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 Roberto 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>
<td></td>
</tr>
<tr>
<td>Gwen McKenzie</td>
<td>Vice-Mayor, Sixth District</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Amelia Parker</td>
<td>At-Large Seat C</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Lauren Rider</td>
<td>Fourth District</td>
<td>Present</td>
<td></td>
</tr>
<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>
<td></td>
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<tr>
<td>Janet Testerman</td>
<td>At-Large Seat B</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Charles Thomas</td>
<td>Fifth District</td>
<td>Present</td>
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</tbody>
</table>

4. **APPROVAL OF MINUTES**

   Motion to: approve the minutes of the May 4, 2021 Regular Meeting of City Council

   **RESULT:** APPROVED [UNANIMOUS]

   **MOVER:** Gwen McKenzie, Vice-Mayor, Sixth District

   **SECONDER:** Lauren Rider, Fourth District

   **AYES:** Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
5. **ANNOUNCEMENTS AND EXTRAORDINARY MATTERS, ADOPTION OF AGENDA**

a. **ITEMS WITHDRAWN (Indicated with "W")**

None

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

**Postponed**

10-a An Ordinance to remove a previously approved planned district designation from property located at 2002 Thunderhead Road, Taylor D. Forrester for Northshore Market Investor, LLC, Applicant, on appeal from a denial by Knoxville-Knox County Planning Commission. (Planning Commission File No. 12-C-20-SU) (Planning Commission Denied 8-6) (Second District)(Requested by Knoxville-Knox County Planning Commission)

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<td>SECONDER: Charles Thomas, Fifth District</td>
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<tr>
<td>AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
<td></td>
</tr>
</tbody>
</table>

**Postponed**

12-a An Ordinance to rezone property located at 2002 Thunderhead Road from C-R-2 (Regional Commercial) District to C-G-3 (General Commercial) District, Taylor Forrester for Northshore Market Investor, LLC, Applicant. (Planning Commission Approved 13-1) (File No. 12-B-20-RZ) (Second District)(Requested by Knoxville-Knox County Planning Commission)

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<td>AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
<td></td>
</tr>
</tbody>
</table>

c. **ITEMS REQUESTED TO BE ADDED BY MOTION (Indicated with "M")**

None

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

None

6. **MAYOR'S REPORT**

Mayor Kincannon stated that the City would be following the updated CDC guidance regarding face masks - that vaccinated persons do not need to wear masks in many settings.
The Mayor gave general remarks about public forum speakers and City Council’s rules of the same.

Mayor Kincannon announced a mini-grant program that will assist local nonprofits reach youth with summer programming.

The Mayor announced that this week is National Public Works Week.

The Mayor spoke about the Knoxville Utilities Board efforts to bring public broadband service to Knoxville. She announced a public meeting for Wednesday, May 26, 2021 at 6:00pm at the Grande Event Center on Clinton Highway.

7. REPORTS OF COUNCIL MEMBERS OR COMMITTEES

Council Member Fugate thanked the Mayor for her proclamation for the centenary of the Junior League. She highlighted the some achievements of the organization, including: the first Dogwood Arts Trail in 1960, AIDS curriculum in school classrooms, teacher mini-grants, and work in domestic violence.

Vice-Mayor McKenzie announced that the American Job Center of Tennessee is having a summer job program for youth, aged 17 to 24 years.

8. ELECTIONS AND CONFIRMATIONS

Resolution No. R-145-2021

a. A Resolution appointing Councilmember Amelia Parker to serve on the Board of Directors of Community Television of Knoxville.(Requested by Vice Mayor McKenzie)

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

Discussion:

Council Member Singh

Resolution No. R-146-2021

b. A Resolution confirming the appointment of Lola Alapo to the Visit Knoxville Board of Directors.(Requested by Mayor Kincannon)

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
9. **ORDINANCES ON SECOND READING**

Ordinance No. O-58-2021

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [8 TO 1]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Lynne Fugate, At-Large Seat A</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth 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>

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

**Speaking in favor of the ordinance:**

Phyllis Nichol, 1514 E Fifth Ave

Claudia Caballero, 2455 Sutherland Ave

**Speaking in opposition to the ordinance:**

Amilia James, 1925 Ailor Ave

Moira Connelly, 5726 Briscoe Cir

Tyler Givens, 1823 Explorer Ln

**Discussion:**

Council Member Testerman, Police Chief Eve Thomas, Harold Cannon, Engineering Director; and Council Member Parker

Council Member Parker moved to amend the ordinance to move $400,000 from the Police Department and transferring same to the Reserve Fund. The motion failed for lack of a second.
Discussion:

Council Member Singh, Mayor Kincannon, Council Member Rider, Erin Gill, Chief Policy Officer and Deputy to the Mayor; Chief Thomas, Vice-Mayor McKenzie, Council Member Parker, David Brace, Chief Operating Officer and Deputy to the Mayor; Stephanie Welch, Chief Economic and Community Development Officer and Deputy to the Mayor; Council Member Fugate, Rob Frost, Special Counsel and Advisor to the City Council; and Council Members Smith and Testerman

On voice-vote, the motion to approve the ordinance carried eight to one with Council Members Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, and Thomas voting "aye" and Council Member Parker voting "nay."

Ordinance No. O-59-2021

b. An Ordinance to levy a tax on all taxable properties, real, personal and mixed, within the corporate limits of the City of Knoxville to provide sufficient revenues to fund the General fund and Debt Service Fund operations and Debt Service obligations of the City of Knoxville for the fiscal period beginning July 1, 2021 and ending June 30, 2022.(Requested by Finance Department)

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

Ordinance No. O-60-2021
c. An Ordinance of the Council of the City of Knoxville to amend Article III, Division 2, Section 2-450 of the Knoxville City Code to adjust the City of Knoxville's Classification and Compensation Plans.(Requested by Human Resources Department)

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

Ordinance No. O-61-2021
d. An Ordinance to amend Chapter 2, Articles II and IV of the Knoxville City Code to establish the Knoxville Affordable Housing Fund.(Requested by Administration)

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

Speaking in favor of the ordinance:
Elder C. Danny Johnson

Discussion:

Council Member Fugate and Mayor Kincannon

Ordinance No. O-62-2021

e. An Ordinance to amend Ordinance No. O-107-2019, known and cited as "The City of Knoxville Zoning Code," to remove a previously approved planned district (C) designation from property located at O Nickle Road, Chris Sharp, P.E. / Urban Engineering, Applicant. (Planning Commission Approved 13-0 Consent) (File No. 4-F-21-SU) (Third District)(Requested by Knoxville-Knox County Planning Commission)

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

Ordinance No. O-63-2021

f. An Ordinance approving the request of Terry L. Harris for an amendment to the Central City Sector Plan from Heavy Industrial to Light Industrial for property located at 2100 Chipman Street. (Planning Commission Approved 12-0) (File No. 4-B-21-SP) (Sixth District)(Requested by Knoxville-Knox County Planning Commission)

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

Ordinance No. O-64-2021

g. An Ordinance approving the request of Terry L. Harris for a One Year Plan Amendment from Heavy Industrial to Light Industrial for property located at 2100 Chipman Street. (Planning Commission Approved 12-0) (File No. 4-A-21-PA) (Sixth District)(Requested by Knoxville-Knox County Planning Commission)

RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
Ordinance No. O-65-2021

h. An Ordinance to rezone property located at 2100 Chipman Street from RN-4 (General Residential Neighborhood) District to I-MU (Industrial Mixed-Use) District, Terry L. Harris, Applicant. (Planning Commission Approved 12-0) (File No. 4-F-21-RZ) (Sixth District)(Requested by Knoxville-Knox County Planning Commission)

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

10. HEARINGS ON ZONING MATTERS, APPEALS FROM ACTION OF MPC/BOARD OF ZONING APPEALS OR PLANS REVIEW

Ordinance 10-a was postponed earlier in the meeting - see Section 5-b

11. RESOLUTIONS

Resolution No. R-147-2021

a. A Resolution honoring notable Knoxville historians Robert “Bob” Booker and Jack Neely.(Requested by Council)

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

Discussion:

Council Member Smith, Bob Booker, Jack Neely, Council Member Testerman, Vice-Mayor McKenzie, and Council Member Thomas

Resolution No. R-148-2021

b. A Resolution authorizing the Mayor to enter into an agreement with Lincoln Memorial University (LMU) for the non-exclusive use of 205 parking spaces at 1531 St. Mary’s Street to provide parking for students, staff and visitors of LMU’s educational facility at Magdalen Clarke Tower for a period of one year for $500.00 per year with the option to renew for four one-year extensions.(Requested by Administration)

RESULT: APPROVED [UNANIMOUS]
MOVER: Charles Thomas, Fifth District
SECONDER: Gwen McKenzie, Vice-Mayor, Sixth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
Resolution No. R-149-2021

c. A Resolution proposing to annex one parcel of land and a portion of a parcel of land abutting the northern right-of-way of Callahan Drive and to approve a plan of services for said area. (Requested by Economic and Community Development)

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

Resolution No. R-150-2021

d. A Resolution proposing to annex a tract of land northeast of Luscombe Drive and approximately 300 feet northeast of the intersection of Bardon Road and Luscombe Drive and to approve a plan of services for said area. (Requested by Economic and Community Development)

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

Resolution No. R-151-2021

e. A Resolution authorizing the Mayor to execute all documents on behalf of the City of Knoxville necessary to acquire property by negotiated purchase, or by condemnation if necessary, in fee simple and for easements within five tracts of real property as part of the Texas Avenue Sidewalk Project for a total amount not to exceed $125,000.00. (Requested by Department of Engineering)

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

Resolution No. R-152-2021

f. A Resolution authorizing the Mayor to execute an agreement with Duracap Asphalt Paving Company, Inc. for an amount not to exceed $336,864.20 for the 2021 Citywide Facilities Paving Project. (Requested by Department of Engineering)

RESULT: APPROVED [UNANIMOUS]
MOVER: Lauren Rider, Fourth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
Resolution No. R-153-2021
g. A Resolution authorizing the Mayor to execute an amendment to Agreement No. C-21-0106 with Knoxville-Knox County Community Action Committee to extend the term of the Agreement and to provide an additional $396,508.08 in ESG-CV funding, for a new total contract amount not to exceed $516,508.08 for Rapid Re-Housing services to 350 families and senior citizens in the City of Knoxville who are experiencing homelessness during the coronavirus/Covid-19 pandemic.(Requested by Department of Housing and Neighborhood Development)

RESULT: APPROVED [8 TO 0]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Testerman, Thomas
ABSTAIN: Tommy Smith

Mayor Kincannon offered comments related to Resolutions 11-g, h, and i.

Council Member Smith stated that he would abstain from the vote in this matter as CAC is a client of his company.

Resolution No. R-154-2021
h. A Resolution authorizing the Mayor to execute a subgrantee agreement with Volunteer Ministry Center to provide an amount not to exceed $585,700.00 in HUD ESG-CV funds for rapid re-housing services, as part of the City’s response to COVID-19.(Requested by Department of Housing and Neighborhood Development)

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

Resolution No. R-155-2021
i. A Resolution authorizing the Mayor to execute a First Amendment to Agreement No. C-20-0278 with Volunteer Ministry Center to provide an additional $58,342.00 in ESG-CV funds for rehabilitation/construction of the public restroom facilities at The Foyer and to extend the term of the Agreement to allow time for completion of this work, as part of the City's response to COVID-19.(Requested by Department of Housing and Neighborhood Development)

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

Discussion:
Resolution No. R-156-2021

j. A Resolution expressing appreciation to Legacy Parks Foundation for the donation of 53.86 Acres on the north side of Sharps Ridge and authorizing the Mayor to execute all documents necessary to accept said donation. (Requested by Parks and Recreation Department)

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Discussion:

Mayor Kincannon and Council Member Thomas

12. ORDINANCES ON FIRST READING

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

13. PUBLIC FORUM

Cheri Siler
5507 Shannondale Rd

Barbara Cook
4421 Chinkapin Ln

Greg Duthey
3529 Debonair Dr

Sam Emmons
301 Woodlawn Pike

After public forum, Council Member Singh spoke to the officer-involved shooting of Anthony Thompson, Jr., specifically addressing domestic violence.
14. **ADJOURNMENT**

The meeting was closed at 8:18 PM

______________________________________
Presiding Officer of the Council

______________________________________
Recorder
AGENDA SUMMARY: An Ordinance to remove a previously approved planned district designation from property located at 2002 Thunderhead Road, Taylor D. Forrester for Northshore Market Investor, LLC, Applicant, on appeal from a denial by Knoxville-Knox County Planning Commission. (Planning Commission File No. 12-C-20-SU) (Planning Commission Denied 8-6) (Second District)

COUNCIL DISTRICT(S) AFFECTED: The proposed appeal affects Council District 2.

BACKGROUND: The appellant states the reason for the appeal is to request that City Council overturn the Planning Commission’s denial of the applicant’s request by special use to remove [the] Planned Development Overlay/Northshore Town Center Master Plan. Planning staff recommended approval of the request to remove the previously approved planned district designation from this parcel, subject to 2 conditions.

OPTIONS: Approve or Deny the Appeal

RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended denial of the request to remove the previously approved planned district designation from this parcel, by a vote of 8-6.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting 3/11/2021 Published ads on 11/7 & 12/24/2020
Knoxville City Council 4/20/2021 Published ad on 3/31/2021

FISCAL INFORMATION: N/A

ATTACHMENTS:
- ORD: Northshore Market 2002 Thunderhead Rd, 12-C-20-SU (DOCX)
- 12-C-20-SU_APPEAL (PDF)
RESULT: POSTPONED [UNANIMOUS]  Next: 6/15/2021 6:00 PM  
MOVER: Andrew Roberto, Second District
SECONDER: Charles Thomas, Fifth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

HISTORY:
04/20/21 City Council POSTPONED
Next: 05/18/21

Council Member Roberto moved to postpone Ordinance 10-a to the May 18th meeting, and Council Member Fugate seconded the motion. On unanimous roll-call vote, the motion to postpone carried.
ORDINANCE


WHEREAS, Taylor D. Forrester filed Application No. 12-C-20-SU on behalf of Northshore Market Investor, LLC with the Knoxville-Knox County Planning Commission (“Planning Commission”) to have a previously approved planned district designation, indicated by a “(C)” on the official Zoning Map, removed from property located at 2002 Thunderhead Road; and

WHEREAS, Planning staff recommended that the request be approved subject to two (2) conditions; and

WHEREAS, at its March 11, 2021 meeting, the Planning Commission voted 8 to 6 to deny the request to remove a previously approved planned district designation (C) from the official Zoning Map for property located at 2002 Thunderhead Road; and

WHEREAS, on March 25, 2021, Taylor D. Forrester filed an appeal of this decision to Knoxville City Council as provided for in Article 16.12; and

WHEREAS, Planning staff recommended that the request be approved subject to two (2) conditions; and

WHEREAS, at its March 11, 2021 meeting, the Planning Commission voted 8 to 6 to deny the request to remove a previously approved planned district designation (C) from the official Zoning Map for property located at 2002 Thunderhead Road; and

WHEREAS, on March 25, 2021, Taylor D. Forrester filed an appeal of this decision to Knoxville City Council as provided for in Article 16.12; and

ORDINANCE NO: _____________

Knoxville-Knox County

REQUESTED BY: Planning Commission

PREPARED BY: Law______________

APPROVED ON 1ST READING: ________________________

APPROVED ON 2ND READING: _______________________

APPROVED AS AN EMERGENCY MEASURE: ____________

MINUTE BOOK: _______ PAGE _____

Packet Pg. 14
WHEREAS, public notice on the hearing of this petition was published in the *Knoxville News Sentinel* on November 7, 2020, and December 24, 2020, and public notice for the City Council meeting on April 20, 2021 was published in the *Knoxville News Sentinel* on March 31, 2021.

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 remove the previously approved planned district designation, indicated by a “(C)” on the official Zoning Map, from property located at 2002 Thunderhead Road, thereby overturning the Planning Commission’s denial of Application 12-C-20-SU and approving the appeal of Taylor D. Forrester for Northshore Market Investor, LLC.

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 Appeal of Decision/Special Use 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 March 11, 2021; the Request for Special Use; 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
APPEAL OF DECISION

(Please Note: Original application and staff report are made a part of this application.)

Type:  □ One Year Plan Amendment  □ Sector Plan Amendment  □ Rezoning  □ Variance
□ Street Name Change  □ Right-of-Way Closure
□ Certificate of Appropriateness  □ Other: Special Use
Decision by:  □ Planning  □ BZA  □ Other:  Date of Decision: 3/11/21
Jurisdiction:  □ City  □ Councilmanic District  □ County  □ Commission District

Original Applicant Name: Taylor D. Forrester 1/16/10 Northshore Market Investor, LLC
Name of Owner of Subject Property: Northshore Market Investor, LLC
Description of Subject Property (Include city block and parcel number or lot number): 51008/Parcel No. 154 098

X Zoning map of all property within 300 feet of the subject property is attached.

DECISION BEING APPEALED

Planiming Commission’s denial of Special Use request to remove to Northshore Town Center Master Plan/Planned Development Overlay from the property

REASON FOR THE APPEAL

Attach additional pages, if necessary. To request City Council overturn the Planning Commission’s denial of the Applicant’s request by Special Use to remove Planned Development Overlay /Northshore Town Center Master Plan

PETITIONER INFORMATION

Name of Petitioner: Taylor D. Forrester 1/16/10 Northshore Market Investor, LLC
Petitioner’s Interest in the Matter (Include a description of affected property owned by Petitioner): Northshore Market Investor, LLC is the fee simple owner of the property

Application Authorization: I hereby certify that I am the applicant/authorized representative for the above named petitioner.

Signature: [Signature]

All correspondence should be sen: to: Name (Print): Taylor D. Forrester
1111 N. Northshore Dr., Ste S-700, Knoxville, TN 37919
Street Address  City  State  Zip
Phone: 865-584-21010  Fax: 865-584-60841  E-mail: TFerrester@rclaw.com

For Planning Staff Use Only
Application Accepted by Planning Staff Member: Sherri McGhee
Appeal Fee Amount: $500.00  Date Appeal Received: 3/15/21

BODY WHO WILL HEAR THE APPEAL & MEETING DATE OF THE APPEAL

□ City Council - 6 p.m.  04/30/21  □ County Commission - 7 p.m.  □ City BZA - 4 p.m.  □ Planning Commission - 1:30 p.m.

Packet Pg. 17
March 25, 2021

Knoxville-Knox Planning Commission  
Attn: Professional Staff  
City-County Building, Suite 403  
400 Main Street  
Knoxville, TN 37902

Re: Appeal of Decision of Planning Commission on File No. 12-C-20-SU

Dear Staff:

Please find enclosed for filing on behalf of my client, Northshore Market Investor LLC:

1. Appeal of Decision of Planning Commission in the above referenced matter;
2. A check for the filing fee in the amount of $500.00

Should you have any questions or need any additional information, please do not hesitate to contact our office.

Respectfully yours,

LONG, RAGSDALE & WATERS, P.C.

By:  
Taylor D. Forrester

Enclosures
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:

April 5th and April 21st

(15 days before the Planning Commission meeting) (the day after the Planning Commission meeting)

Signature: __________________________
Printed Name: Louis Moran
Phone: __________________________ Email: __________________________
Date: 3/25/21
File Number: 12-C-21-SU - APPEAL

REVISED MARCH 2019
SPECIAL USE REPORT

FILE #: 12-C-20-SU  AGENDA ITEM #: 30
POSTPONEMENT(S): 12/10/2020, 1/14/2021, 2/11/2021  AGENDA DATE: 3/11/2021

APPLICANT: TAYLOR D. FORRESTER OBO NORTHSOKE MARKET INVESTOR LLC
OWNER(S): Northshore Market Investors LLC

TAX ID NUMBER: 154 09813  View map on KGIS
JURISDICTION: City Council District 2
STREET ADDRESS: 2002 Thunderhead Rd.
LOCATION: East side of Thunderhead Rd., West side of Town Center Blvd., South side of Boardwalk Blvd.

APPX. SIZE OF TRACT: 9.53 acres
SECTOR PLAN: Southwest County
GROWTH POLICY PLAN: Within City limits
ACCESSIBILITY: Access would be off of Town Center Boulevard or Broadway Boulevard. Town Center Boulevard is a local road with a pavement width of approximately 22 feet in each direction of travel inside a 105-foot right-of-way. Broadway Boulevard is a local road and has a pavement width of 11 feet in each direction of travel inside an 80-foot right-of-way.

UTILITIES: Water Source: Knoxville Utilities Board
Sewer Source: Knoxville Utilities Board
WATERSHED: Tennessee River

ZONING: C-R-2 (Regional Commercial); pending C-G-3 (General Commercial) / Previously approved planned district designation (C) that is requested to be removed.
EXISTING LAND USE: Vacant
PROPOSED USE: Removal of previously approved planned district designation (C) per Article 1.4 and Article 16.2.

HISTORY OF ZONING: A rezoning request from RA (Low Density Residential) and A (Agricultural) to CA (General Business) was denied in 1989 (2-I-89-RZ); the property was zoned R-1 upon its annexation in 2000 (6-AA-00-RZ), and rezoned from R-1 to TC-1 in 2001 (4-Q-01-RZ).

SURROUNDING LAND USE AND ZONING: North: Vacant land - C-R-2 (Regional Commercial) District with a previously approved planned district (C) overlay on part of the property
South: Pond and a bank - OS (Open Space) and C-R-2 (Regional Commercial) District with a previously approved planned district (C) overlay
East: Commercial - C-R-2 (Regional Commercial) District
West: Multifamily - RN-6 (Multifamily Residential) District with a previously approved planned district (C) overlay
NEIGHBORHOOD CONTEXT: This area is a mixed use node near the intersection of S. Northshore and Pellissippi Parkway featuring single family residential, multifamily residential, big box retail and commercial, and small-scale retail and commercial.

STAFF RECOMMENDATION:

Approve the request to remove the previously approved planned district designation from this parcel, subject to 2 conditions.

1. Any future development of this site should retain the boardwalk design and location along the pond per the approved master plan and connect to the existing portion of boardwalk that has been constructed.
2. Installing any road improvements that were required by traffic impact study for the Northshore Town Center development that will be triggered by the additional traffic generated by development on this site, as required by the City of Knoxville Department of Engineering.

With the conditions noted, staff recommends approval of the request to remove the a previously approved planned district (C) Overlay with the exception of the boardwalk along the perimeter of the pond.

COMMENTS:

Prior to adoption of the new zoning ordinance, this parcel was zoned TC-1 (Town Center District 1), a former planned district. There are no zoning equivalents in the new zoning ordinance for any of the planned districts, including TC-1, and the property was designated C-R-2 (Regional Commercial) with the adoption of the new zoning ordinance and map.

Since TC-1 was a planned district, development plans were required to meet the District’s standards and obtain Planning Commission approval. Per Article 1.4.G., all previously approved planned districts remain in effect and are subject to all plans, regulations, and/or conditions of their approval.

Per Article 1.4.G., plans that were approved under previous planned district requirements remain in place and those properties need to be developed according to their approved master plans. However, compliance would be difficult in this case since the existing development pattern does not follow the master plan.

Approved changes to the Northshore Town Center road network resulted in inconsistencies between the road configuration and parcel boundaries on the master plan and the actual build-out of these components since the master plan was not updated with subsequent approved changes. As a result of these modifications to the road network, the location and boundaries of “Core” and “Peripheral” Areas (areas containing a sub-set of residential land uses and densities allowed within their boundaries ) as identified on the master plan no longer align with existing roadways or parcel boundaries (see Exhibit A, Image 2).

The original developer’s master plan was approved in 2004 (see Exhibit A, Images 3 and 4). That plan called for medium density residential use around a mixed use core at this location on the site. A later concept plan was approved for the area surrounding the pond (including 2002 Thunderhead Road) that proposed individual lots around the pond (Exhibit A, Image 9). The current request is more aligned with the original master plan than with the later plan approved for individual lots.

The applicant is also requesting to rezone the property (case # 12-B-20-RZ) from its current C-R-2 District to C-G-3 (General Commercial).

EFFECT OF THE PROPOSAL ON THE SUBJECT PROPERTY, SURROUNDING PROPERTY AND THE COMMUNITY AS A WHOLE

1. Because the uses approved in the master plan (small and large-scale commercial, office, mixed residential) are similar to those of the underlying zoning district, removal of the previously approved planned district designation for this property is not expected to generate negative impacts for the surrounding community.

CONFORMITY OF THE PROPOSAL TO CRITERIA ESTABLISHED BY THE CITY OF KNOXVILLE ZONING ORDINANCE

1. Removal of the previously approved plan district designation would not cause nonconformance with the City of Knoxville Zoning Ordinance.
2. Proposed plans would be submitted to the City of Knoxville for permitting, and those plans would be required to be in compliance with the City’s zoning ordinance and with the standards utilized by each individual department during the plans review process.

CONFORMITY OF THE PROPOSAL TO ADOPTED PLANS

1. The Southwest County Sector Plan designates this property for MU-CC (Mixed Use-Community Center) uses, the intent of which is moderate intensity development with a variety of housing types and with office and commercial development at the core.
2. The requested C-G and existing C-R zones are recommended zones in the MU-CC land use classification.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knoxville City Council for action on 4/6/2021 and 4/20/2021. 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.
Petitioner: Taylor D. Forrester obo Northshore Market Investor LLC

Map No: 154

Jurisdiction: City

Packet Pg. 24
February 10, 2021

Knoxville-Knox Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, TN 37902

Re: Agenda Item No. 6 – File No. 12-B-20-RZ
   Agenda Item No. 24 – File No. 12-C-20-SU
   Taylor Forrester on behalf of Northshore Market Investor, LLC

Dear Commissioners:

We are requesting an additional 30 day postponement and ask that these matters be reset to the next meeting on March 11, 2021.

Respectfully yours,

LONG, RAGSDALE & WATERS, P.C.

By: Taylor D. Forrester

Attachment: 12-C-20-SU_APPPEAL (8227 : Appeal of Decision 12-C-20-SU)
February 15, 2021

Knoxville-Knox Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, Tennessee 37902

RE: File No. 12-B-20-RZ
    File No. 12-C-20-SU

Dear Commissioners:

Please be informed that I represent the interests of the residential property owners of Northshore Town Center, the neighborhood surrounding applicant, Northshore Market Investor, LLC’s property and applicant for the above-captioned agenda items.

I look forward to addressing the Commission on this important and historical matter at the upcoming March, 2021 Planning Commission meeting.

With best regards, I am

Yours very truly,

HODGES, DOUGHTY & CARSON, PLLC

Wayne A. Kline

WAK:kjc
ec: Brittany Ford
NTCneighbors@googlegroups.com
Request to Postpone • Table • Withdraw

Name of Applicant: Taylor Forrester &/or Northshore Market Investor, LLC

Original File Number(s): 12-B-20-SU; 12-C-20-SU

Date Scheduled for Planning Review: January 14, 2021

Date Request Filed: Request Accepted by:

REQUEST

☒ Postpone
Please postpone the above application(s) until:

February 11, 2021

☐ Table
Please table the above application(s).

☐ Withdraw
Please withdraw the above application(s).

State reason for request:
Applicant is requesting an additional 30 day postponement to afford opportunity to engage in discussion with the residents in the Northshore Town Center.

Eligible for Fee Refund? ☐ Yes ☐ No
Amount: ____________________________
Approved by: ____________________________
Date: ____________________________

APPLICATION AUTHORIZATION

I hereby certify that I am the property owner, applicant, or applicant's authorized representative.

Signature: ________________

PLEASE PRINT

Name: Taylor D. Forrester
Address: 1111 N. Northshore Dr., Suite S-700
City: Knoxville State: TN Zip: 37919
Telephone: 865-584-4040
Fax: 865-584-6084
E-mail: TForrester@1nwlaw.com

PLEASE NOTE
Consistent with the guidelines set forth in Planning’s Administrative Rules and Procedures:

POSTPONEMENTS
Any first time (new) Planning application is eligible for one automatic postponement. This request is for 30 days only and does not require Planning approval if received no later than 3:30 p.m. on the Friday prior to the Planning Commission meeting. All other postponement requests must be acted upon by Planning before they can be officially postponed to a future public meeting.

TABLINGS
Any item requested for tabling must be acted upon by the Planning Commission before it can be officially tabled.

WITHDRAWALS
Any item is eligible for automatic withdrawal. A request for withdrawal must be received no later than 3:30 p.m. on the Friday prior to the Planning Commission meeting. Withdrawal requests that do not meet these guidelines must be acted upon by Planning Commission before they can be officially withdrawn.

Any new item withdrawn may be eligible for a fee refund according to the following:
Application withdrawal with fee refund will be permitted only if a written request is received prior to public notice. This request must be approved by either the Executive Director, or the Planning Services Manager. Applications may be withdrawn after this time, but without fee refund.
Michelle Portier <michelle.portier@knoxplanning.org>

Agenda Items: 11 & 24

Taylor Forrester <tforrester@lrwlaw.com>  
To: Michelle Portier <michelle.portier@knoxplanning.org>  

Tue, Dec 8, 2020 at 4:43 PM

Michelle,

We met with several NTC residents last night via Zoom to discuss. The residents asked for 30 days to discuss the proposed development in further detail, and the applicant is agreeable. Attached is the letter I uploaded to the Planning Commission website. I am emailing a copy to Debbie Stevens (who participated in the meeting last night).

TAYLOR D. FORRESTER

1111 N. Northshore Drive, Suite S-700
Knoxville, Tennessee 37919

(865) 584-4040
(865) 584-6084 fax

www.lrwlaw.com

2020.12.8 - Ltr to MPC - 30 day postponement.pdf

58K
December 8, 2020

Knoxville-Knox Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, TN 37902

Re: Agenda Item No. 11 – File No. 12-B-20-RZ
Agenda Item No. 24 – File No. 12-C-20-SU
Taylor Forrester on behalf of Northshore Market Investor, LLC

Dear Commissioners:

I represent the applicant, Northshore Market Investor, LLC, in the above referenced Agenda Items that are presently scheduled for consideration on Thursday, December 10, 2020. We are requesting a 30 day postponement and ask that these matters be reset to the January 14, 2021 meeting.

We were able to participate in a meeting with several residents of the Northshore Town Center via Zoom on Monday evening [December 7th], to discuss the proposed development for the property at issue. The applicant and these residents want to further the discussions related to the proposed development and believe a 30 day postponement will be productive.

As such, on behalf of the applicant please postpone these matters for 30 days.

Respectfully yours,

[Signature]

Taylor D. Forrester
Timeline of Events.

2001, May: Original, smaller scale mixed use development is approved as part of a rezoning of property to TC-1 (Case 4-Q-01-RZ). Plans not available.

2004, March: Master Plan for larger mixed use Northshore Town Center is approved (Case # 3-C-04-UR).

2004, December: Single family residential site plan approved for property at rear of Town Center development (Case # 12-SF-04-C and 12-J-04/UR).

2011, March: Phase II Concept plan (Case # 3-SB-11-C) shifting road configuration and ensuring interior roads meet City’s right-of-way standards is approved. This plan revised the street and pedestrian network of the master plan but did not revise the general concept or land use map components of the master plan.

2014, April: Concept plan approved for individual lots on the land surrounding the pond and including what is now 2002 Thunderhead Rd. (Case # 4-SC-14-C).

2014, June: Plat showing subdivision of property surrounding the pond and creating the parcel at 2002 Thunderhead Rd. (Plat # 51008-H2).

Note: The above list does not include all development plans or plats that have been reviewed or approved by the Planning Commission. The cases listed above either pertain to the Northshore Town Center site as a whole or include 2002 Thunderhead Rd. specifically.
12-C-20-SU

Exhibit A. Conceptual Images

Image 1. Aerial view showing 2002 Thunderhead Rd. within overall Northshore Town Center site.

Image 2. Map showing difference between original core and peripheral areas and existing road network.
12-C-20-SU

Exhibit A. Conceptual Images

Overall Site Plan from plans approved in early 2004.


12-C-20-SU
Exhibit A. Conceptual Images

Cropped Site Plan depicting area in question.

Image 5. Illustrated Site Plan, zoomed in on 2002 Thunderhead Road and surrounding area.

Above image shows site amenities in this area, the boardwalk around the pond and the greenway.


Above image shows medium density residential around a mixed use core planned for 2002 Thunderhead Rd.
12-C-20-SU
Exhibit A. Conceptual Images

Image 7. 2004 Site plan of single family residential area at rear of Northshore Town Center development.

Image 8. 2011 Phase II Pedestrian Site Plan (site plan showing buildings more clearly was not a part of the package).
Exhibit A. Conceptual Images

Image 9. April 2014 site plan showing individual lots planned for area surrounding pond; specific land use not identified at that time.

Image 10. June 2014 plat showing subdivision of land around the pond creating 2002 Thunderhead Rd.
12-C-20-SU
Exhibit A. Conceptual Images

Eagle view showing build out to date.

Street view of Thunderhead Rd.

Note: Sidewalks terminate at the roundabout
Exhibit A. Conceptual Images

Eagle view showing the portion of the boardwalk that has been constructed.

Street view of the portion of the boardwalk that has been constructed.
March 11, 2021
Planning Commission meeting

Public Comments
24 Comments for 12-C-20-SU

Applicant Correspondence
Karen March 5, 2021 at 2:46 PM
Please see attached correspondence and supporting documents for your review from Mr. Kline

View Attachment

Jennifer (37922), March 4, 2021 at 11:45 AM
Hello - I would like to reiterate my concerns on the removal of the Overlay zoning for Northshore Towncenter. Please see my concerns in the attached.

View Attachment

Krista (N/A), February 11, 2021 at 11:20 AM
I hope you can understand our extreme concerns for this proposed layover. Our intentions are sound as we want the best for our neighborhood and community.

View Attachment

Applicant Correspondence
Taylor (37919), February 10, 2021 at 6:06 PM
Please find attached a postponement request on behalf of the Applicant.

View Attachment

Applicant Correspondence
Taylor (37919), February 10, 2021 at 6:05 PM
Please find attached a postponement request on behalf of the Applicant.

View Attachment

Richard February 10, 2021 at 2:17 PM
Please preserve the original town center concept. We have one large department complex which is a good thing. Adding a second will certainly change the town center concept. I know that it has been difficult to get to the retail critical mass needed for the town center. The land being sidetracked for the apartments is do perfect for more retail. Please don’t allow the apartments and give the town center more time to become what we all want it to be.

Dal (37922), February 10, 2021 at 12:58 PM

https://knoxmpc.org/comments?case=12-C-20-SU&date=2021-03-11
Cullum (37922), February 10, 2021 at 12:07 PM
See attached

Dianne February 10, 2021 at 10:58 AM
I am a resident of the Northshore Town Center neighborhood and would like to add my voice to others in this area asking that the Town Center Neighborhood concept and the overlay that protects it, be maintained. This concept is an example of forward thinking with evidence of great success in areas both local and in popular cities such as Nashville, Asheville and Atlanta. I think it speaks highly of success when you see the Regas Market Place and the Farragut area striving for something that has already begun in Northshore Town Center. I was watching the popular ‘Ted Lasso’ series on Apple+ last night, and lo and behold, there on the screen is exactly what Northshore Town Center has begun. A multi use mix of residential and retail, play grounds and sidewalks, with living spaces above shops and restaurants. I urge you to continue to protect the overlay and concept that we and others, in good faith, believed was the plan for this area.

Mary February 10, 2021 at 10:47 AM
I built a home in Beau Monde at the top of the Northshore town Center. This is to be my forever home. What drew me to build here was the Town Center design. Before buying my lot I learned about changes that had been made amending the plan, such as adding the School and one large complex of apartments. The proposed removal of the overlay completely changes the tenor of the neighborhood and should be denied. That being said. I would support co A mixed use with store fronts and loft living above. One cannot unbuild a home. If this plan goes through, I will have lost the community I sighed up for. I believe this removes my right to quiet enjoyment of my home and neighborhood. Other issues to consider are the impacts of the proposed high density apartments on Northshore School. Access to fire and emergency response. Already difficult. Roads and infrastructure not built for such a project and environmental issues. Thank you for your consideration.

Piers (37922), February 10, 2021 at 10:45 AM
I want to voice my concern over the proposed rezoning of the North Shore Town Center area around Thunderhead Road.

Susan (37922), February 10, 2021 at 10:42 AM
Northshore Town Center was built upon the premise that we were living in a town center. The purpose of a town center is to recreate a piece of the city where one doesn’t exist. Whereas traditional suburbs keep home, work, and retail separate, town centers usually have a mix of shops, housing, and other spaces such as libraries or offices. I am 100% opposed to the development of the apartment complex which goes against what the original agreement was. This is not what the residents of this community signed up for. Homes in this community get a high amount per square footage which in part is due to the benefits associated with living in a town center. I am not, however, opposed to amended plans which include a combination of retail, restaurant, and single-family living spaces. If this is allowed it will have a direct impact on me personally. My house value will decrease which is not tolerable when was not what the plan was for the community. Secondly, this town center has grown and helped support local restaurants but if you start changing the concept you start changing the folks that live there. So, what happens then? Please do not allow this change to be granted for the sake of those living in the town center and for the local businesses who rely on our community as a large source of their patrons.

Sally (37922), February 10, 2021 at 10:20 AM
When we built our home here, we asked questions about how would this area be built and grow. What we were told and 'bought into' as a wonderful plan and ASSET to the Knoxville community at large was a new concept to our wonderful
area. Now we are told that the land has been sold and the new owner wants to change its use. He knew what he was purchasing and the plans for its usage/development when he made his purchase...

I implore you folks to stay the course and keep the plan to develop a true town center as previously agreed upon.

The quality of family life should be of the highest importance.

A change in plans for the use of this property would impact not only NTC neighbors, but also the city.

Consider the impact additional apartment populations will have on city emergency medical, fire, and police personnel who are already pressed to care for those in their jurisdiction.

Consider the enrollment at Northshore Elementary school and student density.

Consider the environmental issues that have yet to be resolved in this area... The water retention area in the proposed area is what flooded and covered Northshore Drive for weeks in 2019. Is building 4 story apartment buildings in that area the environmentally right or smart thing to do?

Shops and single family homes in this area as originally planned protect the quality of life as shop owners and home owners are invested in working for the success of the community.

**Applicant Correspondence**

**Taylor** (na), February 9, 2021 at 5:13 PM

History of Development at Northshore Town Center

[View Attachment]

**Applicant Correspondence**

**Taylor** (na), February 9, 2021 at 5:12 PM

Exhibit G - Density Study

[View Attachment]

**Evalyn** (37922), January 5, 2021 at 9:45 PM

I would very much implore the commission not to remove the planned district designation in order to allow our neighborhood community the opportunity to hold the developer/builder accountable in developing the site in harmony with the surrounding existing structures. If this designation is removed there will be no accountability whatsoever and the outcome will more than likely be based solely profitability.

**Stephanie** December 8, 2020 at 7:46 PM

I oppose the building of more apartments at Northshore Town Center. I oppose the zoning changes.

**Carole** (37922), December 8, 2020 at 6:43 PM

We purchased our property under the understanding that this area was specially zoned (the only zoning of this type in Knoxville). We were told the land under zone request change was to be retail with business or apartments on the second level. Since that time we have constantly fought rezoning for apartments. Zoning has changed several times during the time we have lived here. At the present time the residents from the apartments below us use our parks and walk their dogs often not picking up their waste. As a resident, we pay to maintain our parks and neighborhood. Continuing to increase density will place additional burdens on the school and our clean neighborhood. We have to pay city taxes that no neighbors surrounding us do and we feel due to this we should be protected as we were originally zoned.
Applicant Correspondence

Taylor (37919), December 8, 2020 at 4:40 PM

Please find attached a correspondence on behalf of the applicant requesting a 30 day postponement.

Evalyn (37922), December 8, 2020 at 3:12 PM

I would like to state that I am opposed to the removal of the planned development for this parcel of land. Having moved to the Beau Monde subdivision with the expectation that the surrounding area would develop in a planned and attractive manner, if the PD is removed there is not the opportunity for future review of the proposed apartments. While developers meet City requirements, they do not live in the area and therefore may not be sensitive to the local neighborhood's needs and issues when it comes to development. Having additional input at the time of these developments would hold developers accountable for keeping this Knoxville neighborhood attractive and the overall City the great place that it is to live. Thank you.

Sharon December 8, 2020 at 1:50 PM

I am hopeful for your consideration of our community on case 12-C-20-SU. When my husband and I recently decided to purchase our home in Knoxville, we sought Northshore Town Center specifically for the opportunities for small shops and restaurants within walking distance. We are not in favor of removing the planned commercial zoning.

Lawrence (37922), December 8, 2020 at 8:13 AM

I am opposed to the proposed removal of the planned development designation (PD) at Northshore Town Center. While the proposed rezoning is of minimal consequence, the PD is of significance. We, in the Beau Monde Subdivision live in a PD and have expectations that a greater review process, which we have always enjoyed, would be instrumental in maintaining the standard established for the Northshore Town Center (NTC). We live with streets that are narrower than standard streets, unevenly applied off street parking, a school that contributes to traffic congestion during peak times resulting in level of service of F, and noise and light pollution from the mixed-use nature of the development. We do so because we understood that the totality of the negatives would be balanced with positive aspects such as walkability, attractive lighting, pocket parks (some of which have not been developed and all of which are used by both Beau Monde and apartment residents) enhanced landscaping, traffic studies and rational planning application. Removal of planning commission review for the remaining property in NTC abrogates the trust that we entered into with the City and the developers that an entire community would be developed under a planned concept. We located in this development because we embraced a well-planned, thoughtful concept of new urbanism. I believe that concept will be lost without a rational review process that assures enhanced amenities such as those noted above.

Randall (37922), December 1, 2020 at 12:27 PM

I object to the removal of the "planned development overlay" on this zoning project. I am an owner and resident of Northshore Town Center and made that decision several years ago specifically based upon the zoned plan in place at that time. Making this change now is significantly detrimental to the residents such as myself. Please re-consider.

Dee November 30, 2020 at 10:48 AM

I am hopeful for your consideration of our community on case 12-C-20-SU. When I decided to build my forever home in 2016 the decision was solely based on the community that was promised. I am now happy to be part of a neighborhood of friends who care for one another. Once again the structure of NTC is being challenged but this time the developer is asking that the PC (Planned Commercial) Zoning be removed with no details on what they propose. It is my understanding that the developer states this change is needed because the character of NTC has changed. Please know that the character of the residence at NTC, Bea Monde Subdivision, remains committed to the original plan as promised... a real community. We agreed to putting in Publix and a school as they would drive development allowing us to keep the core plan. They put in apartments to provide the density needed to support the core development.
According to https://knoxmpc.org/commission/rezoning-process rezoning is justifiable when changes have occurred to conditions in the vicinity of the property which prevent the reasonable use of the property as currently zoned. Yes, the Covid-19 pandemic has affected many business owners, myself included. But the change in conditions isn’t just in the vicinity of NTC, it’s the entire country. Approving the removal of PC zoning with no future direction is not compliant with MPC rezoning requirements. The residents of this community are entitled to a promised future.
The Planning Commission met in regular session on March 11, 2021 at 1:30 p.m. via an electronic meeting through ZOOM.

**Item No.**

**Roll Call,Invocation and Pledge of Allegiance**

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

**30. Taylor D. Forrester O/B/O Northshore Market Investor LLC** 12-C-20-SU

2002 Thunderhead Road/Parcel ID 154 09813. Request to remove a previously approved planned district designation. Council District 2, Southwest County Sector.

1. **Staff Recommendation**

   APPROVE the request to remove the previously approved planned district designation from this parcel, subject to 2 conditions.

2. **MOTION (BUSTIN) AND SECOND (ADAMS) WERE MADE TO DENY THE REQUEST TO REMOVE THE PREVIOUSLY APPROVED PLANNED DISTRICT DESIGNATION FROM THIS PARCEL.**

A roll-call vote was taken.

**MOTION CARRIED 8-6 (OOTEN, E. SMITH, ROTH, BROWNING, BOYER, & HILL NO). DENIED**
**DEVELOPMENT REQUEST**

**DEVELOPMENT**

- ☐ Development Plan
- ☐ Planned Development
- ☑ Use on Review / Special Use

**SUBDIVISION**

- ☐ Concept Plan
- ☐ Final Plat

**ZONING**

- ☐ Plan Amendment
- ☐ Rezoning

**Taylor D. Forrester o/b/o Northshore Market Investor LLC**

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Date Filed</th>
<th>Meeting Date (if applicable)</th>
<th>File Numbers(s)</th>
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<tbody>
<tr>
<td>Taylor D. Forrester</td>
<td>10/26/2020</td>
<td>12/10/2020</td>
<td>12-C-20-SU</td>
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</tbody>
</table>

**CORRESPONDENCE**

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

- ☑ Applicant
- ☑ Owner
- ☐ Option Holder
- ☐ Project Surveryor
- ☐ Engineer
- ☑ Architect/Landscape Architect

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taylor D. Forrester</td>
<td>Long, Ragsdale &amp; Waters, P.C.</td>
<td>1111 N. Northshore Drive, Suite S-700</td>
<td>Knoxville</td>
<td>TN</td>
<td>37919</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>865-584-4040</td>
<td><a href="mailto:tforrester@lrwlaw.com">tforrester@lrwlaw.com</a></td>
</tr>
</tbody>
</table>

**CURRENT PROPERTY INFO**

<table>
<thead>
<tr>
<th>Owner Name (if different)</th>
<th>Owner Address</th>
<th>Owner Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northshore Market Investor LLC</td>
<td>6312 Kingston Pike, Ste C, Knoxville, TN</td>
<td>154 09813</td>
</tr>
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</table>

<table>
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<tr>
<th>Property Address</th>
<th>Parcel ID</th>
<th>General Location</th>
<th>Tract Size</th>
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<tbody>
<tr>
<td>East side of Town Center Blvd</td>
<td>9.53 acres</td>
<td>South Side of Boardwalk Blvd</td>
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<tr>
<td>C-R-2</td>
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<tr>
<th>Southwest County</th>
<th>MU-CC</th>
<th>Planning Sector</th>
<th>Sector Plan Land Use Classification</th>
<th>Growth Policy Plan Designation</th>
<th>Vacant</th>
<th>Septic (Y/N)</th>
<th>Sewer Provider</th>
<th>Water Provider</th>
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<td>☑</td>
<td>KUB</td>
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</table>

Packet Pg. 44
REQUEST

- Development Plan: Use on Review / Special Use
  - Residential
  - Non-Residential
- Home Occupation (specify): multi family - Removal of PD (Planned Development) over
- Proposed Subdivision Name: ___________________________ Unit / Phase Number: ___________
- Parcel Change
  - Combine Parcels
  - Divide Parcel
  - Total Number of Lots Created: ___________
- Other (specify): ___________________________
- Attachments / Additional Requirements
- Zoning Change: ___________________________
  - 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

FEES

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<td>2</td>
<td></td>
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</tr>
<tr>
<td>3</td>
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</table>

TOTAL: $1,300.00

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

Taylor Forrester  
Applicant Signature: ___________________________  
Phone Number: 865-584-4040  
Email: tforrester@lrwlaw.com  
Date: 10/26/20

Michelle Portier  
Staff Signature: ___________________________  
Date: 10/26/2020
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:

Nov. 25, 2020 and Dec. 11, 2020

(15 days before the Planning Commission meeting) (the day after the Planning Commission meeting)

Signature: ___________________________

Printed Name: Louis Moran

Phone: 602-756-3383 Email: Lemoran3@vcsu.utm.edu

Date: 10-26-20

File Number: 12-C-20-SU

REVISED MARCH 2019
**KNOX CTY METRO PLANN**
400 W MAIN ST # 403
KNOXVILLE TN 37902--242

<table>
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**Sales Rep:** EBejvan  
**Order Taker:** EBejvan  
**Order Created:** 03/29/2021

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<td>KNS-Knoxville News Sentinel</td>
<td>1</td>
<td>03/31/2021</td>
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*ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION*

---

**Text of Ad:** 03/29/2021

**PUBLIC NOTICE**
The following item will be considered by the Knoxville City Council on April 20, 2021 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knoxville, TN. For information related to this item, 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.**

**Appeal of Decision**
Appeal by Taylor D. Forrester for Northshore Market Investor, LLC of the Knoxville-Knox County Planning Commission's denial of a request to remove a previously approved planned district designation for property located at 2002 Thunderhead Road / Parcel ID 154 09813, Council District 2. Planning Commission File No. 12-C-20-SU.
AGENDA SUMMARY: An Ordinance to rezone property located at 2002 Thunderhead Road from C-R-2 (Regional Commercial) District to C-G-3 (General Commercial) District, Taylor Forrester for Northshore Market Investor, LLC, Applicant. (Planning Commission Approved 13-1) (File No. 12-B-20-RZ) (Second District)

COUNCIL DISTRICT(S) AFFECTED: The proposed rezoning is located in Council District 2.

BACKGROUND: The applicant requested rezoning from C-R-2 (Regional Commercial) to C-G-3 (General Commercial). Planning staff recommended approval of C-G-3 (General Commercial) zoning because it would allow development more consistent with the surrounding area.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of C-G-3 (General Commercial) zoning because it would allow development more consistent with the surrounding area, by a vote of 13-1.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting 3/11/2021 Published ad on 11/7/2020
Knoxville City Council 4/6/2021 Published ad on 3/19/2021

FISCAL INFORMATION: N/A

ATTACHMENTS:
- ORD: 8199 - Taylor Forrester for Northshore Market Investor LLC (File No. 12-B-20-RZ)-bc_CFM (DOCX)
- 12-B-20-RZ_pkg (PDF)
<table>
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<tr>
<td>MOVER:</td>
<td>Andrew Roberto, Second District</td>
<td></td>
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<tr>
<td>SECONDER:</td>
<td>Charles Thomas, Fifth District</td>
<td></td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
<td></td>
</tr>
</tbody>
</table>

HISTORY:
04/06/21 City Council POSTPONED
Next: 05/18/21

WHEREAS, Taylor Forrester for Northshore Market Investor, LLC filed Application No. 12-B-20-RZ with the Knoxville-Knox County Planning Commission (“Planning Commission”) to have property located at 2002 Thunderhead Road, Parcel ID 154 09813, rezoned from C-R-2 (Regional Commercial) District to C-G-3 (General Commercial) District; and

WHEREAS, at its March 11, 2021 meeting the Planning Commission recommended to the Council of the City of Knoxville that the request to change the zoning classification be approved; and

WHEREAS, public notice on the hearing of this petition was published in the Knoxville News Sentinel on November 7, 2020, and public notice for the City Council meeting on April 6, 2021 was published in the Knoxville News Sentinel on March 19, 2021.

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 zoning classification of property located at 2002 Thunderhead Road, Parcel ID 154 09813, Second District, Southwest County Sector, from C-R-2 (Regional Commercial) District to C-G-3 (General Commercial) District, Taylor Forrester for Northshore Market Investor, LLC, Applicant, File No. 12-B-20-RZ.

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 March 11, 2021; 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
REZONING REPORT

FILE #: 12-B-20-RZ

AGENDA ITEM #: 12

AGENDA DATE: 3/11/2021

POSTPONEMENT(S): 12/10/2020, 1/14/2021, 2/11/2021

APPLICANT: TAYLOR FORRESTER OBO NORTHSHERE MARKET INVESTOR, LLC

OWNER(S): Northshore Market Investor, LLC

TAX ID NUMBER: 154 09813

JURISDICTION: City Council District 2

STREET ADDRESS: 2002 Thunderhead Rd.

LOCATION: East side of Thunderhead Rd., West side of Town Center Blvd., South side of Boardwalk Blvd.

APPROX. SIZE OF TRACT: 9.53 acres

SECTOR PLAN: Southwest County

GROWTH POLICY PLAN: Within City limits

ACCESSIBILITY: Access would be off of Town Center Boulevard or Broadway Boulevard. Town Center Boulevard is a local road with a pavement width of approximately 22 feet in each direction of travel inside a 105-foot right-of-way. Broadway Boulevard is a local road and has a pavement width of 11 feet in each direction of travel inside an 80-foot right-of-way.

UTILITIES: Water Source: Knoxville Utilities Board

Sewer Source: Knoxville Utilities Board

WATERSHED: Tennessee River

PRESENT ZONING: C-R-2 (Regional Commercial) / C (Previously approved planned district designation)

ZONING REQUESTED: C-G-3 (General Commercial)

EXISTING LAND USE: Vacant land

DENSITY PROPOSED: N/A

EXTENSION OF ZONE: No

HISTORY OF ZONING: A rezoning request from RA (Low Density Residential) and A (Agricultural) to CA (General Business) was denied in 1989 (2-I-89-RZ); the property was zoned R-1 upon its annexation in 2000 (6-AA-00-RZ), and rezoned from R-1 to TC-1 in 2001 (4-Q-01-RZ).

SURROUNDING LAND USE AND ZONING:

North: Agricultural/forestry/vacant - C-R-2 (Regional Commercial) District with PD (Planned District) overlay on part of the property

South: Pond and office - OS (Open Space) and C-R-2 (Regional Commercial) District with PD (Planned District) overlay

East: Commercial - C-R-2 (Regional Commercial) District

West: Multifamily - RN-6 (Multifamily Residential) District with PD (Planned District) overlay

NEIGHBORHOOD CONTEXT: This was formerly the TC-1 (Town Center) zone prior to the adoption of the new zoning ordinance. It is a mixed use node near the intersection of S. Northshore and Pellissippi Parkway containing single family residential, multifamily residential, big box and small scale retail, and commercial uses.
STAFF RECOMMENDATION:

Approve C-G-3 (General Commercial) zoning because it would allow development more consistent with the surrounding area.

This property includes a previously approved planned district designation (C) that was requested to be removed earlier in the meeting.

COMMENTS:

This area was zoned TC-1 (Town Center District 1) prior to adoption of the new zoning ordinance on January 1, 2020. There is no zoning equivalent to TC-1 in the new zoning ordinance, and the properties in this area were rezoned to C-R-2, likely because the zone’s intent was the closest to the site design and land uses of the approved master plan. However, the master plan for this site has remained in effect.

The new zoning map now identifies parcels with an approved plan in any of the former planned districts and they are treated like a parcel in an overlay district. The applicant has requested to remove the overlay designation from this property in a separate request. If that request is denied and the previously approved plan remains in effect on the property, the former TC-1 zoning and Northshore Town Center master plan would still be effective.

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 GENERALLY:

1. Due to the differences between the dimensional requirements of the previous TC-1 and newly adopted C-R-2 zone (see Exhibit B), sites constructed under C-R-2 zoning would not be consistent with the surrounding development with regard to setbacks. The C-G-3 dimensional requirements are closer to the master plan’s setbacks for medium density residential development and would promote development more consistent with the surrounding area on this parcel.

2. Approved changes to the Northshore Town Center road network resulted in inconsistencies between the road configuration and parcel boundaries of the master plan and the actual build-out since the master plan was not updated with that approval.

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

1. The proposed amendment to C-G (General Commercial) zoning is intended to provide for a heterogeneous mix of retail, personal service, office, and residential uses within and along Knoxville’s commercial nodes and corridors. The C-G District is intended to promote mixed-use development in a pedestrian-oriented environment that recalls the City’s traditional business districts, and offers flexibility in the creation of integrated commercial, office and residential spaces. The C-G District is divided into three levels of intensity related to the overall form and design of the development; however, uses are the same across all levels. This zone is intended primarily for indoor commercial uses with limited exceptions per special use approval.

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.

a. However, for clarification purposes, staff notes that multifamily developments are allowed by right in the existing C-R-2 zone and the requested C-G-3 zone.

b. Other uses allowed in the C-G zones are very similar to, though slightly less intense than, those allowed in the C-R zones.

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

1. Since the allowed uses in the C-G and C-R zones are very similar (with C-G being slightly less intense), no adverse impacts are expected from rezoning this property to C-G-3.

2. The C-G-3 zone has site design and building design standards (Section 5.4) similar to those of C-R-2, so no adverse impacts stemming from the difference in zones are expected from the design of the site or buildings.

3. Dimensional standards for development in the C-G-3 and C-R-2 zones are similar, but slightly different (see Exhibit B).

4. The requested C-G-3 zone is more compatible with the residential development to the west than the existing C-R-2 zone in terms of the built-out pattern of development. The buildings are closer to the street like the build-to zone required in the C-G-3 zone.

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 C-G-3 zone is consistent with the Southwest County Sector Plan’s MU-CC (Mixed Use-Community
Center) land use designation, which allows C-G zoning.

2. The MU-CC designation does not allow C-R zoning, so rezoning this property would bring these properties into compliance with the sector plan.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knoxville City Council for action on 4/6/2021 and 4/20/2021. 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.
12-B-20-RZ
REZONING

From:  C-R-2 (Regional Commercial)
To:  C-G-3 (General Commercial)

Petitioner: Forrester obo Northshore Market Investor, LLC, Taylor

Map No: 154
Jurisdiction: City

Original Print Date: 11/6/2020
Revised:

Knoxville - Knox County Planning Commission * City / County Building * Knoxville, TN 37902

Attachment: 12-B-20-RZ_pkg (8199 : Rezoning 2002 Thunderhead Rd. 12-B-20-RZ)
February 15, 2021

Knoxville-Knox Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, Tennessee 37902

RE: File No. 12-B-20-RZ
    File No. 12-C-20-SU

Dear Commissioners:

Please be informed that I represent the interests of the residential property owners of Northshore Town Center, the neighborhood surrounding applicant, Northshore Market Investor, LLC's property and applicant for the above-captioned agenda items.

I look forward to addressing the Commission on this important and historical matter at the upcoming March, 2021 Planning Commission meeting.

With best regards, I am

Yours very truly,

HODGES, DOUGHTY & CARSON, PLLC

Wayne A. Kline

WAK:kjc
ecc: Brittany Ford
    NTCneighbors@googlegroups.com
February 10, 2021

Knoxville-Knox Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, TN 37902

Re: Agenda Item No. 6 – File No. 12-B-20-RZ
   Agenda Item No. 24 – File No. 12-C-20-SU

Taylor Forrester on behalf of Northshore Market Investor, LLC

Dear Commissioners:

We are requesting an additional 30 day postponement and ask that these matters be reset to the next meeting on March 11, 2021.

Respectfully yours,

LONG, RAGSDALE & WATERS, P.C.

By: Taylor D. Forrester

1111 N. Northshore Drive, Suite S-700  Knoxville, Tennessee 37919-4074
865 584 4040  865 584 6084 fax  www.lrwlaw.com
† Of Counsel  *Also admitted in New York
Request to Postpone • Table • Withdraw

Name of Applicant: Taylor Forrester / Northshore Market Investor, LLC

Original File Number(s): 12-B-20-RZ; 12-C-20-SU

Date Scheduled for Planning Review: January 14, 2021

Date Request Filed: Request Accepted by:

REQUEST

☐ Postpone
Please postpone the above application(s) until:

February 11, 2021

DATE OF FUTURE PUBLIC MEETING

☐ Table
Please table the above application(s).

☐ Withdraw
Please withdraw the above application(s).

State reason for request:

Applicant is requesting an additional 30 day postponement to afford opportunity to engage in discussion with the residents in the Northshore Town Center.

Eligible for Fee Refund? ☐ Yes ☐ No

Amount:

Approved by: ______________________________

Date: ______________________________

APPLICATION AUTHORIZATION

I hereby certify that I am the property owner, applicant, or applicant’s authorized representative.

Signature: ______________________________

PLEASE PRINT

Name: Taylor D. Forrester

Address: 1111 N. Northshore Dr., Suite S-700

City: Knoxville State: TN Zip: 37919

Telephone: 865-584-4040

Fax: 865-584-6084

E-mail: TForrester@lnwlaw.com

PLEASE NOTE

Consistent with the guidelines set forth in Planning’s Administrative Rules and Procedures:

POSTPONEMENTS

Any first time (new) Planning application is eligible for one automatic postponement. This request is for 30 days only and does not require Planning approval if received no later than 3:30 p.m. on the Friday prior to the Planning Commission meeting. All other postponement requests must be acted upon by Planning before they can be officially postponed to a future public meeting.

TABLINGS

Any item requested for tabling must be acted upon by the Planning Commission before it can be officially tabled.

WITHDRAWALS

Any item is eligible for automatic withdrawal. A request for withdrawal must be received no later than 3:30 p.m. on the Friday prior to the Planning Commission meeting. Withdrawal requests that do not meet these guidelines must be acted upon by Planning Commission before they can be officially withdrawn.

Any new item withdrawn may be eligible for a fee refund according to the following:

Application withdrawal with fee refund will be permitted only if a written request is received prior to public notice. This request must be approved by either the Executive Director, or the Planning Services Manager. Applications may be withdrawn after this time, but without fee refund.
Michelle Portier <michelle.portier@knoxplanning.org>

Agenda Items: 11 & 24

Taylor Forrester <tforrester@lrwlaw.com>  
To: Michelle Portier <michelle.portier@knoxplanning.org>  
Tue, Dec 8, 2020 at 4:43 PM

Michelle,

We met with several NTC residents last night via Zoom to discuss. The residents asked for 30 days to discuss the proposed development in further detail, and the applicant is agreeable. Attached is the letter I uploaded to the Planning Commission website. I am emailing a copy to Debbie Stevens (who participated in the meeting last night).

TAYLOR D. FORRESTER

Long, Ragsdale & Waters, P.C.  
ATTORNEYS AT LAW

1111 N. Northshore Drive, Suite S-700  
Knoxville, Tennessee 37919

(865) 584-4040  
(865) 584-6084 fax

www.lrwlaw.com

Attachment: 2020.12.8 - Ltr to MPC - 30 day postponement.pdf (58K)
December 8, 2020

Knoxville-Knox Planning Commission
City-County Building, Suite 403
400 Main Street
Knoxville, TN 37902

Re:  Agenda Item No. 11 – File No. 12-B-20-RZ
     Agenda Item No. 24 – File No. 12-C-20-SU
     Taylor Forrester on behalf of Northshore Market Investor, LLC

Dear Commissioners:

I represent the applicant, Northshore Market Investor, LLC, in the above referenced Agenda Items that are presently scheduled for consideration on Thursday, December 10, 2020. We are requesting a 30 day postponement and ask that these matters be reset to the January 14, 2021 meeting.

We were able to participate in a meeting with several residents of the Northshore Town Center via Zoom on Monday evening [December 7th], to discuss the proposed development for the property at issue. The applicant and these residents want to further the discussions related to the proposed development and believe a 30 day postponement will be productive.

As such, on behalf of the applicant please postpone these matters for 30 days.

Respectfully yours,

LONG, RAGSDALE & WATERS, P.C.

By: Taylor D. Forrester
12-B-20-RZ
EXHIBIT A. Contextual Images
12-B-20-RZ
EXHIBIT A. Contextual Images

Comparison map showing zoning before and after the new zoning ordinance and map took effect
### Comparison of the Dimensional Standards of the Previous, Existing, and Requested Districts

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<th>C-R-2 Existing Zone</th>
<th>C-G-3 Requested Zone</th>
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<td>(Nonresidential Uses Only)</td>
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<td>Maximum Building Height</td>
<td>2-story minimum; 35' or 2.5 stories at the edge of the district</td>
<td>90'; however, structures must setback an additional 1' for every 2' of height over 45' from any required setback abutting a residential district lot line</td>
<td>Unlimited; however, structures must setback an additional 1' for every 2' of height over 45' from any required setback abutting a residential district lot line</td>
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</tr>
<tr>
<td>Minimum Build-To Percentage</td>
<td>N/A</td>
<td>N/A</td>
<td>70%</td>
</tr>
<tr>
<td>Minimum Interior Side Setback</td>
<td>0'</td>
<td>10', unless abutting a residential district, then 35'</td>
<td>None, unless abutting a residential district, then 20'</td>
</tr>
<tr>
<td>Minimum Corner Side Setback</td>
<td>To be determined by master plan, see below</td>
<td>20'</td>
<td>Build-To Zone: 0' to 15'</td>
</tr>
<tr>
<td>Minimum Build-To Percentage</td>
<td>N/A</td>
<td>N/A</td>
<td>60%</td>
</tr>
<tr>
<td>Minimum Rear Setback</td>
<td>To be determined by master plan, see below</td>
<td>10', unless abutting a residential district, then 30'</td>
<td>None, unless abutting a residential district, then 25'</td>
</tr>
</tbody>
</table>

### Approved Master Plan's Dimensional Standards for Medium Residential Development

<table>
<thead>
<tr>
<th></th>
<th>Single Family Attached - Medium Density Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Size</td>
<td>2,000 sq ft., 2,500 sq ft. on corner lot.</td>
</tr>
<tr>
<td>Maximum Lot Size</td>
<td>4,000 sq ft.</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>20' interior lot, 25' on corner lot</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>2-1/2 Stories / 35'</td>
</tr>
<tr>
<td>Minimum Height</td>
<td>1 story / 12'</td>
</tr>
<tr>
<td>Maximum Front Yard Setback</td>
<td>10' to habitable portion of the house.</td>
</tr>
<tr>
<td>Minimum Front Yard Setback</td>
<td>5' to nearest habitable portion of house.</td>
</tr>
<tr>
<td>Minimum Street Side Yard Setback</td>
<td>5'</td>
</tr>
<tr>
<td>Minimum Interior Side Yard Setback</td>
<td>0'</td>
</tr>
<tr>
<td>Minimum Rear Yard Setbacks, Main Building</td>
<td>25'</td>
</tr>
<tr>
<td>Minimum Rear Yard Setbacks, Accessory Buildings</td>
<td>5'</td>
</tr>
<tr>
<td>Maximum Building Coverage</td>
<td>70% of lot area</td>
</tr>
<tr>
<td>Maximum Impervious Cover</td>
<td>90% of lot area</td>
</tr>
<tr>
<td>Minimum Raised Foundation</td>
<td>18&quot;</td>
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</table>
### Comparison of the Dimensional Standards of the Previous, Existing, and Requested Districts

<table>
<thead>
<tr>
<th></th>
<th>TC-1 Previous Zone</th>
<th>C-R-2 Existing Zone</th>
<th>C-G-3 Requested Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bulk</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Lot Area</td>
<td>N/A (only the size of district regulated)</td>
<td>15,000sf</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>N/A (only the size of district regulated)</td>
<td>80'</td>
<td>None</td>
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<tr>
<td>Maximum Gross Floor Area (Nonresidential Uses Only)</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>2-story minimum; 35' or 2.5 stories at the edge of the district</td>
<td>90'; however, structures must set back an additional 1' for every 2' of height over 45' from any required setback abutting a residential district lot line</td>
<td>Unlimited; however, structures must set back an additional 1' for every 2' of height over 45' from any required setback abutting a residential district lot line</td>
</tr>
</tbody>
</table>

### Setbacks

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<tr>
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<td></td>
<td></td>
<td></td>
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March 11, 2021
Planning Commission meeting

Public Comments
47 Comments for 12-B-20-RZ

Wayne (37901), March 5, 2021 at 3:08 PM
Please see attached correspondence and supporting documents for your review from Mr. Kline regarding the above-referenced matters scheduled for the March 11, 2021, Planning Commission meeting. Thank you.

Applicant Correspondence
Karen March 5, 2021 at 2:46 PM
Please see attached correspondence and supporting documents for your review from Mr. Kline

Matt (37922), March 4, 2021 at 1:09 PM
The realization is we as neighbors may not be able to stop it, but often through negotiations things can be a win/win. NTC was to have ample walking trails in the original plan, that never materialized. It could be this is the time we ask the developer for funding for a sidewalk connector heading west to Carl Cowan Park be added to the developer requirements, substantially increasing walking and trail alternatives. Its doable along Northshore drive and would give the exploding population in this area a natural walkway to that park which then also gets access not Ionly Carl Cowen Park to Admiral Farragut park.

Carl (37922), March 4, 2021 at 9:48 AM
The population density caused by more apartments is a dangerose trend. Our roads are very narrow and are already overcrowded at certain times. You will have to add fire houses and police in order to make the community safe and that is obviously not happening. The last item is schools. Our schools are not equipped to handle the additional requirements and expansion of existing schools needed if more apartment complexes are built. You had better give some careful consideration to the impact on existing communities if more apartment complexes are allowed to be built. The neighborhoods will become overcrowded and with that crime will increase which will ultimately ruin neighborhoods and cause homeowner property value to decrease.

Patti (37922), March 2, 2021 at 1:37 PM
Please deny the petition for the development of more apartments in Northshore Town Center. Traffic on Northshore Dr is already congested due to the existing apartments and elementary school. It’s difficult to get into and out of the surrounding neighborhoods. The increased density will also cause adverse effects to community safety and home values. Keeping to the original (well, current) plan would benefit the community and help keep home values where they are, or even increase them. Which, in turn, could bring more tax revenue to the city. We are looking forward to the completion of
the current plan, bringing more restaurants and unique retail stores. Yes, that will increase traffic some, but not as much as the proposed apartment complex would bring.

**Theresa (37922), March 2, 2021 at 1:30 PM**

We are opposed to the rezoning of this property. NO APPARTMENTS SHOULD BE BUILT HERE. Zoning should remain same as the original intent of providing restaurants, unique businesses, etc. NO MORE HIGH DENSITY RESIDENTIAL UNITS! TRAFFIC IS ALWAYS A NIGHTMARE!

**Louis (37922), March 2, 2021 at 12:44 PM**

I cannot visualize the need for several hundred more apartment units around the pond. This would drastically increase the current traffic congestion in the mornings and afternoons because of the Northshore elementary buses and cars dropping kids in the morning and later picking them up after school. I also question the amount of traffic Thunderhead can readily handle especially the roundabout thereon. Additionally the traffic flow to the east towards the other roundabout will cause more congestion in the AM and PM. Further, other than profitability, I see no rationale for "dumping" the current zoning and concept plan that was sold to the community some years ago.

**JoAnne (37922), March 2, 2021 at 9:36 AM**

Living in this area for the past 7 years much of the land here has been developed. I do not believe that we need more living space in this area. Restaurants and other business would be welcomed by the people that already live here. North shore is already congested enough. We need no more apartments in the Town Center area. Thank you

**Jonathan (37922), March 2, 2021 at 9:24 AM**

My wife, son and I live in a neighboring subdivision to Northshore Town Center, Lakeridge/Tierra Verde. When the first apartment complex was approved, we opposed it and remain in opposition for approval of another apartment complex. The plan that was approved initially was to develop a "town center" and not multiple apartment complexes. We would support additional retail and restaurants as that doesn't cause permanent increase in residents. Please listen to the residents that this decision impacts and reject the request to amend the plan to include apartment complexes.

**Rocky (37922), March 1, 2021 at 9:37 AM**

The developer has poorly honored previous commitments as evidenced by this latest request. How many times must the disingenuous promises be broken before the MPC takes a stand. If the MPC does not vote no, it will prove to developers that the MPC is insignificant, it does not support the local community/residences and that any developer can get whatever they want by simply making hollow promises and proclamations without injury to their current or future requests.

**Todd (37922), February 23, 2021 at 11:17 AM**

Though our case has been postponed, I would like to reiterate that my position against having the zoning overlay removed. Thank you for your consideration. Todd Snyder

**Krista (N/A), February 11, 2021 at 11:20 AM**

I hope you can understand our extreme concerns for this proposed layover. Our intentions are sound as we want the best for our neighborhood and community.

**Applicant Correspondence**

**Taylor (na), February 11, 2021 at 11:11 AM**

postponement request

View Attachment
Amy February 10, 2021 at 3:27 PM
I’m writing in regards to the rezoning of the Northshore Town center area (12-B-20-RZ and 12-C-20-SU). We bought our home in October of 2019 in large part due to the current and proposed development of this area. We are gravely concerned that the proposed development changes will devalue our home and cause strain on the school system. We ask that you leave the zoning of these two areas as they were intended.

Debra (37922), February 10, 2021 at 2:25 PM
I am writing to ask you to NOT approve the zoning request for Daniel Corp to the Northshore Town Center zoning overlay. Cases 12-B-20-RZ and 12-C-20-SU
When originally approved, the town center zoning overly created a community like no other. Over time, developers have continuously worked to dismantle this vision that we all invested in. What was once a community that was proposed to be single family homes, shopping, and restaurants, has been systematically dismantled by developers.

Dee (37922), February 10, 2021 at 1:57 PM
I am writing to ask you to NOT approve the zoning request for Daniel Corp to the Northshore Town Center zoning overlay. Cases 12-B-20-RZ and 12-C-20-SU
When originally approved, the town center zoning overly created a community like no other. Over time, developers have continuously worked to dismantle this vision that we all invested in. What was once a community that was proposed to be single family homes, shopping, and restaurants, has been systematically dismantled by developers.

Ashley (37922), February 10, 2021 at 1:39 PM
Case 12-B-20-RZ/12-C-20-SUNorthshore Town Center was designed to be a town center and this is what the property owners bought into. It is not acceptable to change the plans after someone has invested their money in a home to create a lifestyle for themselves. The property value will no doubt decrease with the apartment complex and the ability for future growth of businesses and restaurants will be gone. The bottom line is simply that this neighborhood is unique for Knoxville and that is why it has been so popular. Personally, this affects my investment in my home and the reason that I decided to build a life at Northshore Town Center.

Susan (37922), February 10, 2021 at 1:31 PM

JP (37922), February 10, 2021 at 1:14 PM
I would like to express my concern to the proposed apartment complex density at 2002 Thunderhead Rd. The amount of new individuals young and old seems high based of an already completed apartment complex across the street. Some of my concerns are listed below. I think a more mixed use (apartment/retail) design would be in favor based off the original plans we were sold on. This is what we were sold on happening over five years ago. I believe the town center concept is great for Knoxville and with a successful grow model it could happen in other Knoxville areas.

1. Environment - what happens to the pond/lake the apartments will be around. Paving/covering all that dirt will lead to greater run off2. Density - the area at time is already over crowded mainly based off traffic concerns3. School zoning - is the school able to handle the increase density? We built in the town center to walk our kids to school 4. Original approved planned - again we built, pay city and county taxes based of the original plan. If the original plan is changed can we change the annex of the neighborhood?5. City Fire/Police/Ambulance - since we are an annex of the city the closes fire department is at West Hills. When we called the fire department it took over 20 minutes for them to arrive. The increased density, traffic, etc cannot wait for over 20 minutes for these services.
Larry February 10, 2021 at 12:59 PM

Cherie (37922), February 10, 2021 at 12:41 PM
Please see attached document

Patrick (37922), February 10, 2021 at 12:16 PM
See attached .pdf

Jennifer (37922), February 10, 2021 at 11:24 AM
This is in reference to cases 12-B-20-RZ or 12-C-20-SU and the development of Northshore Town center. I have attached a letter for your consideration prior to Thursday's hearing.

Vernon (37922), February 10, 2021 at 11:07 AM
see attached PDF

Piers (37922), February 10, 2021 at 10:45 AM
I want to voice my concern over the proposed rezoning of the North Shore Town Center area around Thunderhead Road.

Susan (37922), February 10, 2021 at 10:42 AM
Northshore Town Center was built upon the premise that we were living in a town center. The purpose of a town center is to recreate a piece of the city where one doesn’t exist. Whereas traditional suburbs keep home, work, and retail separate, town centers usually have a mix of shops, housing, and other spaces such as libraries or offices. I am 100% opposed to the development of the apartment complex which goes against what the original agreement was. This is not what the residents of this community signed up for. Homes in this community get a high amount per square footage which in part is due to the benefits associated with living in a town center. I am not, however, opposed to amended plans which include a combination of retail, restaurant, and single-family living spaces. If this is allowed it will have a direct impact on me personally. My house value will decrease which is not tolerable when was not what the plan was for the community. Secondly, this town center has grown and helped support local restaurants but if you start changing the concept you start changing the folks that live there. So, what happens then? Please do not allow this change to be granted for the sake of those living in the town center and for the local businesses who rely on our community as a large source of their patrons.

julie (37922), February 10, 2021 at 10:41 AM
I am writing with my concerns about removing the overlay on the property adjacent to my home. This involves cases 12-C-20-SU and 12-B-20-RZ. I built my home with the understanding that this would be a Town Center with a blend of restaurants and shops with residential homes surrounding it. As a part of the NTC Neighbors, I have concerns about the
traffic density, my home value, and overall quality of living space if this overlay is removed. This is not what I was promised when I signed up to live here! Please keep the beauty and quaintness of this neighborhood intact!!

Sharon (37922), February 10, 2021 at 10:38 AM

We are hiring an attorney to represent us. We would like to postpone for 30 days so that our attorney has time to prepare. We purchased our home entirely based on the Town Center concept that MPC laid out several years ago (MPC 2033 Vision Report). We love the opportunity to walk to retail and restaurants as outlined in this plan. We would be open to mixed use development (combo retail, restaurant, single family use), but not apartments. The neighborhood is already dense enough. Adding more people could create environmental issues, overcrowded school, etc. We fear our property value would decline with so many apartments nearby. We have already accepted that we have one apartment complex onsite already. We do NOT need two! Completely destroys the original concept and we vehemently oppose.

Stephanie (37922), February 10, 2021 at 10:34 AM

RE: Case Nos. 12-B-20-RZ and 12-C-20-SU

I write to express my vehement opposition to the proposed removal of the zoning overlay and subsequent building of additional apartment/high-density residential complexes in the Northshore Town Center. My husband and I purchased a home in the Northshore Town Center neighborhood this past summer, excited about the prospects of living in a mixed-use development – the only of one its kind in Knoxville outside of downtown. We specifically chose our home based on the concept of a town center and the opportunities and lifestyle that it provides. We researched the proposed plans for the continued development of the area and were excited for the mixed-use development it promised. Lifting the zoning overlay will essentially kill any future mixed-use development of this kind. In addition to the overall disappointment that our dreams for our neighborhood would so quickly be dashed (and our concern on how this will impact our future property value), we are worried, furthermore, about the additional traffic, environmental impacts, and the strain to the school and related resources. Removing the overlay and adding high-density apartments will completely void the possibility of making this area a true town center and make our neighborhood just another conglomeration of “make as much money as you can” developments that currently exist in Knoxville. I plead that you deny the request to lift the zoning overlay on this land.

Louise (37922), February 10, 2021 at 10:30 AM

Brittany (37922), February 10, 2021 at 9:57 AM

When my husband and I chose the NTC as the spot for our dream home in 2019, we envisioned a unique blend of small community mixed with amenities and local business we could walk to with our children. The concept of a walkable town center right down the street from our home and the school our children would eventually attend sold us immediately. After learning that the investors/developers had petitioned the MPC for removal of the zoning overlay in order to build ANOTHER apartment complex in this tiny community, I felt two emotions: anger and sadness. Based on the way the developers petitioned the MPC (it seemed to be totally in secret and in no way involved the neighbors as allies in this project), it’s clear that those who are involved in this project are in no way concerned with losing the environment of a walkable town center that we homeowners signed up for. This household, like many others, is wholly against a project on the Northshore Town Center Property consisting only of multi-family housing. My hope is that the developer will work with us, the neighbors, to reach a solution that works for everyone involved.

Dean (37922), February 10, 2021 at 9:29 AM

This is in reference to Case Nos. 12-B-20-RZ and 12-C-20-SU. Having purchased a million dollar home in Northshore Town Center not more than 3 months ago, I am shocked to learn of the developer's plans to reverse plans to develop mixed use space development in favor of simply multi-family apartments. This is clearly not what I anticipated when purchasing my home in this area. Nor is it a plan consistent with the plans reviewed as part of my due diligence to relocate to the Northshore Town Center neighborhood. The decision to purchase was based in part on the beauty of the community as
well as the future development of property consistent with and complementary to, the existing community. The Developer's intention to now jettison the previous cogent and complementary conceptual development in favor of apartment buildings raises numerous concerns. Depreciation of property values, diminution of aesthetics, density concern coupled with environmental impacts based on multi-family apartments in a small area, traffic, the added congestion and logjams to the neighboring school much less negative ingress and egress issues to our existing neighborhood, all make the Developer's current plan untenable.

Please see the attached letter uploaded here. We respectfully request the MPC reject the Developer's current site plan.

Thank you

Tawny (37922), February 10, 2021 at 9:16 AM
My family recently purchased a home in Northshore Town Center from out of state, and I am writing in regard to the rezoning discussion (12-B-20-RZ and 12-C-20-SU). I am deeply concerned with the proposal at hand and the impact it will have on our community. We moved here under the assumption that the Town Center would retain its initial concept and remain a mixed-use space, and not consist solely of apartment complexes around our lake area. Such a development would not only be environmentally and visually unsound, it would negatively impact the property value of our home and create school density issues which trouble me as the mother of a child on track to attend Northshore Elementary (one of the primary reasons we moved here). The traffic impacts will also create new stressors and delays for the residents of this community. My family has been very excited about this beautiful place we have moved... please do not greenlight this development and diminish that.

Anderson (37922), February 10, 2021 at 9:12 AM
My husband and I are a young couple building in the Northshore town center neighborhood. What drew us to this area were the amenities and restaurants the town center has offered and the potential for the town center to grow in this way. When we heard of more apartment complexes petitioning to be build, I was perplexed why this would not be more shopping and restaurant space. I think an additional apartment complex would overcrowd the already crowded town center. I think we can find a much better utilization of space for this area by the lake. Additional restaurants and retail would provide more jobs for the surrounding community. I would also love to see NTC as an environmentally friendly place. We need more greenery and less parking lots and apartment buildings. My dream for NTC would be to partner with companies like Target and the Elementary school to create greenhouses on the roof of these buildings to help reduce our carbon footprint. ( How cool would the elementary science classes be?! :) ) I think this could bring a lot of revenue and publicity to the town center if we adopted ideas and practices like this.

Jim (37922), February 10, 2021 at 9:05 AM
I am very concerned about the efforts to rezone the Northshore Town Center area around the lake. I researched and bought my property in this neighborhood to enjoy with my family. I bought in this neighborhood based on what we were told would be a proper town center area by the lake. My wife walks daily in the neighborhood and feels very safe; adding apartments will change that dynamic. The environmental impact will be an issue as well; let alone the additional school traffic that we already deal with on a daily basis. I am to say the least concerned about my property value as well, this change in plans will decrease the value of the homes we worked hard to build.

Please consider those of us in the Northshore Town Center who are in this neighborhood because of the previous plans that were in place. I don't oppose building us the area but do wish the board would consider changing the concept to more of what was promised previously.

Randall (37922), February 10, 2021 at 9:00 AM
As an original lot owner and now homeowner in Northshore Towne Center, I wish to convey my deep concern regarding the MPC's recommendation to rezone the property on Thunderhead surrounding the pond. We already have plenty of population density at NTC due to the Aventine apartments. When my wife and I purchased this lot and decided to build, we did so based upon the promise of the mixed use, truly planned "village like" community concept. We have indulged the
"double taxation" political gaming of annexation to the city and are one of only a few homeowners of the thousands in the city that have to pay city AND county taxes. And now, after buying and building in good faith, you want to support the developer in switching the rules to allow yet another apartment complex to surround us. This is fraudulent and blatantly unfair to us NTC homeowners. I can support a mixed-use residential area around the pond that allows for lower-density residences or lofts over businesses, etc. This NTC zoning has changed so many times over the years and the repeated changing of the rules is just not right. Has the developer truly attempted to attract customers with fair pricing based upon the original intent of this property plan? I respectfully ask the MPC to maintain the current mixed-use zoning for this project.

Tammy (37922), February 10, 2021 at 8:59 AM
Our family is very concerned about the addition of apartments to the front of our beloved neighborhood. We bought and build our home in the NTC with the assumption that what we had seen in the first drawings would be what we would see in a proper Town Center. Adding apartments to the towncenter neighborhood will impact our investment; one we worked hard to establish. Our property value will decline if additional apartments are added and take away from the life style we are trying to establish for our Knoxville neighborhood. The additional school traffic and school zoning will be a nightmare to those of us who work and try and get in and out of our neighborhood at the same times school is in session. This is already an issue, but we work together to try and accommodate all parties. The environmental impact will be another issue, the lake and area around it should be made into what it was planned for, a place for all of us to enjoy not just those who these apartments will house.

This is in no way what we signed up for when we spent our money to buy and build in the Northshore Town Center; it will be very disappointing if the board choses to make this change. Please consider our concerns.

Paul (37922), February 10, 2021 at 8:49 AM
As a residents of the Northshore Town Center, my wife and I respectfully ask the board to deny rezoning changes that would allow for additional multi family housing to be built in the Town Center. Adding additional multi family housing will certainly alter the intended plan for this property as a "Town Center" development (uncongested, walkable, attractive). We built in this area because of the appeal that is inherent in a Town Center. We currently have a large multi family complex. Additional units will only diminish the livability that current residents now enjoy and most like diminish our property values as well. Thank you for your consideration.

Jillian (37922), February 10, 2021 at 8:47 AM
I am writing in response to 12-B-20-RZ - the removal of the zoning overlay. I am opposed to this for multiple reasons. We build in the Northshore Town Center in 2017 under the assumption that the land around Thunderhead Road would eventually be mixed use property. We had seen the overlay, the plans for the future and were very excited about such a fun and unique area in Knoxville. We were hopeful for the expansion of office space, restaurants and single family homes. We also built here due to the proximity of the elementary school - Northshore Elementary. We have two young daughters who attend the school, one is in kindergarten. We are concerned about school zoning density. There are already apartments at the base of our neighborhood, we don't need to add more residential density to the area. We are also concerned about our property values. Retaining the mixed use overlay would add something special and unique to this area of Knoxville. Adding apartment buildings would not and surely our property values would suffer. I hope you consider our concerns and the fact that this truly was not what we signed up for when choosing to build in this area.

Brandon (37922), February 10, 2021 at 8:46 AM
I'm writing in regard to the town center overlay at Northshore Town Center (12-B-20-RZ and 12-C-20-SU). We bought our home in the neighborhood 6 years ago because of the town center master plan. Per the master plan and town center overlay, we would like to see accessible mixed use (including restaurants, retail shops, public boardwalk, and water access) incorporated into the proposed development next to the lake on Thunderhead.

Frank (37922), February 9, 2021 at 11:35 PM
I am writing to express my concerns about items 12-B-20-RZ and 12-C-20-SU. My wife and I were the first to build and move into the town center in 2006. We had witnessed the power of a town center and mixed used developments in other cities across the US such as Reston, VA, Cherry Hill, CO and were excited to see new urbanism come to Knoxville. Unfortunately, over the years we have also seen parcel after parcel of the proposed town center be chipped away. Each time there is a change it seems to make the motivation to create a mixed use development lessen. This rezoning just reinforces the perceptions and stereo type of Knoxville as a disappointing city with no vision of how to be greater than what it was 50 years ago. It is frustrating, disappointing, and not what we signed up for when we built our homes here. Allowing a second set of apartments to be built along the waterfront on Thunderhead is NOT the solution to achieve any goals that Knoxville desires. I am tired of explaining to my friends that have left Knoxville to believe this is a city to come back to as when they visit we have to explain there is still a vision and still a plan. We built twice in NTC under the assumption that the Town Center would be supported by the city of Knoxville to build a mixed-use town center. Another apartment complex is not what we signed up for and paid taxes to the city since 2006 to support. Please do not approve the development of more apartments.

Stephanie (37922), February 9, 2021 at 10:36 PM

I am writing to express my concerns about items 12-B-20-RZ and 12-C-20-SU. My husband and I built in Northshore Town Center in 2006. In fact, we were the first family to move in! We were early adopters of the town center concept and were excited to see new urbanism come to Knoxville. Since 2006, we have watched our neighborhood grow into what we believe is the best residential spot in town, so much so that we built a second home in the neighborhood in 2014. We just can't imagine living anywhere else.

Unfortunately, over the years we have also seen parcel after parcel of the proposed town center be chipped away. Each time a change came up with MPC, we were told that if only we would allow Target, or Publix, or Aventine, or Chick-Fil-A, or ORNL Credit Union, that then the rest of the town center would be able to be completed as originally intended. And now here we are again, looking at another piece of the town center being taken away. It is frustrating, disappointing, and not what we signed up for when we built our homes here.

I still believe NTC can be a true town center, with mixed-use spaces, but allowing a second set of apartments to be built along the waterfront is NOT the solution. Please do not let the chance for Knoxville to have a truly unique mixed-use development slip away.

Kevin and Amy (37922), February 9, 2021 at 10:28 PM

Please do not remove the zoning overlay originally established by the Knoxville MPC. Please see our attached letter.

View Attachment

Todd (37922), February 9, 2021 at 9:16 PM

I would like to express my strong belief that the MPC should not support any removal of the zoning overlay at Northshore Town Center. I am building a town home in NTC based on the concept that was/is promoted by CHM Development. See http://chmllc.com/portfolio_page/northshore-2/ The mixed use concept is at the very core of the concept, and simply building out high density apartments will certainly destroy the concept we've all be sold. Please support a better Knoxville and do not allow developers to get rich building more multi-family housing at the expense of NTC homeowners. Thank you for your attention to this important matter.

Applicant Correspondence

Taylor (na), February 9, 2021 at 5:13 PM

History of Development at Northshore Town Center

View Attachment
Applicant Correspondence

Taylor (na), February 9, 2021 at 5:12 PM
Exhibit G - Density Study

Applicant Correspondence

Taylor (37919), December 8, 2020 at 4:40 PM
Please find attached a correspondence on behalf of the applicant requesting a 30 day postponement.

View Attachment
The Planning Commission met in regular session on March 11, 2021 at 1:30 p.m. via an electronic meeting through ZOOM.

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

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

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

12. **TAYLOR FORRESTER O/B/O NORTHSHORE MARKET INVESTOR, LLC**

2002 Thunderhead Road / Parcel ID 154 09813, Council District 2. Rezoning from C-R-2 (Regional Commercial) to C-G-3 (General Commercial).

1. **STAFF RECOMMENDATION**

   APPROVE C-G-3 (General Commercial) zoning because it would allow development more consistent with the surrounding area.

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

A roll-call vote was taken.

**MOTION CARRIED 13-1 (ADAMS NO). 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 o/b/o Northshore Market Investor LLC

Applicant Name

10/26/2020 12/10/2020 12-B-20-RZ

Date Filed Meeting Date (if applicable) File Numbers(s)

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

☒ Applicant ☐ Owner ☐ Cption Holder ☐ Project Surveyor ☐ Engineer ☐ Architect/Landscape Architect

Taylor D. Forrester Long, Ragsdale & Waters, P.C.

Name Company

1111 N. Northshore Drive, Suite S-700 Knoxville TN 37919

Address City State Zip

865-584-4040 tforrester@lrwlaw.com

Phone Email

CURRENT PROPERTY INFO

Northshore Market Investor LLC 6312 Kingston Pike, Ste C, Knoxville, TN

Owner Name (if different) Owner Address Owner Phone

2002 Thunderhead Road 154 09813

Property Address Parcel ID

East side of Town Center Blvd, South side of Boardwalk Blvd 9.53 acres

General Location Tract Size

2nd District C-R-2

Jurisdiction (specify district above) ☐ City ☐ County Zoning District

Southwest County MU-CC N/A (within City limits)

Planning Sector Sector Plan Land Use Classification Growth Policy Plan Designation

Vacant N KUB KUB

Existing Land Use Septic (Y/N) Sewer Provider Water Provider

Packet Pg. 77
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: ________________________________
  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

STAFF USE ONLY

☐ Code: 0327

FEE 1: $1,950.00

FEE 2: _____________________________

FEE 3: _____________________________

TOTAL: $1,950.00

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

Taylor Forrester  Taylor D. Forrester  10/26/20
Applicant Signature  Please Print  Date
865-584-4040  tforrester@lrwlaw.com
Phone Number  Email

Michelle Portier  10/26/20
Staff Signature  Please Print  Date
MEMORANDUM

TO: Knoxville-Knox Planning Commission
FROM: Taylor D. Forrester
RE: Development Request by Taylor D. Forrester o/b/o Northshore Market Investor LLC for property located at 2002 Thunderhead Road Parcel 154 09813 ("Property")
DATE: October 26, 2020

Dear Professional Staff,

We are requesting relief from the Planned Development Overlay for the Property because the Northshore Town Center Master Plan is not consistent with the development within the Northshore Town Center. Per the Master Plan a portion of the Property was to be used for Medium Density Residential and the other portion was located in the Mixed Core. The majority of the developments within the Northshore Town Center have not been development in accordance with the Master Plan. The proposed use for the Property is multi-family. Being required to adhere to the Planned Development Overlay/Master Plan, would either preclude or disrupt the proposed development.

The stated reasons are not intended to be an exhaustive list, and the applicant reserves the right to supplement.
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:

<table>
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<tr>
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<th>and</th>
<th>Dec. 11, 2020</th>
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<tbody>
<tr>
<td>(15 days before the Planning Commission meeting)</td>
<td>(the day after the Planning Commission meeting)</td>
<td></td>
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Signature: [Signature]

Printed Name: [Signature]

Phone: [Signature] Email: [Signature]

Date: [Signature] File Number: [Signature]

REVISED MARCH 2019
KNOX CTY METRO PLANN  
400 W MAIN ST # 403  
KNOXVILLE TN 37902--242

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Sales Rep: cscheiderm  
Order Taker: cscheiderm  
Order Created: 03/16/2021

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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 April 6, 2021 at 6:00 a.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.

PLANS / STUDIES / REPORTS
KNOXVILLE-KNOX COUNTY PLANNING - 2021 One Year Plan
Planning Commission Recommendation: Approve One Year Plan.

STREET/ALLEY CLOSURES
CENTRAL BAPTIST CHURCH OF BEARDEN - Request closure of Unnamed Alley between Anderson Dr. and the western property line of Parcel 121A80118 and bisecting Parcel 121A8017. Council District 2, West City Sector. Planning Commission Recommendation: Approve closure subject to any required easements.


REZONINGS/PLAN AMENDMENTS

BENJAMIN C. MULLINS O/B/O HILTON CAPITAL GROUP - 2400 & 2600 Merchant Dr. & 5991 Oakhill Dr. / Parcel ID 80 J B 024, 021 & 023. Rezoning from C-N (Neighborhood Commercial) and AG (Agricultural) / HP (Hillside Protection) to R-5 (General Residential Neighborhood) / HP (Hillside Protection) for 2400 Merchant Dr. and from AG (Agricultural) / HP (Hillside Protection) to R-5 (General Residential Neighborhood) / HP (Hillside Protection) for 2600 Merchant Dr. and 5991 Oakhill Dr., Council District 5, Northwest City Sector. Planning Commission Recommendation: Approve R-5 / HP rezoning.

BENJAMIN C. MULLINS O/B/O HILTON CAPITAL GROUP - 2400 & 2600 Merchant Dr. & 5991 Oakhill Dr. / Parcel ID 80 J B 024, 021 & 023. One Year Plan Amendment from LDR (Low Density Residential) / HP (Hillside Protection) to MDR/O (Medium Density Residential/Office) / HP (Hillside Protection). Council District 5, Northwest City Sector. Planning Commission Recommendation: Approve One Year Plan Amendment to MDR/O / HP.

BENJAMIN C. MULLINS O/B/O HILTON CAPITAL GROUP - 2400 & 2600 Merchant Dr. & 5991 Oakhill Dr. / Parcel ID 80 J B 024, 021 & 023. Northwest City Sector Plan Amendment from LDR (Low Density Residential) / HP (Hillside Protection) to MDR/O (Medium Density Residential/Office) / HP (Hillside Protection). Council District 5, Northwest City Sector. Planning Commission Action: Approve Sector Plan Amendment to MDR/O / HP.

TAYLOR FORRESTEE O/B/O NORTHSHORE MARKET INVESTOR LLC - 2020
Thunderhead Rd / Parcel ID 154 08913. Rezoning from C-R-2 (Regional Commercial) to C-G-3 (General Commercial). Council District 2, Southwest County Sector. Planning Commission Recommendation: Approve C-G-3 zoning.


BENJAMIN C. MULLINS - 2910, 2912 & 3000 Greenway Dr. / Parcel ID 59 P D 010 & 011. Rezoning from RN-1 (Single-Family Residential Neighborhood) / F (Floodway) to RN-4 (General Residential Neighborhood) / F (Floodway) for 2910 and 2912 Greenway Dr. and from RN-1 (Single-Family Residential Neighborhood) / F (Floodway) / HP (Hillside Protection Overlay) to RN-4 (General Residential Neighborhood) / F (Floodway) / HP (Hillside Protection Overlay) for 3000 Greenway Dr. Council District 4, North City Sector. Planning Commission Recommendation: Approve RN-2 / F zoning on all properties and HP Overlay on 3000 Greenway Dr.
AGENDA SUMMARY: A Resolution appointing Councilmember Amelia Parker to serve on the Board of Directors of Community Television of Knoxville.

COUNCIL DISTRICT(S) AFFECTED

All

BACKGROUND

This Resolution appoints Councilmember Amelia Parker to the Board of Directors of Community Television of Knoxville. CTV's bylaws require that one board member be appointed by City Council to represent City Council on the board.

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

FISCAL INFORMATION

ATTACHMENTS:

- Resolution- Appointing Amelia Parker to the Community Television Board of Directors (DOC)
RESULT: APPROVED [UNANIMOUS]
MOVER: Seema Singh, Third District
SECONDER: Gwen McKenzie, Vice-Mayor, Sixth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
WHEREAS, Knoxville City Council approved the Charter and bylaws for a nonprofit corporation known as Community Television of Knoxville on August 14, 1984, by Resolution No. R-195-84; and

WHEREAS, Article III, Section 2 of the bylaws of Community Television of Knoxville provides for a Board of Directors consisting of not fewer than five nor more than eleven members, who will be appointed for terms of three years each, beginning on February 1 (except for the initial board); and

WHEREAS, said bylaws further provide that one director shall be named by the City Council; and

WHEREAS, the Council finds that City Councilmember Amelia Parker is well qualified to serve as a member of the Board and Council desires to appoint her to that position.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF KNOXVILLE:

SECTION 1: City Councilmember Amelia Parker is hereby appointed and confirmed to serve on the Board of Directors of Community Television until January 31, 2024 or until her position is otherwise filled pursuant to the Charter and bylaws of the corporation.

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

___________________________________
Presiding Officer of the Council

___________________________________
City Recorder
AGENDA DATE: May 18, 2021
DEPARTMENT: Administration
DIRECTOR: Mayor's Office

AGENDA SUMMARY A Resolution confirming the appointment of Lola Alapo to the Visit Knoxville Board of Directors.

COUNCIL DISTRICT(S) AFFECTED All

BACKGROUND
Lola Alapo
1101 Cumberland Avenue
Knoxville, TN 37996
lola.alapo@tennessee.edu

Term: July 1, 2021 - June 30, 2024

Lola Alapo has spent her career telling people’s stories through the written word. She has worked as a newspaper journalist, a public relations specialist and a science writer. She currently is the public information officer for the University of Tennessee Police Department. A Nigerian-born, New York-raised Tennessean, Lola loves the outdoors and travel—especially using both passions for a purpose. She hiked Mount Kilimanjaro in Tanzania, Pico Duarte in the Dominican Republic and the Inca Trek to Machu Picchu in Peru through Compassion International to raise money for children’s needs.

Locally, Lola has served on the City of Knoxville’s Neighborhood Advisory Council (At-Large Seat C, 2015-2017). She is chair of the Board of Advisors for the University of Tennessee Master of Public Policy and Administration Program (2015 to present). She is actively involved at Cedar Springs Presbyterian Church and served on its pastoral search team (2017-2020).

Lola believes any season in East Tennessee is a season for the outdoors. Favorite hikes include the River Boardwalk Trail and Ross Marble Quarry at Ijams; North and South Old Mac trails at Frozen Head State Park; and Rainbow Falls trail to Mt. LeConte in the Smokies.

OPTIONS

RECOMMENDATION
ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

FISCAL INFORMATION

ATTACHMENTS:
- Resolution, Alapo appt (DOC)

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
RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE CONFIRMING THE APPOINTMENT OF LOLA ALAPO TO THE VISIT KNOXVILLE BOARD OF DIRECTORS.

RESOLUTION NO: R-146-2021
REQUESTED BY: Mayor
PREPARED BY: Law Department
APPROVED: 5-18-2021
APPROVED AS AN EMERGENCY MEASURE: 
MINUTE BOOK: 85 PAGE

WHEREAS, the City of Knoxville (the “City”) recognizes that tourism plays an important role in the social, cultural and economic vibrancy of the City and the benefits that come from being a recognized tourism destination; and

WHEREAS, in the City’s efforts to becoming a first-class tourism destination, the City along with Knox County have contracted with Knoxville Convention & Visitors Bureau, Inc. d/b/a Visit Knoxville (hereinafter referred to as “Visit Knoxville”) to provide destination marketing and event management services; and

WHEREAS, the contract with Visit Knoxville provides for a Board of Directors consisting of 11 members, six appointed by the County Mayor subject to confirmation by County Commission, three appointed by the Mayor of the City subject to confirmation by City Council, and two independent members to be appointed by the Visit Knoxville Board of Directors; and
WHEREAS, the Mayor of the City may submit names of individuals to be considered as potential nominees for an independent member position; and

WHEREAS, the Mayor has appointed Lola Alapo to serve as a member of the Visit Knoxville Board of Directors.

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

SECTION 1: The Council of the City of Knoxville hereby confirms the appointment of Lola Alapo, 1101 Cumberland Avenue, Knoxville, Tennessee 37996 to the Visit Knoxville Board of Directors for a term beginning July 1, 2021 and ending June 30, 2024.

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
AGENDA DATE: May 18, 2021
DEPARTMENT: Finance
DIRECTOR: Susan Gennoe

AGENDA SUMMARY An Ordinance making and fixing the annual appropriations for the several departments, agencies, and funds of the City of Knoxville for the fiscal period beginning July 1, 2021 and ending June 30, 2022 and providing the authority to reappropriate non-project related encumbrances at the end of FY 20/21 into FY 21/22.

COUNCIL DISTRICT(S) AFFECTED
All

BACKGROUND
This ordinance establishes the budget for the City for the FY 21/22 Fiscal Year. The budget is approved by fund, with the exception of the General Fund budget which is approved by department. This ordinance also ensures that all non-project related encumbrances as of the end of FY 2021, including all contracts and purchase orders open but not yet spent at the end of FY 20/21 are reappropriated within their corresponding funds into the new FY 21/22 budget.

OPTIONS Approve or disapprove the budget ordinance

RECOMMENDATION Approve the budget ordinance

ESTIMATED PROJECT SCHEDULE The budget for FY 21/22 will go into effect on July 1, 2021.

PRIOR ACTION/REVIEW

FISCAL INFORMATION See attached information

ATTACHMENTS: FY 21-22 Budget Ordinance - Proposed

ATTACHMENTS:
- ordinance, FY 21-22 appropriations (DOCX)
- FY21-22 Proposed Agency Grants Appendix (PDF)
RESULT: APPROVED [8 TO 1]
MOVER: Lynne Fugate, At-Large Seat A
SECONDER: Gwen McKenzie, Vice-Mayor, Sixth District
AYES: Fugate, McKenzie, Rider, Roberto, Singh, Smith, Testerman, Thomas
NAYS: Amelia Parker

HISTORY:
05/04/21 City Council APPROVED ON FIRST READING
Next: 05/18/21

Discussion:
Mayor Kincannon

Speaking against the ordinance:
Moira Connelly, 5726 Briscoe Cir
Tyler Givens, 1823 Explorer Ln
David Hayes, 1312 Hawthorne Ave
Without objection, an additional speaker was permitted to speak.
Zimbabwe Matavou, 1828 McCalla Ave

Discussion:
Mayor Kincannon, Council Member Singh, Charles Swanson, Law Director; and Council Members Parker and Fugate
WHEREAS, the Mayor, pursuant to Section 901 of the Charter of the City of Knoxville, has submitted to Council an annual budget for all operating funds of the City of Knoxville for the fiscal period beginning July 1, 2021, and ending June 30, 2022, covering the needs of the various departments, agencies, and funds which contain in detail estimates of the monies required to defray all expenses and liabilities of the City of Knoxville.
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: The sources of revenue to fund general operations are as follows:

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<td><strong>$253,558,130</strong></td>
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SECTION 2: The following sums of money, or as much thereof as may be authorized by law, as may be deemed necessary to defray all expenses and liabilities of the City of Knoxville be, and the same hereby are, appropriated for the corporate and lawful purposes of the City of Knoxville, hereinafter specified for the fiscal year commencing on July 1, 2021, and ending June 30, 2022.

IN THE GENERAL FUND

TOTAL EXPENDITURES BY DEPARTMENT

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<td>202</td>
<td>Community Improvement</td>
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**SECTION 3:** The following additional operating funds of the City are hereby established and all sources of revenue and sums of money, or as much thereof as may be authorized by law, as may be needed or deemed necessary to defray all the expenses and liabilities of these City operating funds be, and the same hereby are, appropriated for all corporate and lawful purposes of these funds of the City of Knoxville, hereinafter specified for the fiscal year commencing on July 1, 2021, and ending June 30, 2022.
SECTION 4: All capital expenditures for which appropriations have been previously made but not yet fully expended are hereby reauthorized to allow completion of previously approved projects.

SECTION 5: All non-project related encumbrances as of June 30, 2021, including all contracts and purchase orders open but not yet spent at fiscal year-end are hereby reappropriated within their corresponding funds.
SECTION 6: All undesignated and unencumbered fund balances are hereby reappropriated within their respective funds in accordance with and under the authority granted by Section 901(o) of the Charter of the City of Knoxville.

SECTION 7: Pursuant to Section 2-602 of the Code of the City of Knoxville, appropriations are hereby made to the community agencies and organizations and in their corresponding amounts as set forth in the Appendix hereto.

SECTION 8: Such salaries as Council is required to fix by ordinance are hereby fixed as set forth in the detailed budget for each respective department, agency or fund.

SECTION 9: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance be and the same are hereby repealed.

SECTION 10: This ordinance will take effect on July 1, 2021, the welfare of the City requiring it.

________________________________
Presiding Officer of the Council

________________________________
Recorder
# Appendix

## Agency Grants

### Proposed FY 21/22

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Black Men of Greater Knoxville</td>
<td>$10,000</td>
</tr>
<tr>
<td>A1 Learning Connections</td>
<td>4,000</td>
</tr>
<tr>
<td>Alliance House</td>
<td>5,000</td>
</tr>
<tr>
<td>Arts and Cultural Alliance</td>
<td>31,000</td>
</tr>
<tr>
<td>Asian Cultural Center</td>
<td>5,000</td>
</tr>
<tr>
<td>Beck Cultural Center</td>
<td>40,000</td>
</tr>
<tr>
<td>Big Brothers/ Big Sisters of ET</td>
<td>10,000</td>
</tr>
<tr>
<td>Big Ears Festival</td>
<td>40,000</td>
</tr>
<tr>
<td>Bijou Theatre</td>
<td>13,000</td>
</tr>
<tr>
<td>Bike Walk Knoxville</td>
<td>10,000</td>
</tr>
<tr>
<td>Blount Mansion Association</td>
<td>7,000</td>
</tr>
<tr>
<td>Boys/Girls Club</td>
<td>260,000</td>
</tr>
<tr>
<td>Bridge Refugee Services</td>
<td>12,000</td>
</tr>
<tr>
<td>C.O.N.N.E.C.T. Ministries</td>
<td>20,000</td>
</tr>
<tr>
<td>CASA of East Tennessee</td>
<td>1,500</td>
</tr>
<tr>
<td>Catholic Charities of East Tennessee - Immigrant Services</td>
<td>15,000</td>
</tr>
<tr>
<td>Centro Hispano de East Tennessee</td>
<td>25,000</td>
</tr>
<tr>
<td>Cherokee Health Systems</td>
<td>10,000</td>
</tr>
<tr>
<td>Clarence Brown Theatre</td>
<td>11,000</td>
</tr>
<tr>
<td>Community School of the Arts</td>
<td>6,000</td>
</tr>
<tr>
<td>Conservation Fisheries</td>
<td>25,000</td>
</tr>
<tr>
<td>disABILITY Resource Center</td>
<td>6,000</td>
</tr>
<tr>
<td>Dogwood Arts Festival</td>
<td>25,000</td>
</tr>
<tr>
<td>Dogwood Arts Festival, Inc.</td>
<td>16,000</td>
</tr>
<tr>
<td>East Tennessee Community Design Center</td>
<td>10,000</td>
</tr>
<tr>
<td>East Tennessee Historical Society</td>
<td>18,500</td>
</tr>
<tr>
<td>East TN PBS</td>
<td>5,000</td>
</tr>
<tr>
<td>Emerald Youth Foundation</td>
<td>10,000</td>
</tr>
<tr>
<td>Epilepsy Foundation</td>
<td>2,000</td>
</tr>
<tr>
<td>Fountain City Recreation Center</td>
<td>88,500</td>
</tr>
<tr>
<td>Free Medical Clinic of America, Inc.</td>
<td>10,000</td>
</tr>
<tr>
<td>Free Medical Clinic</td>
<td>25,000</td>
</tr>
<tr>
<td>Friends of Literacy</td>
<td>5,000</td>
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<tr>
<td>Friends of the Knox County Library (Imagination Library)</td>
<td>7,000</td>
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<tr>
<td>Girl Talk</td>
<td>15,000</td>
</tr>
<tr>
<td>Harmony Family Center</td>
<td>10,000</td>
</tr>
<tr>
<td>Helen Ross McNabb Capital</td>
<td>250,000</td>
</tr>
<tr>
<td>Helen Ross McNabb Center</td>
<td>30,000</td>
</tr>
<tr>
<td>Helen Ross McNabb Center (Peer Support Center)</td>
<td>25,000</td>
</tr>
<tr>
<td>Hola Hora Latina</td>
<td>12,000</td>
</tr>
<tr>
<td>Interfaith Health Clinic</td>
<td>30,000</td>
</tr>
<tr>
<td>James White Fort Association</td>
<td>7,000</td>
</tr>
<tr>
<td>Joy of Music School</td>
<td>19,000</td>
</tr>
</tbody>
</table>
### Appendix
**Agency Grants**
**Proposed FY 21/22**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jubilee Community Arts</td>
<td>7,500</td>
</tr>
<tr>
<td>Knox Heritage</td>
<td>10,000</td>
</tr>
<tr>
<td>Knoxville Area Project Access</td>
<td>5,000</td>
</tr>
<tr>
<td>Knoxville Area Urban League</td>
<td>50,000</td>
</tr>
<tr>
<td>Knoxville Area Urban League Capital</td>
<td>50,000</td>
</tr>
<tr>
<td>Knoxville Children’s Theatre</td>
<td>3,500</td>
</tr>
<tr>
<td>Knoxville College Capital</td>
<td>200,000</td>
</tr>
<tr>
<td>Knoxville Gay Men’s Chorus</td>
<td>5,000</td>
</tr>
<tr>
<td>Knoxville History Project</td>
<td>5,000</td>
</tr>
<tr>
<td>Knoxville Leadership Foundation - Amachi Knoxville</td>
<td>10,000</td>
</tr>
<tr>
<td>Knoxville Museum of Art</td>
<td>70,000</td>
</tr>
<tr>
<td>Knoxville Opera Company</td>
<td>24,000</td>
</tr>
<tr>
<td>Knoxville Symphony Society</td>
<td>50,000</td>
</tr>
<tr>
<td>Legal Aid of East Tennessee</td>
<td>5,000</td>
</tr>
<tr>
<td>Mabry-Hazen Historical Museum</td>
<td>7,000</td>
</tr>
<tr>
<td>McClung Museum</td>
<td>5,500</td>
</tr>
<tr>
<td>Nourish Knoxville</td>
<td>5,000</td>
</tr>
<tr>
<td>PTA Clothing Center</td>
<td>2,000</td>
</tr>
<tr>
<td>Samaritan Ministry - CBC</td>
<td>2,000</td>
</tr>
<tr>
<td>Second Harvest Food Bank</td>
<td>10,000</td>
</tr>
<tr>
<td>SEEED</td>
<td>30,000</td>
</tr>
<tr>
<td>Senior Citizens Home Assistance</td>
<td>20,000</td>
</tr>
<tr>
<td>Sertoma Center, Inc. Capital</td>
<td>20,000</td>
</tr>
<tr>
<td>Shora Foundation</td>
<td>5,000</td>
</tr>
<tr>
<td>Tennessee Children’s Dance Ensemble</td>
<td>2,500</td>
</tr>
<tr>
<td>Tennessee Stage Company</td>
<td>5,000</td>
</tr>
<tr>
<td>Tennessee Theatre Foundation</td>
<td>13,000</td>
</tr>
<tr>
<td>Tennessee Valley Fair</td>
<td>4,000</td>
</tr>
<tr>
<td>The Muse Capital</td>
<td>75,000</td>
</tr>
<tr>
<td>WDVX</td>
<td>23,000</td>
</tr>
<tr>
<td>Wesley House Community Center</td>
<td>10,000</td>
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<tr>
<td>Wesley House Community Center Capital</td>
<td>10,000</td>
</tr>
<tr>
<td>YMCA Capital</td>
<td>100,000</td>
</tr>
<tr>
<td>YWCA</td>
<td>15,000</td>
</tr>
</tbody>
</table>

**Total Amount:** $2,045,500
AGENDA SUMMARY  An Ordinance to levy a tax on all taxable properties, real, personal and mixed, within the corporate limits of the City of Knoxville to provide sufficient revenues to fund the General fund and Debt Service Fund operations and Debt Service obligations of the City of Knoxville for the fiscal period beginning July 1, 2021 and ending June 30, 2022.

COUNCIL DISTRICT(S) AFFECTED
All

BACKGROUND
This ordinance sets the tax rate necessary to fund the proposed operating budget for the FY 21 - 22 Fiscal Year.

OPTIONS
Approve or disapprove the ordinance

RECOMMENDATION
Approve the ordinance

ESTIMATED PROJECT SCHEDULE
The tax levy will go into effect on July 1, 2021.

PRIOR ACTION/REVIEW
N/A

FISCAL INFORMATION
See attached information

ATTACHMENTS:
- Ordinance, tax levy 2021-2022  (DOC)
RESULT: APPROVED [UNANIMOUS]
MOVER: Lynne Fugate, At-Large Seat A
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

HISTORY:
05/04/21 City Council APPROVED ON FIRST READING
Next: 05/18/21

Speaking against the ordinance:
Tyler Givens, 1823 Explorer Ln

ORDINANCE NO: O-59-2021
REQUESTED BY: Finance
PREPARED BY: Law
APPROVED ON 1ST READING: 5-4-2021
APPROVED ON 2ND READING: 5-18-2021
APPROVED AS AN EMERGENCY MEASURE:
MINUTE BOOK: 85 PAGE ___

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: To produce sufficient funds for the General Fund operations and debt service obligations of the City of Knoxville and for such special or particular purposes as are required by law, ordinance, or resolution, in addition to all revenue sources, there is hereby affixed and levied on each One Hundred Dollars ($100.00) of assessed evaluation of all taxable property, real, personal and mixed within the corporate limits of the City of Knoxville, for the fiscal period beginning July 1, 2021, and ending June 30, 2022, a total tax levy of Two Dollars and 46.38/100 ($2.4638). Of the total tax levy of Two Dollars and 46.38/100 ($2.4638), there is set aside the following amounts of said levy for the purposes hereby specified:
Debt Service (NET)       $0.1954 (NET)
General Government Services  2.2684
TOTAL                     $2.4638

SECTION 2: The total tax on all taxable properties, real, personal and mixed within the corporate limits of the City of Knoxville for the fiscal year beginning July 1, 2021, and ending June 30, 2022 is hereby affixed and levied for all purposes, general and special, as set out in and required by the preceding section of this Ordinance at a rate on each One Hundred Dollars ($100.00) of assessed evaluation of all taxable property in the City of Knoxville, in the amount of Two Dollars and 46.38/100 ($2.4638).

SECTION 3: This Ordinance shall take effect from and after its passage, the welfare of the City requiring it.

_______________________________
Presiding Officer of the Council

_______________________________
Recorder
AGENDA SUMMARY An Ordinance of the Council of the City of Knoxville to amend Article III, Division 2, Section 2-450 of the Knoxville City Code to adjust the City of Knoxville's Classification and Compensation Plans.

COUNCIL DISTRICT(S) AFFECTED N/A

BACKGROUND

Section 2-450 Summary of Changes

This Ordinance creates twelve (12) new general government job classifications requested by departments to make their classification and compensation offerings more robust and to meet changing organizational needs:

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Job Title</th>
<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>2044</td>
<td>Civil Service Office Manager</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>This job classification will be responsible for managing and being cross trained in all support functions in Civil Service. Responsible for payroll, ORBIT/budget, supplies and inventory, contracts, coordination of physical job postings, and applicant assistance.</td>
<td></td>
</tr>
<tr>
<td>9004</td>
<td>Crime Stoppers Coordinator</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>This job classification will give KPD the mechanism and infrastructure to raise substantial amounts of money that will be used to pay rewards to those who provide information that leads to the arrest of criminals. This nationally recognized program has proven very successful throughout the country.</td>
<td></td>
</tr>
<tr>
<td>7176</td>
<td>Fleet Specialist</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>This job classification will primarily assist the Fleet Coordinator in aspects of the vehicle acquisition and upfitting processes and provide additional administrative support to the Fleet Coordinator. This position would also augment or fill-in to provide administrative support for the rest of the Fleet Services Department, with an emphasis on supporting the parts and service teams at the Fire Shop and the other Shops as needed.</td>
<td></td>
</tr>
<tr>
<td>2100</td>
<td>Graphic Designer</td>
<td>7</td>
</tr>
<tr>
<td></td>
<td>This job classification will be responsible for the look, branding, and layout for City publications, social media elements, posters, and more. This position will also consult with departments on various projects and execute plans on the appropriate timeline.</td>
<td></td>
</tr>
<tr>
<td>9089</td>
<td>Latent Print Examiner</td>
<td>8</td>
</tr>
</tbody>
</table>
|          | This job classification will be responsible for highly technical work examining, evaluating, and comparing finger and/or palm prints. This position will be responsible for the documentation, collection, preservation, processing, and/or handling of latent print and/or evidence in a laboratory setting or at/from crime scenes. The Latent Print Examiner is intended to qualify as an
expert witness in court.

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Job Title</th>
<th>Current Pay Grade</th>
<th>New Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>2089</td>
<td><strong>Risk Management Specialist I</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This job classification will adjust workers’ compensation claims for both the City and KAT, and adjust liability claims against the City. This will require general knowledge of techniques of job safety analysis, safety inspection, and investigation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2090</td>
<td><strong>Risk Management Specialist II</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This job classification will adjust workers’ compensation claims for both the City and KAT, and adjust liability claims against the City. This will require general knowledge of techniques of job safety analysis, safety inspection, and investigation. Holds State of Tennessee adjuster certificate, five years of experience as an adjuster, and knowledge equivalent to the State of Tennessee property and casualty license.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2091</td>
<td><strong>Risk Management Specialist III</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This job classification will adjust workers’ compensation claims for both the City and KAT, and adjust liability claims against the City. This will require general knowledge of techniques of job safety analysis, safety inspection, and investigation. Audit ability of claims system. Oversee compliance with federal and state laws. Oversee the Risk Management Information System. Holds State of Tennessee adjuster certificate, five years of experience as an adjuster, and knowledge equivalent to the State of Tennessee property and casualty license.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2092</td>
<td><strong>Risk Management Specialist IV</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This job classification will adjust workers’ compensation claims for both the City and KAT, and adjust liability claims against the City. This will require general knowledge of techniques of job safety analysis, safety inspection, and investigation. Audit ability of claims system. Oversee compliance with federal and state laws. Oversee the Risk Management Information System. Holds State of Tennessee adjuster certificate, ten years of experience as an adjuster, and knowledge equivalent to the State of Tennessee property and casualty license. Supervises adjusters.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2101</td>
<td><strong>Social Media Manager</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This job classification will manage social media posts, respond to comments on all of the City’s social media platforms, be thoroughly trained in the Hootesuite application, and help guide other departments’ social media messaging.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7063</td>
<td><strong>Skilled Trades Craftworker, Senior</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This job classification will be used as an incentive for employees to gain a certification in a trade. In order to be promoted to this classification, an applicant must pass a certification course in carpentry, plumbing, HVAC, or closely related fields.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7062</td>
<td><strong>Trades Craftworker, Senior</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>This job classification will give the Trades Craftworkers who operate alongside the skilled trades positions an opportunity to advance and manage jobs in specialty fields like carpentry, roofing, drywall, plumbing, and HVAC.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This Ordinance also increases the pay rate of Crossing Guards that work at schools inside the City from $20.00 per event to $25.00 per event.

This Ordinance also reallocates three (3) general government job classifications requested by departments to make their classification and compensation offerings more robust and to meet changing organizational needs:

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Job Title</th>
<th>Current Pay Grade</th>
<th>New Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>1040</td>
<td>Executive Assistant</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

Updated: 4/27/2021 5:43 PM
This Ordinance also retitles one (1) general government job classification requested by one department to make their classification and compensation offerings more robust and to meet changing organizational needs:

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Current Job Title</th>
<th>New Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>7175</td>
<td>Fleet Coordinator</td>
<td>Fleet Administrative Manager</td>
</tr>
</tbody>
</table>

**OPTIONS** Approve or deny the request

**RECOMMENDATION** Approve the request

**ESTIMATED PROJECT SCHEDULE** N/A

**PRIOR ACTION/REVIEW** N/A

**FISCAL INFORMATION** There is a nominal cost to the reallocations to bring incumbents to the new minimums; this cost is $11,462 in base pay. The primary cost will be in the future when new hires are brought in at the new minimum. Likewise, with new job classifications, unless Finance approves a position, there is no cost to creating a new job classification for future use. In most cases, new job classifications are promotional opportunities for incumbents and do not represent a future increase in budgeted vacancies. There are no costs associated with retitles.

**ATTACHMENTS:**
- ORD class-comp 5-4-2021 GS (DOCX)

**RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Lauren Rider, Fourth District

**SECONDER:** Lynne Fugate, At-Large Seat A

**AYES:** Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

**HISTORY:**
05/04/21 City Council APPROVED ON FIRST READING

Next: 05/18/21

**Discussion:**

Mayor Kincannon
ORDINANCE

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE TO AMEND ARTICLE III, DIVISION 2, SECTION 2-450 OF THE KNOXVILLE CITY CODE TO ADJUST THE CITY OF KNOXVILLE’S CLASSIFICATION AND COMPENSATION PLANS.

WHEREAS, Sections 2-392(6), 2-447, 2-458(a), and 2-459(a) of the Knoxville City Code authorize the Director of Human Resources to administer the City’s classification and compensation plans; and

WHEREAS, the Director of Human Resources has submitted certain proposed classification and compensation changes to the Mayor; and

WHEREAS, the Mayor has recommended these proposed changes to the Council; and

WHEREAS, the Council has reviewed these recommendations and does now approve and adopt the adjustments to the City’s classification and compensation plans as more particularly set forth hereinafter.

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

ORDINANCE NO: ___O-60-2021____
REQUESTED BY:  Human Resources
PREPARED BY:  Law

APPROVED ON 1ST READING:  5-4-2021
APPROVED ON 2ND READING:  5-18-2021
APPROVED AS AN EMERGENCY MEASURE:  ________________________

MINUTE BOOK:  85  PAGE _____

Attachment: ORD class-comp 5-4-2021 GS (O-60-2021 : Human Resources, adjust compensation and classification plan for employees)
SECTION 1:  Article III, Division 2, Section 2-450(4) of the Knoxville City Code is hereby amended by adding the following as new and appropriately ordered rows:

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Class Title</th>
<th>Grade</th>
<th>Minimum</th>
<th>Midpoint</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>7062</td>
<td>Trades Craftsworker, Senior</td>
<td>4</td>
<td>31,591</td>
<td>38,636</td>
<td>45,681</td>
</tr>
<tr>
<td>7176</td>
<td>Fleet Specialist</td>
<td>6</td>
<td>38,738</td>
<td>47,996</td>
<td>57,216</td>
</tr>
<tr>
<td>7063</td>
<td>Skilled Trades Craftsworker, Senior</td>
<td>6</td>
<td>38,738</td>
<td>47,996</td>
<td>57,216</td>
</tr>
<tr>
<td>2044</td>
<td>Civil Service Office Manager</td>
<td>7</td>
<td>45,232</td>
<td>56,359</td>
<td>67,486</td>
</tr>
<tr>
<td>2100</td>
<td>Graphic Designer</td>
<td>7</td>
<td>45,232</td>
<td>56,359</td>
<td>67,486</td>
</tr>
<tr>
<td>2089</td>
<td>Risk Management Specialist I</td>
<td>7</td>
<td>45,232</td>
<td>56,359</td>
<td>67,486</td>
</tr>
<tr>
<td>9004</td>
<td>Crime Stoppers Coordinator</td>
<td>8</td>
<td>48,262</td>
<td>60,521</td>
<td>72,780</td>
</tr>
<tr>
<td>9089</td>
<td>Latent Print Examiner</td>
<td>8</td>
<td>48,262</td>
<td>60,521</td>
<td>72,780</td>
</tr>
<tr>
<td>2090</td>
<td>Risk Management Specialist II</td>
<td>8</td>
<td>48,262</td>
<td>60,521</td>
<td>72,780</td>
</tr>
<tr>
<td>2091</td>
<td>Risk Management Specialist III</td>
<td>9</td>
<td>52,604</td>
<td>66,386</td>
<td>80,115</td>
</tr>
<tr>
<td>2092</td>
<td>Risk Management Specialist IV</td>
<td>10</td>
<td>58,126</td>
<td>73,762</td>
<td>89,397</td>
</tr>
<tr>
<td>2101</td>
<td>Social Media Manager</td>
<td>10</td>
<td>58,126</td>
<td>73,762</td>
<td>89,397</td>
</tr>
</tbody>
</table>

SECTION 2:  Article III, Division 2, Section 2-450(4) of the Knoxville City Code is hereby amended by deleting the rows that begin with Job Code 1040, Job Code 7030, and Job Code 7175 in their entirety and substituting in lieu thereof the following rows:

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Class Title</th>
<th>Grade</th>
<th>Minimum</th>
<th>Midpoint</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1040</td>
<td>Executive Assistant</td>
<td>7</td>
<td>45,232</td>
<td>56,359</td>
<td>67,486</td>
</tr>
<tr>
<td>7030</td>
<td>Master Equipment Operator</td>
<td>7</td>
<td>45,232</td>
<td>56,359</td>
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<td>7175</td>
<td>Fleet Administrative Manager</td>
<td>9</td>
<td>52,604</td>
<td>66,386</td>
<td>80,115</td>
</tr>
</tbody>
</table>

SECTION 3:  Article III, Division 2, Section 2-450(4) of the Knoxville City Code is hereby amended by deleting the row that begins with Job Code 2037 in its entirety.

SECTION 4:  Article III, Division 2, Section 2-450(5) of the Knoxville City Code is hereby amended by deleting the row that begins with Job Code 9002 in its entirety and substituting in lieu thereof the following row:

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Class Title</th>
<th>Grade</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>9002</td>
<td>Crossing Guard</td>
<td>25.00</td>
<td>per event</td>
</tr>
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</table>
SECTION 5: Article III, Division 2, Section 2-450(6) of the Knoxville City Code is hereby amended by adding the following as a new and appropriately ordered row:

<table>
<thead>
<tr>
<th>Job Code</th>
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<th>Grade</th>
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</thead>
<tbody>
<tr>
<td>2037</td>
<td>PARC Executive Director</td>
<td>DIR</td>
</tr>
</tbody>
</table>

SECTION 6: If any section or provision of this Ordinance is held invalid, such invalidity shall not affect other sections or provisions of this Ordinance.

SECTION 7: This Ordinance shall take effect on July 1, 2021, the welfare of the City requiring it.

__________________________________________________________
Presiding Officer of the Council

__________________________________________________________
Recorder

R:\GShields\Ordinances\Human Resources\class-comp 5-4-2021 GS.docx
CITY OF KNOXVILLE, TENNESSEE

City Council

AGENDA INFORMATION SHEET

AGENDA DATE: May 18, 2021
DEPARTMENT: Administration
DIRECTOR: Erin Gill

AGENDA SUMMARY An Ordinance to amend Chapter 2, Articles II and IV of the Knoxville City Code to establish the Knoxville Affordable Housing Fund.

COUNCIL DISTRICT(S) AFFECTED All

BACKGROUND A high-quality and affordable housing stock is critical infrastructure for a diverse, thriving community and a healthy economy. In Knoxville, current estimates indicate that more than 1 in 3 households in Knoxville pay too much for housing costs, and over the last several years, housing costs in our city have increased at much higher rates than household incomes. Addressing these affordable housing concerns is a priority that supports not only the needs of local families, but also our community’s efforts to revitalize neighborhoods that have experienced historical disinvestment, attract new business investment, and support workforce development, recruitment and retention.

In recognition of this need, as well as the City’s consistent, significant investment in affordable housing efforts, the Kincannon Administration proposes to create - by ordinance - a new Affordable Housing Fund that establishes a foundation for long-term, continued investment to advance affordable housing opportunities. Developed in response to and in partnership with local housing advocates, and with input and guidance of local housing stakeholders and experts, the new Fund builds upon the City’s long and successful history of promoting affordable housing through the Affordable Rental Development Fund, the Affordable Housing Trust Fund administered by East Tennessee Foundation, and many capital project investments led by private and public housing providers.

The purpose of the Fund is to accept (including from private donations) and disburse funding to address the affordable housing needs of individuals and families of low- and moderate-income households. The Ordinance sets out key provisions governing eligible uses of the Fund, income goals and limits for households served, affordability requirements, administration, and reporting; it also establishes a Fund Advisory Committee to provide recommendations regarding the administration of the Fund. The Ordinance establishes a minimum funding commitment by the City of Knoxville of $5 million a year for 10 years, and designates no less than $1.5 million of those funds for permanent supportive housing in years 1-5.

OPTIONS Approve/reject

RECOMMENDATION Approve
**ESTIMATED PROJECT SCHEDULE** If adopted, the Ordinance would take effect upon its passage. The City’s funding commitment would begin in FY 21-22 and remain in effect for nine (9) fiscal years thereafter unless modified by a future action by the Council. The Fund itself would remain in perpetuity unless modified by a future action by the Council.

**PRIOR ACTION/REVIEW** N/A

**FISCAL INFORMATION** The new Fund appears in the proposed FY 21-22 budget as Special Revenue Fund 631. This Ordinance would require the Mayor to include in the proposed budget no less than $5 million per year for 10 years to the Fund.

**ATTACHMENTS:**
- Knoxville affordable housing fund 20210428 (DOCX)

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Lynne Fugate, At-Large Seat A</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Gwen McKenzie, Vice-Mayor, Sixth District</td>
</tr>
<tr>
<td>AYES:</td>
<td>Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas</td>
</tr>
</tbody>
</table>

**HISTORY:**
05/04/21 City Council APPROVED ON FIRST READING
Next: 05/18/21

**Discussion:**
Mayor Kincannon's comments were delivered earlier, in connection with Ordinance 12-c;
Council Member Fugate

**Speaking in favor of the ordinance:**
Elizabeth Johnson, 3923 Linden Ave
Marion Epps, 5201 Beals Chapel Rd, Lenoir City, Tennessee
Jan Evridge, 8200 Bennington Dr

**Discussion:**
Council Member Parker, Erin Gill, Chief Policy Officer and Deputy to the Mayor; and Council Member Smith
WHEREAS, high-quality and affordable housing stock is critical infrastructure for a diverse, thriving community and a healthy economy; and

WHEREAS, current estimates indicate that more than one in three households in Knoxville pay too much for housing costs, and, over the last several years, housing costs in our city have increased at much higher rates than household incomes; and

WHEREAS, when families have stable, safe, quality housing, they can thrive academically, economically, and socially; and

WHEREAS, affordable housing can support efforts to revitalize and stabilize neighborhoods that have experienced historical disinvestment, prevent displacement, attract new business investment, and support workforce development, recruitment, and retention; and
WHEREAS, in recognition of this need, as well as the City of Knoxville’s consistent, significant investment in affordable housing efforts, the Mayor proposes to create, by ordinance, a new Knoxville Affordable Housing Fund ("Fund") that establishes a foundation for long-term, continued investment to advance affordable housing opportunities; and

WHEREAS, the Fund aims to support a variety of different types of projects and activities, such that there are opportunities for small local firms, including minority-owned and other diversity business enterprises, to participate in project implementation; and

WHEREAS, the Fund will have flexibility to support both existing affordable housing programs, such as the Affordable Rental Development Fund and the Affordable Housing Trust Fund administered by East Tennessee Foundation, as well as new types of efforts that may emerge, such as community land banks and land trusts (to the extent permitted by applicable law); and

WHEREAS, this Ordinance was developed in response to and in partnership with local housing advocates, and with input and guidance of local housing stakeholders and experts; and

WHEREAS, this new Fund will build upon the City of Knoxville’s long and successful history of promoting affordable housing and demonstrate continued commitment to stabilizing and improving Knoxville neighborhoods, providing opportunities for local job and wealth creation, and leveraging additional funding to address urgent housing needs in the Knoxville community.

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

SECTION 1: Chapter 2, Article IV of the Knoxville City Code is hereby amended by adding the following as a new and appropriately designated division:

DIVISION __. – KNOXVILLE AFFORDABLE HOUSING FUND

Sec. 2-__. – Established.

There is created within the treasury of the city a separate trust fund account to be known as the “Knoxville affordable housing fund,”
referred to in this division as the “fund.” All sums placed into the fund are hereby appropriated for the public purpose of providing affordable housing opportunities within the corporate limits of the city and shall be used exclusively for purposes consistent with this division and applicable law.

Sec. 2-___. – Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Affordable housing** means housing for which the occupant household’s housing-related expenses are not in excess of thirty percent (30%) of household gross income. When used in conjunction with a specific income goal, the term means housing for which the occupant household’s housing expenses are not in excess of thirty percent (30%) of the highest income household within the goal category.

**Annual action plan** or **AAP** means a document required by the United States Department of Housing and Urban Development that provides a concise summary of the actions, activities, and the specific federal and non-federal resources used in a given year to address local priority needs and specific goals related to affordable housing and community development.

**Area median income** or **AMI** means the median household income for the Knoxville metropolitan area published annually by the United States Department of Housing and Urban Development.

**Eligible use** means a program, project, or activity that develops, operates, preserves, rehabilitates, redevelops, or replaces affordable housing, whether for sale or rent, and/or provides housing-related services, all within the corporate limits of the city and consistent with applicable law.

**Extremely low-income** means having a household income that is at or below thirty percent (30%) of AMI.

**Household** means one or more persons occupying a housing unit.

**Low-income** means having a household income that is between thirty percent (30%) and eighty percent (80%) of AMI.

**Moderate-income** means having a household income that is between eighty percent (80%) and one hundred twenty percent (120%) of AMI.

**Non-profit** means a not-for-profit organization that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and has,
at least in part, a tax-exempt purpose of providing affordable housing or combating community deterioration.

The words *shall* and *must*, when used in this division, are always mandatory and not merely directory.

Unless the context otherwise requires, words importing one gender, when used in this division, shall include all genders, and the singular includes the plural and vice versa.

Any undefined terms used in this division shall have the meanings ascribed to them by the United States Department of Housing and Urban Development.

**Sec. 2-___. – Purpose.**

The purpose of the fund is to receive and disburse monies to address the affordable housing needs of extremely low-income, low-income, and moderate-income households within the corporate limits of the city.

**Sec. 2-___. – Appropriations.**

For the fiscal year that begins July 1, 2021, and for the nine (9) subsequent fiscal years thereafter, the mayor’s proposed budget shall include an amount not less than five million dollars ($5,000,000.00) per fiscal year for appropriation to the fund.

Nothing in this section shall prohibit or otherwise limit any additional appropriations to the fund that may be proposed by the mayor and adopted by the council.

Appropriations to the fund shall not lapse at the close of any fiscal year, but instead shall carry over to the next fiscal year.

**Sec. 2-___. – Contributions.**

The director of housing and neighborhood development is authorized and directed to institute a program of monetary contributions to and for the benefit of the fund, and may classify contributors by amount and kind of contribution, as the said director deems appropriate.

The purchasing agent, subject to the approval of the director of housing and neighborhood development, is authorized and directed to accept gifts, donations, legacies, or usages of money from individuals, organizations, public or private corporations, and governmental entities to and for the benefit of the fund.
The director of finance and accountability shall deposit into the fund all such contributions. All such contributions shall be accounted for separately within the fund.

**Sec. 2-___ – Administration.**

The mayor, by and through the director of housing and neighborhood development, is authorized and directed to administer the fund.

Subject to the approval of the mayor, the director of housing and neighborhood development is authorized and directed to promulgate such rules and regulations as may be necessary or desirable to carry out the purpose of the fund.

Subject to applicable purchasing regulations, the city, on behalf of the director of housing and neighborhood development, may enter into a contract with a third party to support all or a portion of fund administration and/or management functions.

**Sec. 2-___ – Disbursements.**

a. *Generally.* Upon written requisition of the director of housing and neighborhood development, and in accordance with applicable law and any rules and regulations promulgated to carry out the purpose of the fund, the director of finance and accountability is authorized and directed to make disbursements from the fund, subject to the availability of funds in the fund.

b. *Permanent supportive housing priority.* Subject to the availability of adequate funds and eligible uses to do so, for the fiscal year that begins July 1, 2021, and for the four (4) subsequent fiscal years thereafter, an amount not less than 1.5 million dollars ($1,500,000.00) per fiscal year from appropriations shall be disbursed for eligible uses that provide permanent supportive housing that benefits extremely low-income households.

c. *Income limits for disbursement of appropriations and public contributions.* All appropriations and all contributions from public corporations and governmental entities, less administrative expenses, shall be disbursed for eligible uses that benefit extremely low-income and low-income households, as follows:

1. Not less than 65 percent (65%) of such appropriations and contributions disbursed per year shall be for eligible uses that benefit households at or below sixty percent (60%) of AMI; and
2. Any remainder of such appropriations and contributions disbursed per year shall be disbursed for eligible uses that benefit households at or below eighty percent (80%) of AMI.

d. **Income limits for disbursement of all other contributions.** All other contributions, less administrative expenses, shall be disbursed for eligible uses that benefit extremely low-income, low-income, and moderate-income households.

e. **Annual income goals.** Consistent with the annual action plan and in consultation with the committee, the director of housing and neighborhood development shall set annual goals for the percentage of disbursements, less administrative expenses, that shall be disbursed for eligible uses that benefit extremely low-income households and low-income households at or below fifty percent (50%) of AMI.

f. **Additional priorities, limits, and goals.** Consistent with the annual action plan and in consultation with the committee, the director of housing and neighborhood development may set additional priorities, income limits, and income goals not inconsistent with this section.

g. **Administrative expenses.** The director of housing and neighborhood development may requisition an amount not to exceed 10 percent (10%) of the fund’s annual revenue allocations, including contributions, for administrative and management expenses, including personnel costs, pursuant to an annual budget reviewed by the committee.

**Sec. 2-___. – Affordability requirement.**

Where a disbursement in support of rental housing is also funded by low-income housing tax credits, the mayor, by and through the director of housing and neighborhood development, shall, prior to such disbursement, secure an affordability term of not less than thirty (30) years for all housing units supported by the disbursement.

**Sec. 2-___. – Annual report.**

The director of housing and neighborhood development shall compile information concerning the fund and shall include such information in an annual report to the mayor of the fund’s activities during the fiscal year within one hundred eighty (180) days following the close of that fiscal year. Copies of the annual report shall be provided to the council and the committee.
Sec. 2-____. – Advisory committee.

a. Established. There is created and established a committee to be known as the “Knoxville affordable housing fund advisory committee,” referred to in this division as the “committee.”

b. Purpose. The purpose of the committee is to advise the director of housing and neighborhood development regarding the administration of the fund such that the fund addresses local priorities and reflects best practices concerning affordable housing.

In consultation with the director of housing and neighborhood development or the said director’s designee, the committee shall:

1. Provide recommendations to the director of housing and neighborhood development regarding the city’s annual action plan and fund priorities, income limits, and income goals;

2. Provide recommendations to the director of housing and neighborhood development regarding the fund’s rules and regulations;

3. Review the fund’s annual budget of administrative expenses; and

4. Review past fund disbursements and the impact thereof to inform the annual report.

c. Composition. The committee shall be composed of not less than five (5) and not more than eleven (11) members appointed by the mayor and confirmed by the council. The mayor shall select appointees who possess an expertise or interest in issues related to affordable housing, including at least one (1) representative from the community of non-profit affordable housing developers and at least one (1) representative of the community of non-profit low-income housing-related service providers operating in the Knoxville metropolitan statistical area.

d. Terms; vacancies. Initial appointments to the committee shall be made for three (3), two (2), or one (1) year terms, as designated by the mayor. All subsequent appointments, except to fill vacancies, shall be for three (3) year terms. Vacancies occurring other than through the expiration of terms shall be filled for the remainder of the term of the vacating member in the same manner in which original appointments are required to be made.

e. No compensation. The members of the committee shall serve as such without compensation.
f. **Conflicts of interest.** No member of the committee shall participate in any matter in which the member has a direct personal, professional, or financial interest.

g. **Removal.** The mayor, by and through the director of housing and neighborhood development, may remove any member of the committee for violation of the code of ethics, official misconduct, or neglect of duty. In addition, members who fail to attend three (3) consecutive meetings of the committee may be considered to have vacated their positions.

**Secs. 2-___ - 2-__. – Reserved.**

**SECTION 2:** Chapter 2, Article II, Division 8, Section 2-312 of the Knoxville City Code is hereby amended by adding the following as a new and appropriately designated subsection:

(____) Administer the Knoxville affordable housing fund.

**SECTION 3:** If any section or provision of this Ordinance is held invalid, such invalidity shall not affect other sections or provisions of this Ordinance.

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

__________________________
Presiding Officer of the Council

____________________________
Recorder

R:\GSshield\Ordinances\Knoxville affordable housing fund 20210428.docx
AGENDA DATE: May 18, 2021

DEPARTMENT: Knoxville-Knox County Planning Commission (formerly known as Metropolitan Planning Commission)

DIRECTOR: Amy Brooks

AGENDA SUMMARY: An Ordinance to amend Ordinance No. O-107-2019, known and cited as "The City of Knoxville Zoning Code," to remove a previously approved planned district (C) designation from property located at O Nickle Road, Chris Sharp, P.E. / Urban Engineering, Applicant. (Planning Commission Approved 13-0 Consent) (File No. 4-F-21-SU) (Third District)

COUNCIL DISTRICT(S) AFFECTED: The proposed special use is located in Council District 3.

BACKGROUND: The applicant requested removal of the previously approved planned district (C) designation from the property in an RN-2 (Single-Family Residential Neighborhood) (C) / HP (Hillside Protection Overlay) District. Planning staff recommended approval of the request to remove the previously approved planned district (C) designation from this parcel.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the request to remove the previously approved planned district (C) designation from this parcel, by a vote of 13-0 Consent.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting 4/8/2021 Published ad on 3/6/2021
Knoxville City Council 5/4/2021 Published ad on 4/16/2021

FISCAL INFORMATION: N/A

ATTACHMENTS:
  - ORD - Special Use 0 Nickle Road (File 4-F-21-SU) (DOCX)
  - 4-F-21-SU_pkg (PDF)
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

HISTORY:
05/04/21 City Council APPROVED ON FIRST READING
Next: 05/18/21

Discussion:
Council Member Singh
AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE TO AMEND ORDINANCE NO. O-107-2019, KNOWN AND CITED AS “THE CITY OF KNOXVILLE ZONING CODE,” TO REMOVE A PREVIOUSLY APPROVED PLANNED DISTRICT DESIGNATION (C) FROM PROPERTY LOCATED AT 0 NICKLE ROAD, CHRIS SHARP, P.E./URBAN ENGINEERING, APPLICANT. (FILE NO. 4-F-21-SU).

WHEREAS, Chris Sharp, P.E./Urban Engineering filed Application No. 4-F-21-SU with the Knoxville-Knox County Planning Commission (“Planning Commission”) to have a previously approved planned district designation (C) removed from the official Zoning Map from property located at 0 Nickle Road; and

WHEREAS, at its April 8, 2021 meeting, the Planning Commission recommended approval of the request to remove a previously approved planned district designation (C) from property located at 0 Nickle Road; and

WHEREAS, public notice on the hearing of this petition was published in the Knoxville News Sentinel on March 6, 2021, and public notice for the City Council meeting on May 5, 2021 was published in the Knoxville News Sentinel on April 16, 2021.

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 remove a previously approved planned district designation, indicated by a “(C)” on the official Zoning Map, from property located at 0 Nickle Road, parcel 79 EB 005, as requested by Chris Sharp, P.E./Urban Engineering, File No. 4-F-21-SU.

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 Special Use 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 Knoxville-Knox County Planning Commission meeting of April 8, 2021; the Request for Special Use; 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
ZONING:
RN-2 (Single-Family Residential Neighborhood) (C) / HP (Hillside Protection Overlay)

EXISTING LAND USE:
Vacant

PROPOSED USE:
Removal of the previously approved planned district (C) designation from the property.

HISTORY OF ZONING:
The property was zoned RP-1 < 5 du/ac prior to 1980. In September 2020, the property was rezoned from RN-1/HP to RN-2/HP.

SURROUNDING LAND USE AND ZONING:
North: Single detached dwellings - RN-1 (Single family residential neighborhood zoning district)
South: Single detached dwellings - RN-1 (Single family residential neighborhood zoning district)
East: Agricultural land and dwelling - AG (Agricultural zoning district)
West: Single detached dwellings - RN-1 (Single family residential neighborhood zoning district)

NEIGHBORHOOD CONTEXT:
The subject property is located adjacent to single detached dwellings and agricultural uses in the RN-1 and AG zones.

STAFF RECOMMENDATION:
APPROVE the request to remove the previously approved planned district (C) designation from this parcel.
COMMENTS:

Prior to adoption of the new zoning ordinance, this parcel was zoned RP-1 (Planned Residential) up to 5 du/ac. Per Article 1.4.G. (Previously Approved Planned Districts) of the City of Knoxville Zoning Ordinance, all previously approved planned districts remain in effect and are subject to all plans, regulations, and/or conditions of their approval.

The property was zoned RP-1 prior to 1980 and staff could not find any previous applications for development plan approval on this site. The former RP-1 zoning allows flexibility in the types of residential uses that can be considered (attached and detached houses and multi-family) and allows clustering of density. If the former RP-1 zoning is removed from the site, the new RN-2/HP zoning will apply to the property it allows single family houses on 5,000 sqft lots as a permitted use and two-family (duplex) dwellings on 10,000 sqft lots with Special Use approval. The HP (Hillside Protection Overlay) is a standard that must be met in the new zoning which will limit the amount of disturbance on the site but does not reduce the number of lots can be created.

For this property, the development potential for single family house lots very similar under the former RP-1 zoning and the current RN-2 zoning. The main difference is the HP overlay in the new zoning ordinance is a requirement and it is only a recommendation of a plan document when reviewing a development under the RP-1 zoning.

It is staff's opinion that by removing the previous planned district zoning, the HP overlay district will provide more protection to the steep slope on the site and will require residential types that are more consistent with the existing development on Nickle Road.

STANDARDS FOR EVALUATING A SPECIAL USE (ARTICLE 16.2.F.2.)

1) THE USE IS CONSISTENT WITH ADOPTED PLANS AND POLICIES, INCLUDING THE GENERAL PLAN AND THE ONE-YEAR PLAN.
   A. The One Year Plan and Northwest City Sector Plan designation for this site are LDR (Low Density Residential) and HP (Hillside Protection).
   B. The RN-2/HP zoning that the applicant is requesting to develop under is consistent with the plans.

2) THE USE IS IN HARMONY WITH THE GENERAL PURPOSE AND INTENT OF THIS ZONING CODE.
   A. Any proposed development will be required to be consistent the general purpose and intent of the zoning code.

3) 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.
   A. The permitted uses in the RN-2 zone are compatible with the character of the neighborhood.

4) 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.
   A. The permitted uses in the RN-2 zone should not injure the value of adjacent property.

5) THE USE IS NOT OF A NATURE OR SO LOCATED AS TO DRAW SUBSTANTIAL ADDITIONAL TRAFFIC THROUGH RESIDENTIAL STREETS.
   A. The site is located on a collector street so it will not draw substantial additional traffic through residential streets.

6) 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.
   A. There are no known uses in the area that could be a potential hazard or create an undesirable environment for future uses on this site.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.
The Planning Commission's approval or denial of this request is final, unless the action is appealed to the Knoxville City Council. The date of the Knoxville City Council hearing will depend on when the appeal application is filed. Appellants have 15 days to appeal a Planning Commission decision in the City.
4-F-21-SU
SPECIAL USE

Removal of the previously approved planned district (C) designation from the property in RN-2 (Single-Family Residential Neighborhood) (C) / HP (Hillside Protection)

Original Print Date: 3/15/2021
Revised:

Petitioner: Sharp, P.E. /Urban Engineering, Chris

Map No: 79
Jurisdiction: City

Knoxville - Knox County Planning Commission * City / County Building * Knoxville, TN 37902
The Planning Commission met in regular session on April 8, 2021 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>Ms. Elizabeth Eason</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ms. Karyn Adams</td>
<td><strong>Mr. Richard Graf</strong></td>
<td>Ms. Jacqueline Dent</td>
</tr>
<tr>
<td>Ms. Sandra Korbelik</td>
<td>Mr. Patrick Phillips, Chair</td>
<td>Mr. Jeff Roth</td>
</tr>
<tr>
<td>Mr. Chris Ooten</td>
<td>Mr. Tim Hill</td>
<td><strong>Mr. Eddie Smith</strong></td>
</tr>
<tr>
<td>Mr. Scott Smith, Vice-Chair</td>
<td>*Mr. Louis Browning</td>
<td>Open</td>
</tr>
</tbody>
</table>

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

**41. CHRIS SHARP, P.E. /URBAN ENGINEERING**

4-F-21-SU

0 Nickle Road / Parcel ID 79 E B 005. Proposed use: Removal of the previously approved planned district (C) designation from the property in RN-2 (Single-Family Residential Neighborhood) (C) / HP (Hillside Protection Overlay) District. Council District 3.

**1. STAFF RECOMMENDATION**

APPROVE the request to remove the previously approved planned district (C) designation from this parcel.

**APPROVED ON CONSENT EARLIER IN THE MEETING**

Commissioner Chris Ooten recused himself from the consent vote.

**MOTION (ROTH) AND SECOND (BROWNING) WERE MADE TO APPROVE THE CONSENT ITEMS AS READ CLARIFYING THAT ITEM #7 WAS POSTPONED 90 DAYS EARLIER IN THE MEETING.**

A roll call vote was taken.
MOTION CARRIED UNANIMOUSLY 13-0. APPROVED
# Development Request

**DEVELOPMENT**
- Development Plan
- Planned Development
- Use on Review / Special Use
- Hillside Protection COA

**SUBDIVISION**
- Concept Plan
- Final Plat

**ZONING**
- Plan Amendment
  - SP
  - OYP
- Rezoning

---

**Applicant**

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<tr>
<th>Applicant Name</th>
<th>Affiliation</th>
<th>File Number(s)</th>
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<tbody>
<tr>
<td>Chris Sharp, P.E. (Urban Engineering, Inc.)</td>
<td>Engineer</td>
<td>4-F-21-SU</td>
</tr>
</tbody>
</table>

**Date Filed**

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**CORRESPONDENCE**

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

<table>
<thead>
<tr>
<th>Contact Type</th>
<th>Name</th>
<th>Company</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Applicant</td>
<td>Chris Sharp, P.E.</td>
<td>Urban Engineering, Inc.</td>
<td>(865) 966-1924</td>
<td><a href="mailto:chris@urban-eng.com">chris@urban-eng.com</a></td>
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</table>

**CURRENT PROPERTY INFO**

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<th>Owner Phone</th>
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<tr>
<td>BLD Properties, LLC</td>
<td>1728 Garland Road (37922)</td>
<td>(615) 369-5050</td>
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<tr>
<td>Chris Sharp, P.E.</td>
<td>11852 Kingston Pike</td>
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**STAFF USE ONLY**

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<th>Growth Policy Plan Designation</th>
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December 2020
**DEVELOPMENT REQUEST**

- Development Plan
- Use on Review / Special Use
- Hillside Protection COA

Home Occupation (specify) __________________________

Other (specify) __________________________

- Removal of the planned district (C) designation from the property.

**SUBDIVISION REQUEST**

- Proposed Subdivision Name __________________________

- Unit / Phase Number __________________________

- Combine Parcels
- Divide Parcel

- Total Number of Lots Created __________________________

- Other (specify) __________________________

- Attachments / Additional Requirements

**ZONING REQUEST**

- Zoning Change

- Proposed Zoning __________________________

- Plan Amendment Change

- Proposed Plan Designation(s) __________________________

- Proposed Density (units/acre) __________________________

- Previous Rezoning Requests

- Other (specify) __________________________

**STAFF USE ONLY**

**PLAT TYPE**

- Staff Review
- Planning Commission

**ATTACHMENTS**

- Property Owners / Option Holders
- Variance Request

**ADDITIONAL REQUIREMENTS**

- Design Plan Certification *(Final Plat)*
- Use on Review / Special Use *(Concept Plan)*
- Traffic Impact Study
- COA Checklist *(Hillside Protection)*

**AUTHORIZATION**

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

<table>
<thead>
<tr>
<th>Chris Sharp</th>
<th>Chris Sharp, P.E. (Urban Engineering, Inc.)</th>
<th>2/24/2021</th>
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<tr>
<td>Applicant Signature</td>
<td>Please Print</td>
<td>Date</td>
</tr>
<tr>
<td>(865) 966-1924</td>
<td><a href="mailto:chris@urban-eng.com">chris@urban-eng.com</a></td>
<td></td>
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<tr>
<td>Phone Number</td>
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Order Taker: BWeaver
Order Created: 04/13/2021

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*ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION*
PUBLIC NOTICE
The following items will be consid-
ered by the Knoxville City Council
on May 4, 2021 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 FRE-
QUENTLY FOR UPDATES ON
THIS PUBLIC MEETING.
REZONING / PLAN AMEND-
MENTS
TERRY L. HARRIS - 2100
Chilman Street / Parcel ID 82 H E
41. One Year Plan Amendment
from Hi (Heavy Industrial) to Li
(Light Industrial). Council District
6, Central City Sector. Planning
Commission Recommendation:
Approve One Year Plan Amend-
ment to Li.
TERRY L. HARRIS - 2100
Chilman Street / Parcel ID 82 H E
41. Central City Sector Plan
Amendment from Hi (Heavy In-
dustrial) to Li (Light Industrial).
Council District 6, Central City
Sector. Planning Commission Ac-
tion: Approve Sector Plan Amend-
ment to Li.
TERRY L. HARRIS - 2100
Chilman Street / Parcel ID 82 H E
41. Rezoning from RN-4 (General
Residential Neighborhood) to I-MU
(Industrial Mixed-Use). Council
District 6, Central City Sector.
Planning Commission Recommend-
ation: Approve I-MU zoning.
SPECIAL USE
CHRIS SHARP, P.E., URBAN EN-
GINEERING - O Nickle Road / Par-
cel 1D 79 E 8 006. Proposed use:
Removal of the previously ap-
proved planned district (C) desig-
nation from the property in RN-2
(Single-Family Residential Neighbor-
hood) (C) / HP (Hillside Protec-
tion Overlay) District. Council
District 3, Northwest City Sector.
Planning Commission Recommenda-
tion: Approve the request to re-
move the previously approved
Planned District (C) designation.
AGENDA SUMMARY: An Ordinance approving the request of Terry L. Harris for an amendment to the Central City Sector Plan from Heavy Industrial to Light Industrial for property located at 2100 Chipman Street. (Planning Commission Approved 12-0) (File No. 4-B-21-SP) (Sixth District)

COUNCIL DISTRICT(S) AFFECTED: The proposed Central City Sector Plan amendment is located in Council District 6.

BACKGROUND: The applicant requested an amendment to the Central City Sector Plan from HI (Heavy Industrial) to LI (Light Industrial). Planning Staff recommended approval of the Central City Sector Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

OPTIONS:

RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the Central City Sector Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone, by a vote of 12-0.

ESTIMATED PROJECT SCHEDULE: None

PRIOR ACTION/REVIEW
Planning Commission Meeting  4/8/2021   Published ad on 3/6/2021
Knoxville City Council  5/4/2021   Published ads on 4/1 & 4/16/2021

FISCAL INFORMATION
N/A

ATTACHMENTS:
- ORD Terry L. Harris (File No. 4-B-21-Sp) (DOCX)
- 4-B-21-SP_pkg (PDF)
RESULT: APPROVED [UNANIMOUS]
MOVER: Gwen McKenzie, Vice-Mayor, Sixth District
SECONDER: Lauren Rider, Fourth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas

HISTORY:
05/04/21 City Council APPROVED ON FIRST READING
Next: 05/18/21
ORDINANCE

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE APPROVING THE REQUEST OF TERRY L. HARRIS FOR AN AMENDMENT TO THE CENTRAL CITY SECTOR PLAN FROM HEAVY INDUSTRIAL TO LIGHT INDUSTRIAL FOR PROPERTY LOCATED AT 2100 CHIPMAN STREET. (FILE NO. 4-B-21-SP)

ORDINANCE NO: ___O-63-2021______
Knoxville-Knox County
REQUESTED BY: Planning Commission
PREPARED BY: Law________________

APPROVED ON 1ST READING: ____5-4-2021____
APPROVED ON 2ND READING: ____5-18-2021____
APPROVED AS AN EMERGENCY MEASURE: _______________________

MINUTE BOOK: ___ 85 ___ PAGE ______

WHEREAS, Terry L. Harris filed Application No. 4-B-21-SP with the Knoxville-Knox County Planning Commission (“Planning Commission”) to amend the Central City Sector Plan for the City of Knoxville from Heavy Industrial to Light Industrial for property located at 2100 Chipman Street, Parcel ID 82 HE 41; and

WHEREAS, at its April 8, 2021 meeting, the Planning Commission recommended to the Council of the City of Knoxville that the request to change the Sector Plan classification be approved; and

WHEREAS, public notice of hearing of this petition was published in the Knoxville News Sentinel on March 6, 2021, and public notice for the City Council meeting on May 4, 2021 was published in the Knoxville News Sentinel on April 1, 2021 and April 16, 2021.

1
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:

SECTION 1: That the Central City Sector Plan for the City of Knoxville is hereby amended to change the classification of property located at 2100 Chipman Street, Parcel ID 82 HE 41, Sixth District, Central City Sector, from Heavy Industrial to Light Industrial, Terry L. Harris, Applicant, File No. 4-B-21-SP.

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 Plan Amendment Report, a portion of the Sector Plan on which the above described property is shaded, an excerpt from the Minutes of the Planning Commission meeting of April 8, 2021, the Development Request for Plan Amendment, 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\One Year Plan, Sector Plan Amendments\2021\Terry L. Harris (File No. 4-B-21-Sp).docx
PLAN AMENDMENT REPORT

FILE #: 4-B-21-SP  AGENDA ITEM #: 15  AGENDA DATE: 4/8/2021

APPLICANT: TERRY L. HARRIS
OWNER(S): Terry Harris

TAX ID NUMBER: 82 H E 41
JURISDICTION: Council District 6
STREET ADDRESS: 2100 Chipman Street

LOCATION: South side of Chipman Street, east side of Glider Avenue

APPX. SIZE OF TRACT: 10800 square feet
SECTOR PLAN: Central City
GROWTH POLICY PLAN: N/A
ACCESSIBILITY: This property is accessed off of Glider Avenue, a local road with a 26-ft pavement width inside a 50-ft right-of-way.
UTILITY(S): Water Source: Knoxville Utilities Board
Sewer Source: Knoxville Utilities Board
WATERSHED: First Creek

PRESENT PLAN AND ZONING DESIGNATION: HI (Heavy Industrial) / RN-4 (General Residential Neighborhood)
PROPOSED PLAN DESIGNATION: LI (Light Industrial)
EXISTING LAND USE: Wholesale

EXTENSION OF PLAN DESIGNATION: No
HISTORY OF REQUESTS: None noted for this property
SURROUNDING LAND USE AND PLAN DESIGNATION:
North: Single family residential - HI (Heavy Industrial)
South: Agricultural/forestry/vacant - HI (Heavy Industrial)
East: Single family residential - HI (Heavy Industrial)
West: Single family residential - HI (Heavy Industrial)

NEIGHBORHOOD CONTEXT: This neighborhood generally contains a mix of industrial, commercial, and residential uses. Streets are on a grid and lots average about 6,000 square feet in area.

STAFF RECOMMENDATION:
Approve the Central City Sector Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.
COMMENTS:

SECTOR PLAN AMENDMENT REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:
1. There has not been a change of conditions that would warrant a plan amendment.

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:
1. No new roads or additional utilities have been introduced in this area.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:
1. There is not an error in the plan to warrant a plan amendment.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:
1. The development trend in this area includes a mix of uses that the I-MU zone would accommodate. It is an established industrial area with other commercial businesses, offices, and housing.
2. This parcel is zoned RN-4, but staff believes I-MU to be a more appropriate zone. A rezoning requires a plan amendment to better align the zone with existing conditions.

State law regarding amendments of the general plan (which includes Sector Plan amendments) was changed with passage of Public Chapter 1150 by the Tennessee Legislature in 2008. The law now provides for two methods to amend the plan at TCA 13-3-304:
- The Planning Commission may initiate an amendment by adopting a resolution and certifying the amendment to the Legislative Body. Once approved by majority vote of the Legislative Body, the amendment is operative.
- The Legislative Body may also initiate an amendment and transmit the amendment to the Planning Commission. Once the Planning Commission has considered the proposed amendment and approved, not approved, or taken no action, the Legislative Body may approve the amendment by majority vote and the amendment is operative.

ESTIMATED TRAFFIC IMPACT: Not required.

ESTIMATED STUDENT YIELD: Not applicable.

If approved, this item will be forwarded to Knoxville City Council for action on 5/4/2021 and 5/18/2021. 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.
RESOLUTION #4-B-21-SP

KNOXVILLE-KNOX COUNTY PLANNING COMMISSION
A RESOLUTION AMENDING THE CENTRAL CITY SECTOR PLAN

WHEREAS, the Knoxville-Knox County Planning Commission, a regional planning commission established pursuant to state statute, has the duty to make, adopt and amend plans for the physical development of Knoxville and Knox County; and

WHEREAS, the Planning Commission pursuant to state statute has prepared and adopted the Knoxville-Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Council of the City of Knoxville and the Commission of Knox County have adopted the Knoxville Knox County General Plan 2033, as the official comprehensive plan for Knoxville and Knox County; and

WHEREAS, the Planning Commission has prepared the Knox County Future Land Use Map, a portion of which is contained within the Central City Sector Plan, consistent with the requirements of the General Plan; and

WHEREAS, the Knoxville-Knox County General Plan 2033, provides criteria for periodic updates and amendments of the land use maps contained within plans initiated by the Planning Commission or in response to applications from property owners; and

WHEREAS, David Harbin with Bason, Himes, Norvell & Poe, has submitted an application to amend the Sector Plan from Heavy Industrial to Light Industrial for property described in the application; and

WHEREAS, the Planning Commission staff recommends approval of a revised amendment to the Central City Sector Plan, consistent with General Plan requirements that such amendment represents either a logical extension of a development pattern, or is warranted because of changing conditions in the sector as enumerated in the Plan; and

WHEREAS, the Planning Commission, at its regularly scheduled public hearing on April 8, 2021, after consideration of the staff recommendation and testimony from those persons in support and opposed to the plan amendment, approved the amendment for the subject property, as requested, and/or amended.

NOW, THEREFORE, BE IT RESOLVED BY THE KNOXVILLE-KNOX COUNTY PLANNING COMMISSION:

SECTION 1: The Planning Commission hereby adopts the revised amendment to the Central City Sector Plan, with its accompanying staff report and map, file #4-B-21-SP.

SECTION 2: This Resolution shall take effect upon its approval.

SECTION 3: The Planning Commission further recommends that Knoxville City Council likewise consider this revised amendment to the General Plan 2033.

4/8/2021
Date

Chairman

Secretary
EXHIBIT A. Contextual Images
EXHIBIT A. Contextual Images

Eagle view of surrounding area.

Street view from Chipman Street.
4-F-21-RZ / 4-A-21-PA / 4-B-21-SP
EXHIBIT A. Contextual Images

Street view from Glider Avenue.
EXHIBIT A. Contextual Images
The Planning Commission met in regular session on April 8, 2021 at 1:30 p.m. via an electronic meeting through ZOOM.

1. ROLL CALL, INVOCATION AND PLEDGE OF ALLEGIANCE

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

15. TERRY L. HARRIS

2100 Chipman Street / Parcel ID 82 H E 41, Council District 6.

A. CENTRAL CITY SECTOR PLAN AMENDMENT 4-B-21-SP

From HI (Heavy Industrial) to LI (Light Industrial).

1. STAFF RECOMMENDATION

Approve the Central City Sector Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

2. MOTION (KORBELIK) AND SECOND (BUSTIN) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.

A roll-call vote was taken.

MOTION CARRIED UNANIMOUSLY 12-0. APPROVED
B. ONE YEAR PLAN AMENDMENT

From HI (Heavy Industrial) to LI (Light Industrial).

3. STAFF RECOMMENDATION
   Approve the One Year Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

4. MOTION (ROTH) AND SECOND (BROWNING) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.

A roll-call vote was taken.

MOTION CARRIED UNANIMOUSLY 12-0. APPROVED

C. REZONING

From RN-4 (General Residential Neighborhood) to I-MU (Industrial Mixed-Use).

5. STAFF RECOMMENDATION
   Approve the I-MU (Industrial-Mixed Use) zone because it is consistent with the development trend in the area.

6. MOTION (ROTH) AND SECOND (BROWNING) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.

A roll-call vote was taken.

MOTION CARRIED UNANIMOUSLY 12-0. APPROVED
Development Request

DEVELOPMENT
☐ Development Plan
☐ Planned Development
☐ Use on Review / Special Use
☐ Hillside Protection COA

SUBDIVISION
☐ Concept Plan
☐ Final Plat

ZONING
☒ Plan Amendment
☒ SP ☒ OYP
☒ Rezoning

Owner

Terry L. Harris
Applicant Name

Date Filed
Feb. 22, 2021

Meeting Date (if applicable)
Apr. 18, 2021

File Number(s)
4-F-21-RZ
4-B-21-SP
4-A-21-PA

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

David Harbin
Name

Batson Homes Nashville, Inc.
Company

4334 Papermill Dr
Address
Knoxville TN 37919
City
State
ZIP

588-6972
Phone
harbincbhn.p.com
Email

CURRENT PROPERTY INFO

Terry Harris
Owner Name (if different)

9121 Millstone Pike
Owner Address
Mascot, TN 37806

633-9755
Owner Phone

2100 Chipman St.
Property Address
Knoxville TN 37917

Parcel ID

Central City
Planning Sector

HI
City

KUB
Growth Policy Plan Designation

WS
Existing Land Use

N
Septic (Y/N)

KUB
Sewer Provider

KUB
Water Provider

South side of Chipman Street, East side of Glider Avenue

10,800 sq. ft. +/-
DEVELOPMENT REQUEST

- Development Plan
- Use on Review / Special Use
- Hillside Protection COA
- Residential
- Non-Residential

Home Occupation (specify)

Other (specify)

SUBDIVISION REQUEST

- Proposed Subdivision Name
- Unit / Phase Number
- Combine Parcels
- Divide Parcel
- Total Number of Lots Created
- Other (specify)
- Attachments / Additional Requirements

ZONING REQUEST

- Zoning Change
- Plan Amendment Change

Proposed Zoning

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Proposed Density (units/acre)

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STAFF USE ONLY

PLAT TYPE

- Staff Review
- Planning Commission

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- Traffic Impact Study
- COA Checklist (Hillside Protection)

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AUTHORIZATION

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

Applicant Signature: [Signature]

Please Print: [Name]

Date: 2-22-21

Email: [Email]

Phone Number: [Number]

Staff Signature: [Signature]

Please Print: [Name]

Date: 2-22-2021

Packet Pg. 152
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 may be considered by the Knoxville City Council on May 4, 2021 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knoxville, TN. The Knoxville-Knox County Planning Commission may hear these items on April 8, 2021 and make recommendations. For information related to these items, visit KnxPlanning.gov/agenda. If you need assistance or accommodation for a disability, please contact the City ADA coordinator at 215-3104.

DUE TO THE CIRCUMSTANCES OF THE COVID-19 VIRUS, THESE MEETINGS MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT KNOXVILLE-KNOX COUNTY PLANNING AND KNOXVILLE CITY COUNCIL WEBSITES FREQUENTLY FOR UPDATES ON THESE PUBLIC MEETINGS.

REZONING/PLAN AMENDMENTS

TIM HOWELL, - 0 Knott Avenue / Parcel ID 107 D A 01802. One Year Plan Amendment from TDR (Traditional Neighborhood Residential) / SP (Stream Protection) to HDR (High Density Residential) / SP (Stream Protection). Council District 6, Central City Sector.

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TERRY L. HARRIS - 2100 Chimison Street / Parcel ID 82 H J 41. One Year Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial). Council District 6, Central City Sector.

TERRY L. HARRIS - 2100 Chimison Street / Parcel ID 82 H J 41. Central City Sector Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial). Council District 6, Central City Sector.


WILBANKS, LLC - 0 Keck Road / Parcel ID 68 046. One Year Plan Amendment from LDR (Low Density Residential) to MU-SD, NCW-1 (Callahan Drive Mixed Use Special District). Council District 3, Northeast City Sector.

WILBANKS, LLC - 0 Keck Road / Parcel ID 68 046. Northeast City Sector.
9.f.b

Packet Pg. 157

Attachment: 4-B-21-SP_pkg (0-63-2021 : Central City Sector Plan Amendment 2100 Chipman Street 4-B-21-SP)
KNOX CTY METRO PLANN
400 W MAIN ST # 403
KNOXVILLE TN 37902--242

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REZONING / PLAN AMENDMENTS

TERRY L. HARRIS - 2100 Chilman Street / Parcel ID 82 H E 41. One Year Plan Amendment from HI (Heavy Industrial) to Li (Light Industrial). Council District 6, Central City Sector. Planning Commission Recommendation: Approve One Year Plan Amendment to Li.

TERRY L. HARRIS - 2100 Chilman Street / Parcel ID 82 H E 41. Central City Sector Plan Amendment from HI (Heavy Industrial) to Li (Light Industrial). Council District 6, Central City Sector. Planning Commission Action: Approve Sector Plan Amendment to Li.


SPECIAL USE

CHRIS SHARP, P.E., URBAN ENGINEERING - 0 Nickel Road / Parcel ID 79 E B 005. Proposed use: Removal of the previously approved planned district (C) designation from the property in RN-2 (Single-Family Residential Neighborhood) (C) / HP (Hillside Protection Overlay) District. Council District 3, Northwest City Sector. Planning Commission Recommendation: Approve the request to remove the previously approved Planned District (C) designation.
AGENDA SUMMARY: An Ordinance approving the request of Terry L. Harris for a One Year Plan Amendment from Heavy Industrial to Light Industrial for property located at 2100 Chipman Street. (Planning Commission Approved 12-0) (File No. 4-A-21-PA) (Sixth District)

COUNCIL DISTRICT(S) AFFECTED: The proposed One Year Plan amendment is located in Council District 6.

BACKGROUND: The applicant requested an amendment to the One Year Plan from HI (Heavy Industrial) to LI (Light Industrial). Planning Staff recommended approval of the One Year Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the One Year Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone, by a vote of 12-0.

ESTIMATED PROJECT SCHEDULE: None

PRIOR ACTION/REVIEW
Planning Commission Meeting  4/8/2021  Published ad on 3/6/2021
Knoxville City Council  5/4/2021  Published ads on 4/1 & 4/16/2021

FISCAL INFORMATION
N/A

ATTACHMENTS:
- ORD Terry L. Harris (File No. 4-A-21-PA) (DOCX)
- 4-A-21-PA_pkg  (PDF)
**RESULT:**  APPROVED [UNANIMOUS]  
**MOVER:**  Gwen McKenzie, Vice-Mayor, Sixth District  
**SECONDER:**  Lauren Rider, Fourth District  
**AYES:**  Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas  

**HISTORY:**  
05/04/21  City Council  APPROVED ON FIRST READING  
Next: 05/18/21
ORDINANCE

AN ORDINANCE OF THE COUNCIL OF THE CITY OF KNOXVILLE APPROVING THE REQUEST OF TERRY L. HARRIS FOR A ONE YEAR PLAN AMENDMENT FROM HEAVY INDUSTRIAL TO LIGHT INDUSTRIAL FOR PROPERTY LOCATED AT 2100 CHIPMAN STREET. (FILE NO. 4-A-21-PA)

WHEREAS, Terry L. Harris filed Application No. 4-A-21-PA with the Knoxville-Knox County Planning Commission (“Planning Commission”) to amend the 2020 One Year Comprehensive Development Plan for the City of Knoxville from Heavy Industrial to Light Industrial for property located at 2100 Chipman Street, Parcel ID 82 HE 41; and

WHEREAS, at its meeting on April 8, 2021, the Planning Commission recommended to the Council of the City of Knoxville that the request to change the One Year Plan classification be approved; and

WHEREAS, public notice of hearing of this petition was published in the Knoxville News Sentinel on March 6, 2021, and public notice for the City Council meeting on May 4, 2021 was published in the Knoxville News Sentinel on April 1, 2021 and April 16, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF KNOXVILLE:
SECTION 1: That the 2020 One Year Comprehensive Development Plan and Zoning Plan for the City of Knoxville adopted by Ordinance No. O-62-2020 is hereby amended so as to delete the classification Heavy Industrial and to substitute in lieu thereof the classification Light Industrial for property located at 2100 Chipman Street, Parcel ID 82 HE 41, Sixth District, Central City Sector, Terry L. Harris, Applicant, File No. 4-A-21-PA.

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 One Year Plan Amendment/Rezoning Report; a portion of the One Year Zoning Plan on which the above described property is shaded; an excerpt from the Minutes of the Planning Commission meeting of April 8, 2021; the Development Request for Plan Amendment; 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
PLAN AMENDMENT/ REZONING REPORT

FILE #: 4-F-21-RZ
AGENDA ITEM #: 15
4-A-21-PA
AGENDA DATE: 4/8/2021

APPLICANT: TERRY L. HARRIS
OWNER(S): Terry Harris

TAX ID NUMBER: 82 H E 41
JURISDICTION: Council District 6
STREET ADDRESS: 2100 Chipman Street

LOCATION: South side of Chipman Street, east side of Glider Avenue

TRACT INFORMATION: 10800 square feet.
SECTOR PLAN: Central City
GROWTH POLICY PLAN: N/A
ACCESSIBILITY: This property is accessed off of Glider Avenue, a local road with a 26-ft pavement width inside a 50-ft right-of-way.
UTILITIES: Water Source: Knoxville Utilities Board
Sewer Source: Knoxville Utilities Board
WATERSHED: First Creek

PRESENT PLAN DESIGNATION/ZONING: HI (Heavy Industrial) / RN-4 (General Residential Neighborhood)
PROPOSED PLAN DESIGNATION/ZONING: LI (Light Industrial) / I-MU (Industrial Mixed-Use)
EXISTING LAND USE: Wholesale

EXTENSION OF PLAN DESIGNATION/ZONING: No
HISTORY OF ZONING REQUESTS: None noted for this property
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING:
North: Single family residential - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)
South: Agricultural/forestry/vacant - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)
East: Single family residential - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)
West: Single family residential - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)

NEIGHBORHOOD CONTEXT: This neighborhood generally contains a mix of industrial, commercial, and residential uses. Streets are on a grid and lots average about 6,000 square
STAFF RECOMMENDATION:

- Approve the One Year Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

- Approve the I-MU (Industrial-Mixed Use) zone because it is consistent with the development trend in the area.

COMMENTS:

This parcel was zoned I-3 (General Industrial) prior to adoption of the new zoning ordinance on January 1, 2020, along with the surrounding properties along Chipman Street, Mitchell Street, and Glider Avenue. These properties form a core area consisting of residential, office, and commercial uses inside a peripheral area of industrial uses, and they were reassigned to the RN-4 (General Residential Neighborhood) zone with the adoption of the new zoning ordinance and map. The surrounding industrial properties were reassigned to the I-G (General Industrial) zone.

The RN-4 zone does not allow the various uses present, and many of these properties became non-compliant with the new zoning ordinance despite being an established industrial mixed use area. The I-MU zone would allow all of the existing uses and would be a more appropriate zone for these core properties than the existing RN-4 zone. However, it would require a plan amendment to the LI (Light Industrial) land use classification to align the existing use, zoning, and plan designation.

ONE YEAR PLAN AMENDMENT REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:
1. There has not been a change of conditions that would warrant a plan amendment.

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:
1. No new roads or additional utilities have been introduced in this area.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:
1. There is not an error in the plan to warrant a plan amendment.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:
1. The development trend in this area includes a mix of uses that the I-MU zone would accommodate. It is an established industrial area with other commercial businesses, offices, and housing.
2. This parcel is zoned RN-4, but staff believes I-MU to be a more appropriate zone. A rezoning requires a plan amendment to better align the zone with existing conditions.

PURSUANT TO THE CITY OF KNOXVILLE ZONING ORDINANCE, SECTION 16.1.3, SUBSECTIONS 1-3, ALL OF THE FOLLOWING CONDITIONS MUST BE MET FOR ALL REZONINGS:

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 property and the surrounding properties along the streets listed above were reassigned to the RN-4 zone with the adoption of the new zoning ordinance and map. However, due to the close proximity of an established industrial area, and the presence of other commercial and office uses in the area, staff believes the I-MU zone to be more appropriate. The core area previously described that is zoned RN-4 does not meet the zone’s intent as stated below.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:
1. The I-MU (Industrial-Mixed Use) Zoning District is intended to provide for a mix of light industrial uses and a variety of compatible commercial uses such as entertainment, amusement and retail establishments. This mix is designed to promote the reuse of older, character giving structures that may no longer be suitable for their original industrial purposes, but that can accommodate a variety of alternative types of uses. Residential uses are also permitted in the I-MU District, both above the ground floor in mixed-use development, and in multi-family dwellings.
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 in an established industrial mixed use area, so the I-MU zone would bring this property back into compliance with the zoning ordinance.
2. The property is in the Fulton High School Parental Responsibility Zone.

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. This area should be considered further during the Central City Sector Plan update process to better align the existing uses, zoning, and land use classifications of the other properties zoned RN-4.

ESTIMATED TRAFFIC IMPACT: 0 (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 5/4/2021 and 5/18/2021. 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.
4-A-21-PA / 4-F-21-RZ
PLAN AMENDMENT

From: HI (Heavy Industrial)
To: LI (Light Industrial)

Petitioner: Harris, Terry L.
Map No: 82
Jurisdiction: City

Original Print Date: 3/11/2021
Revised: 9.g.b

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

Eagle view of surrounding area.

Street view from Chipman Street.
EXHIBIT A. Contextual Images

Street view from Glider Avenue.
EXHIBIT A. Contextual Images
The Planning Commission met in regular session on April 8, 2021 at 1:30 p.m. via an electronic meeting through ZOOM.

Item No. File No.

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

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<td>Ms. Karyn Adams</td>
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<td>Mr. Patrick Phillips, Chair</td>
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<td><em>Mr. Louis Browning</em></td>
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* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

15. **TERRY L. HARRIS**

2100 Chipman Street / Parcel ID 82 H E 41, Council District 6.

A. **CENTRAL CITY SECTOR PLAN AMENDMENT**

From HI (Heavy Industrial) to LI (Light Industrial).

1. **STAFF RECOMMENDATION**

   Approve the Central City Sector Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

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

A roll-call vote was taken.

**MOTION CARRIED UNANIMOUSLY 12-0. APPROVED**
B. ONE YEAR PLAN AMENDMENT

From HI (Heavy Industrial) to LI (Light Industrial).

3. **STAFF RECOMMENDATION**
   
   Approve the One Year Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

4. **MOTION (ROTH) AND SECOND (BROWNING) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.**

A roll-call vote was taken.

**MOTION CARRIED UNANIMOUSLY 12-0. APPROVED**

C. REZONING

From RN-4 (General Residential Neighborhood) to I-MU (Industrial Mixed-Use).

5. **STAFF RECOMMENDATION**
   
   Approve the I-MU (Industrial-Mixed Use) zone because it is consistent with the development trend in the area.

6. **MOTION (ROTH) AND SECOND (BROWNING) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.**

A roll-call vote was taken.

**MOTION CARRIED UNANIMOUSLY 12-0. APPROVED**
Development Request

DEVELOPMENT
☐ Development Plan
☐ Planned Development
☐ Use on Review / Special Use
☐ Hillside Protection COA

SUBDIVISION
☐ Concept Plan
☐ Final Plat

ZONING
☒ Plan Amendment
☒ SP ☐ OYP
☒ Rezoning

Applicant Name
Terry L. Harris

Date Filed
Feb. 22, 2021

Owner
Affiliation

Meeting Date (if applicable)
Apr. 18, 2021

File Number(s)
4-F-21-RZ
4-B-21-SP
4-A-21-PA

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

Name
David Harbor

Company
Batie Homes Naveal Fee

Address
4334 Papermill Dr

Knoxville TN 37910

City
State
ZIP

Phone
588-6972

Email
habine[bh]p.com

CURRENT PROPERTY INFO

Owner Name (if different)
Terry Harris

Owner Address
9121 Millennial Pkwy

Mascot, TN 37806

Owner Phone
633-9955

Property Address
2100 Chipman St. Knoxville TN 37917

Parcel ID
M-339 P-8 E-111 4-1

STAFF USE ONLY

South side of Chipman Street, East side of Glider Avenue

10,800 sq. ft. +/-

General Location

Tract Size

6th RN-4

Jurisdiction (specify district above) ☒ City ☐ County

Zoning District

High

City

Growth Policy Plan Designation

Central City N

Planning Sector KUB

Sector Plan Land Use Classification Sewer Provider

Existing Land Use

Septic (Y/N)

Water Provider

Attachment: 4-A-21-PA_pkg (O-64-2021 : One Year Plan Amendment 2100 Chipman Street 4-A-21-PA)
DEVELOPMENT REQUEST

- Development Plan
- Use on Review / Special Use
- Hillside Protection COA

Home Occupation (specify)

Other (specify)

SUBDIVISION REQUEST

- Proposed Subdivision Name
- Unit / Phase Number

- Combine Parcels
- Divide Parcel

Total Number of Lots Created

- Other (specify)
- Attachments / Additional Requirements

ZONING REQUEST

- Zoning Change
- Plan Amendment Change

Proposed Density (units/acre)

Previous Rezoning Requests

- Other (specify)

STAFF USE ONLY

PLAT TYPE

- Staff Review
- Planning Commission

ATTACHMENTS

- Property Owners / Option Holders
- Variance Request

ADDITIONAL REQUIREMENTS

- Design Plan Certification (Final Plat)
- Use on Review / Special Use (Concept Plan)
- Traffic Impact Study
- COA Checklist (Hillside Protection)

AUTHORIZATION

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

Applicant Signature

DAVID HARBIN

Date

2/22/2021

Harbin @ bhp.com

Staff Signature

Marc Payne

Date

Packet Pg. 175
**KNOX CTY METRO PLANN**  
400 W MAIN ST # 403  
KNOXVILLE TN 37902-242

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Order Taker: JBouche  
Order Created: 03/30/2021

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WILBANKS, LLC - 72s Calhoun Drive / Parcel ID 68 0006, Rezoning from C-H2 (Highway Commercial) to I-G (General Industrial). Council District 3, Northwest City Sector.
WILBANKS, LLC - 0 Keck Road / Parcel ID 68 046, One Year Plan Amendment from LDR (Low Density Residential) to MU-SD, NWC-1 (Calhoun Drive Mixed Use Special District). Council District 3, Northwest City Sector.
WILBANKS, LLC - 0 Keck Road / Parcel ID 68 046, Northwest City Sector.
9.g.b

Packet Pg. 180

Attachment: 4-A-21-PA_pkg (0-64-2021 : One Year Plan Amendment 2100 Chipman Street 4-A-21-PA)
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 May 4, 2021 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.

REZONING / PLAN AMENDMENTS

TERRY L. HARRIS - 2100 Chilman Street / Parcel ID 82 H E 41. One Year Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial). Council District 6, Central City Sector. Planning Commission Recommendation: Approve One Year Plan Amendment to LI.

TERRY L. HARRIS - 2100 Chilman Street / Parcel ID 82 H E 41. Central City Sector Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial). Council District 6, Central City Sector. Planning Commission Action: Approve Sector Plan Amendment to LI.


SPECIAL USE

CHRIS SHARP, P.E. / URBAN ENGINEERING - 9 Nickle Road / Parcel ID 79 E B 005. Proposed use: Removal of the previously approved planned district (C) designation from the property in RN-2 (Single-Family Residential Neighborhood) (C) / HP (Hillside Protection Overlay) District. Council District 3, Northeast City Sector. Planning Commission Recommendation: Approve the request to remove the previously approved Planned District (C) designation.
AGENDA SUMMARY: An Ordinance to rezone property located at 2100 Chipman Street from RN-4 (General Residential Neighborhood) District to I-MU (Industrial Mixed-Use) District, Terry L. Harris, Applicant. (Planning Commission Approved 12-0) (File No. 4-F-21-RZ) (Sixth District)

COUNCIL DISTRICT(S) AFFECTED: The proposed rezoning is located in Council District 6.

BACKGROUND: The applicant requested rezoning from RN-4 (General Residential Neighborhood) to I-MU (Industrial Mixed-Use). Planning staff recommended approval of the I-MU (Industrial-Mixed Use) zone because it is consistent with the development trend in the area.


RECOMMENDATION: The Knoxville-Knox County Planning Commission recommended approval of the I-MU (Industrial-Mixed Use) zone because it is consistent with the development trend in the area, by a vote of 12-0.

ESTIMATED PROJECT SCHEDULE: N/A

PRIOR ACTION/REVIEW
Planning Commission Meeting  4/8/2021  Published ad on 3/6/2021
Knoxville City Council  5/4/2021  Published ads on 4/1 & 4/16/2021

FISCAL INFORMATION: N/A

ATTACHMENTS:
- ORD: Terry Harris (CFM App’d) (DOCX)
- 4-F-21-RZ_pkg (PDF)
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<td>SECONDER:</td>
<td>Lauren Rider, Fourth 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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HISTORY:

05/04/21 City Council APPROVED ON FIRST READING

Next: 05/18/21
ORDINANCE


WHEREAS, Terry L. Harris filed Application No. 4-F-21-RZ with the Knoxville-Knox County Planning Commission (“Planning Commission”) to have property located at 2100 Chipman Street, Parcel ID 82 HE 41, rezoned from RN-4 (General Residential Neighborhood) District to I-MU (Industrial Mixed-Use) District; and

WHEREAS, at its April 8, 2021 meeting, the Planning Commission recommended to the Council of the City of Knoxville that the request to change the zoning classification be approved; and

WHEREAS, public notice on the hearing of this petition was published in the Knoxville News Sentinel on March 6, 2021, and public notice for the City Council meeting on May 4, 2021 was published in the Knoxville News Sentinel on April 1, 2021 and April 16, 2021.

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 zoning classification of property located at 2100 Chipman Street, Parcel ID 82 HE 41, Sixth District, Central City Sector, from RN-4 (General Residential Neighborhood) District to I-MU (Industrial Mixed-Use) District, Terry L. Harris, Applicant, File No. 4-F-21-RZ.

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 Plan Amendment/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 April 8, 2021; 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
PLAN AMENDMENT/REZONING REPORT

APPLICANT: TERRY L. HARRIS
OWNER(S): Terry Harris

TAX ID NUMBER: 82 H E 41
JURISDICTION: Council District 6
STREET ADDRESS: 2100 Chipman Street

LOCATION: South side of Chipman Street, east side of Glider Avenue
TRACT INFORMATION: 10800 square feet.
SECTOR PLAN: Central City
GROWTH POLICY PLAN: N/A
ACCESSIBILITY: This property is accessed off of Glider Avenue, a local road with a 26-ft pavement width inside a 50-ft right-of-way.
UTILITIES: Water Source: Knoxville Utilities Board
Sewer Source: Knoxville Utilities Board
WATERSHED: First Creek

PRESENT PLAN DESIGNATION/ZONING: HI (Heavy Industrial) / RN-4 (General Residential Neighborhood)
PROPOSED PLAN DESIGNATION/ZONING: LI (Light Industrial) / I-MU (Industrial Mixed-Use)
EXISTING LAND USE: Wholesale

EXTENSION OF PLAN DESIGNATION/ZONING: No
HISTORY OF ZONING REQUESTS: None noted for this property
SURROUNDING LAND USE, PLAN DESIGNATION, ZONING:
North: Single family residential - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)
South: Agricultural/forestry/vacant - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)
East: Single family residential - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)
West: Single family residential - HI (Heavy Industrial) - RN-4 (General Residential Neighborhood District)

NEIGHBORHOOD CONTEXT: This neighborhood generally contains a mix of industrial, commercial, and residential uses. Streets are on a grid and lots average about 6,000 square
STAFF RECOMMENDATION:

- Approve the One Year Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

- Approve the I-MU (Industrial-Mixed Use) zone because it is consistent with the development trend in the area.

COMMENTS:

This parcel was zoned I-3 (General Industrial) prior to adoption of the new zoning ordinance on January 1, 2020, along with the surrounding properties along Chipman Street, Mitchell Street, and Glider Avenue. These properties form a core area consisting of residential, office, and commercial uses inside a peripheral area of industrial uses, and they were reassigned to the RN-4 (General Residential Neighborhood) zone with the adoption of the new zoning ordinance and map. The surrounding industrial properties were reassigned to the I-G (General Industrial) zone.

The RN-4 zone does not allow the various uses present, and many of these properties became non-compliant with the new zoning ordinance despite being an established industrial mixed use area. The I-MU zone would allow all of the existing uses and would be a more appropriate zone for these core properties than the existing RN-4 zone. However, it would require a plan amendment to the LI (Light Industrial) land use classification to align the existing use, zoning, and plan designation.

ONE YEAR PLAN AMENDMENT REQUIREMENTS FROM GENERAL PLAN (May meet any one of these):

CHANGES OF CONDITIONS WARRANTING AMENDMENT OF THE LAND USE PLAN:
1. There has not been a change of conditions that would warrant a plan amendment.

INTRODUCTION OF SIGNIFICANT NEW ROADS OR UTILITIES THAT WERE NOT ANTICIPATED IN THE PLAN AND MAKE DEVELOPMENT MORE FEASIBLE:
1. No new roads or additional utilities have been introduced in this area.

AN OBVIOUS OR SIGNIFICANT ERROR OR OMISSION IN THE PLAN:
1. There is not an error in the plan to warrant a plan amendment.

TRENDS IN DEVELOPMENT, POPULATION OR TRAFFIC THAT WARRANT RECONSIDERATION OF THE ORIGINAL PLAN PROPOSAL:
1. The development trend in this area includes a mix of uses that the I-MU zone would accommodate. It is an established industrial area with other commercial businesses, offices, and housing.
2. This parcel is zoned RN-4, but staff believes I-MU to be a more appropriate zone. A rezoning requires a plan amendment to better align the zone with existing conditions.

PURSUANT TO THE CITY OF KNOXVILLE ZONING ORDINANCE, SECTION 16.1.3, SUBSECTIONS 1-3, ALL OF THE FOLLOWING CONDITIONS MUST BE MET FOR ALL REZONINGS:

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 property and the surrounding properties along the streets listed above were reassigned to the RN-4 zone with the adoption of the new zoning ordinance and map. However, due to the close proximity of an established industrial area, and the presence of other commercial and office uses in the area, staff believes the I-MU zone to be more appropriate. The core area previously described that is zoned RN-4 does not meet the zone’s intent as stated below.

THE PROPOSED AMENDMENT SHALL BE CONSISTENT WITH THE INTENT AND PURPOSE OF THE APPLICABLE ZONING ORDINANCE:
1. The I-MU (Industrial-Mixed Use) Zoning District is intended to provide for a mix of light industrial uses and a variety of compatible commercial uses such as entertainment, amusement and retail establishments. This mix is designed to promote the reuse of older, character giving structures that may no longer be suitable for their original industrial purposes, but that can accommodate a variety of alternative types of uses. Residential uses are also permitted in the I-MU District, both above the ground floor in mixed-use development, and in multi-family dwellings.

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 in an established industrial mixed use area, so the I-MU zone would bring this property back into compliance with the zoning ordinance.

2. The property is in the Fulton High School Parental Responsibility Zone.

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. This area should be considered further during the Central City Sector Plan update process to better align the existing uses, zoning, and land use classifications of the other properties zoned RN-4.

ESTIMATED TRAFFIC IMPACT: 0 (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 5/4/2021 and 5/18/2021. 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.
**4-F-21-RZ**

**REZONING**

From: **RN-4** (General Residential Neighborhood)

To: **I-MU** (Industrial Mixed-Use)

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**Map No:** 82

**Jurisdiction:** City

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**Original Print Date:** 3/11/2021

**Revised:**

Knoxville - Knox County Planning Commission * City / County Building * Knoxville, TN 37902

---

**Petitioner:** Harris, Terry L.

---

**Attachment:** 4-F-21-RZ_pkg (O-65-2021 : Rezoning 2100 Chipman Street 4-F-21-RZ)
EXHIBIT A. Contextual Images

4-F-21-RZ / 4-A-21-PA / 4-B-21-SP: Location Map
2100 Chipman Street
Knoxville - Knox County - KUB Geographic Information System

4-F-21-RZ / 4-A-21-PA / 4-B-21-SP: Aerial Map
2100 Chipman Street
Knoxville - Knox County - KUB Geographic Information System

Packet Pg. 191
EXHIBIT A. Contextual Images

Eagle view of surrounding area.

Street view from Chipman Street.
4-F-21-RZ / 4-A-21-PA / 4-B-21-SP
EXHIBIT A. Contextual Images

Street view from Glider Avenue.
EXHIBIT A. Contextual Images

4-F-21-RZ / 4-A-21-PA / 4-B-21-SP

Attachment: 4-F-21-RZ_pkg (O-65-2021 : Rezoning 2100 Chipman Street 4-F-21-RZ)
The Planning Commission met in regular session on April 8, 2021 at 1:30 p.m. via an electronic meeting through ZOOM.

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

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<td>Ms. Tamara Boyer</td>
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<td>Ms. Karyn Adams</td>
<td><strong>Mr. Richard Graf</strong></td>
<td>Ms. Jacqueline Dent</td>
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<td>Mr. Patrick Phillips, Chair</td>
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<td>Mr. Chris Ooten</td>
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<td><strong>Mr. Eddie Smith</strong></td>
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<td>Mr. Scott Smith, Vice-Chair</td>
<td>*Mr. Louis Browning</td>
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* Arrived late to the meeting, ** Left early in the meeting, A – Absent from the meeting

**15. TERRY L. HARRIS**

2100 Chipman Street / Parcel ID 82 H E 41, Council District 6.

**A. CENTRAL CITY SECTOR PLAN AMENDMENT 4-B-21-SP**

From HI (Heavy Industrial) to LI (Light Industrial).

1. **STAFF RECOMMENDATION**

   Approve the Central City Sector Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

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

A roll-call vote was taken.

**MOTION CARRIED UNANIMOUSLY 12-0. APPROVED**
B. ONE YEAR PLAN AMENDMENT

From HI (Heavy Industrial) to LI (Light Industrial).

3. STAFF RECOMMENDATION
   Approve the One Year Plan amendment to LI (Light Industrial) because it allows consideration of the I-MU (Industrial-Mixed Use) zone.

4. MOTION (ROTH) AND SECOND (BROWNING) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.

A roll-call vote was taken.

MOTION CARRIED UNANIMOUSLY 12-0. APPROVED

C. REZONING

From RN-4 (General Residential Neighborhood) to I-MU (Industrial Mixed-Use).

5. STAFF RECOMMENDATION
   Approve the I-MU (Industrial-Mixed Use) zone because it is consistent with the development trend in the area.

6. MOTION (ROTH) AND SECOND (BROWNING) WERE MADE TO APPROVE PER STAFF RECOMMENDATION.

A roll-call vote was taken.

MOTION CARRIED UNANIMOUSLY 12-0. APPROVED
Development Request

DEVELOPMENT
☐ Development Plan
☐ Planned Development
☐ Use on Review / Special Use
☐ Hillside Protection COA

SUBDIVISION
☐ Concept Plan
☐ Final Plat

ZONING
☒ Plan Amendment
☒ SP ☒ OYP
☒ Rezoning

Terry L. Harris
Applicant Name

Feb. 22, 2021
Date Filed

Owner
Affiliation

4-F-21-RZ
4-B-21-SP
4-A-21-PA
File Number(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

David Harbin
Name

4334 Papermill Dr
Address

Knoxville TN 37909
City

588-6972
Phone

harbing6bn-p.com
Email

CURRENT PROPERTY INFO

Terry Harris
Owner Name (if different)

9121 Millett Rd
Owner Address

Mascot, TN 37806
Owner Phone

2100 Chipman St, Knoxville TN 37917
Property Address

Parcel ID

South side of Chipman Street, East side of Glider Avenue

10,800 sq. ft. +/-

6th

RN-4

Tract Size

Jurisdiction (specify district above)  ☒ City  ☐ County

Central City

HI

City

Planning Sector

Sector Plan Land Use Classification

WS

N

KUB

KUB

Existing Land Use

Septic (Y/N)

Sewer Provider

Water Provider

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DEVELOPMENT REQUEST

- Development Plan
- Use on Review / Special Use
- Hillside Protection COA

- Residential
- Non-Residential

Home Occupation (specify)

Other (specify)

SUBDIVISION REQUEST

- Proposed Subdivision Name
- Unit / Phase Number
- Combine Parcels
- Divide Parcel
- Total Number of Lots Created
- Other (specify)
- Attachments / Additional Requirements

ZONING REQUEST

- Zoning Change
- Plan Amendment Change

- Proposed Zoning
- Proposed Plan Designation(s)

Proposed Density (units/acre)

Previous Rezoning Requests

- Other (specify)

STAFF USE ONLY

PLAT TYPE

- Staff Review
- Planning Commission

ATTACHMENTS

- Property Owners / Option Holders
- Variance Request

ADDITIONAL REQUIREMENTS

- Design Plan Certification (Final Plat)
- Use on Review / Special Use (Concept Plan)
- Traffic Impact Study
- COA Checklist (Hillside Protection)

AUTHORIZATION

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

Applicant Signature: DAVID HARBIN
Phone Number: 581-897-4772
Email: harbin@bhnp.com

2/22/2021
2/22/2021
2/22/2021
KGIS makes no representation or warranty as to the accuracy of his map and its information nor to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and 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  
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PUBLIC NOTICE

The following items may be considered by the Knoxville City Council on May 4, 2021 at 6:00 p.m. in the Main Assembly Room, City County Bldg., 400 Main St., Knoxville, TN. The Knoxville-Knox County Planning Commission may hear these items on April 8, 2021 and make recommendations. 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, THESE MEETINGS MAY BE CONDUCTED BY ELECTRONIC MEANS. PLEASE VISIT KNOXVILLE-KNOX COUNTY PLANNING AND KNOXVILLE CITY COUNCIL WEBSITES FREQUENTLY FOR UPDATES ON THESE PUBLIC MEETINGS.

REZONING PLAN AMENDMENTS

TIM HOWELL - 0 Knott Avenue / Parcel ID 107 D A 01802. One Year Plan Amendment from TDR (Traditional Neighborhood Residential) / SP (Stream Protection) to HDR (High Density Residential) / SP (Stream Protection). Council District 6, Central City Sector.

TIM HOWELL - 0 Knott Avenue / Parcel ID 107 D A 01802. Central City Sector Plan Amendment from TDR (Traditional Neighborhood Residential) / SP (Stream Protection) to HDR (High Density Residential) / SP (Stream Protection). Council District 6, Central City Sector.

TIM HOWELL - 0 Knott Avenue, 0 Pilkey Rd. & 3415 Pilkey Rd / Parcel ID 107 D A 01801, 107 D J 005-007 & 107 D J 013. One Year Plan Amendment from TDR (Traditional Neighborhood Residential) / SP (Stream Protection) to HDR (High Density Residential) / SP (Stream Protection). Council District 6, Central City Sector.

TIM HOWELL - 0 Knott Avenue, 0 Pilkey Rd. & 3415 Pilkey Rd / Parcel ID 107 D A 01801, 107 D J 005-007 & 107 D J 013. Central City Sector Plan Amendment from TDR (Traditional Neighborhood Residential) / SP (Stream Protection) to HDR (High Density Residential) / SP (Stream Protection). Council District 6, Central City Sector.

TIM HOWELL - 3415 Pilkey Rd. & 0 Knott Ave / Parcel ID 107D0103 & 107D0104. Rezoning from RN-2 (Single-Family Residential Neighborhood) / F (Floodplain Overlay) to RN-6 (Multi-Family Residential Neighborhood) / F (Floodplain Overlay). Council District 4, Central City Sector.

TERRY L. HARRIS - 2100 Chimson Street / Parcel ID 82 H E 41. One Year Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial). Council District 6, Central City Sector.

TERRY L. HARRIS - 2100 Chimson Street / Parcel ID 82 H E 41. Central City Sector Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial). Council District 6, Central City Sector.


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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 May 4, 2021 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.

REZONING / PLAN AMENDMENTS

TERRY L. HARRIS - 2100
Chilman Street / Parcel ID 82 H E 41. One Year Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial), Council District 6, Central City Sector, Planning Commission Recommendation: Approve One Year Plan Amendment to LI.

TERRY L. HARRIS - 2100
Chilman Street / Parcel ID 82 H E 41. Central City Sector Plan Amendment from HI (Heavy Industrial) to LI (Light Industrial), Council District 6, Central City Sector. Planning Commission Action: Approve Sector Plan Amendment to LI.

TERRY L. HARRIS - 2100
Chilman Street / Parcel ID 82 H E 41. Rezoning from RN-4 (General Residential Neighborhood) to I-MU (Industrial Mixed-Use), Council District 6, Central City Sector, Planning Commission Recommendation: Approve I-MU zoning.

SPECIAL USE

CHRIS SHARP, P.E. / URBAN ENGINEERING - 0 Nickle Road / Parcel ID 79 E B 006. Proposed use: Removal of the previously approved planned district (C) designation from the property in RN-2 (Single-Family Residential Neighborhood) (C) / HP (Hillside Protection Overlay) District. Council District 3, Northwest City Sector. Planning Commission Recommendation: Approve the request to remove the previously approved Planned District (C) designation.
AGENDA DATE: May 18, 2021
DEPARTMENT: Legislative
DIRECTOR: City Council

AGENDA SUMMARY A Resolution honoring notable Knoxville historians Robert "Bob" Booker and Jack Neely.

COUNCIL DISTRICT(S) AFFECTED
All

BACKGROUND
Requested by Council

OPTIONS

RECOMMENDATION

ESTIMATED PROJECT SCHEDULE

PRIOR ACTION/REVIEW

FISCAL INFORMATION

ATTACHMENTS:
- Resolution- Honoring Booker and Neely (DOC)

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

Updated: 5/11/2021 2:19 PM
RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE HONORING NOTABLE KNOXVILLE HISTORIANS ROBERT “BOB” BOOKER AND JACK NEELY.

WHEREAS, Robert “Bob” Booker and Jack Neely are notable Knoxvillians, each contributing to the public’s understanding of Knoxville’s history; and

WHEREAS, Mr. Booker grew up in East Knoxville, graduated from Austin High School, served in the U.S. Army, and graduated from Knoxville College where he became involved in the Knoxville Civil Rights movement; and

WHEREAS, Mr. Booker has published numerous books regarding Knoxville Black History as well as writing hundreds of newspaper columns, often chronicling his personal accounts of growing up in East Knoxville; and

WHEREAS, Jack Neely is also a well-regarded writer of Knoxville’s history, frequently penning articles about events, citizens and communities in Knoxville; and

WHEREAS, Mr. Neely has written numerous books about the history of Knoxville as well as writing the Secret History column in Metro Pulse for more than twenty years, where he conveyed the fascinating history of Knoxville; and
WHEREAS, Mr. Booker and Mr. Neely have received numerous awards and recognition over the decades because of their ability to bring life to Knoxville’s history; and

WHEREAS, as Tennessee celebrates its 225th birthday on June 1, 2021, the Council of the City of Knoxville honors these two individuals who have committed so much to preserving the history of Knoxville; and

WHEREAS, the Council of the City of Knoxville appreciates the efforts of Mr. Booker and Mr. Neely to preserve Knoxville’s history for generations to come; and

WHEREAS, because of Mr. Booker’s and Mr. Neely’s lifetime commitment to the research, preservation, and story telling of Knoxville’s history, they are being honored with the naming of the new Booker-Neely Microfilm Reading Room in the Museum of East Tennessee History, and Knoxville City Council joins in recognizing such a worthwhile recognition.

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

SECTION 1: The Council of the City of Knoxville officially recognizes Robert “Bob” Booker and Jack Neely for their decades of dedication to recounting Knoxville’s history.

SECTION 2: The Council of the City of Knoxville hereby recognizes that Mr. Booker and Mr. Neely are worthy of the tribute of the naming of the Booker-Neely Microfilm Reading Room in the Museum of East Tennessee History.

SECTION 3: The City Recorder is hereby respectfully requested to send a copy of this Resolution to Mr. Booker and Mr. Neely to make them aware of it.
SECTION 4: This Resolution shall take effect from and after its passage, the public welfare requiring it.

___________________________________
Presiding Officer of the Council

___________________________________
City Recorder
AGENDA SUMMARY  A Resolution authorizing the Mayor to enter into an agreement with Lincoln Memorial University (LMU) for the non-exclusive use of 205 parking spaces at 1531 St. Mary's Street to provide parking for students, staff and visitors of LMU's educational facility at Magdalen Clarke Tower for a period of one year for $500.00 per year with the option to renew for four one-year extensions.

COUNCIL DISTRICT(S) AFFECTED

5th District - Councilman Charlie Thomas

BACKGROUND

St. Mary's Hospital/Campus once employed over 2000 individuals and served hundreds of patients each day in north Knoxville. During this period, vehicular parking needs for the campus were met through a combination of privately owned structured and surface parking lots, public on-street parking and private surface parking lots.

As the City begins redeveloping the entire site (north and south areas of the campus) for both public (Fire/Police/E-911/Pension) and private uses, there is a need for a shared, campus approach to parking in order to support new uses such as the growing Lincoln Memorial University nursing school and future law, dentistry and optometry programs and to promote redevelopment of currently vacant, underutilized surface lots.

The public currently utilizes the lower St. Mary's Campus Public Parking Lot for events at Fulton High School (i.e. football games) and for events such as the Historic Old North Home Tour. This agreement affords students and faculty from Lincoln Memorial University to access this lot for parking on a non-exclusive basis.

OPTIONS

Approve the Resolution

Deny the Resolution

RECOMMENDATION

Approve the Resolution authorizing the Mayor to enter into an agreement with Lincoln Memorial University (LMU) for the non-exclusive access and use of the St. Mary's Campus Public Parking Lot for students attending classes at the Magdalen Clark Tower (LMU).
ESTIMATED PROJECT SCHEDULE

The LMU Nursing School commenced January 2021. Additional educational programs will be offered by LMU in the Magdalen Clarke Tower in the coming years.

PRIOR ACTION/REVIEW

Previous Land Acquisition of the St. Mary's Campus project.

FISCAL INFORMATION

LMU will pay the City of Knoxville $500 annually.

ATTACHMENTS:

- Resolution (DOC)
- Main Agreement (DOC)
- Exhibit A (PDF)

RESULT: APPROVED [UNANIMOUS]

MOVER: Charles Thomas, Fifth District
SECONDER: Gwen McKenzie, Vice-Mayor, Sixth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
RESOLUTION NO: R-148-2021
REQUESTED BY: Administration
PREPARED BY: Law
APPROVED: 5-18-2021
APPROVED AS AN EMERGENCY MEASURE: _________________________
MINUTE BOOK: 85 PAGE ______

WHEREAS, the City currently owns a public parking lot known as the St. Mary’s Campus Public Parking Lot, located under at 1531 St. Mary’s Street, at the corner of Huron and East Woodland Avenue (hereinafter referred to as “the Premises”); and

WHEREAS, this parking lot is located within the Redevelopment Area discussed in the St. Mary’s Redevelopment and Urban Renewal Plan (“Redevelopment Plan”) which was adopted by City Council of the City of Knoxville by Resolution No. R-163-2019; and

WHEREAS, as part of the Redevelopment Plan, Knoxville’s Community Development Corporation is conducting a parking study of the Redevelopment Area, including the Premises,
in order to facilitate the comprehensive and coordinated redevelopment of the entire Redevelopment Area, so as to determine the best use of the portion of the development known as the “North Campus”; and

WHEREAS, LMU is also in the process of redeveloping the Magdalen Clarke Tower on the former St. Mary’s Hospital site in order to use the site for an educational facility, including a nursing school and business school; and

WHEREAS, while LMU has parking on-site, based on the desired use of the facility, the Knoxville City Code requires LMU to have additional parking available, either by acquisition or by a parking use agreement; and

WHEREAS, at this time, the parking lots located on the publicly-owned portion of the former St. Mary’s site are not being fully utilized by the City for its employees and the City does not anticipate that the need for parking at the Public Safety Complex will exceed the number of spaces available; and

WHEREAS, it is in the best interest of the City that this portion of the redevelopment project succeed, given the entire scope of the St. Mary’s Redevelopment Project; and

WHEREAS, the City desires to allow LMU the non-exclusive right to utilize parking at the 1531 St. Mary’s Street public parking lot for use for its students so that LMU’s students will have free and accessible parking close to the educational facilities; and

WHEREAS, LMU is being provided use of these spaces with the full understanding that this Use Agreement will either terminate, or be suspended in accordance with the terms contained in Article 2 of this Agreement, should the City require additional parking at the Public Safety Complex for its own personnel and is no longer able to provide free access to this parking lot.
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 a Parking Use Agreement, in substantially the same form as the Agreement attached hereto, on behalf of the City of Knoxville, with Lincoln Memorial University, for the non-exclusive use of 205 parking spaces at 1531 St. Mary’s Street at a cost of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per year for a period of one year, with the option to renew this Use Agreement for four additional one-year terms.

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
PARKING USE 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 (“City”), and Lincoln Memorial University, a Tennessee Nonprofit Corporation, with a principal office address of 6965 Cumberland Gap Parkway, Harrogate, Tennessee 37752, (“LMU”).

WITNESSETH:

WHEREAS, the City currently owns a public parking lot known as the St. Mary’s Campus Public Parking Lot, located at 1531 St. Mary’s Street, at the corner of Huron and East Woodland Avenue (hereinafter referred to as “the Premises”); and

WHEREAS, this parking lot is located within the Redevelopment Area discussed in the St. Mary’s Redevelopment and Urban Renewal Plan (“Redevelopment Plan”) which was adopted by City Council of the City of Knoxville by Resolution No. R-163-2019; and

WHEREAS, as part of the Redevelopment Plan, Knoxville’s Community Development Corporation is conducting a parking study of the Redevelopment Area, including the Premises, in order to facilitate the comprehensive and coordinated redevelopment of the entire Redevelopment Area, so as to determine the best use of the portion of the development known as the “North Campus”; and

WHEREAS, LMU is also in the process of redeveloping the Magdalen Clarke Tower on the former St. Mary’s Hospital site in order to use the site for an educational facility, including a nursing school and business school; and
WHEREAS, while LMU has parking on-site, based on the desired use of the facility, the Knoxville City Code requires LMU to have additional parking available, either by acquisition or by a parking use agreement; and

WHEREAS, at this time, the parking lots located on the publicly-owned portion of the former St. Mary’s site are not being fully utilized by the City for its employees and the City does not anticipate that the need for parking at the Public Safety Complex will exceed the number of spaces available; and

WHEREAS, it is in the best interest of the City that this portion of the redevelopment project succeed, given the entire scope of the St. Mary’s Redevelopment Project; and

WHEREAS, the City desires to allow LMU the non-exclusive right to utilize parking at the 1531 St. Mary’s Street public parking lot for use for its students so that LMU’s students will have free and accessible parking close to the educational facilities; and

WHEREAS, LMU is being provided use of these spaces with the full understanding that this Use Agreement will either terminate, or be suspended in accordance with the terms contained in Article 2 of this Agreement, should the City require additional parking at the Public Safety Complex for its own personnel and is no longer able to provide free access to this parking lot; and

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

ARTICLE 1.
GENERAL CONDITIONS

1.1 USE OF PREMISES. Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, the City does hereby authorize LMU’s faculty, students and visitors the non-exclusive use of approximately 205 parking lot spaces located within the public parking lot at the corner of Huron and East Woodland Avenue, known as the St. Mary’s Campus Public...
Parking Lot at 1531 St. Mary’s Street, as further described in Exhibit A which is attached hereto (“the Premises”). LMU agrees that it will use and occupy the Premises for the sole purpose of providing additional parking for its development in the Magdalen Clarke Tower. LMU agrees that it shall use the Premises for no other purpose without the City’s prior written consent. The use of this Premises cannot impair or impede the City of Knoxville’s planned development of the Public Safety Complex. Upon request by the City, LMU will require its students, administrative, or faculty to move any vehicle or vehicles determined by the City to be a hazard to the public.

1.2 PURPOSE OF USE AGREEMENT. The purpose of this Agreement is to provide LMU with additional parking for the Magdalen Clarke Tower for its students, faculty and visitors. The City believes that providing additional parking in this area will enable the LMU redevelopment of the former St. Mary’s site to succeed.

LMU understands and agrees that the City is in the process of redeveloping the adjacent parcels of City-owned property to be utilized as the future Public Safety Complex. At this time, it is not anticipated that the City will need to utilize all the parking on the Premises for users of the Complex, but if in the future, the City requires this property for other purposes, including parking for its own employees and visitors, LMU understands that the City will need to terminate this Use Agreement.

1.3 DESCRIPTION OF PREMISES. The Premises is currently a parking lot and consists of approximately 2.73 acres of City property with approximately 205 parking spaces. The Premises is depicted in Exhibit A, which is attached to this Agreement, incorporated herein by reference, and made a part of this Agreement as if it were fully set out verbatim.

1.4 CONTRACT DOCUMENTS. The executed Use Agreement will consist of the following:

(A) This Agreement;
(B) Insurance Certificates and Endorsements, attached to this Agreement as Exhibit B.

All other 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. However, in the event of a discrepancy or ambiguity regarding the parties’ respective obligations under this Agreement, the Contract Documents shall govern in the order of preference presented above.

1.5 ACCESS TO PREMISES IS NON-EXCLUSIVE. LMU understands and agrees that at the time this Agreement is executed, that its rights to the Premises are not exclusive, so other members of the public are still permitted to park in spaces on the Premises.

1.6 TERM. The City does hereby enter into this Agreement with LMU for use of the Premises for a term of one (1) year commencing on the effective date of this Agreement, unless earlier terminated pursuant to Article 2 herein. The parties may renew this Agreement for four (4) additional one-year extensions upon written consent of both parties. This Agreement will be
effective upon its full execution by the appropriate officials shown on the signature page of this document (“Effective Date”).

1.7 RENTAL. As consideration for the use and occupancy of the Premises, LMU promises and agrees to pay the City a payment in the amount of FIVE HUNDRED and No/100 ($500.00) per year or any portion thereof, with the first annual rental payment being payable upon the Effective Date of this Agreement, and thereafter on the first business day of each year, and payable in advance and without demand.

1.8 PLACE OF PAYMENT. LMU shall make all payments under this Agreement to the City Finance Department.

1.9 CONDITION OF THE PREMISES. LMU’s signature on this Agreement signifies that representatives of LMU (i) have visited the Premises, (ii) have inspected the Premises, and (iii) are fully acquainted with the condition of the Premises. The failure of LMU to do any of the above does not, in any way, relieve LMU of any obligations pursuant to this Agreement. The parties agree that the Premises is in good order and repair, and LMU accepts the Premises in its present condition and acknowledges that it is suitable for LMU’s intended use. LMU accepts the same in their “as is” condition, and the City has no obligation to build or make any improvements thereon or thereto whatsoever.

1.10 IMPROVEMENTS. LMU agrees not to alter the Premises without the prior written approval of the City’s Director of Engineering; provided, however, LMU shall be permitted to make improvements consistent with the permitted use contained in paragraph 1.6, so long as those improvements are contained within the area defined as the Premises, which is further described in Exhibit A.

1.11 RESPONSIBILITIES OF LMU. LMU agrees to the following:

(A) Be responsible for any trash or litter that is generated by LMU’s employees, students and guests use of the Premises.

(B) Ensure that employees, students and guests do not loiter, consume alcoholic beverages, leave trash or create any nuisance while using the Premises.

(C) Any damage, other than normal wear and tear, caused to the Premises by LMU, its employees, students or guests.

1.12 OTHER COSTS. In addition to its obligations stated in this Agreement, LMU shall pay, or cause to be paid, all other costs necessary for its use and operations of the Premises.

1.13 SURRENDER OF PREMISES. At the termination or expiration of this Agreement, for whatever reason, LMU agrees to surrender the Premises to the City in the same condition as LMU received it when the term of this Agreement began, reasonable wear and tear excepted, except that LMU shall not be required to repair or reconstruct any portion of the Premises damaged or demolished by any party other than LMU or its assigns. Any items belonging to LMU which remain on the Premises on the termination date of this Agreement will be deemed abandoned for all purposes and will become property of the City; the City may then dispose of the same without any liability to LMU of any type or nature.
1.14 **INSURANCE.** LMU shall procure and maintain throughout the term of this Agreement the insurance coverage specified in Article 6 of this Agreement.

**ARTICLE 2. TERMINATION**

Upon ninety (90) days’ notices in writing to LMU by the City, this Agreement may be terminated for any reason.

LMU may elect, at any time, upon ninety (90) days prior written notice to City, to terminate this Agreement and, in such event, neither party shall have any further duty or liability to the other, except as provided for in Sections 1.8, 1.11, 1.12, 1.14, 1.15, 4.1, 5.1, and Articles 10 and 11.

In the event of default referred to in Article 3 of this Agreement, the City may give LMU written notice of its intention to terminate this Agreement on a specified date, which date shall not be earlier than 10 days after the notice is given, and if all defaults have not then been cured, on the date specified, LMU’s rights to possession of the Premises pursuant to this Agreement shall cease and this Agreement shall be terminated.

**ARTICLE 3. DEFAULT**

The following events shall be deemed to be “Events of Default” by LMU under this Agreement:

3.1 **FAILURE TO PAY RENT.** LMU shall fail to pay any installment of the rent within ten (10) days after the date it is due and such failure continues for a period of thirty (30) days after written notice thereof from City to LMU.

3.2 **FAILURE TO COMPLY WITH TERMS OF AGREEMENT.** LMU shall fail to comply with any other term, provision, or covenant of this Agreement, upon the expiration of twenty (20) days after written notice from City, provided that in the event the default is of such a nature that it cannot reasonably be cured within such twenty (20) day period, then no default shall be deemed to have occurred if LMU commences to cure the default within such twenty (20) day period and thereafter pursues the cure with reasonable diligence.

3.3 **BANKRUPTCY.** LMU shall file a voluntary petition under any chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof in which LMU contends that it is insolvent.

3.4 **IN VOLUNTARY PROCEEDING.** An involuntary proceeding is filed against LMU pursuant to the United States Bankruptcy Code, and such proceeding is not dismissed within ninety (90) days.
3.5 RECEIVERSHIP. A receiver or trustee shall be appointed for all or substantially all of the assets of LMU and that proceeding shall not be terminated within ninety (90) days after the date of its commencement.

Upon the occurrence of any Event of Default specified in Article 3 above, the City shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

3.6 TERMINATION. Terminate this Agreement, in which event LMU shall immediately surrender possession of the Premises to the City, and if LMU fails to do so, the City may, without prejudice to any other remedy which it may have for default hereunder or arrearages in rent, enter upon and take possession of the Premises.

3.7 TAKE POSSESSION. Enter upon and take possession of the Premises and expel or remove LMU and any other occupant therefrom (using such force as may be reasonably necessary) without having terminated this Agreement, without being deemed guilty of any manner of trespass and without prejudice to any other remedy which it may have for default hereunder or arrearages in rent.

If the City either (i) elects to terminate this Agreement by reason of an Event of Default, or (ii) elects to repossess the Premises without terminating this Agreement, LMU shall be liable for and shall pay to the City all rent and other indebtedness accrued to the date of such termination or repossession. In addition, LMU shall pay to the City the reasonable costs incurred by the City in recovering possession of the Premises (including reasonable attorneys’ fees and litigation costs). Actions to collect amounts due by LMU may be brought from time to time, on one or more occasions, without the necessity of the City’s waiting until expiration of the Term.

ARTICLE 4.
INDEMNIFICATION AND LIABILITY

4.1 LMU, for itself, and its agents and employees shall:

LMU 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 LMU in performance of this Agreement or from LMU’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.

LMU 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 LMU 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. LMU 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 LMU may request. LMU 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.

LMU 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.

4.2 No Liability For Property Maintained on Premises. LMU also agrees that all property owned by it, its agents, employees, invitees, or tenants, on or about the Premises will be kept at the Premises at the sole risk and hazard of such party. The City will not be liable or responsible for any loss of or damage to LMU, or anyone claiming under or through LMU, or otherwise.

ARTICLE 5.
ASSIGNMENT OR SUBLEASE

5.1 No Assignment or Sublease Without Written Consent. LMU will not assign, transfer or encumber any interest in this Agreement, nor assign or sublet LMU’s leasehold interest in the Premises, without obtaining the prior written consent of the City. The form of any sublease agreement shall contain contractual obligations substantially similar to LMU’s obligations stated herein and such additional terms and conditions as LMU deems appropriate and shall be subject to written approval by the City. Provided, however, notwithstanding any contrary provision, LMU may assign and/or pledge its interests in this Agreement to its lender(s), the condominium association or owners to be established in connection with LMU’s improvement of its building, or any purchaser of such building (“Permitted Assignee”). In the event that LMU assigns or pledges its interests in this Agreement to its lender(s), the condominium association, owners or purchasers of the Southeastern Glass Building, said assignment or pledge shall not provide the lenders, condominium association, owners or purchasers any rights to damages or compensation as the result of condemnation by either the City or the State pursuant to the language contained in Section 1.20 of this Agreement.

5.2 Rental Adjustment Due to Assignment or Sublease. If at any time LMU desires to assign this Agreement or sublet the Premises to any person or entity other than a Permitted Assignee, prior to receiving written consent from the City for said assignment or sublease, the rent payable under Section 1.8 of this Agreement may, at the sole discretion of the City, be increased from $10.00 per year to the annual fair rental value of the Premises (not including the value of any improvements constructed thereon by LMU). The annual fair rental value shall be determined
by mutual agreement of the City, LMU and the assignor or sublessee. If the parties are unable to reach agreement in regard to the annual fair rental value of the Premises, the City will not agree to the assignment or sublease. The annual fair rental value shall be paid in twelve equal monthly installments, payable in advance on the first day of each month. Monthly rent for any partial month shall be prorated. The obligation to pay annual fair rental value shall commence as of the date the person or entity becomes the sublessee or assignee of this Agreement, and the first monthly installment of rent shall immediately come due.

ARTICLE 6.
INSURANCE

LMU 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 LMU 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, LMU’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 LMU’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 LMU.

3. **Workers’ Compensation Insurance.** LMU 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. LMU 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 LMU’s workers’ compensation insurance coverage.

4. **Other Insurance Requirements.** LMU 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 LMU cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, LMU 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 LMU’s insurance) in the same manner as specified for LMU. LMU 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 LMU 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 7.
NOTICE

Any notice, communication, request, reply or advice ("Notice") required or permitted to be given, made or accepted by either party to the other must be in writing and may, unless otherwise in this Agreement expressly provided, be given or by hand delivery, by overnight courier service by a nationally recognized overnight courier company, or mailed by United States Mail, postage prepaid and in registered or certified form and addressed to the party to be notified, with return receipt requested. Notice mailed in such a manner shall be deemed to be effective three days after it is deposited in the United States Mail or the date of receipt shown on the return receipt, whichever is earlier. Notice given in any other manner shall be effective only if and when received by the party to be notified. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to City: For purposes of U. S. Mail, overnight courier or hand delivery:

The City of Knoxville
400 Main Avenue
Suite 691
Knoxville, Tennessee 37902
Attention: Purchasing Agent
If to LMU: For purposes of U. S. Mail, overnight courier or hand delivery:

LMU
President’s Office
C/O Chief Legal Council
6965 Cumberland Gap Parkway
Harrogate, Tennessee 37752

The parties hereto and their respective successors and permitted assigns shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address, by giving ten (10) days written notice to the other party.

ARTICLE 8.
NON-DISCRIMINATION

LMU agrees to the following:

(A) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;

(B) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; and

(C) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability.

(D) will include these provisions in every subcontract or sublease let by or for it relating to the Premises.

ARTICLE 9.
ETHICAL STANDARDS

LMU hereby takes notice of and warrants 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 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.

ARTICLE 10.
ADA COMPLIANCE

LMU will comply with any and all requirements of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq., (“ADA”) applicable to the Premises, if any, including, but not limited to, the removal of all structural barriers, the accessibility of programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. LMU agrees that the City will not be responsible for any costs or expenses related to compliance with the ADA resulting from this Agreement.

ARTICLE 11.
FIRE AND CASUALTY

In the case of fire or other casualty occurring at the Premises, LMU must give immediate notice thereof to:
Upon receiving such notice, the City will have the option to (i) cause the damage to be repaired as soon as it is reasonable and convenient for the City or (ii) decide neither to repair or rebuild and terminate this Agreement. In no event will LMU be entitled to compensation or damages on account of any annoyance or inconvenience occasioned by fire or other casualty.

In the event that damage to Premises resulted from or was contributed to by the fault or neglect of LMU, its agents, invitees, licensees or servants, LMU will be liable to the City for all loss and expense suffered or incurred by the City as a result of such damage. Any sums due hereunder will be payable on demand whether the City (i) repairs such damage or (ii) exercises its right to neither repair nor rebuild.

ARTICLE 12.
MISCELLANEOUS PROVISIONS

12.1 **INDEPENDENT CONTRACTOR.** LMU 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.

12.2 **ASSIGNMENT.** LMU shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

12.3 **SUBCONTRACTS TO THE AGREEMENT.** LMU shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

12.4 **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.

12.5 **REQUIRED APPROVALS.** Neither LMU or the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.

12.6 **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.
12.7 **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.

12.8 **FEDERAL, STATE AND LOCAL REQUIREMENTS.** LMU is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

12.9 **NO BENEFIT FOR THIRD PARTIES.** Any services to be performed by LMU 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 LMU’s performance of its services hereunder, and no right to assert a claim against the City or LMU, its officers, employees, agents or contractors shall accrue to LMU 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 LMU’s services hereunder.

12.10 **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.

12.11 **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.

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

12.13 **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.

12.14 **ENTIRE AGREEMENT.** This Agreement forms the entire Agreement between the City and LMU. 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 LMU have executed this Agreement in two (2) copies as of the below-written date.

**APPROVED AS TO FORM**

```
_________________________________
CHARLES W. SWANSON
LAW DIRECTOR
```

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BY: ________________________________
INDYA KINCANNON
MAYOR
```

**CITY OF KNOXVILLE**

```
_________________________________
SUSAN GENNOE
CHIEF FINANCIAL OFFICER
```

```
BY: ________________________________
TITLE: ____________________________
```

**FUNDS CERTIFIED:**

```
_________________________________
LINCOLN MEMORIAL UNIVERSITY
```

```
BY: ________________________________
```

**Required Documents:**

- Certificate of Insurance: X
- Performance Bond: N/A
- Payment Bond: N/A
- Release Form: N/A

**Documents to be attached**

1. Map of Premises, Exhibit A
2. Insurance Certificates and Endorsements, Exhibit B
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.
AGENDA DATE: May 18, 2021
DEPARTMENT: Economic & Community Development
DIRECTOR: Stephanie Welch

AGENDA SUMMARY  A Resolution proposing to annex one parcel of land and a portion of a parcel of land abutting the northern right-of-way of Callahan Drive and to approve a plan of services for said area.

COUNCIL DISTRICT(S) AFFECTED
Council District 3

BACKGROUND
Property owner requests annexation of an area generally being described as being one parcel of land and a portion of a parcel of land situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville Tennessee, abutting the northern right-of-way of Callahan Drive being known as ALL of Tax Map 067, Parcel 258.01 and a part of Tax Map 067, Parcel 256 which property is to be incorporated into the limits of the City of Knoxville, and to approve a Plan of Services for said area.

OPTIONS
Approve or Deny

RECOMMENDATION
Approve

ESTIMATED PROJECT SCHEDULE
Public Hearing to discuss the plan of service and the annexation will occur at 11:30 am on June 9, 2021 in the Small Assembly Room

If approved, this annexation Resolution will be heard at Knoxville-Knox County Planning on June 10, 2021 and at City Council on June 15 and June 29, 2021

PRIOR ACTION/REVIEW
NA

FISCAL INFORMATION
NA
ATTACHMENTS:

- resolution, Proposed 1-5-21 AX, off Callahan Dr (DOC)
- 1-05-21.AX POS corrected (PDF)
- 01-05-21AX (PDF)
- Please_DocuSign_Annexation_Request_Letter.do (PDF)
- OwnerCard_1 (PDF)
- OwnerCard_d92cfdc6-510c-4bf6-acdc-100d656349b1 (PDF)

RESULT: APPROVED [UNANIMOUS]

MOVER: Lauren Rider, Fourth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
RESOLUTION

RESOLUTION NO: R-149-2021
REQUESTED BY: Community Development
PREPARED BY: Law
APPROVED: 5-18-2021
APPROVED AS AN EMERGENCY MEASURE:
MINUTE BOOK: 85 PAGE

WHEREAS, Tennessee Truck Driving School, Inc. owns a parcel of land and a portion of a parcel of land situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville abutting the northern right of way of Callahan Drive being known as all of tax Map 067, Parcel 258.01 and a part of Tax Map 067, Parcel 256; and

WHEREAS, Tennessee Truck Driving School, Inc. has requested annexation into the City of Knoxville; and

WHEREAS, Section 6-51-104 of Tennessee Code Annotated provides that a municipality upon request of a property owner may extend its corporate limits by annexation of such territory adjoining its existing boundaries as may be deemed necessary for the welfare of the residents and property owners of the affected territory and the municipality as a whole; and

WHEREAS, the factors to be considered in assessing the necessity for or reasonableness of any annexation are (a) the necessity for, or use of, municipal services; (b) the present ability and intent of the municipality to render municipal services when and as needed; and (c) whether the annexation is for the sole purpose of increasing municipal
revenue without the ability and intent to benefit the annexed area by rendering municipal services; and

WHEREAS, the annexation of the territory hereinafter described is deemed necessary for the welfare of the residents and property owners of said territory and the residents and property owners of the City of Knoxville as a whole; and

WHEREAS, a proposed plan of services for this area is attached hereto and will be formally forwarded to the Knoxville-Knox County Planning Commission, as required by Section 6-51-104(b)(1)(a), Tennessee Code Annotated, and it is contemplated that the plan of service for this area, if approved by the Knoxville-Knox County Planning Commission, will be formally adopted upon the enactment of a second resolution following the fulfillment of all notices and meetings required by Section 6-51-104, Tennessee Code Annotated; and

WHEREAS, pursuant to Section 103 of the Knoxville City Charter, the Council of the City of Knoxville has authority to revise the boundaries of the wards of the city and the Council desires to include said annexed area within a ward of the city.

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

SECTION 1: The Council of the City of Knoxville proposes to annex a parcel of land situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville, Tennessee, abutting the northern right-of-way of Callahan Drive being known as all of Tax Map 067, Parcel 258.01, property of Tennessee Truck Driving School, Inc. per Deed Instrument Number 202004150068427, being all of Lot 1 as shown on the map of the Final Plat of Wyrick/Chitwood Property, by Stephen William Ward, TN Reg. No. 2342, with Drawing title 080816.DWG, dated 08-28-2008, and being recorded in the Knox County Register of Deeds as Instrument Number 200910200028028 and in the Technical Services/City Engineering Records as Map Number 40861-D and 40861-E, containing approximately 1.94 acres, as requested by the property owner and as authorized by Section 6-51-104 of Tennessee Code Annotated and Section 103 of the Knoxville City Charter.
SECTION 2: The Council of the City of Knoxville proposes to annex a tract of land situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville, Tennessee, abutting the northern right-of-way of Callahan Drive being known as part of Tax Map 067, Parcel 256, property of Tennessee Truck Driving School, Inc. per Deed Instrument Number 201912230042836, being a southern part of Lot 2 as shown on the map of the Final Plat of Wyrick/Chitwood Property, by Stephen William Ward, TN Reg. No. 2342, with Drawing title 080816.DWG, dated 08-28-2008, and being recorded in the Knox County Register of Deeds as Instrument Number 200910200028028 and in the Technical Services/City Engineering Records as Map Number 40861-D and 40861-E, said part of said Lot 2 is shown on said map with the following calls: L99 (S 46° 06’25” E, 23.08 feet), N 45°01’26”, 178.07 feet, L114 (S 47°13’32” E, 35.92 feet), and S 49°07’01” W, 179.48 feet, containing approximately 0.12 acres, as requested by the property owner and as authorized by Section 6-51-104 of Tennessee Code Annotated and Section 103 of the Knoxville City Charter.

SECTION 3: Upon annexation, the boundary of City of Knoxville Ward 40 shall be revised and expanded so as to include the annexed area described above therein.

SECTION 4: Annexation of the above referenced parcel shall become operative upon the enactment of a second resolution following the fulfillment of all notices and meetings required by Section 6-51-104, Tennessee Code Annotated.

SECTION 5: This Resolution will take effect from and after its passage, the welfare of the city requiring it.

______________________________
Presiding Officer of the Council

________________________
Recorder
CITY OF KNOXVILLE

PLAN OF SERVICE

for

An area generally described as

a certain tract of land abutting the northern right-of-way of Callahan Dr
approximately 800 feet west of the intersection with Old Callahan Dr.

01-05-21.AX

May 2021
PLAN OF SERVICE

As required by Tennessee Code Annotated 6-51-102(b), the City of Knoxville has prepared a Plan of Service for the following area, which is proposed for annexation by the City of Knoxville:

Tract 1
Being one parcel of land situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville Tennessee, abutting the northern right-of-way of Callahan Drive being known as ALL of Tax Map 067, Parcel 258.01.

Situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville, Tennessee, being all of Tax Map 067, Parcel 258.01, property of Tennessee Truck Driving School, Inc. per Deed Instrument Number 202004150058427, being all of Lot 1 as shown on the map of the Final Plat of Wyrick/Chitwood Property, by Stephen William Ward, TN Reg. No. 2342, with Drawing Title 080816.DWG, Dated 08-28-2008, and being recorded in the Knox County Register of Deeds as Instrument Number 200910200028028 and in the Technical Services/City Engineering Records as Map Number 40861-D and 40861-E, containing approximately 1.94 acres.

Tract 2
Being one tract of land situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville Tennessee, abutting the northern right-of-way of Callahan Drive being known as PART OF Tax Map 067, Parcel 256.

Situated in the 6th Civil District of Knox County, Tennessee, to be within Ward 40, City Block 40861 of the City of Knoxville Tennessee, being a southern part of Tax Map 067, Parcel 256, property of Tennessee Truck Driving School, Inc. per Deed Instrument Number 201912230042836, being a southern part of Lot 2 as shown on the map of the Final Plat of Wyrick/Chitwood Property, by Stephen William Ward, TN Reg. No. 2342, with Drawing Title 080816.DWG, Dated 08-28-2008, and being recorded in the Knox County Register of Deeds as Instrument Number 200910200028028 and in the Technical Services/City Engineering Records as Map Number 40861-D and 40861-E, said part of said Lot 2 is shown on said map with the following calls: L99 (S 46° 06'25" E, 23.08 feet), N 45°01'26", 178.07 feet, L114 (S 47°13'32" E, 35.92 feet), and S 49°07'01" W, 179.48 feet, containing approximately 0.12 acres.

THE DISTANCES, ACREAGE, OWNERS, AND DEED REFERENCE INFORMATION OF THE ABOVE DESCRIPTION ARE BASED ON INFORMATION COMPILED FROM DATA SHOWN ON MAPS OF THE KNOXVILLE/KNOX COUNTY GEOGRAPHIC INFORMATION SYSTEM AND RECORDS IN THE KNOX COUNTY REGISTER OF DEEDS OFFICE. NO NEW BOUNDARY SURVEY WAS PERFORMED.
Area Summary

Land Use: Commercial
Acreage: Approximately 2.06 acres
Street Miles: N/A
Dwelling Units: N/A
Population: N/A

The City of Knoxville has identified the following municipal services and projected timetables for services proposed to be extended into this area:
Parcel Number: 067 25801 & a portion of 067 256

Calculated Acres: 2.059

File No. 01-05-21.AX

Date: 03/08/2021

Scale: 1in = 300 ft
AREA NO. 1-5-21.AX  
KNOXVILLE FIRE DEPARTMENT

FIRE PROTECTION

1. On the effective date of annexation, the Knoxville Fire Department will answer all calls for service for fire, explosion, disaster, rescue, hazardous materials and medical first responder.

2. The Knoxville Fire Department operates 19 fire stations, housing 41 fire suppression, rescue and EMS units and staffed by 327 full-time professional firefighters, 24 hours per day, 365 days a year to provide services as may be required. The Knoxville Fire Department maintains a Class II insurance rating.

3. Fire Company First Due Response:
   - Squad 14, located on Central Avenue Pike
   - Quint 17, located on Western Avenue
   - Ladder 3, located on Baxter Avenue
   - Battalion 4, Assistant Chief, located on Central Avenue Pike

4. The Knoxville Fire Department provides First Responder emergency medical services to all Priority 1, life-threatening medical emergencies resulting from serious illness or injury to administer basic life support for stabilizing victims until the ambulance arrives for transport. The department also provides light and heavy rescue services for victims of automobile and other accidents freeing trapped victims and administering medical care through its Emergency Medical Services division.

5. The Knoxville Fire Department currently maintains an average overall response time of five (5) minutes from its nineteen (19) strategically located fire stations throughout the community.

6. The Knoxville Fire Department will provide safety inspections, fire safety programs and fire prevention programs that can be scheduled through the Fire Marshal's Office in conjunction with the Public Fire Education Officer.

7. The Knoxville Hazardous Materials Response Unit, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals, shall also be available if needed.
AREA NUMBER 1-5-21.AX
KNOXVILLE POLICE DEPARTMENT

1. On the date of annexation, the City of Knoxville Police Department will respond
to all calls for service for police protection, including criminal calls, traffic accidents
and traffic related occurrences, and other prevention and interdiction calls for
service.

2. Effective with the annexation, all resources currently available within the Knoxville
Police Department will become available to the citizens of the area. The Knoxville
Police Department has an authorized force of 416 certified police officers and
approximately 100 civilian personnel to provide services 24-hours per day, 365
days a year.

3. Upon annexation, existing police department personnel will be utilized to provide
services by expanding the contiguous beats to include the newly incorporated areas.
Existing police beats, personnel, and equipment will be shifted to provide needed
coverage of the area. This area will be Beat 74. Each beat is patrolled by a one-car
unit per shift; however, the patrol car is augmented by other departments and units
such as motorcycles, investigators, specialized assigned details, etc. For instance,
between the hours of 7:00 a.m. and 7:00 p.m., the patrol units are supplemented
by the motorcycle unit.

4. The Knoxville Police Department will hire additional police officers to provide more
response to the area. The officers will undergo seven hundred and twenty (720) hours
of basic recruit training before being state certified as a police officer. Upon completion
of the classroom training, the officers will undergo six hundred and forty (640) hours
of field office training where they will work and be trained by designated training officers.

5. The Knoxville Police Department will provide upon request crime prevention programs,
traffic and safety education programs, and drug education/awareness programs. Additional
programs include a speaker's bureau for the department to address groups on law
enforcement topics or concerns, home and business security checks, marking pens available
for operation identification, and establishing and maintaining neighborhood watch programs.
AREA NO. 01-05-21.AX
ENGINEERING DEPARTMENT

1. Compilation of property records and preparation of ward maps will begin within 90 days of the operative date of annexation.

2. Inspection services for roadway and stormwater-related problems and complaints will begin in the annexed areas on the operative date of annexation.

3. Implementation of local regulations required for participation in the Federal Flood Insurance Program and NPDES permit will begin on the operative date of annexation.
Plans Review and Inspections Division

Business and homeowners will benefit from the lot and structure reviews completed by this division. Elements that are reviewed include design, construction, safety, installation, alteration, maintenance and appropriate use and/or occupancy of businesses or residences, including signage. In addition to approving building plans, staff can provide owners with alternative, cost-effective strategies for completing development of a house or building while maintaining appropriate construction standards. Work requiring permits also includes protection to the buyer. For more information, please call 215-2999.
AREA NO. 1-5-21.AX (Parcel 067-258.01)

CITY OF KNOXVILLE PUBLIC SERVICE DEPARTMENT

UNDEVELOPED LAND

The property currently is UNDEVELOPED, but in the event future development of this property is commercial, these are the services that will be provided:

Commercial

STREET MAINTENANCE will consist of the following:

a) **RIGHT-OF-WAY MOWING** every month, or as seasonally required.

b) **RIGHT-OF-WAY MAINTENANCE** (such as picking up litter and debris) as may be required.

c) **POTHoles** will be patched on an as-needed basis.

d) **REMOVAL OF SMALL, DEAD ANIMALS** will be provided upon request.

e) **SNOW REMOVAL** will be performed according to the City’s snow plan.

If additional services become necessary, they will be provided on an as-needed basis.
The property currently is UNDEVELOPED, but in the event future development of this property is residential, these are the services that will be provided:

Residential

1. **GARBAGE** will be picked up every week beginning one week following the effective date of annexation.

2. **YARD WASTE** (shrub trimmings, grass clippings, etc.) will be picked up every two weeks between March and October. Yard waste must be placed at the curb in a single 6'x6'x6' pile and placed within 5 feet of the curb in order to be picked up.

3. **LEAVES** will be collected a minimum of four times between October and January. Leaves must be placed at the curb in order to be picked up.

4. **BULKY SOLID WASTE** items (white goods, old furniture, etc.) that are set out with your regular trash, will be collected within two days of your regular trash service day.

5. **STREET MAINTENANCE** will consist of the following:
   a) **RIGHT-OF-WAY MOWING** every month, or as seasonally required.
   b) **RIGHT-OF-WAY MAINTENANCE** (such as picking up litter and debris) as may be required.
   c) **POTHOLES** will be patched on an as-needed basis.
   d) **REMOVAL OF SMALL, DEAD ANIMALS** will be provided upon request.
   e) **SNOW REMOVAL** will be performed according to the City's snow plan.
UTILITY PLAN OF SERVICE

ANNEXATION AREA NUMBER 1-5-21.AX

DATE March 15th, 2021

KNOXVILLE UTILITIES BOARD (KUB), a utility board established and operated pursuant to the charter of the City of Knoxville, offers the following plan of service for the above-referenced area. KUB’s utility services are provided in accordance with its rules and regulations, extension and service policies, and applicable rate tariffs as may be in effect from time to time.

ELECTRIC

Electric service in this area is under the service jurisdiction of KUB and is currently available.

NATURAL GAS

Natural gas service in this area is under the service jurisdiction of KUB and is currently available.

WATER

Water service in this area is under the service jurisdiction of the Hallsdale-Powell Utility District (HPUD). Upon annexation, HPUD will continue to have jurisdiction over this area until such time as KUB determines it can provide service.

WASTEWATER

Wastewater service in this area is under the service jurisdiction of the Hallsdale-Powell Utility District (HPUD). Upon annexation, HPUD will continue to have jurisdiction over this area until such time as KUB determines it can provide service.
Annexations

Parcel 1-5-21.AX

Parks and Recreation Department

The Department of Parks and Recreation has more than 2,232 acres of park land, 46 miles of greenways, 12 recreation centers that allow recreation opportunities to all residents. The following paragraph list the facilities closest to the area to be annexed and also any planned Parks and Recreation projects.

Parks

Victor Ashe Park is a 115.90 acre park that has a playground, 2 pavilions with picnic tables, a concession stand, 18-hole disc golf course, 4 soccer fields, 2 sand volleyball courts, unpaved trail and public restrooms. The park is offers the Dogwood Dog Park and is part of the Victor Ashe Greenway that leads to the Northwest Greenway adjacent to Northwest Middle School.

Inskip Ballfields is located off Inskip Drive and adjacent to the Inskip-Norwood Recreation Center. The areas gas 4 baseball fields and a football field.

Cumberland Estates Park is part of our Cumberland Estates Recreation Center property. The 26.96 acre property has picnic tables, a playground and an unpaved trail (1 mile loop) named the Crowe's Nest.

Knoxville Municipal Golf Course is an approximate 150 acre 18-hole golf course. The course is located off Shaad Road. The golf course is a city-owned facility that is managed by a national golf management company, Indigo Golf.

Greenways

Victor Ashe Greenway is an asphalted greenway with some unpaved sections that meanders through Victor Ashe Park. This 2.5 mile greenway connects Victor Ashe Park to Northwest Middle School, Northwest Greenway and the Pleasant Ridge Greenway and eventually to the Northwest Connector Greenway.

Northwest Greenway is a 1 mile loop that meanders around the Northwest Middle School. The greenway also connect to a playground and sports fields on the school property. This greenway is part of the 4.4 miles of connected greenway and to the larger Knoxville greenway system.

Pleasant Ridge Greenway is a 1.5 asphalt greenway that runs along Pleasant Ridge Road that connects the Northwest Greenway and the Victor Ashe Greenway that offer sports fields, pavilions and restrooms and other amenities.

Northwest Connector is a section of proposed greenway that will connect the newly installed pedestrian bridge over Middlebrook Pike to Victor Ashe Park.

Recreation Centers

Cumberland Estates Recreation Center provides programs to the surrounding community. The center offers a full-size gymnasium, dance center, weight room and a meeting room/game room. The property is 26 acres with a playground, picnic tables and a nature trail.
West Haven Recreation Center is adjacent to the West Haven Elementary School. The center has a gymnasium, game/meeting room and an outdoor playground.

Inskip-Norwood Recreation Center includes the Inskip Ballfields on the 9.65 acre site. The recreation center provides programs to the surrounding community which includes our adaptive program. The site has 4 baseball fields, a football field and a playground.
Community Development Department
Plan of Service, Proposed Annexation, March 2021

The Community Development Department’s programs funded with federal dollars received from the Department of Housing and Urban Development (HUD) are intended to assist low-income citizens and neighborhoods within the City of Knoxville. If qualified by income level and other criteria, areas annexed into the city of Knoxville will be eligible to apply for Community Development programs.

The Office of Neighborhoods will offer its full services to existing neighborhood groups in the areas to be annexed. Specifically, the Office of Neighborhoods will:

- Provide our weekly newsletter to existing associations and their officers, and/or to individuals interested in forming an association;
- Put unorganized, newly annexed neighborhoods in touch with bordering neighborhood associations to see if the newly annexed areas would wish to be incorporated in an existing association.
- List any new organization in the Knoxville Neighborhood Directory;
- Offer to consult with groups on a wide variety of topics related to the successful operation of an effective neighborhood association; and
- Provide liaison services so that groups can more easily and efficiently work with city departments.

If no associations exist in residential areas to be annexed, the Office of Neighborhoods will make itself available to assist individuals who wish to start an association or crime watch group. Management of the developments being annexed will be informed of the services of the Office of Neighborhoods.
February 1, 2021

Rick Emmett
City of Knoxville – Downtown Coordinator
City County Building
400 Main St, Room 655
Knoxville, TN  37902

Re: Annexation Request for Parcel 067 25801 and a portion of 067 256 located on Callahan Drive

Dear Mr. Emmett,

Tennessee Truck Driving School is requesting annexation of Parcel 067 25801 and a portion of 067 256 into the City of Knoxville. The property is currently in Knox County and is zoned Business and Manufacturing Zone (CB). Tennessee Truck Driving School owns the property on each side of Parcel 067 25801. Those properties are in the City of Knoxville and are zoned Commercial Highway 2 (C-H-2).

In addition to the two properties owned by Tennessee Truck Driving School, the property is bounded by three other residential properties on the rear side. Two of the properties are in the City of Knoxville. The third property is in the county and borders the property for less than 10 feet.

We are requesting annexation into the City of Knoxville and rezoning to Commercial Highway 2 (C-H-2).

Please give me a call if you have any questions.

Sean Henson
Tennessee Truck Driving School
865-330-0035 - Sean@drivebigrigs.com
4401 Singleton Station Rd. Louisville, TN 37777
<table>
<thead>
<tr>
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<th>Insert</th>
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<td>SCHOOL INC</td>
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Remarks

L/A

Parent Parcel

Parent Instrument Number

Previous Parcel (Split From)

Next Parcel (Merged Into)

https://www.kgis.org/parcelreports/ownercard.aspx?id=067%20%2025801

Attachment: OwnerCard_1 (R-149-2021 : Proposed annexation and plan of service)
## PROPERTY ASSESSOR'S OFFICE - KNOX COUNTY, TENNESSEE
### MAP DEPARTMENT - OWNERSHIP CARD

**04/12/20**

<table>
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**Subdivision**

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<td>2203 LAUREL AVE KNOXVILLE, TN 37916</td>
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<td>700 FOXRIDGE LN CARYVILLE, TN 37714</td>
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**Remarks**

L/A ANX (2004) 0-274-03

**Parent Parcel**

**Parent Instrument Number**

**Previous Parcel (Split From)**

**Next Parcel (Merged Into)**

https://www.kgis.org/parcelreports/ownercard.aspx?id=067%20%20256

Attachment: OwnerCard_d92c_d656-510c-4b16-ac0c-1006d56349b1 (R-149-2021 : Proposed annexation and plan of service)
AGENDA SUMMARY  A Resolution proposing to annex a tract of land northeast of Luscombe Drive and approximately 300 feet northeast of the intersection of Bardon Road and Luscombe Drive and to approve a plan of services for said area.

COUNCIL DISTRICT(S) AFFECTED
Council District Two

BACKGROUND
Property owner requests annexation of an area generally being described as tract of land northeast of Luscombe Drive and approximately 300 feet northeast of the intersection of Bardon Road and Luscombe Drive.

OPTIONS
Approve or deny

RECOMMENDATION
Approve

ESTIMATED PROJECT SCHEDULE
Public Hearing to discuss the plan of service and the annexation will occur at 11:30 am on June 9, 2021 in the Small Assembly Room

If approved, this annexation Resolution will be heard at Knoxville-Knox County Planning on June 10, 2021 and at City Council on June 15 and June 29, 2021

PRIOR ACTION/REVIEW
NA

FISCAL INFORMATION
NA
ATTACHMENTS:
- resolution, Proposed 2-5-21 AX, off Luscombe  (DOC)
- 2-5-21.AX  (PDF)
- 02-05-21AX (PDF)
- Van Der Weile letter  (PDF)
- OwnerCard_02-05-21  (PDF)

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Andrew Roberto, Second District
SECONDER:  Lauren Rider, Fourth District
AYES:  Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
RESOLUTION NO: R-150-2021
REQUESTED BY: Community Development
PREPARED BY: Law
APPROVED: 5-18-2021
APPROVED AS AN EMERGENCY MEASURE: ________________
MINUTE BOOK: 85 PAGE ______

WHEREAS, Joyce Van Der Wiele owns a tract of land northeast of Luscombe Drive and approximately 300 feet northeast of the intersection of Bardon Road and Luscombe Drive situated in the 6th Civil District of Knox County, Tennessee, to be fully within Ward 47, City Block 47661 of the City of Knoxville, being all of Tax Map 133, Insert B, Group E, Parcel 021.00; and

WHEREAS, Joyce Van Der Wiele has requested annexation into the City of Knoxville; and

WHEREAS, Section 6-51-104 of Tennessee Code Annotated provides that a municipality upon request of a property owner may extend its corporate limits by annexation of such territory adjoining its existing boundaries as may be deemed necessary for the welfare of the residents and property owners of the affected territory and the municipality as a whole; and

WHEREAS, the factors to be considered in assessing the necessity for or reasonableness of any annexation are (a) the necessity for, or use of, municipal services; (b) the present ability and intent of the municipality to render municipal services when and as needed; and (c) whether the annexation is for the sole purpose of increasing municipal
revenue without the ability and intent to benefit the annexed area by rendering municipal services; and

WHEREAS, the annexation of the territory hereinafter described is deemed necessary for the welfare of the residents and property owners of said territory and the residents and property owners of the City of Knoxville as a whole; and

WHEREAS, a proposed plan of services for this area is attached hereto and will be formally forwarded to the Knoxville-Knox County Planning Commission, as required by Section 6-51-104(b)(1)(a), Tennessee Code Annotated, and it is contemplated that the plan of service for this area, if approved by the Knoxville-Knox County Planning Commission, will be formally adopted upon the enactment of a second resolution following the fulfillment of all notices and meetings required by Section 6-51-104, Tennessee Code Annotated; and

WHEREAS, pursuant to Section 103 of the Knoxville City Charter, the Council of the City of Knoxville has authority to revise the boundaries of the wards of the city and the Council desires to include said annexed area within a ward of the city.

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

SECTION 1: The Council of the City of Knoxville proposes to annex a tract of land situated in the 6th Civil District of Knox County, Tennessee, to be fully within Ward 47, City Block 47661 of the City of Knoxville, Tennessee, being all of Tax Map 133, Insert B, Group E, Parcel 021.00, property of Joyce L. Van Der Wiele per Deed Instrument Number 200308120018021, and being all of Lot 23 as shown on the map of Kingston Woods, Unit 3, of record in the Knox County Register of Deeds Office as Map Book 26, Page 236, Map Cabinet C, Slide 232D, Instrument Number 196010250000003, and in the Technical Services/City Engineering Records as Map Number 47661-A, containing approximately 0.61 acres, as requested by the property owner and as authorized by Section 6-51-104 of Tennessee Code Annotated and Section 103 of the Knoxville City Charter.

SECTION 2: Upon annexation, the boundary of City of Knoxville Ward 47 shall be revised and expanded so as to include the annexed area described above therein.
SECTION 3: Annexation of the above referenced parcel shall become operative upon the enactment of a second resolution following the fulfillment of all notices and meetings required by Section 6-51-104, Tennessee Code Annotated.

SECTION 4: This Resolution will take effect from and after its passage, the welfare of the city requiring it.

_____________________________
Presiding Officer of the Council

______________________
Recorder
CITY OF KNOXVILLE

PLAN OF SERVICE

for

An area generally described as

A tract of land northeast of Luscombe Drive and approximately 300 feet northeast of the intersection of Bardon Road and Luscombe Drive.

02-05-21.AX

May 2021
PLAN OF SERVICE

As required by Tennessee Code Annotated 6-51-102(b), the City of Knoxville has prepared a Plan of Service for the following area, which is proposed for annexation by the City of Knoxville:

Situated in the 6th Civil District of Knox County, Tennessee, to be fully within Ward 47, City Block 47661 of the City of Knoxville, Tennessee, being all of Tax Map 133, Insert B, Group E, Parcel 021.00, property of Joyce L. Van Der Wiele per Deed Instrument Number 200308120018021, and being all of Lot 23 as shown on the map of Kingston Woods, Unit 3, of record in the Knox County Register of Deeds Office as Map Book 26, Page 236, Map Cabinet C, Slide 232D, Instrument Number 196010250000003, and in the Technical Services/City Engineering Records as Map Number 47661-A, containing approximately 0.61 acres.

THE DISTANCES, ACREAGE, OWNERS, AND DEED REFERENCE INFORMATION OF THE ABOVE DESCRIPTION ARE BASED ON INFORMATION COMPILED FROM DATA SHOWN ON MAPS OF THE KNOXVILLE/KNOX COUNTY GEOGRAPHIC INFORMATION SYSTEM AND RECORDS IN THE KNOX COUNTY REGISTER OF DEEDS OFFICE. NO NEW BOUNDARY SURVEY WAS PERFORMED

Area Summary

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<tr>
<td>Population</td>
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</table>

The City of Knoxville has identified the following municipal services and projected timetables for services proposed to be extended into this area:
AREA NO. 2-5-21.AX
KNOXVILLE FIRE DEPARTMENT

FIRE PROTECTION

1. On the effective date of annexation, the Knoxville Fire Department will answer all calls for service for fire, explosion, disaster, rescue, hazardous materials and medical first responder.

2. The Knoxville Fire Department operates 19 fire stations, housing 41 fire suppression, rescue and EMS units and staffed by 327 full-time professional firefighters, 24 hours per day, 365 days a year to provide services as may be required. The Knoxville Fire Department maintains a Class II insurance rating.

3. Fire Company First Due Response:
   - Squad 20 & Ladder 20, located on Portsmouth Road
   - Engine 18, located on Weisgarber Road
   - Battalion 3, Assistant Chief, located on Weisgarber Road

4. The Knoxville Fire Department provides First Responder emergency medical services to all Priority 1, life-threatening medical emergencies resulting from serious illness or injury to administer basic life support for stabilizing victims until the ambulance arrives for transport. The department also provides light and heavy rescue services for victims of automobile and other accidents freeing trapped victims and administering medical care through its Emergency Medical Services division.

5. The Knoxville Fire Department currently maintains an average overall response time of five (5) minutes from its nineteen (19) strategically located fire stations throughout the community.

6. The Knoxville Fire Department will provide safety inspections, fire safety programs and fire prevention programs that can be scheduled through the Fire Marshal's Office in conjunction with the Public Fire Education Officer.

7. The Knoxville Hazardous Materials Response Unit, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals, shall also be available if needed.
AREA NUMBER 2-5-21.AX
KNOXVILLE POLICE DEPARTMENT

1. On the date of annexation, the City of Knoxville Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.

2. Effective with the annexation, all resources currently available within the Knoxville Police Department will become available to the citizens of the area. The Knoxville Police Department has an authorized force of 416 certified police officers and approximately 100 civilian personnel to provide services 24-hours per day, 365 days a year.

3. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous beats to include the newly incorporated areas. Existing police beats, personnel, and equipment will be shifted to provide needed coverage of the area. This area will be Beat 83. Each beat is patrolled by a one-car unit per shift; however, the patrol car is augmented by other departments and units such as motorcycles, investigators, specialized assigned details, etc. For instance, between the hours of 7:00 a.m. and 7:00 p.m., the patrol units are supplemented by the motorcycle unit.

4. The Knoxville Police Department will hire additional police officers to provide more response to the area. The officers will undergo seven hundred and twenty (720) hours of basic recruit training before being state certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred and forty (640) hours of field office training where they will work and be trained by designated training officers.

5. The Knoxville Police Department will provide upon request crime prevention programs, traffic and safety education programs, and drug education/awareness programs. Additional programs include a speaker’s bureau for the department to address groups on law enforcement topics or concerns, home and business security checks, marking pens available for operation identification, and establishing and maintaining neighborhood watch programs.
AREA NO. 02-05-21.AX
DEPARTMENT OF COMMUNITY AND NEIGHBORHOOD SERVICES

Engineering Division

1. Compilation of property records and preparation of ward maps will begin within 90 days of the operative date of annexation.

2. Inspection services for roadway and stormwater-related problems and complaints will begin in the annexed areas on the operative date of annexation.

3. Implementation of local regulations required for participation in the Federal Flood Insurance Program and NPDES permit will begin on the operative date of annexation.

4. Please note that the City of Knoxville is already providing emergency maintenance of traffic signals and traffic signs, routine maintenance of traffic signs, pavement markings and other traffic control devices and street name signs on the right-of-way at Greenway Drive which adjoins this property.
2-5-21.AX

Plans Review and Inspections Division

Business and homeowners will benefit from the lot and structure reviews completed by this division. Elements that are reviewed include design, construction, safety, installation, alteration, maintenance and appropriate use and/or occupancy of businesses or residences, including signage. In addition to approving building plans, staff can provide owners with alternative, cost-effective strategies for completing development of a house or building while maintaining appropriate construction standards. Work requiring permits also includes protection to the buyer. For more information, please call 215-2999.
AREA NO. 2-5-21.AX (Parcel 133BE021)

CITY OF KNOXVILLE PUBLIC SERVICE DEPARTMENT

The property currently is DEVELOPED and is residential, these are the services that will be provided:

Residential

1. **GARBAGE** will be picked up every week beginning one week following the effective date of annexation.

2. **YARD WASTE** (shrub trimmings, grass clippings, etc.) will be picked up every two weeks between March and October. Yard waste must be placed at the curb in a single 6'x6'x6' pile and placed within 5 feet of the curb in order to be picked up.

3. **LEAVES** will be collected a minimum of four times between October and January. Leaves must be placed at the curb in order to be picked up.

4. **BULKY SOLID WASTE** items (white goods, old furniture, etc.) that are set out with your regular trash, will be collected within two days of your regular trash service day.

5. **STREET MAINTENANCE** will consist of the following:
   a) **RIGHT-OF-WAY MOWING** every month, or as seasonally required.
   b) **RIGHT-OF-WAY MAINTENANCE** (such as picking up litter and debris) as may be required.
   c) **POTHOLES** will be patched on an as-needed basis.
   d) **REMOVAL OF SMALL, DEAD ANIMALS** will be provided upon request.
   e) **SNOW REMOVAL** will be performed according to the City's snow plan.
UTILITY PLAN OF SERVICE

ANNEXATION AREA NUMBER 2-5-21.AX

DATE March 15th, 2021

KNOXVILLE UTILITIES BOARD (KUB), a utility board established and operated pursuant to the charter of the City of Knoxville, offers the following plan of service for the above-referenced area. KUB’s utility services are provided in accordance with its rules and regulations, extension and service policies, and applicable rate tariffs as may be in effect from time to time.

ELECTRIC

Electric service in this area is under the service jurisdiction of KUB and is currently available.

NATURAL GAS

Natural gas service in this area is under the service jurisdiction of KUB and is currently available.

WATER

Water service in this area is under the service jurisdiction of KUB. Water for domestic service is currently available. Inside-city rates for such service will apply to the first full billing period following the effective date of annexation.

Water for fire protection is available from existing fire hydrants.

WASTEWATER

Wastewater service in this area is under the service jurisdiction of KUB and is currently available. Inside city rates for this service will apply to the first full billing period following the effective date of annexation.
Annexations

Parcel 2-5-21.AX

Parks and Recreation Department

The Department of Parks and Recreation has more than 2,232 acres of park land, 46 miles of greenways, 12 recreation centers that allow recreation opportunities to all residents. The following paragraph list the facilities closest to the area to be annexed and also any planned Parks and Recreation projects.

Parks

West Hills/John Bynon Park is a 45.33 acre park that is adjacent to the West Hills Elementary School that has 2 playgrounds, picnic tables, 4 baseball/softball fields, 6 pickleball courts, football/soccer field, volleyball court, 11 tennis courts, outdoor basketball courts, a gazebo and public restrooms. The park is also part of the Jean Teague Greenway.

Lakeshore Park is located off Northshore Road and Lyons View Pike. The 207.49 acre park hosts 2 playgrounds, pavilions, 6 baseball/softball field and 2 soccer fields, paved trails as part of the Lake shore Greenway and festival lawn.

Westwood Park is located behind Bearden Elementary School. The 1.14 acre park has 1 shelter, picnic tables, playground, gazebo and a paved trail.

Whitlow Logan Park - is a 2.45 acre park in the Sequoyah Hills neighborhood. The park contains a picnic table, playground, tennis court and outdoor basketball court.

Sequoyah Park is a 84.53 acre park that is located off Cherokee Boulevard. The park contains picnic table, water access, fishing, open space, 3 baseball/softball fields and restrooms. Sequoyah Hills Greenway is part of the Sequoyah Hills Park.

Talahi Park is located near the Sequoyah Hills Greenway. The 1.13 acre parks has 2 shelters, benches, open space, and fountain.

Greenways

Jean Teague Greenway is an asphaltered greenway that is connected to the West Hills Park, West Hills Elementary School, the Westside YMCA and Ten Mile Creek Greenway. This 2.6 mile greenway connects to 5 miles of greenway.

Ten Mile Greenway is on the city and county boundaries which also connects a city (West Hills Park) and county park (Walker Springs Park). The 0.6 mile greenway connects to 5 miles of greenway and to that larger Knoxville greenway system.

Lakeshore Greenway has lighted paved trail. The 2.1 miles of trail is part of Lakeshore Park which offers restrooms, pavilions and sports fields.

Sequoyah Hills Greenway is a 2.7 mile trail made of ground gravel or chatt. The green connects to 18 miles of greenway to other areas of the city.
Third Creek Greenway is a 5.3 mile asphalt and concrete trail that connect to 18 miles of connected greenway system. The trail connects to the Neyland Greenway, Sequoyah Greenway, Tyson Park and Safety City.

Recreation Center

Deane Hill Recreation Center provides program to the surrounding community. The center offers a full-size gymnasium, recreation room and kitchen. The center also connects to the Knoxville Bridge Club. The property has a playground and soccer fields.
Community Development Department  
Plan of Service, Proposed Annexation, March 2021

The Community Development Department’s programs funded with federal dollars received from the Department of Housing and Urban Development (HUD) are intended to assist low-income citizens and neighborhoods within the City of Knoxville. If qualified by income level and other criteria, areas annexed into the city of Knoxville will be eligible to apply for Community Development programs.

The Office of Neighborhoods will offer its full services to existing neighborhood groups in the areas to be annexed. Specifically, the Office of Neighborhoods will:

- Provide our weekly newsletter to existing associations and their officers, and/or to individuals interested in forming an association;
- Put unorganized, newly annexed neighborhoods in touch with bordering neighborhood associations to see if the newly annexed areas would wish to be incorporated in an existing association;
- List any new organization in the Knoxville Neighborhood Directory;
- Offer to consult with groups on a wide variety of topics related to the successful operation of an effective neighborhood association; and
- Provide liaison services so that groups can more easily and efficiently work with city departments.

If no associations exist in residential areas to be annexed, the Office of Neighborhoods will make itself available to assist individuals who wish to start an association or crime watch group. Management of the developments being annexed will be informed of the services of the Office of Neighborhoods.
April 1, 2021

Dear Mayor Kincannon:

Following conversation with Mr. Rick Emmett, we are requesting that our property at 7630 Tuscombe Drive be annexed by the City. Thank you.

Sincerely,

Javier Van Der Wiele

P.S. We appreciate that there will be a charge/tax for this service.
<table>
<thead>
<tr>
<th>Owner</th>
<th>Sale Date</th>
<th>Book</th>
<th>Page</th>
<th>Sale Price</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>VAN DER WIELE JOYCE L &amp; JAN EVELYN MAXEY</td>
<td>9/27/1965</td>
<td>1303</td>
<td>531</td>
<td></td>
<td>7630 LUSCOMBE DR KNOXVILLE, TN 37919</td>
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<tr>
<td></td>
<td>8/8/2003</td>
<td>20030812</td>
<td>0018021</td>
<td></td>
<td></td>
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<tr>
<td>VAN DER WIELE JOYCE L</td>
<td>2/15/2018</td>
<td>3677</td>
<td>294</td>
<td></td>
<td>7630 LUSCOMBE DR KNOXVILLE, TN 37919</td>
</tr>
</tbody>
</table>

**Remarks**

**Parent Parcel**

**Parent Instrument Number**

**Previous Parcel ( Split From )**

**Next Parcel ( Merged Into )**
AGENDA SUMMARY  A Resolution authorizing the Mayor to execute all documents on behalf of the City of Knoxville necessary to acquire property by negotiated purchase, or by condemnation if necessary, in fee simple and for easements within five tracts of real property as part of the Texas Avenue Sidewalk Project for a total amount not to exceed $125,000.00.

COUNCIL DISTRICT (S) AFFECTED

3rd District (Seema Singh)

BACKGROUND

These property acquisitions were previously submitted and approved by Council on August 25, 2020. The original intent was to include the fee simple acquisition areas in the request. The attached table has been updated to clarify the fee simple acquisition areas.

These property acquisitions are necessary for the construction of the Texas Avenue Sidewalk Project. This project will construct new sidewalk along the east side of Texas Avenue between Western Avenue and Gerald Street.

OPTIONS

Approve or Deny the resolution

RECOMMENDATION

Approve the resolution

ESTIMATED PROJECT SCHEDULE

This project is in the right-of-way acquisition phase. Once all acquisitions have been completed, the project can be bid. Construction is estimated to last approximately six months.

PRIOR ACTION/REVIEW

These acquisitions were approved by the Land Acquisition Committee on July 27, 2020. These acquisitions were approved by City Council on August 25, 2020 (R-242-2020)
FISCAL INFORMATION

The project is funded from the Citywide New Sidewalk Construction line item approved in the Capital Budget (ENG063307).

AIS Prepared by: Amanda O. Koenig, Civil Engineering Division, 215-6184

ATTACHMENTS:

- Resolution, Property Acquisitions, Texas Ave Sidewalk, includes fee simple (DOC)
- List of Properties_Texas Avenue Sidewalk 042721 (PDF)
- Property Map - Texas Avenue Sidewalk 4-13-21 (PDF)

RESULT: APPROVED [UNANIMOUS]

MOVER: Seema Singh, Third District
SECONDER: Lynne Fugate, At-Large Seat A
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
WHEREAS, the City of Knoxville (the “City”) desires to construct a new sidewalk along the east side of Texas Avenue between Western Avenue and Gerald Street, known as the Texas Avenue Sidewalk Project (the “Project”); and

WHEREAS, as part of the Project, it is necessary for the City to acquire property in fee simple and for easements within five tracts of property on Texas Avenue; and

WHEREAS, on August 25, 2020, acquisitions for the Project were submitted to City Council, inadvertently omitting express references to the fee simple acquisition areas; and

WHEREAS, in order to complete the Project, the City needs to acquire property in fee simple and for easements as further detailed in the list and property map, attached hereto as Exhibit A; and

RESOLUTION NO. R-151-2021

REQUESTED BY: Engineering Dept.
PREPARED BY: Law
APPROVED: 5-18-2021
APPROVED AS AN EMERGENCY MEASURE: ________________
MINUTE BOOK: 85 __ PAGE ______

RESOLUTION NO: ______ R-151-2021 ______
WHEREAS, the Land Acquisition Committee approved these acquisitions on July 27, 2020; and

WHEREAS, the City will negotiate with the individual property owners for acquisition of property, easements and improvements within the listed property to the City for an aggregate total amount not to exceed $125,000.00; and

WHEREAS, as may become necessary for the Project, Section 210, Eminent Domain, of the Charter of the City of Knoxville authorizes the City to take and appropriate real property within or without the area of the City, when the public convenience requires it, in accordance with the provisions of Tennessee Code Annotated.

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

SECTION 1: That the Mayor is authorized to execute all documents on behalf of the City of Knoxville necessary to acquire property in fee simple and for easements by negotiated purchase, or by condemnation if necessary, within five tracts of real property as further detailed in the list and property map, attached hereto as Exhibit A, for a total amount not to exceed $125,000.00, as part of the Texas Avenue Sidewalk Project.

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

____________________________  ________________________
Recorder                                Presiding Officer of the Council
## TEXAS AVENUE SIDEWALK PROJECT

### AFFECTED PROPERTIES

<table>
<thead>
<tr>
<th>Tract #</th>
<th>Tax Parcel #</th>
<th>Owner(s)</th>
<th>Property Address</th>
<th>Fee Simple (SF)</th>
<th>TCE Area (SF)</th>
<th>PDE (SF)</th>
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<tbody>
<tr>
<td>1</td>
<td>094AA040</td>
<td>MITCH &amp; RANDY WINTERS</td>
<td>2845 Western Avenue</td>
<td>92</td>
<td></td>
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<td>2</td>
<td>094AA041</td>
<td>DEWAYNE E GENTRY</td>
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<td>094AA042</td>
<td>FOUNTAIN CITY ENGINEERING, INC.</td>
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<td>1716</td>
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<td>4</td>
<td>094AA043</td>
<td>APPALACHAIN LAND COMPANY, LLC</td>
<td>2622 Texas Avenue</td>
<td>3676</td>
<td>2229</td>
<td>817</td>
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<tr>
<td>6</td>
<td>093DE014</td>
<td>DARTMOOR REALTY</td>
<td>2829 Texas Avenue</td>
<td></td>
<td>201</td>
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</table>
# Texas Avenue Sidewalk Project

## R.O.W. Acquisition Table

<table>
<thead>
<tr>
<th>TRACT NO.</th>
<th>PROPERTY OWNERS</th>
<th>COUNTY RECORDS</th>
<th>TOTAL AREA (ACRES)</th>
<th>AREA TO BE ACQUIRED (ACRES)</th>
<th>AREA REMAINING (ACRES)</th>
<th>EASEMENT (ACRES)</th>
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<tbody>
<tr>
<td>1</td>
<td>VETH &amp; RANDY VITHERS</td>
<td>SARA 40</td>
<td>20050401 022016</td>
<td>0.320</td>
<td>0.236</td>
<td>0.084</td>
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<td>DENAYE E. GENTRY</td>
<td>SARA 40</td>
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<td>FOUNTAIN CITY ENGINEERING</td>
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<td>APPALACHIAN LAND COMPANY, LLC</td>
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<td>20050410 022016</td>
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<td>0.236</td>
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<td>5</td>
<td>DAVILLA CONCRETE DEVELOPMENT CORPORATION</td>
<td>SARA 40</td>
<td>20050410 022016</td>
<td>0.320</td>
<td>0.236</td>
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### Scale: 1" = 100'
AGENDA SUMMARY  A Resolution authorizing the Mayor to execute an agreement with Duracap Asphalt Paving Company, Inc. for an amount not to exceed $336,864.20 for the 2021 Citywide Facilities Paving Project.

COUNCIL DISTRICT(S) AFFECTED
Citywide

BACKGROUND
This project will use 2,000 tons of asphalt to resurface thirteen alleys, two parking lots, and a greenway.

OPTIONS
Approve or deny the contract.

RECOMMENDATION
Approve the contract.

ESTIMATED PROJECT SCHEDULE
Contracted work must be completed within 90 days from the issuance of the Notice to Proceed.

PRIOR ACTION/REVIEW
None

FISCAL INFORMATION
Project is funded with Project No. ENG083303, Facilities Paving
AIS Prepared by: Amanda O. Koenig, Engineering Division, 215-6184
ATTACHMENTS:

- resolution, Duracap Asphalt, 2021 Citywide Facilities Paving Project (DOC)
- agreement, Duracap Asphalt, 2021 Citywide Facilities Paving Project (DOCX)
- 2021 Citywide Facilities Paving Project Locations (PDF)
- Memo to Purchasing - 2021 Citywide Facilities Paving (PDF)
- Bid Summary - 2021 Citywide Facilities Paving (PDF)
- Duracap Asphalt 2021 Citywide Facilities Paving Bid (PDF)
- Plan Set - 2021 Citywide Facilities Paving (PDF)

RESULT: APPROVED [UNANIMOUS]

MOVER: Lauren Rider, Fourth District
SECONDER: Tommy Smith, First District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
RESOLUTION

RESOLUTION NO. ___R-152-2021_____

REQUESTED BY:  Engineering
PREPARED BY:  Law
APPROVED:  5-18-2021
APPROVED AS AN EMERGENCY MEASURE: _________________________
MINUTE BOOK: ___85__ PAGE _____

WHEREAS, the City of Knoxville advertised for bids for the 2021 Citywide Facilities Paving Project, No. 20W-P-0700 (the “Project”); and

WHEREAS, the Project will include using 2,000 tons of asphalt to resurface thirteen alleys, two parking lots, and a greenway; and

WHEREAS, Duracap Asphalt Paving Company, Inc. submitted the lowest qualified bid for said Project in the amount of $336,864.20; and

WHEREAS, Duracap Asphalt Paving Company, Inc. has the necessary qualifications and expertise to perform said work and the Department of Engineering recommends that contract be awarded to it.
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 with Duracap Asphalt Paving Company, Inc., in substantially the same form as the one attached hereto, in an amount not to exceed $336,864.20 for the 2021 Citywide Facilities Paving Project, No. 20W-P-0700, 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 Duracap Asphalt Paving Company, Inc., a Tennessee corporation, P.O. Box 53426, Knoxville, Tennessee 37950 (“Contractor”).

WITNESSETH:

WHEREAS, the City advertised for bids for the 2021 Citywide Facilities Paving Project, No. 20W-P-0700 (“Project”); and

WHEREAS, Contractor submitted the lowest, most responsive bid for said Project in the amount of Three Hundred Thirty-Six Thousand Eight Hundred Sixty-Four and 20/100 Dollars ($336,864.20); 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 May 18, 2021, 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 to use 2,000 tons of asphalt to resurface thirteen alleys, two parking lots, and a greenway,
and perform other work as necessary to complete the Project all in strict accordance with the contract documents and specifications for the 2021 Citywide Facilities Paving Project, No. 20W-P-0700, prepared by the City of Knoxville Engineering Department.

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 ninety (90) days from the issuance of the Notice to Proceed. Contractor further agrees to pay liquidated damages to the City in the sum of Four Hundred Twenty and 00/100 Dollars ($420.00) 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 Three Hundred Thirty-Six Thousand Eight Hundred Sixty-Four and 20/100 Dollars ($336,864.20).

   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:**
- Brian D. Smith, Vice President
- Duracap Asphalt Paving Co., Inc.
- P.O. Box 53426
- Knoxville, TN 37950
- (865) 524-3365

**cc:**
- Thomas V. Clabo, P.E., Chief Civil Engineer
- 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.

(11) **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.

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, 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.

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:**

CHARLES W. SWANSON  
LAW DIRECTOR

______________________________

BY: ___________________________  
INDYA KINCANNON  
MAYOR

DATE: ____________________________

**Funds Certified:**

SUSAN A. GENNOE  
FINANCE DIRECTOR

______________________________

BY: ___________________________  
TITLE: __________________________

**Required Documents:**

Certificate of Insurance  
Performance Bond  
Payment Bond
## 2021 Citywide Facilities Paving Project Locations

<table>
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<tr>
<th>Site</th>
<th>Alley Between Streets</th>
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<th>To</th>
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<td>Wray St</td>
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<td>Site 2</td>
<td>Baxter Ave W and Hinton Ave</td>
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<td>Site 6</td>
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<td>Site 15</td>
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DATE: April 28, 2021

TO: Penny Owens, Purchasing Agent

FROM: Thomas V. Clabo, Chief Civil Engineer

SUBJECT: 2021 CITYWIDE FACILITIES PAVING PROJECT
PROJECT NO. 20W-P-0700

The Engineering Department has reviewed the bids for the above referenced Project and recommends that the Project be awarded to Duracap Asphalt Paving Co., Inc. The lowest responsive bid was $336,864.20.

Please request that a contract for $336,864.20 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
### CITY OF KNOXVILLE
#### BID SCHEDULE

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<tr>
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### SUMMARY OF BIDS

- **Duracap Asphalt Paving Co., Inc.**
- **Rogers Group, Inc.**
- **PRI of East Tennessee, Inc.**
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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
<th>PRICE</th>
<th>AMOUNT</th>
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**TOTAL BID**

- Duracap Asphalt Paving Co., Inc.: $336,864.20
- Rogers Group, Inc.: $448,419.25
- PRI of East Tennessee, Inc.: $458,305.50

Tabulated by: Jeannine K. Hager
Certified Correct: George Daws
Approved By: [Signature]

Checked By: Amanda O Koenig
Date: 4/28/2021

Attachment: Bid Summary - 2021 Citywide Facilities Paving (R-152-2021 : 2021 Citywide Facilities Paving)
BID PROPOSAL
CITY OF KNOXVILLE, TENNESSEE

2021 Citywide Facilities Paving Project
Project No. 20W-P-0700

TO THE PURCHASING AGENT
CITY OF KNOXVILLE, TENNESSEE

hereby propose(s) to furnish all material, labor, and appliances and do all work required to complete the Contract for the 2021 Citywide Facilities Paving Project, Project No. 20W-P-0700, 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 attached.

Bidder further agrees that in case of failure to sign a delivered contract within thirty (30) days, the certified check or bid bond accompanying this bid and the proceeds thereof shall be the property of the City of Knoxville if the City chooses to retain said bid bond or check.

BID SCHEDULE

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<td>2</td>
<td>$550.00</td>
<td>$1100.00</td>
</tr>
<tr>
<td>70.20</td>
<td>Tactile Warning System, Cast-in-Place</td>
<td>EA</td>
<td>6</td>
<td>$350.00</td>
<td>$2100.00</td>
</tr>
</tbody>
</table>

TOTAL BID $336,864.20

TOTAL BID (In Words):
Three Hundred and Thirty-six Thousand, Eight Hundred and Sixty-two Dollars and Twenty Cents.
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 $16,843.21, in the form of a Bid Bond, 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 ninety (90) calendar days thereafter. Bidder further agrees to pay liquidated damages in the sum of four hundred and twenty dollars ($420.00) for each consecutive calendar day thereafter as provided in the General Conditions.
Bidder acknowledges receipt of the following addendum:

1. Dated: 4-5-2021
2. Dated: 4-19-2021

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: 4-27, 2021

Name of Bidder

State License No: 7240

By

Title

Tax ID Number: 62-0629914

Official Address (including Zip Code):

P.O. Box 53426

Knoxville, TN 37950

Incorporated under the laws of the State of Tennessee
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .................. )

County of.................. )

Brian D. Smith, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of Duracap Asphalt, 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)

Vice President

Subscribed and sworn to before me this 27th day of April, 2021

Lora N. Oglesby
Title Notary

My commission expires: My Commission Expires
03/05/25
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Duracap Asphalt Paving Company, Inc.
2535 Asbury Road, Knoxville, TN 37914
As Principal, and Westfield Insurance Company PO box 5001, Westfield Center, OH 44251
as Surety, are hereby held and firmly bound unto

City of Knoxville as Owner in the penal sum of

Five percent of the 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 27th day of April, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to

City of Knoxville a certain Bid, attached hereto and hereby made a part hereof to enter

into a contract in writing for the

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.
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.

By

Brian D. Smith, Vice President

Duracap Asphalt Paving Company, Inc.

Surety

Westfield Insurance Company

By

Heather Rutan, Attorney-in-Fact
THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME
POWER # AND ISSUED PRIOR TO 02/10/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power of Attorney

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents, make, constitute and appoint
CHARLES C. MARTIN, JAMES F. OAKES, LAVONNE SHERROD, HEATHER RUNAN, LINDA M. HOWARD, JOINTLY OR SEVERALLY

of KNOXVILLE and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofores or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

(Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereeto affixed this 10th day of FEBRUARY, A.D., 2021.

By:

[Signature]

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.: [Seal]

On this 10th day of FEBRUARY, A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.: [Seal]

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of

APRIL, A.D., 2021

[Signature]
Frank A. Carrino, Secretary

BPOAC2 (cominad) (06-02)
DRUG-FREE WORKPLACE AFFIDAVIT

State of TW
County of Knox

Brian D. Smith, being duly sworn, deposes, and says that:

(1) He/She is a principal officer of Duracap Asphalt, the firm that has submitted the attached Proposal, his or her title being Vice 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. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Vice President)

Subscribed and sworn to before me this 27 day of April, 2021.

Lora N. Oglesby
Title Notary

My Commission expires 03/05/25
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>
<tbody>
<tr>
<td>Duracap Asphalt Paving Co Inc</td>
<td>P.O. Box 57426</td>
</tr>
<tr>
<td></td>
<td>Knoxville TN 37910</td>
</tr>
</tbody>
</table>

By (Authorized Signature) Date Executed

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian D. Smith Vice President</td>
</tr>
</tbody>
</table>

NOTARY PUBLIC: Lora N. Oglesby

Subscribed and sworn to before me this 27 day of April, 2021.

My commission expires: 03/05/25

BD-27
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</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: __4-27-2021__ COMPANY NAME: __Duracap Asphalt Co Inc__

SUBMITTED BY: ______________ (Authorized Representative) TITLE: __Vice President__

ADDRESS: __802 Sec. 5926__

CITY/STATE/ZIP CODE: __Knoxville TN 37950__

TELEPHONE NO: __865-524-3265__

GC-27
STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE

DURACAP ASPHALT PAVING CO., INC.
ID NUMBER: 7240
LIC STATUS: ACTIVE
EXPIRATION DATE: July 31, 2022

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS OF THE STATE OF TENNESSEE HAVE BEEN MET.

DURACAP ASPHALT PAVING CO., INC.
P.O. BOX 53426
KNOXVILLE, TN 37950-3426

Attachment: Duracap Asphalt 2021 Citywide Facilities Paving Bid (R-152-2021 : 2021 Citywide Facilities Paving Project)
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITIES</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.10</td>
<td>Mobilization</td>
<td>1</td>
<td>L.S.</td>
</tr>
<tr>
<td>1.10</td>
<td>Excavation For Curb, Sidewalk, And Driveways</td>
<td>1,030</td>
<td>S.F.</td>
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<tr>
<td>4.20</td>
<td>Common Abrasives</td>
<td>200</td>
<td>C.Y.</td>
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<tr>
<td>5.10</td>
<td>Mineral Aggregate Base</td>
<td>210</td>
<td>TON</td>
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<tr>
<td>7.10</td>
<td>Tank Coat</td>
<td>690</td>
<td>GAL</td>
</tr>
<tr>
<td>9.20</td>
<td>Bituminous Plant Mix Base, Grading &quot;B-M&quot;</td>
<td>1,403</td>
<td>TON</td>
</tr>
<tr>
<td>9.50</td>
<td>Bituminous Plant Mix Base, Grading &quot;B-F&quot;</td>
<td>110</td>
<td>TON</td>
</tr>
<tr>
<td>10.30</td>
<td>Asphaltic Concrete Surface, Grading &quot;S&quot;</td>
<td>390</td>
<td>TON</td>
</tr>
<tr>
<td>10.30</td>
<td>Asphalt Curb</td>
<td>100</td>
<td>T.F.</td>
</tr>
<tr>
<td>10.40</td>
<td>Pavement Removal (up to 2 ft. in depth)</td>
<td>30</td>
<td>S.Y</td>
</tr>
<tr>
<td>12.62</td>
<td>6&quot; Concrete Combined Curb &amp; Gutter, Type 6-30</td>
<td>50</td>
<td>S.F.</td>
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<tr>
<td>13.30</td>
<td>Concrete Sidewalk</td>
<td>893</td>
<td>S.F.</td>
</tr>
<tr>
<td>13.30</td>
<td>Concrete Driveway</td>
<td>305</td>
<td>S.F.</td>
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<tr>
<td>26.10</td>
<td>Topsoil</td>
<td>316</td>
<td>S.Y</td>
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<tr>
<td>27.10</td>
<td>Seeding</td>
<td>316</td>
<td>S.Y</td>
</tr>
<tr>
<td>35.10</td>
<td>Light Pole (Rewriting)</td>
<td>2</td>
<td>EACH</td>
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<tr>
<td>39.10</td>
<td>Pavement Marking (4&quot; Line)</td>
<td>21</td>
<td>L.E.</td>
</tr>
<tr>
<td>39.20</td>
<td>Pavement Marking (Crosswalk Striping)</td>
<td>20</td>
<td>L.F.</td>
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<tr>
<td>39.25</td>
<td>Pavement Marking (Arrow)</td>
<td>2</td>
<td>EACH</td>
</tr>
<tr>
<td>39.40</td>
<td>Pavement Marking (Channelization)</td>
<td>1</td>
<td>S.Y</td>
</tr>
<tr>
<td>39.50</td>
<td>Thermoplastic Pavement Marking (Accessible Parking Symbol)</td>
<td>2</td>
<td>EACH</td>
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<tr>
<td>63.10</td>
<td>Accessible Parking Spaces (Signs and Posts)</td>
<td>2</td>
<td>EACH</td>
</tr>
<tr>
<td>70.20</td>
<td>Tactile Warning System, Cast-in-Place</td>
<td>6</td>
<td>EACH</td>
</tr>
</tbody>
</table>

**GENERAL NOTES**

1. The location of utilities shown within these plans are approximate only; exact location will be determined in the field by contacting the utility companies involved.

2. Unless otherwise noted, all utility adjustments will be performed by the utility or its representative. The contractors and utility owners will be required to cooperate with each other to expedite the work required by this contract.

3. The contractor will provide all necessary protective measures to safeguard existing utilities from damage during construction of this project. In the event that special equipment is required to work over and around the utilities, the contractor will be required to furnish such equipment. The cost of protecting utilities from damage and furnishing special equipment will be included in the price bid for other items of construction.

4. The contractor shall be solely responsible for contacting all affected utilities prior to submitting his bid. In order to determine the extent to which utility relocations and/or adjustments will have upon the schedule of the work for the project, some utility facilities may need to be adjusted concurrently with the contractor's operations. While some work may be required around utility facilities that will remain in place, it is understood and agreed that the contractor will receive no additional compensation for any delays or inconvenience caused by the utility adjustments.

5. The contractor shall notify each individual utility owner of his plan of operation in the area of the utilities prior to commencing work. The contractor shall contact the utility owner and request them to properly locate their respective utility on the ground. This notification shall be given at least three (3) business days prior to commencement of operations around the utility.

6. Some utilities can be located by calling the Tennessee One Call System, Inc. at 1-800-355-1131.

7. All power, light and communication lines, poles, water lines, gas lines, sewer lines or other public utilities conflicting with the proposed improvements shall be relocated or adjusted by the utility owner as follows:
   - KnoxVille Utilities Board - all gas, electric, water, and sanitary sewer lines.
   - AT&T - all telephone lines.
   - WOY of Knoxville or Comcast - all cable television.

**UTILITIES**

**MAINTENANCE OF TRAFFIC**

1. Access to all private drives must be maintained during construction.

2. Pedestrian access must be maintained to all adjoining properties during construction and non-construction hours.

3. The contractor is responsible for designating a staging area with the approval of the engineer, located to minimize impact to the area. The contractor must identify a parking area, with the approval of the engineer, for employee parking.

4. The contractor shall not operate track driven equipment on the adjacent local street system and is encouraged from operating rubber-tired construction equipment on adjacent streets. In the event that such operations become necessary, they must be coordinated through the engineer.

5. No additional payments will be made for construction area traffic control, but the contractor will be responsible for maintaining necessary traffic controls. All situations and traffic schemes shall be in accordance with the requirements of the Standard Specifications, Section 34.8.

**MISCELLANEOUS**

1. The contractor shall notify affected property owners prior to beginning work.

2. The contractor shall clear only areas to be excavated.

**GRADING**

1. Adequate erosion and sediment control measures must be maintained by the contractor during construction in accordance with the provisions specified in the city of Knoxville BMP Manual.

2. Excavated material in excess of that required for embankment filling, or unsuitable for such shall be disposed of properly by the contractor with the site of disposal being approved by the engineer. All applicable permits for the disposal of material shall be obtained by the contractor.

3. All earth areas exposed by construction shall be covered with 4 inches of topsoil and seeded. Work shall be done in an expedient manner to minimize time of exposure to weather.

4. Any area that is disturbed outside the limits of construction during the life of this project shall be repaired by the contractor at his expense.
Greenway

ASPHALT BENCH PADS

MINOR REBUILD / OVERLAY

FOUNTAIN CITY PARK
SITE 15a

ALLEY - GRAVEL/ SITE 14

ALLEY - PAVED

GRESHAM ROAD PARKING LOT
SITE 15b
SITE 1
SITE 1 NOTE: Public Service Department to prep the gravel Contractor to overlay gravel alley with 3" B-M on gravel and taper to 2" B-M on existing asphalt alley

SITE 2
SITE 2 NOTE: Contractor to overlay asphalt alley with 1.5" "E" Mix
SITE 3
SITE 3 NOTE: Contractor to perform digouts and leveling and overlay entire asphalt alley with 1.5" "E" Mix. Remove existing raised crosswalk, tie in asphalt overlay flush with existing curb cuts and reinstall crosswalk striping and arrows.

SITE 4
SITE 4 NOTE: Contractor to perform leveling as needed. Contractor to overlay alley with 1.5" "E" Mix.
SITE 5

SITE 5 NOTE: Contractor to overlay asphalt alley with 1.5" "E" Mix

SITE 6

SITE 6 NOTE: Public Service Department to prep the gravel alley Contractor to overlay alley with 3" B-M Mix
SITE 7
SITE 7 NOTE: Public Service Department to prep the gravel alley
Contractor to overlay alley with 3" B-M Mix

SITE 8
SITE 8 NOTE: Public Service Department to prep the gravel alley
Contractor to overlay alley with 3" B-M Mix
SITE 9
SITE 9 NOTE: Public Service Department to prep the gravel alley
Contractor to overlay alley with 3" B-M Mix

SITE 10
SITE 10 NOTE: Public Service Department to prep the gravel alley
Contractor to overlay alley with 3" B-M Mix
SITE 11 AND 12
SITE 11 AND 12 NOTE: Contractor to overlay asphalt alley with 1.5" "E" Mix

SITE 13
SITE 13 NOTE: Public Service Department to prep the gravel alley.
Contractor to level as necessary, overlay alley with 3" B-VI on gravel and taper to 2" B-M on existing asphalt alley
SITE 14

SITE 14 NOTE: Public Service Department to prep the gravel parking lot. Contractor to overlay gravel parking lot with 3" B-M Mix.
AGENDA SUMMARY A Resolution authorizing the Mayor to execute an amendment to Agreement No. C-21-0106 with Knoxville-Knox County Community Action Committee to extend the term of the Agreement and to provide an additional $396,508.08 in ESG-CV funding, for a new total contract amount not to exceed $516,508.08 for Rapid Re-Housing services to 350 families and senior citizens in the City of Knoxville who are experiencing homelessness during the coronavirus/Covid-19 pandemic.

COUNCIL DISTRICT(S) AFFECTED All

BACKGROUND The City of Knoxville was notified by HUD on April 2, 2020, that it would receive $513,272 in CARES Act supplemental ESG (ESG-CV), along with information about flexibility and waivers of certain regulations/requirements. As per HUD guidance and with City Council approval (May 19, 2020), the City submitted Amendments to its program year 2019-2020 Annual Action Plan to accept the ESG-CV CARES Act funding and allocated the funds for priority projects and activities that benefit eligible individuals and households residing in the city of Knoxville adversely impacted by the coronavirus/COVID-19.

On June 2, 2020, City Council approved $278,893 (C-20-0253) in ESG-CV funds to CAC to provide Homelessness Prevention services from March 16, 2020 to June 30, 2021, as part of the COVID-19 Housing Assistance Program (HAP). A number of factors, however, including the national moratorium on evictions by the U.S. Centers for Disease Control (CDC) and local eviction courts being closed created complications for initiating ESG-eligible Homelessness Prevention activities.

The City of Knoxville was notified by HUD on June 9, 2020, that there would be a second allocation of supplemental ESG (ESG-CV) funds, of which the City would receive $2,221,592. Meetings held in August 2020 with homeless shelter and services providers regarding the best use of the funds, identified Rapid Re-Housing as a priority need.

CAC submitted an application for ESG-CV Round 2 funds in October 2020, and was awarded $120,000 for Rapid Re-Housing Services. City Council approved a Substantial Amendment to its 2019-2020 Annual Action Plan on November 17, 2020, accepting the second round of ESG-CV funds and committing $120,000 for Rapid Re-Housing. Knoxville City Council approved an agreement with CAC (C-21-0106) on December 1, 2020 with a term from December 1, 2020, to November 30, 2021.

An additional federal COVID-19 relief act (the “Consolidated Appropriations Act, 2021” of December 27, 2020) created a significant funding source dedicated to providing Emergency Rental Assistance for renter-households in Knox County. The new funds made some of the ESG-CV Homelessness Prevention services (primarily rental and utility arrearages)
redundant. In February 2021, CAC applied for unallocated ESG-CV funding for additional Rapid Re-Housing services. Housing and Neighborhood Development, including the Office on Homelessness, recommends an award of $205,002.00.

CAC has also requested to use the $191,506.08 from C-20-0253 (for Homelessness Prevention) for Rapid Re-Housing activities. The change required a Substantial Amendment to the City’s PY2019-2020 Annual Action Plan. The Knoxville City Council approved the Substantial Amendment on April 20, 2021, decreasing the amount of funds for Homelessness Prevention and increasing the amount of funds for Rapid Re-Housing.

In summary, this amendment will transfer the $191,506.08 remaining unspent from C-20-0253 and add the new $205,002.00 to the $120,000.00 originally funded in C-21-0106, for a total of $516,508.08 in ESG-CV funds for Rapid Re-Housing Services. The contract will be extended to August 15, 2022. With an extended term and additional funding, CAC shall provide Rapid Re-Housing services to 350 families and senior citizens in the city of Knoxville who are experiencing homelessness during the Coronavirus/COVID-19 pandemic.

This agreement is contingent on HUD approving the City’s Substantial Amendments.

**OPTIONS** Approve or deny the request

**RECOMMENDATION** Approve the request

**ESTIMATED PROJECT SCHEDULE** A 20.5-month agreement starting on December 1, 2020, and ending on August 15, 2022.

**PRIOR ACTION/REVIEW** Project funding was previously approved by Council on December 1, 2020, for funding in the amount of $120,000 to serve 150 households. City Council approved the Substantial Amendment to its 2019-2021 Annual Action Plans increasing funds for Rapid Re-Housing Services on April 20, 2021.

**FISCAL INFORMATION** The original agreement was for $120,000. This amendment would add an additional $396,508.08, making the new agreement total $516,508.08 in ESG-CV funds.

**ATTACHMENTS:**
- Resolution - CAC Amend C-21-0106 GS (DOCX)
- CAC C-21-0106 Amendment GS (DOCX)

**RESULT:** APPROVED [8 TO 0]

**MOVER:** Gwen McKenzie, Vice-Mayor, Sixth District

**SECONDER:** Lauren Rider, Fourth District

**AYES:** Fugate, McKenzie, Parker, Rider, Roberto, Singh, Testerman, Thomas

**ABSTAIN:** Tommy Smith
RESOLUTION

RESOLUTION NO: ___ R-153-2021 ________________

Department of Housing &

REQUESTED BY: Neighborhood Development

PREPARED BY: Law Department

APPROVED: ______ 5-18-2021 ________________

APPROVED AS AN EMERGENCY

MEASURE: ____________________________

MINUTE BOOK: ___ 85 ___ PAGE ______

WHEREAS, on April 2, 2020, the City of Knoxville ("City") was notified by the United States Department of Housing and Urban Development ("HUD") that it would receive $513,272 in CARES Act supplemental Emergency Solutions Grant – Coronavirus ("ESG-CV") funding, along with information about flexibility and waivers of certain regulations/requirements; and

WHEREAS, pursuant to guidance from HUD and with City Council approval on May 19, 2020, the City submitted Amendments to its program year 2019-2020 Annual Action Plan to accept the ESG-CV CARES Act funding and allocated the funds for priority projects and activities that benefit eligible individuals and households residing in the corporate limits of the City of Knoxville and adversely impacted by the COVID-19 pandemic; and
WHEREAS, on June 2, 2020, City Council approved providing $278,893.00 in ESG-CV funds to the Knoxville-Knox County Community Action Committee (“CAC”) via Document No. C-20-0253 to provide homelessness prevention services from March 16, 2020, to June 30, 2021, as part of the COVID-19 Housing Assistance Program; and

WHEREAS, a number of factors, including the national moratorium on evictions ordered by the United States Centers for Disease Control and Prevention and local eviction courts being closed, created complications for initiating ESG-eligible homelessness prevention activities; and

WHEREAS, on June 9, 2020, HUD notified the City that there would be a second allocation of supplemental ESG-CV funds, of which the City would receive $2,221,592.00, and, in consultation with homeless shelter and services providers regarding the best use of the funds, identified rapid re-housing as a priority need; and

WHEREAS, on November 17, 2020, City Council approved a Substantial Amendment to its 2019-2020 Annual Action Plan on November 17, 2020 accepting the second round of ESG-CV funds; and

WHEREAS, CAC was awarded $120,000.00 in ESG-CV Round 2 funds for rapid re-housing services, as set forth in an agreement known as Document No. C-21-0106, for a term beginning December 1, 2020, through November 30, 2021; and

WHEREAS, an additional federal COVID-19 relief act, the Consolidated Appropriations Act of 2021, enacted on December 27, 2020, created a significant funding source dedicated to providing emergency rental assistance for renter-households in Knox County, making some of the ESG-CV homelessness prevention services (primarily rental and utility arrearages) redundant; and

WHEREAS, on July 8, 2020, the City and CAC entered into an Agreement known as Document No. C-20-0253, for the provision of $278,893.00 in ESG-CV grant funds to be used for homelessness prevention which, as previously stated, became redundant with the provision of
additional federal funds for the emergency rental assistance program, leaving unspent funds in the amount of $191,506.08 that the CAC requests to use for rapid re-housing activities; and

WHEREAS, that request required a Substantial Amendment to the City’s Program Year 2019-2020 Annual Action Plan, which City Council approved on April 20, 2021, allowing a decrease in the amount of funds for homelessness prevention and an increase in the amount of funds for rapid re-housing; and

WHEREAS, the Department of Housing and Neighborhood Development, including the Office on Homelessness, recommends an award of ESG-CV funding for additional rapid re-housing services to CAC in the amount of $205,002.00, which will be coupled with the $191,506.08 transferred from Document No. C-20-0253, to create $396,508.08 in new funding to be added to Document No. C-21-0106, which is also to be amended to include additional services, for a new total contract price of $516,508.08, for the provision of rapid re-housing services to 350 families and senior citizens in the City of Knoxville who are experiencing homelessness during the COVID-19 pandemic.

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 attached hereto, on behalf of the City of Knoxville with Knoxville-Knox County Community Action Committee to provide ESG-CV funding in the amount of $396,508.08 to be added to Agreement C-21-0106, for a new contract price not to exceed $516,508.08 for rapid re-housing services to 350 families and senior citizens in the City of Knoxville who are experiencing homelessness during the COVID-19 pandemic.

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

Presiding Officer of the Council

R:\GShields\Resolutions\Community Development\Resolution - CAC Amend C-21-0106 GS.docx

Packet Pg. 335
FIRST AMENDMENT

This First Amendment to Document No. C-21-0106 is made between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee ("CITY"), and KNOXVILLE-KNOX COUNTY COMMUNITY ACTION COMMITTEE, 2247 Western Avenue, Knoxville, Tennessee 37921 with a mailing address of P.O. Box 51650, Knoxville, Tennessee 37950-1650 ("SUBGRANTEE" OR "CAC").

RECITALS

WHEREAS, on July 8, 2020, Subgrantee and City entered into an Agreement known as Document No. C-20-0253 ("Homelessness Prevention Agreement"), for the provision of $278,893.00 in Emergency Solutions Program – Coronavirus ("ESG-CV") grant funds to be used for homelessness prevention programs; and

WHEREAS, on December 27, 2020, an additional federal COVID-19 relief act, the Consolidated Appropriations Act of 2021, was enacted, creating a significant funding source dedicated to providing emergency rental assistance for renter-households in Knox County and thereby making some of the ESG-CV homelessness prevention services (primarily rental and utility arrearages) redundant; and

WHEREAS, because these services are now being performed using this additional federal funding, there are $191,506.08 in unspent funds allocated to the Homelessness Prevention Agreement, which the Subgrantee requests to use for rapid re-housing activities; and

WHEREAS, on February 22, 2021, the parties entered into an Agreement known as Document No. C-21-0106 ("Rapid Re-Housing Agreement") to provide $120,000.00 in ESG-CV funding to the Subgrantee to provide rapid re-housing assistance for certain eligible individuals and families in Knoxville that have been impacted by COVID-19; and

WHEREAS, the Subgrantee applied for unallocated ESG-CV funding for additional rapid re-housing services, and the Department of Community Development, including the Office on Homelessness, recommends an award of $205,002.00 which, coupled with the $191,506.08 transferred from Homelessness Prevention Agreement, totals $396,508.08 in new funding which the parties desire to be used for additional services under the Rapid Re-Housing Agreement, with a new total contract amount not to exceed $516,508.08; and

WHEREAS, the parties also desire to extend the term of the Rapid Re-Housing Agreement through August 15, 2022, to allow the Subgrantee to provide rapid re-housing services to 350 families and senior citizens residing in the corporate limits of the City of Knoxville who are experiencing homelessness during the COVID-19 pandemic.
NOW, THEREFORE, the City and the Subgrantee, for the mutual considerations stated herein, agree to modify Document No. C-21-0106, the Rapid Re-Housing Agreement, as follows.

1. Section 1.1. B. Project Eligibility shall be amended by adding a third bullet point to read as follows:

   • Subrecipient must spend 80% of total funds by 3/31/2022 (CPD-20-08 Notice, issued September 1, 2020).

2. Section 1.1 C. Specific ESG Requirements shall be amended by adding the language “and the April 14, 2021, CPD-21-05 Notice” at the end of the first paragraph thereof.

3. Section 1.1 F. Performance Criteria, Subsection 1. Quantifiable Performance Standards, shall be amended by deleting the two bullet points within and replacing them with the following two bullet points:

   • Provide case management to 350 literally homeless households.
   • Provide housing relocation/stabilization services to 350 literally homeless households.

4. Section 1.1 F. Performance Criteria, Subsection 2. Quarterly Performance Goals, shall be amended by deleting the fourth paragraph therein and replacing it with the following:

The following goals will be used to measure and assess ongoing progress of the project for the term of this Agreement.

**December 1, 2020 to February 31, 2021**

• Provide case management to 50 literally homeless households.
• Provide housing relocation/stabilization services for 50 literally homeless households.

**April 1, 2021 to June 30, 2021**

• Provide case management to 50 literally homeless households.
• Provide rapid rehousing assistance for 50 literally households.

**July 1, 2021 to September 30, 2021**

• Provide case management to 55 literally homeless households.
• Provide rapid rehousing assistance for 55 literally homeless households.

**October 1, 2021 to December 31, 2021**
• Provide case management to 55 literally homeless households.
• Provide rapid rehousing assistance for 55 literally homeless households.

**January 1, 2022 to March 31, 2022**
• Provide case management to 50 literally homeless households.
• Provide rapid rehousing assistance for 50 literally homeless households.

**April 1, 2022 to June 30, 2022**
• Provide case management to 50 literally homeless households.
• Provide rapid rehousing assistance for 50 literally homeless households.

**July 1, 2022 to August 15, 2022**
• Provide case management to 40 literally homeless households.
• Provide rapid rehousing assistance for 40 literally homeless households.

5. Section 1.3 *Term* shall be amended so as to change the contract ending date from November 30, 2021, to August 15, 2022.

6. The parties agree to increase the amount of funding available by $396,508.08, to be accomplished by amending Section 1.4 *Contract Price*, subsection *A. Compensation* to change the amount listed in the first sentence from $120,000.00 to $516,508.08.

7. The current Exhibit A is deleted and replaced with the attached Revised Exhibit A.

**WITH THE EXCEPTION OF THE ABOVE-SPECIFIED MODIFICATIONS, ALL OTHER TERMS OF SAID ORIGINAL AGREEMENT AND FIRST AMENDMENT WILL REMAIN IN FULL FORCE AND EFFECT.**
IN WITNESS WHEREOF, the City and the Subgrantee have executed this First Amendment to Document No. C-21-0106 as of the below-written date.

APPROVED AS TO FORM:

CHARLES W. SWANSON
LAW DIRECTOR

FUNDS CERTIFIED:

SUSAN A. GENNOE
FINANCE DIRECTOR

CITY OF KNOXVILLE

BY: ________________________________
INDYA KINCANNON
MAYOR

DATE: ________________________________

KNOXVILLE/KNOX COUNTY
COMMUNITY ACTION COMMITTEE

BY: ________________________________
TITLE: ________________________________
Revised Exhibit A

Amended Program Budget

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Project Operating Costs (Max 20%)

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A Resolution authorizing the Mayor to execute a subgrantee agreement with Volunteer Ministry Center to provide an amount not to exceed $585,700.00 in HUD ESG-CV funds for rapid re-housing services, as part of the City’s response to COVID-19.

COUNCIL DISTRICT(S) AFFECTED All

BACKGROUND In March 2020, the World Health Organization (WHO) declared the Coronavirus/COVID-19 outbreak a pandemic and it was subsequently declared a national emergency. On March 27, 2020, the $2.2T Coronavirus Aid, Relief and Economic Security Act (CARES Act) was signed into law. Among other important measures, the CARES Act provisions included supplemental ESG (ESG-CV) funding for grants to prevent, prepare for, and respond to the Coronavirus among individuals and families who are homeless or receiving homeless assistance and homelessness prevention activities (including reimbursing allowable costs incurred by states/local governments incurred prior to enactment of this measure) and certain waivers of HUD requirements were made available.

The City of Knoxville was notified by HUD on June 9, 2020, that there would be a second allocation of supplemental ESG (ESG-CV) funds, of which the City would receive $2,221,592, along with information about flexibility and waivers of certain regulations and requirements. Priority projects and activities will benefit eligible individuals and households residing in the city of Knoxville who are experiencing homelessness or receiving homeless services during the Coronavirus/COVID-19 pandemic.

The Knoxville City Council approved Substantial Amendments to its 2019-2020 Annual Action Plan on April 20, 2021. The Substantial Amendments are required by HUD to receive and program the supplemental ESG (ESG-CV) funds. This agreement is also contingent on HUD approving the City's Substantial Amendments.

VMC shall provide Rapid Re-Housing services to individuals in the city of Knoxville who are experiencing homelessness during the Coronavirus/COVID-19 pandemic.

OPTIONS Approve or deny the request

RECOMMENDATION Approve the request

ESTIMATED PROJECT SCHEDULE The contract term begins on May 1, 2021, and ending on August 15, 2022.

PRIOR ACTION/REVIEW Project funding for the ESG-CV funds to be spent on Rapid Re-
housing services was previously approved by Knoxville City Council on April 20, 2021, as part of the City’s Substantial Amendments to its 2019-2020 Annual Action Plan required by HUD.

**FISCAL INFORMATION** The total contract amount is $585,700.00 in HUD ESG-CV funds.

**ATTACHMENTS:**
- RESOLUTION - VMC ESG-CV C-21-0317 GS (DOCX)
- Volunteer Ministry ESG C-21-0317 GS (DOCX)

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<td>Janet Testerman, At-Large Seat B</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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Packet Pg. 342
RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE A SUBGRANTEE AGREEMENT WITH VOLUNTEER MINISTRY CENTER TO PROVIDE AN AMOUNT NOT TO EXCEED $585,700.00 IN HUD ESG-CV FUNDS FOR RAPID RE-HOUSING SERVICES, AS PART OF THE CITY'S RESPONSE TO COVID-19.

WHEREAS, in March 2020, the World Health Organization declared the coronavirus disease 2019 (“COVID-19”) outbreak a pandemic, and the President declared the outbreak a national emergency; and

WHEREAS, on March 27, 2020, the President signed the $2.2 trillion Coronavirus Aid, Relief, and Economic Security (“CARES”) Act into law, which, among other important measures, provides for supplemental Emergency Solutions Grant (“ESG”) funding for grants to prevent, prepare for, and respond to COVID-19 (“ESG-CV”) among individuals and families who are homeless or receiving homeless assistance and homelessness prevention activities (including reimbursing allowable costs incurred by states/local governments incurred prior to enactment of this
measure); and certain waivers of U. S. Department of Housing and Urban Development ("HUD") requirements were made available; and

WHEREAS, the City was notified by HUD on June 9, 2020, that there would be a second allocation of supplemental ESG-CV funds, of which the City would receive $2,221,592.00, along with information about flexibility and waivers of certain regulations and requirements; and

WHEREAS, these priority projects and activities will benefit eligible individuals and households residing in the City of Knoxville who are experiencing homelessness or receiving homeless services during the COVID-19 pandemic; and

WHEREAS, City Council approved Substantial Amendments to its 2019-2020 Annual Action Plan on April 20, 2021 as required by HUD to receive and program the supplemental ESG-CV funds and this agreement is also contingent on HUD approving the City’s Substantial Amendments; and

WHEREAS, Volunteer Ministry Center ("VMC") is a public agency that provides services to low- to moderate-income persons, the unemployed and underemployed, persons with disabilities, and other individuals with special need for services in Knoxville and Knox County; and

WHEREAS, VMC agrees to provide rapid re-housing services to individuals who are experiencing homelessness in the City of Knoxville during the pandemic as more fully set out in the attached agreement.

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 attached hereto, on behalf of the City of Knoxville with Volunteer Ministry Center to provide ESG-CV Funds in an amount not to exceed $585,700.00 to provide rapid re-housing services as part of the City’s response to COVID-19.
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\VMC ESG-CV C-21-0317 GS.docx
GEORGE C. SHIELDS II
Attorney
City of Knoxville

AGREEMENT

THIS AGREEMENT is made between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee ("CITY"), and VOLUNTEER MINISTRY CENTER, 511 N. Broadway, Knoxville, Tennessee 37917 ("SUBGRANTEE").

WHEREAS, in March 2020, the World Health Organization declared the coronavirus disease 2019 ("COVID-19") outbreak a pandemic, and the President declared the outbreak a national emergency; and

WHEREAS, on March 27, 2020, the President signed the $2.2 trillion Coronavirus Aid, Relief, and Economic Security ("CARES") Act into law, which, among other important measures, the CARES Act provisions included supplemental Emergency Solutions Grant ("ESG-CV") funding for grants to prevent, prepare for, and respond to the coronavirus among individuals and families who are homeless or receiving homeless assistance and homelessness prevention activities (including reimbursing allowable costs incurred by states/local governments incurred prior to enactment of this measure) and certain waivers of United States Department of Housing and Urban Development ("HUD") requirements were made available; and

WHEREAS, the City was notified by HUD on June 9, 2020, that there would be a second allocation of supplemental ESG-CV funds, of which the City would receive $2,221,592.00 along with information about flexibility and waivers of certain regulations and requirements; and

WHEREAS, these priority projects and activities will benefit eligible individuals and households residing in the City of Knoxville who are experiencing homelessness or receiving homeless services during the COVID-19 pandemic; and

WHEREAS, the City Council approved Substantial Amendments to its 2019-2020 Annual Action Plan on April 20, 2021, which are required by HUD to receive and program the supplemental ESG-CV funds, and this agreement is also contingent on HUD approving the City’s Substantial Amendments; and

WHEREAS, the Subgrantee is a public agency that provides services to low- to moderate-income persons, the unemployed and underemployed, persons with disabilities, and other individuals with special need for services in Knoxville and Knox County; and
WHEREAS, Subgrantee shall provide rapid re-housing services to people in the City of Knoxville who are experiencing homelessness during the COVID-19 pandemic, as more fully set out herein.

The parties agree as follows.

ARTICLE 1.
BASIC AGREEMENTS

1.1 SCOPE OF SERVICE.

A. Project Description

COVID-19 has severely impacted people experiencing homelessness, especially those who do not have a safe location to stay at night. Those living in unsheltered locations in Knoxville tend to have higher service needs for mental health, physical health, and substance abuse treatment. Additionally, these individuals are often chronically homeless, persons with disabilities, elderly, and/or survivors of domestic violence. As cold and flu season arrives during the COVID-19 pandemic, it is increasingly important that vulnerable populations obtain permanent housing that also prevents community transmission.

The Subgrantee shall provide rapid re-housing services to literally homeless individuals during the COVID-19 pandemic, which will allow them to secure safe and permanent housing. These households will be stabilized through the provision of case management and housing stabilization services, such as rental deposits, application fees, overdue rent and utility payments, and other barriers to obtaining housing. Case managers will develop an individualized plan for each client and provide ongoing support for six-months after obtaining housing. Additionally, each household will be connected to community resources and mainstream benefits.

The services described in this Section are hereafter referred to as the “Project.”

B. Project Eligibility

As with the first allocation, this second allocation of ESG-CV funds is subject to flexibilities and conditions, which are detailed in the September 1, 2020, CPD-20-08 notice. Some of the flexibilities and conditions relating to this Agreement include:

- The funds are exempt from the ESG match requirements, including 24 CFR 576.201
- While individuals and families experiencing homelessness should be offered treatment and supportive services when necessary to assist vulnerable homeless populations, they must not be required to receive treatment or perform any other prerequisite activities as a condition for
receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(c).

- Subrecipient must spend 80% of total funds by 3/31/2022 (CPD-20-08 Notice, issued September 1, 2020).

The City intends to submit an Amendment to HUD of its PY2020-2021 Annual Action Plan to include the use of ESG-CV funds for Rapid Re-Housing, which is an eligible component category for the Emergency Solutions Grant (ESG) program.

C. ESG Requirements

The Subgrantee shall follow all ESG regulatory guidelines and provisions outlined in HUD’s ESG Program Desk Guide and Eligibility Policies and Procedures, except where HUD gives flexibilities and/or waivers specific to ESG-CV funds, which are detailed in the September 1, 2020, CPD-20-08 notice and the April 14, 2021, CPD-21-05 Notice.

The Subgrantee shall provide opportunities for the participation of homeless individuals in the policy-making body of its organization in accordance with 42 U.S.C. § 11375(d) and shall involve homeless individuals and families in providing work or services pertaining to facilities or activities assisted pursuant to this Agreement in accordance with 42 U.S.C. § 11375(c)(7).

The Subgrantee shall comply with the requirements of 2 C.F.R. Part 2429 concerning the Drug Free Workplace Act of 1988. This includes notifying the City in writing within 5 calendar days after receiving notice of an employee’s conviction for a violation of a criminal drug statute occurring in the workplace.

The Subgrantee may terminate assistance to any individual or family receiving assistance pursuant to this Agreement who violates the applicable program requirements, but only in accordance with a formal process established by the Subgrantee and that recognizes the rights of individuals which may include a hearing.

The Subgrantee must follow policies and procedures for coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

Outreach, case management and housing placement services should be performed in accordance with the Case Management Standards of Care as adopted by the Mayor’s Roundtable on Homelessness.

Comply with shelter and housing habitability standards. (24 C.F.R. 576.403) The Subgrantee must comply with lead-based paint remediation and disclosure standards. The Lead-Based Paint
Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 C.F.R. part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants. The Subgrantee must meet minimum standards for emergency shelters. Any building for which ESG funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable. Any emergency shelter that receives assistance for shelter operations must also meet the minimum safety, sanitation, and privacy standards as detailed in 24 C.F.R. 576.403 (b). The Subgrantee must meet minimum standards for permanent housing. The Subgrantee cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in 24 C.F.R. 576.403 (c):

Prohibition against Duplication of Benefits. Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. “Duplication of benefits” occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Recipients must establish and maintain adequate procedures to prevent any duplication of benefits with ESG-CV.

Coordination with other targeted homeless services. (24 C.F.R. § 576.400(b)) The Subgrantee must coordinate and integrate, to the maximum extent practicable, funded activities with other programs targeted to homeless people within the Knoxville-Knox County Continuum of Care to provide a strategic, community-wide system to prevent and end homelessness. These programs may include: Shelter-Plus-Care Program; Supportive Housing Program; Section 8 Mod Rehab Program; HUD-VASH; Education for Homeless Children and Youth Grants; Grants for the Benefit of Homeless Individuals; Healthcare for the Homeless; Programs for Runaway and Homeless Youth; Projects for Assistance in Transition from Homelessness; Services in Supportive Housing Grants; Emergency Food and Shelter Program; Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program; Homeless Veterans Reintegration Program; Domiciliary Care for Homeless Veterans Program; VA Homeless Providers Grant and Per Diem Program; Health Care for Homeless Veterans Program; Homeless Veterans Dental Program; Supportive Services for Veteran Families Program; and the Veteran Justice Outreach Initiative.

System and program coordination with mainstream resources. (24 C.F.R. § 576.400(c)) The Subgrantee must coordinate and integrate, to the maximum extent practicable, funded activities with mainstream housing, health, social services, employment, education, and youth programs for which
families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of the programs include: Public Housing programs; housing programs receiving “Section 8” tenant-based or project-based rental assistance; Supportive Housing for Persons with Disabilities; HOME Investment Partnerships Program; Temporary Assistance for Needy Families; Health Center Program; TennCare; Head Start; Mental Health and Substance Abuse Block Grants; services funded under the Workforce Investment Act; and others.

Coordination with Knoxville-Knox County Continuum of Care, Participation in Knoxville Knox County Homeless Coalition and Participation in KnoxHMIS and local Coordinated Entry System. The Subgrantee must participate in and actively use the Knoxville-Knox County Homeless Management Information System (“KnoxHMIS”) and the local Coordinated Entry System for client intake, assessment, and service coordination. The only exceptions to this requirement shall be in the areas of domestic violence and legal services as specifically noted by HUD. The Subgrantee is also required to participate fully in the Knoxville-Knox County Homeless Coalition and to coordinate with the Knoxville-Knox County Continuum of Care.

Faith-Based Activities. The Subgrantee may not engage in inherently religious activities such as worship, religious instruction or proselytization as part of the ESG funded activities. These activities may be offered separately from ESG activities but they must be voluntary for program participants. The organization may not discriminate against participants based on religion or belief.

D. Client Eligibility

Individuals, aged 18 and older, experiencing homelessness in Knoxville will be eligible for services supported by the Project. Standard policies and procedures exist for evaluating an individual’s eligibility for assistance under the ESG Program, and these policies and procedures will be applied regardless of funding sources. These policies and procedures closely follow HUD’s ESG interim rule regulations.

To evaluate an individual’s eligibility for assistance under the ESG program, except where HUD gives flexibilities and/or waivers specific to ESG-CV funds, which are detailed in the September 1, 2020, CPD-20-08 notice, the Subgrantee must document the following according to HUD regulations:

- **Homelessness status** 24 C.F.R. § 576.500(b) – Subgrantee must maintain and follow written intake procedures to ensure compliance with the homeless definition in 24 C.F.R. § 276.2.
- **At-risk of homelessness status** 24 C.F.R. § 576.500(c) – Subgrantee must document evidence relied upon to determine that individuals and families have met the definition of “at risk of homelessness” in § 576.2.
• **Determinations of ineligibility** 24 C.F.R. § 576.500(d) – For each individual and family determined ineligible to receive assistance, the record must include documentation of the reason for that determination.

• **Annual Income** 24 C.F.R. § 576.500(c) – For each family or individual receiving assistance, annual income must be documented in order to determine eligibility requirements for the program.

Considerable detail for these items is in the cited HUD regulations. The Subgrantee is advised to examine them carefully. The Subgrantee will maintain documentation showing evidence of all participants’ eligibility.

**E. Environmental Review**

The City shall be responsible for performing site-specific environmental screening for the Subgrantee site assisted through this Project. Screening is to be completed prior to committing funds to the renovation of a specific site, and both screening and mitigation of environmental conditions are to be performed in accordance with 24 C.F.R. Part 58 and the format and parameters established by the City.

**F. Performance Criteria**

The following goals shall be used to measure and assess ongoing progress of the Project for the term of this Agreement.

1. Quantifiable Performance Standards

The Subgrantee shall provide rapid re-housing services to individuals who are experiencing homelessness during the COVID-19 pandemic. The Subgrantee shall perform the following activities from their primary location at 511 N. Broadway:

- **Provide case management to 50 literally homeless households.**
- **Provide rapid rehousing financial assistance for 50 literally homeless households.**

2. Quarterly Performance Goals:

The Subgrantee will provide the City with a written quarterly performance report in the format provided by the City to the Subgrantee. The report will identify progress made toward the performance requirements set forth in the agreement. The report is due by the 15th day of the month after the quarter has ended.
The Subgrantee will provide the City with a cumulative written completion report which is the earlier of either: (1) within fifteen (15) days following completion of project activities, or (2) no later than fifteen (15) days following the termination date of this Agreement. Said report will contain project accomplishments, project costs, and cumulative demographic information for persons served, and will be accompanied by the final request for reimbursement of project funds.

The City reserves the right to establish the specific format to be used for quarterly or completion reporting, and/or to request additional information necessary for reporting to the U. S. Department of Housing and Urban Development.

The following goals will be used to measure and assess ongoing progress of the project for the term of this Agreement.

**May 1, 2021 to July 30, 2021**
- Provide case management to 10 literally homeless households.
- Provide rapid rehousing assistance for 10 literally homeless households.

**August 1, 2021 to October 31, 2021**
- Provide case management to 10 literally homeless households.
- Provide rapid rehousing assistance for 10 literally homeless households.

**November 1, 2021 to January 31, 2022**
- Provide case management to 10 literally homeless households.
- Provide rapid rehousing assistance for 10 literally homeless households.

**February 1, 2022 to April 30, 2022**
- Provide case management to 10 literally homeless households.
- Provide rapid rehousing assistance for 10 literally homeless households.

**May 1, 2022 to July 31, 2022**
- Provide case management to 7 literally homeless households.
- Provide rapid rehousing assistance for 7 literally homeless households.

**August 1, 2022 to August 15, 2022**
- Provide case management to 3 literally homeless households.
- Provide rapid rehousing assistance for 3 literally homeless households.
G. Performance Monitoring

The City, through its Housing and Neighborhood Development Department staff, shall monitor the performance of the Subgrantee against the goals, performance standards, and budget required by this Agreement. Substandard performance, as determined by the City, shall constitute noncompliance with this Agreement. If the City finds substandard performance, then the City shall provide written notice to the Subgrantee. If the Subgrantee does not take action to correct such substandard performance within a reasonable period of time after being notified by the City, the City may initiate contract suspension and termination. Substandard performance may also disqualify the Subgrantee from eligibility to submit an application for funding during future fiscal years.

H. Section 3

The Subgrantee shall be responsible for compliance with the requirements related to Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) (“Section 3”). The Subgrantee shall, to the greatest extent feasible, ensure that 30% of new hires are Section 3 residents and 25% of subcontracts are committed to Section 3 Business Concerns. The Subgrantee, as needed, shall contact the City’s Housing and Neighborhood Development Department for instructions on Section 3 compliance.

1) The work to be performed under this contract is subject to the requirements of Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2) The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3) The Subgrantee agrees to send to each labor organization or representative or workers with the Subgrantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Subgrantee’s commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4) The Subgrantee agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Subgrantee shall not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

5) The Subgrantee shall certify that any vacant employment positions, including training positions, that are filed (1) after the Subgrantee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 C.F.R. part 135.

6) Noncompliance with HUD’s regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7) With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

1.2 CATALOG OF FEDERAL DOMESTIC ASSISTANCE. The Catalog of Federal Domestic Assistance (“CFDA”) number for this agreement is 14.231.

1.3 TERM. This Agreement is for a term commencing on May 1, 2021, and ending on August 15, 2022, unless earlier terminated pursuant to the provisions of this Agreement or extended by mutual agreement of the parties.

1.4 CONTRACT PRICE.

A. Compensation. For the satisfactory performance of this Agreement, the City shall pay to the Subgrantee an amount not to exceed $585,700.00, which shall be provided through ESG-CV program funds. The payments shall be made as reimbursement to the Subgrantee for the expenses it incurs in fulfilling its obligations under this Agreement. Reimbursement for eligible project expenses shall be made against the line-item budgets specified in the Project Budget, which is attached hereto as Exhibit...
A and incorporated herein by reference, and in accordance with the performance requirements set forth in Section 1.1 of this Agreement.

B. **Eligible Activities.** All funds provided by this Agreement must be for eligible activities as defined in 24 C.F.R. 576, Subpart B. The Subgrantee must document all activities pursuant to provisions on accounting and reporting in this Agreement. Under no circumstances may funds be authorized or disbursed for any service activities that are not eligible.

C. **Essential Services.** All services funded by this Agreement must be essential services as defined in 24 C.F.R. Part 576. The Subgrantee must document all provided service activities pursuant to this Agreement’s provisions on accounting and reporting. Under no circumstances may program funds be authorized or disbursed for any service activities that are not eligible based upon the program definition of essential services.

D. **Program Income and Reversion of Assets.** All program income as defined in OMB Circular A-110 (now located in 2 C.F.R. Part 200) shall be returned to the City. Any unused or unearned government funds provided through this Agreement and held by the Subgrantee and any accounts receivable attributable to such funds, shall revert to and become property of the City at the termination of this Agreement, or at the expiration of this Agreement’s term.

E. **Indirect Cost.** Indirect costs are not eligible for reimbursement under this Agreement.

1.5 **TERMINATION.** Either party may terminate this Agreement, with or without cause, or for no cause at all, by giving at least 30-days’ prior written notice of the date of termination. In such an event, all finished or unfinished work prepared by the Subgrantee shall become the property of the City, and the Subgrantee shall be entitled to compensation for any work performed prior to said termination. The City may suspend or terminate this Agreement, in whole or in part, if the Subgrantee materially fails to comply with any term of this Agreement or with any of the rules, regulations, or provisions referred to herein. Furthermore, the City may declare the Subgrantee ineligible for any further participation in City contracts. If the City has reason to believe that the Subgrantee is in non-compliance with any applicable rules or regulations, the City may withhold contract funds until the City finds the Subgrantee to be in compliance, or until the Subgrantee is otherwise adjudicated to be in compliance.

1.6 **INVOICES AND SUPPORT DOCUMENTATION.** The Subgrantee shall request reimbursement for eligible project expenditures from the City via its Housing and Neighborhood Development Department. Reimbursement requests may be done as frequently as monthly, but must be done at least on a quarterly basis. A quarterly reimbursement request must be submitted by the 10th day of the month after the quarter has
ended. Each request for reimbursement shall be provided in a format approved by the City, and shall include expense documentation to support requested amounts. Examples of documentation include: invoices, checks, receipts, signed time sheets, breakdown of shared expenses, and other supporting documentation of the actual costs incurred.

Original supporting documents shall be kept at the office of the Subgrantee. Said supporting documents shall include invoices and payments for project expenditures, canceled checks, and payroll register supporting personnel expenses.

Requests for reimbursement shall be reviewed by the City as soon as possible following submission by the Subgrantee. If correction, clarification, or additional information is not required and the Subgrantee is in compliance with the performance requirements set forth in this Agreement, the City shall approve the request for reimbursement and distribute project funds as soon as possible. If the Subgrantee is not current in its performance requirements or the request for reimbursement requires correction, clarification, or additional information, funds shall be distributed following correction of identified deficiencies. Under no circumstances shall funds be released for ineligible or unreasonable expenses.

1.7 ACCOUNTING SYSTEM, RECORD-KEEPING AND REPORTING.

A. Financial Management Standards. The Subgrantee shall establish and maintain fiscal control of an accounting system to meet the following criteria:

1. Records must provide information needed to adequately identify the receipt and the expenditure of funds pursuant to this Agreement and in accordance with OMB Circular A-110 (now located in 2 C.F.R. part 200);

2. Entries in accounting records must refer to the documentation that supports the entry;

3. Records must provide accurate, current, and complete financial reporting information;

4. A fund accounting system shall be implemented to track expenses in accordance with Generally Accepted Accounting Principles for nonprofit organizations;

5. Records must be integrated with an adequate system of internal controls to safeguard the funds and assets provided by this Agreement; and
6. Supporting documents must be maintained so as to be easily accessible to a representative of the City.

B. Documentation and Record-Keeping.

1. Records to be maintained. The Subgrantee shall maintain all records required by federal regulations specified in 24 C.F.R. Part 576 and pertinent to the work program funded under this Agreement. Such records shall include, but shall not be limited to:
   
a. Records providing a full description of each activity undertaken;
   
b. Records determining the eligibility of activities;
   
c. Financial records as required by the ESG program OMB Circular A-110 (now located in 2 C.F.R. part 200).

2. Client data. The Subgrantee shall maintain client data that demonstrates eligibility for the services provided. Such data shall include client name, address, income level, or other basis for determining eligibility, family size, race, ethnicity, sex of household head, disability status, age, and description of the services provided. Additional information may be required by the City and/or US Department of Housing and Urban Development.

C. Reporting.

1. The Subgrantee shall provide the City with a written quarterly performance report in the format provided by the City to the Subgrantee. The report shall identify progress made toward the performance requirements set forth in the agreement. The report is due the 15th of the month following the end of the quarter.

2. The Subgrantee shall provide the City with a cumulative written completion report that is the earlier of either: (1) within fifteen days following completion of project activities, or (2) no later than fifteen days following the termination date of this Agreement. Said report shall contain project accomplishments and cumulative demographic information for persons served, and shall be accompanied by the final request for reimbursement of Project funds.

3. The City reserves the right to establish the specific format to be used for monthly or completion reporting, and/or to request additional information necessary for reporting to HUD.
D. **Procurement.** The Subgrantee shall:

1. Administer its program in conformance with OMB Circular A-122 (now located in 2 C.F.R. part 200), “Cost Principles for Nonprofit Organizations,” for all costs incurred whether charged on a direct or indirect basis;


3. Obtain prior written approval from the City via its Housing and Neighborhood Development Department for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Audit.** Audits including, but not limited to, finances, efficiency, effectiveness, and program compliance must be performed as required by the “Single Audit Act of 1984” and OMB Circular A-133 (now located in 2 C.F.R. part 200). All subgrantees that receive federal financial assistance totaling more than $750,000.00 must have such an audit made annually. All other subgrantees must have an audit performed on not less than a biennial basis, or as deemed necessary by the City.

F. **Access to Records.** The City, the federal grantor agency, and the Comptroller General of the United States (or any authorized representatives of these agencies) shall have access to any books, documents, papers, and records of the Subgrantee that are directly pertinent to the project and this Agreement; said access is for the purpose of making audits, examinations, excerpts, and transcriptions.

G. **Retention of Records.** To document compliance with this Agreement, the Subgrantee must maintain its records for a five-year period. The five-year period shall begin on the date of submission of the final report under this Agreement, as defined in 24 C.F.R. § 576.500(y).
1.8 **NOTICES.** Communication and details concerning this Agreement shall be directed to the following representatives:

**The City of Knoxville**
Shawn Griffith, Homeless Project Coordinator
City of Knoxville
Housing & Neighborhood Development
P.O. Box 1631
Knoxville, Tennessee 37901
(865) 215-2866
sgriffith@knoxvilletn.gov

**The Subgrantee**
Dr. Bruce W. Spangler
Volunteer Ministry Center
511 N. Broadway
Knoxville, Tennessee 37917
(865) 524-3926, Ext. 225
bspangler@vmcinc.org

Penny Owens, Purchasing Agent
City of Knoxville
P. O. Box 1631
Knoxville, Tennessee 37901
(865) 215-2063
powens@knoxvilletn.gov

1.9 **DRUG FREE WORKPLACE.**

The Subgrantee shall or shall continue to provide a drug-free workplace by meeting the following requirements.

a. The Subgrantee shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subgrantee’s workplace and specifying the action that shall be taken against employees for violation of such prohibition.

b. The Subgrantee shall establish an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Subgrantee’s policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. The Subgrantee shall make it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement required by Section 1.9(a) of this Agreement.

d. The Subgrantee shall notify the employee in the statement required by Section 1.9(a) of this Agreement, that, as a condition of employment, the employee shall:
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction.

e. The Subgrantee shall notify the City in writing, within 10 calendar days after receiving notice from an employee as required by Section 1.9(d)(2) of this Agreement or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.

f. The Subgrantee shall take one of the following actions, within 30 calendar days of receiving notice under Section 1.9(d)(2) of this Agreement, with respect to any employee who is so convicted:
   1. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   2. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law-enforcement, or other appropriate agency.

g. The Subgrantee shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section 1.9.

The City requires its subgrantees to administer in good faith a policy designed to ensure that each assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by
its beneficiaries. This requirement shall apply as long as the assisted facility is used as a facility for the homeless.

This provision is not to be used to deny ESG homeless assistance to any recipient acting in good faith, nor shall it be used to allow shelter operators to deny assistance to individuals suspected of drug or alcohol abuse. The intent is to provide a safe environment within homeless shelters.

ARTICLE 2.
INSURANCE

The Subgrantee 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 Subgrantee 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 shall be required.

b. For any claims related to this project, the Subgrantee’s insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of the Subgrantee’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 the Subgrantee.

3. **Workers’ Compensation Insurance**. The Subgrantee 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. The Subgrantee 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 the Subgrantee’s workers’ compensation insurance coverage.

4. **Other Insurance Requirements.** The Subgrantee 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 shall 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.
c. If the Subgrantee cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, the Subgrantee 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 the Subgrantee’s insurance) in the same manner as specified for the Subgrantee. The Subgrantee 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 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 the Subgrantee 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 3.

HOLD HARMLESS AND INDEMNIFICATION

The Subgrantee 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 the Subgrantee in performance of this Agreement or from the Subgrantee’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.
The Subgrantee 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 the Subgrantee 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. The Subgrantee shall have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City shall provide reasonable cooperation in the defense as the Subgrantee may request. The Subgrantee shall 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.

The Subgrantee 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.
PROPRIETARY INFORMATION

The Subgrantee shall not, in any way or by any means, use or duplicate any proprietary information, including trade secrets, belonging to, supplied by, or otherwise made available by the City, except in the performance of work, or the rendering of services for the City, or at the direction of the City.

ARTICLE 5.
DATA AND COPYRIGHT

All data, which the Subgrantee prepares or originates in performing any work pursuant to this Agreement, shall become and remain the exclusive property of the City. The City shall own all copyrights for such data and have the unlimited right to use, reproduce, disclose and publish such data in any manner whatsoever without giving rise to any claim on the part of the Subgrantee for additional compensation.

ARTICLE 6.
ADA COMPLIANCE

The Subgrantee shall comply all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. (“ADA”), including but not limited to the removal of all structural
barriers, the accessibility of programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. The Subgrantee agrees that the City shall not be responsible for any costs or expenses related to compliance with the ADA. The Subgrantee agrees that it shall defend, indemnify and hold the City harmless against any and all claims, demands, suits or causes of action which arise out of this Agreement or the use of the property, or an act or an act of omission by the Subgrantee, its employees, agents or representatives that violates or claims to violate the ADA.

ARTICLE 7.
NONDISCRIMINATION

The Subgrantee hereby agrees that it:

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 or familial status or national origin;

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

D. Shall include these provisions in every subcontract or sublease let by or for it;

E. Shall use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement (as used in this Agreement, the term “minority and women-owned business” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women, and for the purpose of this definition, “minority” refers to persons who are African-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians);

F. Shall adhere to Section 504 of the Rehabilitation Act of 1973 which states that no otherwise qualified individual with disabilities shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; and

G. Shall have facilities accessible to persons with disabilities. Also, places where programs or services are held outside the offices of the Subgrantee must be accessible to persons with
disabilities. These concessions include but are not limited to ramps, parking facilities, water fountains, entryways, rest room facilities, and elevators when necessary. If it is not possible for these physical changes to be made, the Subgrantee shall have an alternative plan to serve persons with disabilities.

The Subgrantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Subgrantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Subgrantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

ARTICLE 8.
ETHICAL STANDARDS

The Subgrantee hereby takes notice of and warrants that it is not in violation of, or has not participated, and shall 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 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.

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 9. MISCELLANEOUS PROVISIONS**

9.1  **INDEPENDENT CONTRACTOR.** The Subgrantee shall render all services as an independent contractor; it shall not be considered an employee of the City, nor shall it be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of the City.

9.2  **ASSIGNMENT.** The Subgrantee shall not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

9.3  **SUBCONTRACTS TO THE AGREEMENT.** The Subgrantee shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

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

9.5  **REQUIRED APPROVALS.** Neither the Subgrantee nor the City is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of this Agreement.
9.6 **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.

9.7 **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.

9.8 **FEDERAL, STATE AND LOCAL REQUIREMENTS.** The Subgrantee is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

   In particular, the Subgrantee agrees to comply with the applicable federal, state and city requirements referenced below and made a part hereof as if set forth verbatim.


   E. All federal laws and regulations described in 24 C.F.R. Part 576, however, the Subgrantee shall not assume the City’s responsibility for initiating the review process under Executive Order 12372.

   F. Hatch Act. The Subgrantee agrees that no funds provided or personnel employed under this Agreement shall, in any way or to any extent, be engaged in any political conduct or activities in violation of U.S.C, Chapter 1, Title V.

   G. Religious Organizations. Religious organizations receiving funding under this Agreement may not utilize Project funds to engage in any of the following activities:

   1. Perform inherently religious activities such as worship, religious instruction, or proselytization;
2. Acquire, construct, or rehabilitate structures or properties that shall be used for inherently religious activities, including sanctuaries and chapels; and

3. Discriminate against any Project beneficiary or prospective beneficiary on the basis of religion or belief.

H. **Grantor Recognition.** The Subgrantee ensures the recognition of the City’s and US Department of Housing and Urban Development’s roles in providing services under this Agreement. The Subgrantee shall prominently label the funding source for all activities, facilities, and items utilized pursuant to this Agreement. In addition, The Subgrantee shall include a reference to the support provided pursuant to this Agreement in all publications that have been made possible through the use of the funding provided for in this Agreement.

9.9 **NO BENEFIT FOR THIRD PARTIES.** The services to be performed by the Subgrantee 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 Subgrantee’s performance of its services hereunder, and no right to assert a claim against the City or the Subgrantee, its officers, employees, agents or contractors shall accrue to the Subgrantee 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 Subgrantee’s services hereunder.

9.10 **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.

9.11 **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.

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

9.13 **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

9.14 **CONFLICTS OF INTEREST.** The Subgrantee warrants that no part of the total funds provided through this Agreement shall be paid directly or indirectly to an employee or official of the City of Knoxville as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Subgrantee in connection with any work contemplated or performed relative to this Agreement.

The Subgrantee acknowledges, understands, and agrees that this Agreement shall be null and void if the Subgrantee is, or within the past six months has been, an employee of the City of Knoxville or if the Subgrantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the City of Knoxville.

9.15 **LOBBYING.** The Subgrantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and
contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

9.16 **PUBLIC ACCOUNTABILITY.** If the Subgrantee is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Agreement involves the provision of services to citizens by the Subgrantee on behalf of the State, the Subgrantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Subgrantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Tennessee Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Tennessee Comptroller of the Treasury, and upon request from the Subgrantee, provide Subgrantee with any necessary signs.

9.17 **PUBLIC NOTICE.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Subgrantee in relation to this Agreement shall include the statement, "This project is funded under an agreement with the City of Knoxville through HUD." All notices by the Subgrantee in relation to this Agreement shall be approved by the City.

9.18 **NOTICES.** The Subgrantee and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Subgrantee and any approved subcontractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City and HUD, or their duly appointed representatives.

9.19 **ENTIRE AGREEMENT.** This Agreement, together with all other documents enumerated herein and made a part hereof as if set forth herein verbatim, embodies the entire Agreement.
between the parties. There are no prior representations, terms, conditions, promises, agreements, oral or otherwise, between the parties other than those contained herein.

9.20 **RULE OF CONSTRUCTION.** If any inconsistencies exist, the following rule of construction shall apply: the terms, conditions, provisions, responsibilities, obligations and promises set out in this Agreement shall control, except that the program regulations as stated in 24 C.F.R. part 570 shall control this Agreement in instances where the terms, conditions, provisions, responsibilities, obligations, and promises of this Agreement are in conflict with 24 C.F.R. part 570.

**IN WITNESS WHEREOF,** the City and the Subgrantee have executed this Agreement in two copies as of the below-written date.

**APPROVED AS TO FORM:**

<table>
<thead>
<tr>
<th>CHARLES W. SWANSON</th>
<th>CITY OF KNOXVILLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAW DIRECTOR</td>
<td>By: ___________________</td>
</tr>
</tbody>
</table>

| INDYA KINCIANNON            |
| MAYOR                       |

| DATE: ___________________ |

**FUNDS CERTIFIED:**

<table>
<thead>
<tr>
<th>VOLUNTEER MINISTRY CENTER</th>
</tr>
</thead>
</table>

| BY: ___________________ |

| SUSAN A. GENNOE           |
| FINANCE DIRECTOR          |

| TITLE: ___________________ |

Certificate of Insurance _______

R:\GShields\Agreements\2021\Community Dev\Volunteer Ministry ESG C-21-0317 GS.docx
# EXHIBIT A
## Program Budget

<table>
<thead>
<tr>
<th>Activity</th>
<th>ESG Request</th>
<th>Agency Funds</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Assistance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent; Rent Deposits; Utility Deposits; Past Due Obligations; Household Set-up Expenses</td>
<td>$380,000.00</td>
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<td>$380,000.00</td>
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<td>Landlord Incentives</td>
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<td>$70,000.00</td>
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<td>Direct Service</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Rapid Re-Housing Case Management and Supportive Services</td>
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<td>$68,000.00</td>
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<td>Taxes/Benefits</td>
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<td>$20,400.00</td>
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<tr>
<td><strong>Direct Costs Subtotal</strong></td>
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<td>$538,400.00</td>
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<tr>
<td>Program Operating Costs</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Case Management Supervision</td>
<td>$41,597.00</td>
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<td>$41,597.00</td>
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<tr>
<td>Accounting</td>
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<td>$2,500.00</td>
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<tr>
<td>Insurance</td>
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<td>$703.00</td>
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<td>Travel</td>
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<td><strong>Program Operating Subtotal</strong></td>
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<td>$47,300.00</td>
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<tr>
<td><strong>Total Budget</strong></td>
<td>$585,700.00</td>
<td>$0.00</td>
<td>$585,700.00</td>
</tr>
</tbody>
</table>
AGENDA SUMMARY

A Resolution authorizing the Mayor to execute a First Amendment to Agreement No. C-20-0278 with Volunteer Ministry Center to provide an additional $58,342.00 in ESG-CV funds for rehabilitation/construction of the public restroom facilities at The Foyer and to extend the term of the Agreement to allow time for completion of this work, as part of the City's response to COVID-19.

COUNCIL DISTRICT(S) AFFECTED

6

BACKGROUND

Volunteer Ministry Center operates “The Foyer,” a low-barrier overnight shelter that serves homeless persons who are not accessing other shelter resources currently available in Knoxville. Volunteer Ministry Center currently provides social work outreach for unsheltered people in the Broadway and Downtown areas and is working with this population to help them move off the streets and ultimately into permanent housing.

Volunteer Ministry Center has entered into a Memorandum of Understanding with the Salvation Army to lease this building in which they operate this specialized shelter. Additionally, the south side of the building was retrofitted to provide a publicly accessible restroom, open during daytime hours, created particularly to serve individuals in the adjacent ‘safe space’ underneath the I-40 viaduct. Unfortunately, the fixtures in this public restroom have been repeatedly damaged and broken, making it challenging to effect repairs and keep the restroom operable and open.

Public restrooms are a necessity for unsheltered persons who frequent this area and are even more important in to provide for sanitation and hand washing in the context of the COVID-19 pandemic.

VMC engaged an architect to design and create fit and finish specifications for a more robust restroom that will be easier to maintain, more difficult to damage, and that can be kept open consistently in order to serve persons in that area. VMC has contacted and sought bids from three firms to reconstruct the Foyer’s public restroom according to these specifications.

Contract C-20-0278 currently exists between the City and Volunteer Ministry Center that provides $160,000.00, through federal Emergency Solutions Grant COVID funding, (ESG-CV) as well as City Homelessness General Funds, evenly divided, to support a number of programs at Volunteer Ministry Center, including the Foyer. This amendment seeks to add $58,342.00 in ESG-CV funding to the contract, in order to provide for the repair and reconstruction of the restroom and seeks to extend the contract term to November 30, 2021 to allow time for the completion of this work.
OPTIONS Approve or deny the request

RECOMMENDATION Approve the request

ESTIMATED PROJECT SCHEDULE Contract amendment to extend existing term to end on September 30, 2021.


FISCAL INFORMATION The additional contract amount is $58,342.00, to be charged to ESG-CV funding from the Department of Housing and Neighborhood Services.

ATTACHMENTS:
- RESOLUTION - VMC Amend C-20-0278 GS (DOCX)
- VMC Amend C-20-0278 add $58342 GS (DOCX)
- Collective Exhibit B to First Amendment to C-20-0278 (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
RESOLUTION

A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO AGREEMENT NO. C-20-0278 WITH VOLUNTEER MINISTRY CENTER TO PROVIDE AN ADDITIONAL $58,342.00 IN ESG-CV FUNDS FOR REHABILITATION/CONSTRUCTION OF THE PUBLIC RESTROOM FACILITIES AT THE FOYER AND TO EXTEND THE TERM OF THE AGREEMENT TO ALLOW TIME FOR COMPLETION OF THIS WORK, AS PART OF THE CITY'S RESPONSE TO COVID-19.

WHEREAS, on September 18, 2020, Volunteer Ministry Center (“VMC”) and the City of Knoxville (“City”) entered into an Agreement known as Document No. C-20-0278 to provide services to individuals or families experiencing homelessness during the COVID-19 pandemic at its Day Resource Center, Dental Clinic, and The Foyer; and

WHEREAS, VMC has entered into a Memorandum of Understanding with the Salvation Army to lease the building in which they operate this specialized shelter; and

WHEREAS, the south side of the building was retrofitted to provide a publicly accessible restroom, open during daytime hours, and created particularly to serve individuals in the adjacent ‘safe space’ underneath the I-40 viaduct; and
WHEREAS, unfortunately, the fixtures in this public restroom have been repeatedly damaged and broken, making it challenging to effect repairs and keep the restroom operable and open; and

WHEREAS, VMC engaged an architect to design and create fit and finish specifications for a more robust restroom that will be easier to maintain, more difficult to damage, and that can be kept open consistently in order to serve persons in that area; and

WHEREAS, the parties desire to amend Document No. C-20-0278 to add $58,341.89 in ESG-CV funding to the contract, in order to provide for the repair and reconstruction of the restroom at The Foyer and to extend the contract term to November 30, 2021, to allow time for the completion of this work.

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 First Amendment to Document No. C-20-0278, in substantially the same form as attached hereto, on behalf of the City of Knoxville with Volunteer Ministry Center to provide additional ESG-CV funding in the amount of $58,342.00 to provide for the rehabilitation and construction of public restrooms at The Foyer, as part of the City’s response to COVID-19, and to extend the contract term to November 30, 2021 to allow time for the completion of this work.

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\VMC Amend C-20-0278 GS.docx
FIRST AMENDMENT

This First Amendment to Document No. C-20-0278 is made between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee (“CITY”), and VOLUNTEER MINISTRY CENTER, 511 N. Broadway, Knoxville, Tennessee 37917 (“SUBGRANTEE”).

WHEREAS, on September 18, 2020, Subgrantee and City entered into an Agreement known as Document No. C-20-0278 to provide services to individuals or families experiencing homelessness during the Coronavirus/COVID-19 pandemic at its Day Resource Center, Dental Clinic, and The Foyer; and

WHEREAS, Subgrantee has also entered into a Memorandum of Understanding with the Salvation Army to lease the building in which they operate this specialized shelter; and

WHEREAS, the south side of the building was retrofitted to provide a publicly accessible restroom, open during daytime hours, and created particularly to serve individuals in the adjacent ‘safe space’ underneath the I-40 viaduct; and

WHEREAS, the fixtures in this public restroom have, unfortunately, been repeatedly damaged and broken, making it challenging to effect repairs and keep the restroom operable and open; and

WHEREAS, VMC engaged an architect to design and create fit and finish specifications for a more robust restroom that will be easier to maintain, more difficult to damage, and that can be kept open consistently in order to serve persons in that area; and

WHEREAS, the parties desire to amend Agreement No. C-20-0278 to add $58,342.00 in ESG-CV funding to provide for the repair and reconstruction of the restroom and to extend the contract term to November 30, 2021 to allow time for the completion of this work.

NOW, THEREFORE, the City and the Subgrantee, for the mutual considerations stated herein, agree to modify the Agreement as follows.

1. Section 1.1.F.1 entitled “F. Performance Criteria, 1. Quantifiable Performance Standards” shall be amended by adding a new bullet point paragraph at the end of the subsection to read as follows:
$58,342.00 shall be used to rehabilitate and repair The Foyer public restrooms consistent with the documents attached as collective Exhibit B.

2. Section 1.1.F.2 entitled “F. Performance Criteria, 2. Quarterly Performance Goals” shall be amended by adding a new bullet point at the end of the section labeled April 1, 2021 to June 30, 2021, to read as follows:

- Begin rehabilitation construction on The Foyer public restrooms

3. Section 1.1.F.2 entitled “F. Performance Criteria, 2. Quarterly Performance Goals” is further amended by adding the following language after said above new bullet point:

July 1, 2021 to September 30, 2021

- Complete at least 50% of The Foyer public restroom construction.

October 1, 2021 to November 30, 2021

- Complete 100% of The Foyer public restroom construction.

4. Section 1.3 Term shall be amended so as to change the contract ending date from June 30, 2021 to November 30, 2021.

5. The parties agree to increase the amount of funding available under Document No. C-20-0278 by $58,342.00 in ESG-CV funds, to be accomplished by amending Section 1.4 Contract Price, subsection A. Compensation to change the amount listed in the first sentence from $160,000.00 to $218,342.00.

6. This Agreement is further amended by deleting the current Exhibit A and replacing it with the attached Revised Exhibit A.

WITH THE EXCEPTION OF THE ABOVE-SPECIFIED MODIFICATIONS, ALL OTHER TERMS OF SAID ORIGINAL AGREEMENT AND FIRST AMENDMENT WILL REMAIN IN FULL FORCE AND EFFECT.
IN WITNESS WHEREOF, the City and the Subgrantee have executed this First Amendment to Document No. C-20-0278 as of the below-written date.

APPROVED AS TO FORM:

___________________________
CHARLES W. SWANSON
LAW DIRECTOR

CITY OF KNOXVILLE

___________________________
BY: _____________________________
INDYA KIN CannON
MAYOR

DATE: _____________________________

FUNDS CERTIFIED:

___________________________
SUSAN A. GENNOE
FINANCE DIRECTOR

VOLUNTEER MINISTRY CENTER

___________________________
BY: _____________________________

TITLE: _____________________________

R:\GShields\Agreements\2021\Community Dev\VMC Amend C-20-0278 add $58342 GS.docx
**Revised Exhibit A**

**EXHIBIT A**
Program Budget

<table>
<thead>
<tr>
<th>Uses of Funds</th>
<th>ESG-CV</th>
<th>Homeless General Funds</th>
<th>Agency Funds</th>
<th>Total Funds</th>
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<tbody>
<tr>
<td>Direct Costs</td>
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<tr>
<td>Direct Assistance (RC)</td>
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<td>$ -</td>
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<table>
<thead>
<tr>
<th>Program Operating Costs (Cannot Exceed 20% of Total Allocation)</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
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<tr>
<td>Utilities (RC)</td>
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**Total Budgeted:**

|        | $138,342.00 | $80,000.00 | $839,302.00 | $1,057,644.00 |

*Program name in parentheses*
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AGENDA SUMMARY  A Resolution expressing appreciation to Legacy Parks Foundation for the donation of 53.86 Acres on the north side of Sharps Ridge and authorizing the Mayor to execute all documents necessary to accept said donation.

DISTRICT(S) AFFECTED  5th District

BACKGROUND  Legacy Parks Foundation has acquired fee simple and leased property on the north side of Sharps Ridge to be donated to the City of Knoxville. In total, 53.86 acres (41.99 ac + 2.8 ac +9.072 ac) will be donated to the city. Approximately 3 acres of the 54.86 acres will be donated to E-911 to clear up an encroachment issue. There will be a donation through Legacy Parks from KCDC for 9.072 acres for the Sharps Ridge Playscape and adaptive trail. A roadway easement and property easement will be seen for the access road to the Sharps Ridge Playscape and pump track.

OPTIONS  Approve or Deny

RECOMMENDATION  Approve

ESTIMATED PROJECT SCHEDULE  N/A

PRIOR ACTION/REVIEW  N/A

FISCAL INFORMATION  N/A
ATTACHMENTS:
- Resolution - Donation from Legacy Parks - 53.86 acres north of Sharps Ridge (DOC)
- 1008 BREA RD SURVEY (PDF)
- 101 Sharps Ridge (PNG)
- 101 Sharps Ridge (2) (PNG)
- 125 Sharps Ridge (PNG)
- 125 Sharps Ridge (2) (PNG)

RESULT: APPROVED [UNANIMOUS]
MOVER: Charles Thomas, Fifth District
SECONDER: Gwen McKenzie, Vice-Mayor, Sixth District
AYES: Fugate, McKenzie, Parker, Rider, Roberto, Singh, Smith, Testerman, Thomas
A RESOLUTION OF THE COUNCIL
OF THE CITY OF KNOXVILLE
EXPRESSING APPRECIATION TO
LEGACY PARKS FOUNDATION FOR
THE DONATION OF 53.86 ACRES ON
THE NORTH SIDE OF SHARPS RIDGE
AND AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS
NECESSARY TO ACCEPT SAID DONATION.

WHEREAS, Legacy Parks Foundation has acquired fee simple and leased property on the north side of Sharps Ridge to be donated to the City of Knoxville; and

WHEREAS, in total, 53.86 acres (41.99 ac + 2.8 ac + 9.072 ac) will be donated to the City; and

WHEREAS, approximately 3 acres of the 54.86 acres will be donated to E-911 to clear up an encroachment issue; and

WHEREAS, there will be a donation through Legacy Parks from KCDC for 9.072 acres for the Sharps Ridge Playscape and adaptive trail; and

WHEREAS, a roadway easement and property easement will be seen for the access road to the Sharps Ridge Playscape and pump track; 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.

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 Legacy Parks Foundation for its generous donation of 53.86 acres on the north side of Sharps Ridge.

SECTION 2: The Mayor of the City of Knoxville is hereby authorized to execute all documents necessary for acceptance of the donation of funds, equipment, and installation.

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
### GENERAL INFORMATION

**LEGACY PARKS FOUNDATION**  
900 VOLUNTEER LANDING LN  
KNOXVILLE TN 37915

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<td>347 COMMUNICATIONS</td>
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### VALUE HISTORY

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GENERAL INFORMATION

LEGACY PARKS FOUNDATION
900 VOLUNTEER LANDING LN
KNOXVILLE TN 37914

Property ID: 069OA017
Alternate ID: 61190
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Property Class: 347 COMMUNICATIONS
Neighborhood: 450 LINCOLN PARK
Deed Acres: 0.0000

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<td>$0</td>
</tr>
<tr>
<td>Total Mkt</td>
<td>$203,100</td>
<td>$201,700</td>
<td>$201,700</td>
<td>$168,000</td>
<td>$167,960</td>
<td>$167,960</td>
<td>$167,960</td>
<td>$167,960</td>
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</tbody>
</table>

SALES HISTORY

<table>
<thead>
<tr>
<th>Book</th>
<th>Page</th>
<th>Date</th>
<th>Owner</th>
<th>Grantee</th>
<th>Deed</th>
<th>Type</th>
<th>Vacant Land</th>
<th>Sale Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20171227</td>
<td>0038809</td>
<td>12/27/2017</td>
<td>DICK BROADCASTING COMPANY INC</td>
<td>LEGACY PARKS FOUNDATION</td>
<td>Gi</td>
<td>N - No</td>
<td>No</td>
<td>$0</td>
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</tbody>
</table>

EXTENSION DETAILS
Address: 125 Sharps Ridge Memorial Park Dr
Grade: Fair
Year Built: 1965
Value: $35,100

IMPROVEMENTS

Improvements do not exist for this account.

LAND DETAILS

<table>
<thead>
<tr>
<th>Primary Use</th>
<th>Land Type</th>
<th>Acres</th>
<th>Eff. Frontage</th>
<th>Eff. Depth</th>
<th>Appr. Value</th>
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</thead>
<tbody>
<tr>
<td>AC-PRIMARY</td>
<td></td>
<td>41.99</td>
<td>0</td>
<td>0</td>
<td>168,000</td>
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LEGAL DESCRIPTION

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Dimensions 483.3 x 1048.83 x IRR</td>
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</tbody>
</table>