KNOXVILLE’S COMMUNITY DEVELOPMENT CORPORATION

Date: November 26, 2018
To: Board of Commissioners
From: Benjamin M. Bentley, Secretary

Subject: AGENDA
Board Meeting of the Board of Commissioners
Thursday, November 29, 2018, 5:00 p.m.
KCDC Main Office, 901 N. Broadway
Knoxville, Tennessee 37917

1. Call to Order.

2. Approval is requested of minutes for the regular meeting held on October 30, 2018. (Item 2 Attachment)

3. Motion to add, delete or postpone agenda items.

4. Reports of officers and special presentations.

NEW BUSINESS

REDEVELOPMENT/LEGAL ISSUES (Brad Peters)
5. Approval is requested to sell 1428 W. Fourth Avenue (094FC007) and 1438 W. Fourth Avenue (094FC005) to Uphill Properties for construction of single family homes. (Item 5 Attachment)

6. Resolution authorizing the negotiation and execution of loan documents. (Item 6 Attachment)

HOUSING (Sean Gilbert)
7. Approval is requested to award Contract C19010 to BESCO for renovation services at Western Heights. (Item 7 Attachment)

THIS MEETING AND ALL COMMUNICATIONS BETWEEN MEMBERS IS SUBJECT TO THE PROVISIONS OF THE TENNESSEE OPEN MEETINGS ACT, TENN. CODE ANN. §8-44-101, et seq.
8. Resolution to establish an Occupational Safety and Health Program, devise rules and regulations, and to provide for a director and the implementation of such program as directed by Tennessee Occupational Safety and Health Act of 1972 (TOSHA). (Item 8 Attachment)

9. Approval is requested to update the Reasonable Accommodation Policy and Section 8 Administrative Plan. (Item 9 Attachment)

EXECUTIVE DIRECTOR/CEO (Ben Bentley)

10. Approval is requested to award Contract C19006 to Gensler for master planning services at the Austin Homes site. (Item 10 Attachment)

Unfinished Business
Public Forum
Adjournment

The next meeting of the KCDC Board of Commissioners will be Thursday, December 27, 2018 @ 5:00 p.m.
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD MEETING MINUTES

The Board of Commissioners of Knoxville's Community Development Corporation (KCDC) met on October 30, 2018, at 901 N. Broadway, Knoxville, Tennessee.

Present: Chair John Winemiller
       Treasurer Gloria Garner
       Commissioner Bruce Anderson
       Commissioner Robyn McAdoo
       Commissioner Sylvia Cook
       Commissioner Kimberly Henry

Absent: Vice Chair Bob Whetsel

The Chair called the meeting to order and declared a quorum present at 5:00 p.m.

Approval of the minutes for the meeting held on September 27, 2018. Commissioner McAdoo moved to approve. Commissioner Anderson seconded the motion. All other Commissioners present voted "Aye."

NEW BUSINESS

LEGAL MATTERS/REDEVELOPMENT (Brad Peters)
Approval to grant a Certificate of Completion and Release to Debra Haynes for 3419 Thomas Street (CLT#081IR006). Commissioner McAdoo moved to approve. Commissioner Henry seconded the motion. All other Commissioners present voted "Aye."

PUBLIC FORUM
Zimbabwe Matavou – requests workshop

ADJOURNMENT
With no further business to come before the Board, the Chair declared the meeting adjourned at 5:17 p.m.

John T. Winemiller, Chair

ATTEST:

Benjamin M. Bentley, Secretary

Approved:

Minutes prepared by Joy L Patrick, Executive Assistant
BOARD ACTION FORM

MEETING DATE: November 29, 2018

AGENDA ITEM DESCRIPTION: Approval is requested to sell 1428 W. Fourth Avenue (094FC007) and 1438 W. Fourth Avenue (094FC005) to Uphill Properties for construction of single family homes.

SUBMITTED BY: Name & Title: David Cook, Real Estate Administrator
Department: Redevelopment

MEETING TYPE: ☒ Regular ☐ Special

AGENDA CLASSIFICATION: ☐ Resolution ☒ Regular

BUDGET / FINANCIAL IMPACT: Budgeted: NA Expenditure: $0.00
Source of Funds: NA

APPROVAL/REVIEWS: ☒ Department Head/Vice President ☐ Budget/Finance
☐ Legal Counsel Name of Reviewer: _______________________
 ☒ Executive Director/CEO ☐ Other - Name & Title: _______________________

STAFF RECOMMENDED ACTIONS: Approve: ☒ Deny: ☐ Defer: ☐

BACKGROUND

1. What’s the objective of the requested action?
   Construct a 2 bedroom home on each lot. Both homes will be for sale or rent.

2. Why is the action needed now?
   Applicant needs title to obtain building permits.

3. Who are the parties involved and what are their roles (if appropriate)?
   KCDC - owner
   Uphill Properties - buyer

4. What are the long term and short term exposures to KCDC?
   Conveyance will be by special warranty deed with reversionary language to insure compliance.

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)

ATTACHMENTS: Site Map
**BOARD ACTION FORM**

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<thead>
<tr>
<th>MEETING DATE</th>
<th>November 29, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENDA ITEM DESCRIPTION</td>
<td>Resolution authorizing the negotiation and execution of loan documents</td>
</tr>
</tbody>
</table>
| SUBMITTED BY       | Name & Title: Brad Peters, VP Redevelopment/Legal Services  
Department: Redevelopment |
| MEETING TYPE       | ☒ Regular  
☐ Special |
| AGENDA CLASSIFICATION | ☒ Resolution  
☐ Regular |
| BUDGET / FINANCIAL IMPACT | Budgeted: N/A  
Expenditure: N/A  
Source of Funds: N/A |
| APPROVAL/REVIEWS   | ☒ Department Head /Vice President  
☒ Budget/Finance  
☒ Legal Counsel  
Name of Reviewer: Brad Peters  
☒ Executive Director/CEO  
☐ Other - Name & Title: |
| STAFF RECOMMENDED ACTIONS | Approve: ☒  
Deny: ☐  
Defer: ☐ |

**BACKGROUND**

1. **What’s the objective of the requested action?**  
As described in the attached resolution and letter, KCDC requests approval to negotiate final terms of the loan documents; and execute; all in substantially the format described in the attachments. KCDC’s role is limited to the construction/environmental guaranty.

2. **Why is the action needed now?**  
The loan may close prior to the next Board meeting.

3. **Who are the parties involved and what are their roles (if appropriate)?**  
KHDC is the borrower; KCDC is the construction guarantor; Home Federal is the lender; and THDA is the CICT Program Administrator.

4. **What are the long term and short term exposures to KCDC?**  
The short term risks are construction related risks. The long-term risks do not apply to KCDC as it is only providing a construction guaranty and a full environmental review has been completed.

**HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)**  
The KHDC Board has previously approved the applications for grants for the Clifton project, both grants were received.

**ATTACHMENTS**  
Resolution and Letter
RESOLUTION NO. 2018-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION AUTHORIZING THE NEGOTIATION AND EXECUTION OF LOAN DOCUMENTS

WHEREAS, the Board of Commissioners of Knoxville's Community Development Corporation ("KCDC") has met pursuant to proper notice; and

WHEREAS, Knoxville's Community Development Corporation ("KCDC") is the housing authority of the City of Knoxville, Tennessee (the "Municipality") and is duly incorporated pursuant to Sections 13–20–101 et seq., Tennessee Code Annotated; and

WHEREAS, by Sections 13–20–101 et seq., Tennessee Code Annotated, housing authorities in Tennessee are authorized through their respective governing bodies to finance and/or refinance housing projects; and

WHEREAS, to further the development of a low-income housing development known as the Cottages at Clifton Road (the "Property"), KCDC formed Knoxville’s Housing Development Corporation (the "Corporation"), a Tennessee nonprofit corporation, pursuant to Sections 13–20–101 et seq., Tennessee Code Annotated, as an instrumentality of KCDC; and

WHEREAS, the Corporation intends to obtain a loan from Home Federal Bank of Tennessee (the "Bank") in an amount not exceeding $4,900,000 (the "Bank Loan") on terms and conditions substantially similar to those set forth in that certain letter of general terms and conditions dated August 3, 2018; and

WHEREAS, the Bank would not make the Bank Loan without the guaranty of KCDC and the execution by KCDC of the Guaranty, Environmental Indemnity Agreement (provided by the Bank and available for review at this meeting) and the other Bank Loan Documents to which KCDC is to be a party (the "KCDC Bank Loan Documents"); and

NOW, THEREFORE, BE, AND IT IS HEREBY, RESOLVED, that (i) John Winemiller, the Chairman or Bob Whetsel, the Vice Chairman or Gloria M. Garner, the Treasurer or
Benjamin M. Bentley, the Secretary of KCDC (each, an "Authorized Officer") is hereby authorized and directed to execute (to the extent that KCDC is a party thereto), and, if requested, Benjamin M. Bentley, the Secretary is authorized to attest, and any such officer of KCDC is authorized to deliver to the other parties thereto the Guaranty, Environmental Indemnity Agreement and all other instruments, documents and agreements deemed necessary or desirable by an Authorized Officer to carry out the transactions described herein, all in the form approved by the Authorized Officer executing same, the execution of same by such Authorized Officer to constitute conclusive evidence of the approval of same, and (ii) such officers, together with all other officers and employees of KCDC, are hereby authorized to take all such further action as they may consider necessary or desirable in connection with the transactions described herein and to take from time to time any actions deemed necessary or desirable by such officers and employees to effectuate and comply with the terms of such agreements as are executed on behalf of KCDC pursuant to the authorization contained herein; and, further

RESOLVED, that any and all other actions heretofore taken on behalf of KCDC by the officers of KCDC to execute and deliver any of the agreements, documents or instruments authorized by the foregoing resolutions, or to take any of the other actions authorized by the foregoing resolutions, and all acts of the officers of KCDC that are in conformity with the purposes and intent of these resolutions, are hereby approved, ratified and confirmed in all respects.

Approved this 29th day of November, 2018.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

By:______________________
   Secretary
August 3, 2018

Mr. Brad Peters, Vice President of Redevelopment/Legal Services
Knoxville’s Community Development Corporation
901 N. Broadway Street
Knoxville, TN 37917

Dear Mr. Peters,

I am pleased to advise you that Home Federal Bank (Bank) has approved your loan request under the following General Terms and Conditions:

- **Borrower:** Knoxville’s Housing Development Corporation.

- **Guarantors:** Knoxville’s Community Development Corporation (KCDC).

- **Loan Purpose:** To assist with the construction and permanent financing of the proposed 53 unit residential housing project on Clifton Road, Knoxville, TN 37921. We understand the estimated total project budget is around $5,681,000 and the sources of funds include:

  - $791,000+/- Borrower Equity
  - $900,000 National Housing Trust Fund Grant
  - $940,000 Federal Home Loan Bank Grant
  - $1,200,000 City of Knoxville Affordable Fund Grant
  - $1,850,000 Permanent Loan
  - $5,681,000

  Please note this commitment is subject to confirmation of the $3,040,000 in grants itemized above.

- **Loan Amount:** $4,900,000 construction loan with the principal balance at amortization to be no more than $1,850,000.

- **Repayment Agreement:** Interest only paid monthly through June 2019. Thereafter, monthly amortization of principal and interest over 25 years.

- **Term:** 15 years,
• **Interest Rate:** Adjustable at WSJ Prime Rate less 4.00% subject to the loan being approved by the Tennessee Housing Development Agency and the Tennessee Department of Revenue under the Community Investment Tax Credit (CITC) program as a "Qualified Low-Rate Loan".

• **Floor Rate:** 0.00%.

• **Cap Rate:** 4.50%.

• **Origination Fee and Expenses:** $15,000 origination fee and the Borrower to be responsible for closing expenses typical of a loan of this type including appraisal, title work, recording, legal counsel, etc.

• **Prepayment / Yield Maintenance:** To be similar to the prepayment/yield maintenance provision on our loans to Five Points 2 LP and Five Points 3 LP.

• **Minimum Loan Balance:** $3,500,000 at December 31, 2018.

• **Collateral:** Including, but not limited to, a First Mortgage Deed of Trust on the proposed 53 unit residential housing project on Clifton Road, Knoxville, TN 37921. Please note this commitment is subject to a loan-to-value ratio of 85% or less based on the appraised value and the $1,850,000 loan at amortization.

• **Flood Insurance:** We have received notice that the properties to serve as Collateral are not in a Flood Zone. We are required by law to provide you the attached notices from FEMA. The originals of these notices are required to be signed at or before loan closing.

• **Property Insurance:** After construction, the Borrower to provide the Bank evidence of property and liability insurance naming Home Federal Bank as Mortgagor.

• **Debt Coverage Ratio:** Minimum of 1.15 at stabilization.

• **Representations:** This commitment is given based upon representations made by the Borrower to the Bank. If there have been or shall be any adverse change in Borrower's status as set forth in any materials delivered or in any representations made, as determined by the Bank in its own good faith determination, the Bank shall have no obligation to fund as herein described. Any information considered by the Bank to be material and not previously disclosed by the Borrower or Guarantors may provide a basis for the Bank to modify or rescind this commitment.

• **Acceptance and Closing:** This commitment shall expire if not accepted or extended in writing by the close of business on September 28, 2018 (the "Commitment Expiration Date"). If this commitment is accepted, then the credit must close on or before the close of business on October 29, 2018 in order for the quoted interest rate and terms to remain in effect. The interest rate and other terms of the Credit outlined in the Commitment are
based upon acceptance of the Commitment and closing of the Credit within the time periods set forth above.

If the above general terms and conditions are acceptable, please sign and acknowledge below. The purpose of this letter is to outline the general terms and conditions under which we will provide financing, and the proposed financing may be subject to further negotiations and agreement by the Bank and the Borrower on any and all terms. This financing will require the execution of loan documents acceptable to the Bank and its legal counsel, and all terms and conditions in the executed loan documents will govern the loan transaction.

Please call me at 541-6544 if you have any questions.

Sincerely,

[Signature]

Jonathan W. Mayfield
Vice-President

ACKNOWLEDGMENT AND ACCEPTANCE: The terms and conditions set forth in this letter agreement are accepted and agreed upon this _______ day of ________, 2018, and shall be a part of the agreement between the undersigned and Home Federal Bank. These terms and conditions shall survive the execution of the note and be a part thereof.

By Borrower: Knoxville’s Housing Development Corporation

[Signature]

By: Benjamin Bentley
In: President

By Guarantor: Knoxville’s Community Development Corporation

[Signature]

By: Benjamin Bentley
In: Executive Director
# BOARD ACTION FORM

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<th>MEETING DATE</th>
<th>November 29, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGENDA ITEM DESCRIPTION</td>
<td>Approval is requested to award Contract C19010 to BESCO for renovation services at Western Heights.</td>
</tr>
<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Sean Gilbert, Senior Vice President of Housing</td>
</tr>
<tr>
<td></td>
<td>Department: Housing</td>
</tr>
<tr>
<td>MEETING TYPE</td>
<td>☒ Regular, ☐ Special</td>
</tr>
<tr>
<td>AGENDA CLASSIFICATION</td>
<td>☐ Resolution, ☒ Regular</td>
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<tr>
<td>BUDGET / FINANCIAL IMPACT</td>
<td>Budgeted: $6,500,000, Expenditure: $6,130,133</td>
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<tr>
<td></td>
<td>Source of Funds: HUD Emergency Grant and capital funds</td>
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<tr>
<td>APPROVAL/REVIEWS</td>
<td>☒ Department Head / Vice President, ☒ Budget/Finance</td>
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<tr>
<td></td>
<td>☐ Legal Counsel, ☐ Name of Reviewer: ____________________________</td>
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<tr>
<td></td>
<td>☒ Executive Director/CEO, ☒ Other - Name &amp; Title: Procurement Dir.</td>
</tr>
<tr>
<td>STAFF RECOMMENDED ACTIONS</td>
<td>Approve: ☒, Deny: ☐, Defer: ☐</td>
</tr>
</tbody>
</table>

## BACKGROUND

1. What's the objective of the requested action?  
   This award allows KCDC staff to select BESCO to provide moisture infiltration remediation and prevention renovation services at Western Heights. This will help to alleviate long standing water issues, restore the property and prevent further damage to the apartments.

2. Why is the action needed now?  
   KCDC won an emergency grant from HUD which will fund most of this work. The emergency grant funds must be expended within 18 months. This work also prevents further water infiltration and this stops additional damage.

3. Who are the parties involved and what are their roles (if appropriate)?  
   BESCO will perform the work. Partners Development, KCDC's owner's representative will oversee the administrative portion of the work work and coordinate the activities of the architectural firm and the contractor.

4. What are the long term and short term exposures to KCDC?  
   The short and long term exposures to KCDC are paying the contractor. There are no on-going costs associated with this project.

### HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)  
For years, these apartments have suffered water infiltration which leads to damage to walls, foundations and other issues. However until this grant was received, there has not been funding available to address these issues.

### ATTACHMENTS  
Bid tabulation form
TO: The KCDC Board

FROM: Benjamin M. Bentley, Secretary

DATE: November 21, 2018

SUBJECT: Authorization to award Contract C19010 to BESCO Company, Inc. for renovations services at Western Heights.

KCDC’s Procurement Policy requires written formal solicitations (publicly advertised and opened) in all cases where the aggregate cost of the item(s) or service(s) requested is $25,000 or more. Staff requests Board approval of the following recommendation.

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Renovation Services at Western Heights C19010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Source</td>
<td>HUD Emergency Grant and Capital Funds</td>
</tr>
<tr>
<td>Total Award Amount</td>
<td>$6,130,133.00</td>
</tr>
<tr>
<td>Review Committee</td>
<td>Sean Gilbert, Senior Vice President of Housing</td>
</tr>
<tr>
<td></td>
<td>Margaret Butler, McCarty Holsapple McCarty (KCDC’s Architect for the project)</td>
</tr>
<tr>
<td></td>
<td>Orlando Diaz, Partners Development (Project management team for the project)</td>
</tr>
<tr>
<td></td>
<td>Terry McKee, IT and Procurement Director</td>
</tr>
<tr>
<td>Nature of Solicitation</td>
<td>Formal Sealed Bids</td>
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<table>
<thead>
<tr>
<th>Company</th>
<th>Total Cost</th>
<th>Recommended</th>
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<tbody>
<tr>
<td>BESCO</td>
<td>$6,130,333.00</td>
<td>Yes</td>
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<tr>
<td>Merit</td>
<td>$7,072,187.00</td>
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<td>NCI</td>
<td>$6,581,966.91</td>
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<tr>
<td>The Franklin Group</td>
<td>$7,343,600.00</td>
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This solicitation was distributed to:

- KCDC’s Web Page
- KCDC’s Registered Vendors
- Associated Construction Women*
- Associated General Contractors of Tennessee
- Black Contractors Association+
- Construction Market Data
- Dodge Data & Analytics
- Hispanic Chamber of Commerce+
- Knox County’s Supplier Diversity Office+
- Knoxville Area Urban League+
- Knoxville Builder’s Exchange
- Knoxville Chamber Partnership
- Knoxville’s EBOP Office+
- SCORE
- SERC
- Tennessee Small Business Development Center
- Tennessee Minority Supplier Development Council+
- Small Business Administration*
- U.S. Department of Commerce Minority Business Development Agency+

* Denotes an organization promoting/assisting Woman Owned Businesses
+ Denotes an organization promoting/assisting Disadvantaged or Minority Owned Businesses
ITEM 8 ATTACHMENT

BOARD ACTION FORM

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<td>AGENDA ITEM DESCRIPTION</td>
<td>Resolution to update the Occupational Safety and Health Program Plan and provide a director for implementation as directed by the TOSHA.</td>
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<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Sean Gilbert, Senior Vice President of Housing</td>
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<td>☑ Executive Director/CEO ☐ Other - Name &amp; Title: ______________________</td>
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<tr>
<td>STAFF RECOMMENDED ACTIONS</td>
<td>Approve: ☑ Deny: ☐ Defer: ☐</td>
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BACKGROUND

1. What's the objective of the requested action?
   Fulfill the requirement to update the TOSHA (Tennessee Occupational Safety and Health Act) Safety and Health Plan.

2. Why is the action needed now?
   The State of Tennessee has requested an update to our TOSHA Safety and Health Plan.

3. Who are the parties involved and what are their roles (if appropriate)?
   KCDC - plan participant
   State of Tennessee - plan regulator

4. What are the long term and short term exposures to KCDC?
   None

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)

The TOSHA requires the Occupational Safety and Health Plan be updated every seven years.

ATTACHMENTS

Resolution
RESOLUTION NO. 2018-____

RESOLUTION TO UPDATE THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the Board of Commissioners hereby establishes the "Occupational Safety and Health Program for the employees of Knoxville's Community Development Corporation (KCDC)."

NOW THEREFORE:

SECTION 1: BE IT ORDAINED BY THE Board of Commissioners that there be and is hereby created an occupational safety and health program for the employees of the KCDC as follows:

TITLE:

This section shall provide authority for establishing and administering the Occupational Safety and Health Program for the employees of KCDC.

PURPOSE:

The Board of Commissioners, in electing to update their established program plan will maintain an effective occupational safety and health program for its employees and shall:

1) Provide a safe and healthful place and condition of employment that includes:
   a) Top Management Commitment and Employee Involvement;
   b) Continually analyze the worksite to identify all hazards and potential hazards;
   c) Develop and maintain methods for preventing or controlling existing or potential hazards; and
   d) Train managers, supervisors, and employees to understand and deal with worksite hazards.

2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.

3) Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development of the State of Tennessee, his designated representatives, or persons within the Tennessee Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4) Consult with the State Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.

5) Consult with the State Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this program, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this program.
COVERAGE:

The provisions of the Occupational Safety and Health Program for the employees of KCDC shall apply to all employees of each administrative department, commission, board, division, or other agency of KCDC whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The occupational safety and health standards adopted by the Board of Commissioners are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 5).

VARIANCES FROM STANDARDS AUTHORIZED:

The Board of Commissioners may, upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, Chapter 0800-1-2, as authorized by T.C.A., Title 5. Prior to requesting such temporary variance, the Board of Commissioners shall notify or serve notice to employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board as designated by the Executive Director/CEO shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, the Director of Maintenance is designated as the Director of Occupational Safety and Health to perform duties and to exercise powers assigned so as to plan, develop, and administer said plan. The Director shall develop a plan of operation for the program and said plan shall become a part of this resolution when it satisfies all applicable sections of the Tennessee Occupational Safety and Health Act of 1972 and Part IV of the Tennessee Occupational Safety and Health Plan.

FUNDING THE PROGRAM:

Sufficient funds for administering and staffing the program pursuant to this resolution shall be made available as authorized by the Board of Commissioners.

SEVERABILITY:

SECTION 2: BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

DATE: ________________________________

Jack Canada, Director of Occupational Safety and Health
# PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH PROGRAM FOR THE EMPLOYEES OF KCDC

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I. **PURPOSE AND COVERAGE**

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program for the employees of KCDC.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

KCDC in electing to update and maintain an effective occupational safety and health program for its employees will:

a. Provide a safe and healthful place and condition of employment.

b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.

c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.

e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.

f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine program effectiveness and compliance with the occupational safety and health standards.

g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the occupational safety and health program.

h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this program, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. **DEFINITIONS**

For the purposes of this program, the following definitions apply:

a. "COMMISSIONER OF LABOR AND WORKFORCE DEVELOPMENT" means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.

b. "EMPLOYER" means the Knoxville's Community Development Corporation (KCDC) and includes each administrative department, division and all Departments of KCDC.
c. "DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH" or "DIRECTOR" means the person designated by passing the resolution, to perform duties or to exercise powers assigned so as to plan, develop, and administer the occupational safety and health program for the employees of KCDC.

d. "INSPECTOR(S)" means the individual(s) appointed or designated by the Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Director of Occupational Safety and Health.

e. "APPOINTING AUTHORITY" means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal therefrom for a specific department, board, commission, division, or other agency of this employer.

f. "EMPLOYEE" means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.

g. "PERSON" means one or more individual, partnership, association, corporation, business trust, or legal representative of any organized group of persons.

h. "STANDARD" means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.

i. "IMMINENT DANGER" means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.

j. "ESTABLISHMENT" or "WORKSITE" means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.

k. "SERIOUS INJURY or HARM" means that type of harm that would cause permanent or prolonged impairment of the body in that:

1. a part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or

2. a part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.
I. "ACT" or TOSHAAct" shall mean the Tennessee Occupational Safety and Health Act of 1972.

m. "GOVERNING BODY" means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.

n. "CHIEF EXECUTIVE OFFICER" means the chief administrative official, County Judge, County Chairman, Mayor, City Manager, General Manager, etc., as may be applicable.

III. **EMPLOYER'S RIGHTS AND DUTIES**

Rights and duties of the employer shall include, but are not limited to, the following provisions:

a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.

c. Employer shall refrain from any unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employer's place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.

d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.

e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.

f. Employer is entitled to protection of its legally privileged communication.

g. Employer shall inspect all worksites to insure the provisions of this program are complied with and carried out.

h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.

i. Employer shall notify all employees of their rights and duties under this program.

IV. **EMPLOYEE'S RIGHTS AND DUTIES**

Rights and duties of employees shall include, but are not limited to, the following provisions:

a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this program and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSHAct or any standard or regulation promulgated under the Act.

c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.

d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this program may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.

e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.

f. Subject to regulations issued pursuant to this program, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Director or Inspector at the time of the physical inspection of the worksite.

g. Any employee may bring to the attention of the Director any violation or suspected violations of the standards or any other health or safety hazards.

h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this program.

i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

j. Nothing in this or any other provisions of this program shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others, or when a medical examination may be reasonably required for performance of a specific job.

k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

The Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program.

a. The Director may designate person or persons as he deems necessary to carry out his powers, duties, responsibilities under this program.
b. The Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Director.

c. The Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this program.

d. The Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this program.

e. The Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.

f. The Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.

g. The Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.

h. The Director shall maintain or cause to be maintained records required under Section VIII of this plan.

i. The Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees, insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours.

The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this occupational safety and health program within their respective areas.

a. The administrative or operational head shall follow the directions of the Director on all issues involving occupational safety and health of employees as set forth in this plan.

b. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Director within the abatement period.

c. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.

d. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Director along with his findings and/or recommendations in accordance with Appendix IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this program are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 or which may, in the future, be developed and promulgated. Additional standards may be promulgated by the governing body
of this employer as that body may deem necessary for the safety and health of employees.

VII. **VARIANCE PROCEDURE**

The Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

a. The application for a variance shall be prepared in writing and shall contain:
   
   1. A specification of the standard or portion thereof from which the variance is sought.
   
   2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
   
   3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
   
   4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
   
   5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.

b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.

c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:

   1. The employer
      
      i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
      
      ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
      
      iii. Has an effective program for coming into compliance with the standard as quickly as possible.

   2. The employee is engaged in an experimental program as described in subsection
(b), section 13 of the Act.

d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.

e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.

f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

a. Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet, RECORDKEEPING REQUIREMENTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (Revised 1978) or as may be prescribed by the Tennessee Department of Labor and Workforce Development.

b. The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix I to this plan.

c. Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Director of Occupational Safety and Health.

a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).

b. Upon receipt of the complaint letter, the Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Director and the Chief Executive Officer or the representative of the governing body.

f. Copies of all complaint and answers thereto will be filed by the Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

a. Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies.

2. Reference materials, manuals, equipment, etc., deemed necessary for use in conducting compliance inspections, conducting local training, writing technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.

2. Instruct employees who are required to handle poisons, acids, caustics, explosives, and other harmful or dangerous substances in the safe handling and use of such items and make them aware of the potential hazards, proper handling procedures, personal protective measures, personal hygiene, etc., which may be required.

3. Instruct employees who may be exposed to environments where harmful plants or animals are present of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.

4. Instruct employees required to handle or use flammable liquids, gases, or toxic materials in their safe handling and use and make employees aware of specific requirements contained in Subparts H and M and other applicable subparts of TOSHAAct standards (1910 and/or 1926).
5. Instruct employees on hazards and dangers of confined or enclosed spaces.

i. "Confined or enclosed space" means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4') in depth such as pits, tubs, vaults, and vessels.

ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.

iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an occupational safety and health program that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

a. In order to carry out the purposes of this program, the Director and/or Compliance Inspector(s), if appointed, is authorized:

1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;

2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.

b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.

c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.

d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.

f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.

g. Advance Notice of Inspections.

1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create a misleading impression of conditions in an establishment.

2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.

h. The Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:

1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Director.

2. Records are made of the inspections and of any discrepancies found and are forwarded to the Director.

i. The Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Said inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:

1. The Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.

2. If the alleged imminent danger situation is determined to have merit by the Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.

3. As soon as it is concluded from such inspection that conditions or practices exist which constitute an imminent danger, the Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.

4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for
determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Director or Compliance Inspector and to the mutual satisfaction of all parties involved.

5. The imminent danger shall be deemed abated if:
   i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
   ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.

6. A written report shall be made by or to the Director describing in detail the imminent danger and its abatement. This report will be maintained by the Director in accordance with subsection (i) of Section XI of this plan.

b. Refusal to Abate.
   1. Any refusal to abate an imminent danger situation shall be reported to the Director and/or Chief Executive Officer immediately.
   2. The Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

a. Whenever, as a result of an inspection or investigation, the Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Director shall:
   1. Issue an abatement order to the head of the worksite.
   2. Post, or cause to be posted, a copy of the abatement order at or near each location, referred to in the abatement order.

b. Abatement orders shall contain the following information:
   1. The standard, rule, or regulation which was found to violated.
   2. A description of the nature and location of the violation.
   3. A description of what is required to abate or correct the violation.
   4. A reasonable period of time during which the violation must be abated or corrected.

c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.
XIV.  PENALTIES

a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this program.

b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
   1. Oral reprimand.
   2. Written reprimand.
   3. Suspension for three (3) or more working days.
   4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Director pursuant to this plan of operation or the legislation (resolution, ordinance, or executive order) enabling this occupational safety and health program which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this program or when relevant in any proceeding under this program. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

a. Compliance with any other law, statute, resolution, or executive order, as applicable, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this program.

b. Compliance with any provisions of this program or any standard, rule, regulation, or order issued pursuant to this program shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

DATE: ____________________________

Benjamin M Bentley, Executive Director/CEO
### APPENDIX I

**WORK LOCATIONS / ORGANIZATIONAL CHART**

<table>
<thead>
<tr>
<th>Work Location - Name</th>
<th>Address</th>
<th>Contact Person</th>
<th>Phone #</th>
<th># Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Heights</td>
<td>1621 Jourolman Avenue, 37921-3430</td>
<td>Kristie Toby</td>
<td>865-403-1420</td>
<td>10</td>
</tr>
<tr>
<td>Lonsdale Homes</td>
<td>2020 Minnesota Avenue, 37921-8016</td>
<td>Darlene Farmer</td>
<td>865-403-1350</td>
<td>7</td>
</tr>
<tr>
<td>Love Towers</td>
<td>1171 Armstrong Avenue, 37917-6115</td>
<td>Steve Ellis</td>
<td>865-403-1390</td>
<td>6</td>
</tr>
<tr>
<td>Taylor Homes</td>
<td>317 McConnell Street, 37915-2161</td>
<td>Kim Clark</td>
<td>865-403-1390</td>
<td>11</td>
</tr>
<tr>
<td>Cagle Terrace</td>
<td>515 Renford Road, 37919-4305</td>
<td>Rhonda Harris</td>
<td>865-403-1310</td>
<td>5</td>
</tr>
<tr>
<td>Northgate Terrace</td>
<td>4301 Whittle Springs Road, 37917-1539</td>
<td>Terri Evans</td>
<td>865-403-1400</td>
<td>7</td>
</tr>
<tr>
<td>North Ridge Crossing</td>
<td>712 Breda Drive 37918-7940</td>
<td>Adronicus Thomas</td>
<td>865-403-1320</td>
<td>6</td>
</tr>
<tr>
<td>Montgomery Village</td>
<td>4530 Joe Lewis Road, 37920-7418</td>
<td>Sam Chambers</td>
<td>865-403-1380</td>
<td>7</td>
</tr>
<tr>
<td>Isabella Towers</td>
<td>1515 Isabella Circle, 37915-2632</td>
<td>Linda Jeter</td>
<td>865-403-1340</td>
<td>5</td>
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<tr>
<td>The Vista</td>
<td>957 E. Hill Avenue, 37915-1818</td>
<td>Darrell Lindsey</td>
<td>865-403-1300</td>
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<tr>
<td>Work Location - Name</td>
<td>Address</td>
<td>Contact Person</td>
<td>Phone #</td>
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<tr>
<td>Autumn Landing</td>
<td>6331 Pleasant Ridge Road, 37921-1194</td>
<td>James Pruitt</td>
<td>865-403-1422</td>
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<tr>
<td>Supportive Maintenance</td>
<td>302 East Anderson St., 37917</td>
<td>Jack Canada</td>
<td>865-755-6008</td>
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<tr>
<td>Section 8</td>
<td>400 Harriet Tubman, 37915</td>
<td>Debbie Taylor-Allen</td>
<td>865-403-1234</td>
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<tr>
<td>Corporate Office</td>
<td>901 N. Broadway, 37917</td>
<td>Ben Bentley</td>
<td>865-403-1100</td>
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APPENDIX II

OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN

NOTICE TO ALL EMPLOYEES OF KCDC

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee's workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this program which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage, any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this program may file a petition with the Director of Human Resources.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this program, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this program.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the Director of Human Resources for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program for the Employees of KCDC is available for inspection by any employee at the Human Resource Department during regular office hours.

DATE: __________________________

Benjamin M Bentley, Executive Director/CEO
APPENDIX III

PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that KCDC has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program and to comply with standards.
APPENDIX IV

ACCIDENT REPORTING PROCEDURES

All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported by phone to the Commissioner of Labor and Workforce Development within eight (8) hours.

*Work-related employee incidents that result in the loss of an eye, an amputation or inpatient hospitalization (generally an overnight stay) must be reported to the State of Tennessee Occupational Safety and Health Administration within 24 hours.*

There are six important steps required by the OSHA recordkeeping system:

1. Obtain a report on every injury/illness requiring medical treatment (other than first aid).
2. Record each injury/illness on the OSHA Form No. 300 according to the instructions provided.
3. Prepare a supplementary record of occupational injuries and illnesses for recordable cases either on OSHA Form No. 301 or on workers' compensation reports giving the same information.
4. Every year, prepare the annual summary (OSHA Form No. 300A); post it no later than February 1, and keep it posted until April 30.
5. Retain these records for at least 5 years.
6. Fill out the Occupational Injury/Illness Survey and mail it to Labor Research and Statistics when requested.

Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the incident as soon as possible, but not later than four (4) hours after the accident. If the accident involves loss of consciousness, a fatality, broken bones, severed body member, or third degree burns, the Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor or the administrative head is to be notified of the accident within seventy-two (72) hours after the accident occurred (four (4) hours in the event of accidents involving a fatality or the hospitalization of three (3) or more employees).

Since a Workers' Compensation Form C20 or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.
ITEM 9 ATTACHMENT

BOARD ACTION FORM

<table>
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<th>November 29, 2018</th>
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<tr>
<td>AGENDA ITEM DESCRIPTION</td>
<td>Approval is requested to update the Reasonable Accommodation Policy and Section 8 Administrative Plan.</td>
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<tr>
<td>SUBMITTED BY</td>
<td>Name &amp; Title: Sean Gilbert, Senior VP of Housing</td>
</tr>
<tr>
<td></td>
<td>Department: Housing</td>
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<td>MEETING TYPE</td>
<td>☒ Regular ☐ Special</td>
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<td>AGENDA CLASSIFICATION</td>
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<td>APPROVAL/REVIEWS</td>
<td>☒ Department Head /Vice President ☐ Budget/Finance</td>
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<td>☐ Legal Counsel Name of Reviewer: Kara Davis</td>
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<td>☐ Executive Director/CEO ☐ Other - Name &amp; Title:</td>
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<td>STAFF RECOMMENDED ACTIONS</td>
<td>Approve: ☒ Deny: ☐ Defer: ☐</td>
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BACKGROUND

1. What's the objective of the requested action?
   HUD’s Office of Fair Housing recently conducted a compliance review of KCDC Fair Housing activities and programs. Upon completion of the review, HUD issued recommendations on how to strengthen and/or improve our policies. These updates will put KCDC in compliance with the recommendations.

2. Why is the action needed now?
   This action is needed now to implement the agreed upon actions in a timely manner and to fulfill the agreement made upon completion of the review.

3. Who are the parties involved and what are their roles (if appropriate)?
   KCDC and HUD’s Office of Fair Housing & Equal Opportunity

4. What are the long term and short term exposures to KCDC?
   KCDC would be out of compliance with HUD requirement.

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)

<table>
<thead>
<tr>
<th>ATTACHMENTS</th>
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<tr>
<td>Reasonable Accommodation Policy &amp; Procedures</td>
</tr>
<tr>
<td>Section 8 Administrative Plan</td>
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KCDC annually updates documents and policies as needed. However, policies need to be updated to reflect the recommended changes.
REASONABLE ACCOMMODATION POLICY AND PROCEDURES
Knoxville's Community Development Corporation

POLICY STATEMENT

It is the policy of Knoxville Community Development Corporation (KCDC) to provide “reasonable accommodation” in housing for applicants and residents with disabilities (for purposes of these policies, the preferred term “disability” includes within its scope the term “handicap”) when such accommodation is necessary to provide them with an equal opportunity to use and enjoy KCDC housing. This policy is in furtherance of KCDC’s goal of providing affordable housing to low-income persons regardless of disability and in compliance with applicable federal, state and local law. A “reasonable accommodation” is a modification or change made to:

1) Agency Policies/Procedures
2) A Person’s Apartment
3) A Common or Public-use Area

Such a modification or change should result in KCDC’s ability to assist an individual with a disability who may otherwise be eligible to benefit from KCDC housing. KCDC will provide such accommodation unless doing so would result in a fundamental alteration of the nature of its programs or operations, or unless making such an accommodation should pose an undue financial and/or administrative burden.

The Reasonable Accommodation in Housing Procedures (RAHP) outlined here apply to KCDC applicants and residents who are qualified “individuals with a disability” as outlined below. KCDC may require applicants and residents seeking reasonable accommodation to provide:

1) Reliable documentation or verification of a disability
2) Proof that the individual needs the accommodation
3) Proof that the accommodation is likely to be effective.
KCDC will thoroughly and promptly consider any request for a reasonable accommodation, and will explain the basis for any denial to the requestor. In the course of evaluating and responding to a reasonable accommodation request, KCDC will seek to engage in a process of dialogue and joint problem solving with requestors.

These procedures are designed to inform and assist KCDC employees in identifying, determining and implementing reasonable accommodations for applicants and residents with disabilities, where appropriate. They are available for informational purposes and review by KCDC residents and applicants upon request.

**PART I: POLICY GUIDELINES**

The following policy guidelines shall be in effect for assessing requests for reasonable accommodation by KCDC applicants and residents with disabilities. The guidelines are not intended to be an exhaustive compilation of rules or policies governing assessment by KCDC of requests for reasonable accommodation. If any conflicts exist or arise between these guidelines and guidance issued by the U.S. Department of Housing and Urban Development, or existing or future statutes, regulations, or other legal requirements, KCDC shall follow the other requirements. The term "requestor" as used in these guidelines refers to the individual requesting a reasonable accommodation, whether the person is applying for residency at KCDC or is already a KCDC resident.

1. **General Principles**
   A. KCDC will assume at the beginning of the process that the person requesting a reasonable accommodation is an expert with respect to his/her own disability and the accommodation that may be appropriate relative to the disability. KCDC will also assume at the beginning of the process that the information provided by the person regarding his/her needs is accurate and the method proposed for accommodating those needs is the most appropriate one to pursue.
B. KCDC may seek from the person documentation and/or other verification of the effect of the disability on the person and the method(s) proposed to accommodate it. KCDC may also seek expert advice from medical or other professionals as to the needs of the person in question and alternative methods of accommodating those needs.

C. KCDC is not obligated to provide accommodations or modifications that may be necessary to the requestor, but are for reasons that do not substantially relate to the disability.
   i. To be approved, the requested accommodation or modification must be necessary for the disabled person’s full enjoyment of KCDC programs, facilities, employment, or premises; AND
   ii. The necessity must be substantially related to the requestor’s disability.

D. Procedures for evaluating requests for reasonable accommodation and responding to those requests should take place in the context of a cooperative, non-adversarial relationship between KCDC and the requestor.

E. Reasonable accommodation will focus on the individual and is designed to address each requestor’s situation.

F. For purposes of the following procedures, a “business day” shall mean any day on which KCDC is open for business.

G. KCDC will not base its decisions on how those decisions will be perceived, but only on whether the requested accommodation is necessary and will be effective in removing barriers that interfere with a disabled person’s access to and use of the housing program.

II. Procedures

A. KCDC shall develop and implement procedures through which individuals may request a reasonable accommodation. The process for making such requests shall be accessible to all persons. All communications that are part of the process will be in plain language that the requestor can understand, in a format that is appropriate to meet the needs of the disabled person. If necessary, a format other than written documents will be used.
B. KCDC shall provide to all applicants and current KCDC residents, information regarding their option to request a reasonable accommodation.

C. Any meetings that must be held concerning a requestor’s request for a reasonable accommodation shall be held in a location accessible to the requestor.

D. Decisions on requests for reasonable accommodation shall be made within twenty (20) business days of the date of such a request. If KCDC requests that the requestor supply additional information reasonably necessary to make a decision on the request for an accommodation (see Section III. c of these guidelines), the applicant should provide the requested information within twenty (20) business days.
   i. Denied requests for a reasonable accommodation must be explained by KCDC in writing to the requestor and should include the reason for denial.
   ii. No request shall be denied without having been reviewed by at least one supervisory official who shall document, in writing, his or her approval or disapproval of the decision to deny the request.

E. KCDC shall keep written record in resident or applicant files of a decision to grant or deny any request for reasonable accommodation, as well as any other associated records, for a period of no less than three (3) years from the date of the decision.

F. KCDC shall, consistent with applicable laws, develop procedures for keeping information supplied by the applicant related to the nature or effects of the requestor’s disability confidential and available only to persons within KCDC who are directly involved in decisions regarding the request for reasonable accommodation.

III. Assessment of Requests
A. Unless KCDC can identify specific reasons for doing otherwise, KCDC should accept the judgment of an individual that an accommodation is needed, and that the requested accommodation is reasonable. In determining whether reasons for denial exist, KCDC may obtain
verification of the reasons provided for an accommodation from the requestor.

B. In assessing requests for reasonable accommodation, KCDC shall consider the factors set forth below in Section IV, in making its determination of whether or not to grant the request. If at any stage in the assessment process KCDC determines that it requires additional information from the requestor to make its decision, KCDC shall so inform the requestor in writing.

C. In appropriate situations, KCDC may ask that the requestor provide documentation from a medical professional concerning the requestor's disability and the relationship of the requested accommodation to that disability.

D. KCDC may include in its written communication to the requestor notice of a reasonable deadline for submission of the information.

E. Before denying a request for reasonable accommodation based on a lack of sufficient information, KCDC will first inform the applicant of its need for additional information and give the requestor a reasonable amount of time to provide such information not to exceed twenty (20) business days.

IV. Determinative Factors of Assessment

A. Whether the requestor is a qualified “person with a disability;”

B. Whether the requested accommodation is related to the disability;

C. Whether the requested accommodation is “reasonable.”

1. Note: A request for an accommodation shall be considered reasonable as long as it does not create an undue financial hardship and administrative burden or fundamentally alter the operation of a housing program.

2. The determination of whether an accommodation creates an undue financial and administrative burden shall be made on a case by case basis, taking into account the circumstances and resources available at the time of the decision.

3. If granting the requested accommodation would create an undue financial and administrative burden, KCDC shall comply with the
request to the extent it can do so without undergoing the undue burden(s) described above.

4. If granting the requested accommodation would cause a fundamental alteration in the operation of the housing program, KCDC may deny the request.

D. Each request for an accommodation will be considered as an individual request and will be granted if the particular accommodation requested meets the criteria outlined above and will not constitute a fundamental alteration in itself. The fact that granting an accommodation for one person could set a precedent, and that granting requests by a substantial number of other persons for the same accommodation could have a significant impact on the program shall not constitute a sufficient basis for deciding that a particular accommodation constitutes a fundamental alteration.

E. There may be instances where KCDC believes that while the accommodation requested is reasonable, there is an alternative accommodation that would be equally effective in meeting the individual’s disability-related needs. In such a circumstance, KCDC may discuss with the individual if he/she is willing to accept the alternative accommodation. However, KCDC is aware that persons with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability, and an individual is not obligated to accept an alternative accommodation suggested if he/she believes it will not meet his/her needs and his/her preferred accommodation is reasonable. If there are a number of different accommodations that would satisfy the needs of the person with the disability, KCDC may select the option that is most convenient and cost effective, assuming there is no significant detrimental impact on the person requesting the accommodation that directly relates to his/her disability should KCDC select the alternative accommodation.

V. Communications with Disabled Applicants or Residents

A. KCDC shall take appropriate steps to assure effective communication with applicants and residents who are disabled, and shall furnish appropriate auxiliary aids (e.g., qualified sign language and oral interpreters, readers, use of taped materials, etc.) when necessary to
facilitate communication with an individual who has a disability. Auxiliary aids shall be furnished in a timely manner. If a requestor requests an extension of any deadline because of a delay in providing effective communication, such a request shall be considered. KCDC is not required to provide personal items such as hearing aids, magnifying eyeglasses, or readers for personal study.

B. In determining what auxiliary aids are necessary, KCDC shall give primary consideration to the request of the individual with the disability. However, KCDC is not required to take any action that would result in a fundamental alteration in the nature of the housing program or constitute an undue financial and administrative burden to KCDC.

C. Documents intended for use by applicants or residents shall be made available promptly by KCDC in accessible formats for individuals who are visually impaired. KCDC shall also prepare such documents in clear and simple language, to the extent possible, to assist persons with learning and cognitive disabilities. If requested by persons with such disabilities, KCDC staff will explain written material verbally, and possibly more than once, and if necessary assist the individuals or obtain assistance for them in filling out any necessary forms.

D. KCDC will take appropriate steps to assure that all persons with a disability who are eligible for a housing program are provided with the information necessary to participate in the program. KCDC will also take appropriate steps to assure that all persons with a disability can obtain information concerning the existence and location of accessible programs, services, activities and facilities.

E. If a requestor with a disability so requests, KCDC will permit an advocate, friend or service provider to assist the person at any meetings, conferences or interviews. Upon request of an applicant or resident with a disability, KCDC will arrange to send a copy of any KCDC notice to an authorized third party representative as well as to the requestor provided that a signed release of information is completed and on file.
F. Where KCDC communicates by telephone with applicants or residents who are hearing challenged, it shall use telecommunication devices for deaf persons (TDD’s) or other effective communication systems.

VI. **Reasonable Accommodation Coordinator**

A. KCDC shall notify all applicants and residents on an initial and continuing basis that there is a Reasonable Accommodation Coordinator and shall identify the Department, address and telephone number. This notice shall also be made available in accessible form to visually and hearing impaired persons.

B. The Reasonable Accommodation Coordinator shall be responsible for overseeing the implementation and operation of KCDC’s Reasonable Accommodation Policy, and for coordinating all KCDC efforts to comply with the various provisions of federal, state and local law governing reasonable accommodation in housing.

C. The Reasonable Accommodation Coordinator shall be responsible for arranging and documenting annual staff training on fair housing and reasonable accommodation.

D. The Reasonable Accommodation Coordinator shall be available to KCDC applicants and residents as well as staff to answer questions and to deal with issues regarding reasonable accommodation requests.

E. Authorized KCDC staff shall have access to all files containing information on a reasonable accommodation request.

**PART II: REASONABLE ACCOMMODATION PROCESS**

I. **Notice of Right of Reasonable Accommodation**

A. *Notice Regarding Right to Reasonable Accommodation of Disabled Applicants and Residents* will be provided to the following parties:

A. **General Public**

   —Who shall be informed in officially posted Notices at KCDC Main Office, the KCDC Section 8 Office, and at site offices listed on KCDC’s Housing Choice Form (#2)

B. **Prospective applicants for KCDC Housing**
—Who shall be informed at the time of application regarding their right to request a reasonable accommodation from KCDC for a disability

C. **Denied applicants for KCDC Housing**
—Who shall be informed in their letter of denial of their right to request a reasonable accommodation for related appeal proceedings

D. **All new and continuing residents of KCDC Housing Programs**
—Who shall be provided with a copy of the official Notice
  — at the time of occupancy and/or voucher issuance
  — at annual program recertification
—Who shall receive notice
  — upon violation of lease provision or eviction
  — upon participation in KCDC Grievance Proceedings or Legal Proceedings.

II. **Requesting a Reasonable Accommodation**

The *Reasonable Accommodation Request Form(#3)* will be provided to any applicant, new resident, or continuing resident.

A. Forms may be requested or obtained from the KCDC Main Office, the KCDC Section 8 Office, and at all site management offices.
   1. Forms may be mailed, emailed, or faxed upon request.
   2. Forms may be provided in alternate format upon request.

B. Staff will assist applicants or residents who need such assistance and will accept requests in alternate format (i.e. such as tape recordings of information, large type, or bold print).

C. In cases where alternate format information is requested by the requestor, staff will notify the 504 Coordinator so that such requests can be honored in a timely manner.

D. At the time a request is made, the person making the request will receive a date-stamped copy of the request and any additional information.
E. Requests for reasonable accommodation and modification may be submitted to any KCDC staff person who will promptly route them to the agency’s 504/ADA Coordinator.

F. Requests for reasonable accommodation may also be made orally or by other effective means of communication. Such requests will be reduced to written format by KCDC staff and submitted to the 504/ADA Coordinator for purposes of tracking response to reasonable accommodation, but applicants/residents shall never be forced to put a request in writing in order for KCDC to respond to such request.

G. The 504/ADA Coordinator shall approve or deny a reasonable accommodation request in writing as soon as possible, but within twenty (20) business days if there is no additional verification required, or within twenty (20) business days of receiving sufficient verification to make a decision.

H. Approval: If the 504/ADA Coordinator determines that an accommodation shall be approved, such approval shall be communicated in writing to the requestor. It shall describe the accommodation that will be provided, including any terms, conditions and performance expectations that would be subject to the applicant’s agreement.

1. The implementation date will be as soon as practicable and except as explained in the approval notice, no later than 30 days from the date of decision.

2. The applicant shall also be informed that if he or she believes the approved accommodation will not meet his or her needs or will take too long to provide, an informal hearing may be requested in writing to the appropriate KCDC staff.

3. A sample Reasonable Accommodation Approval Notice is attached.

I. Denial: If the 504/ADA Coordinator, based on evidence, determines that the person is not disabled as defined in Section B(2) of this policy, or a request is structurally infeasible, poses an undue financial or administrative burden or requires a fundamental change in the nature of the program, the 504/ADA Coordinator will follow the process set out below.
1. Financial or Administrative Burden. The 504/ADA coordinator will notify requestor in writing that the request constitutes a financial or administrative burden, with an explanation of the reasons and the right to obtain supporting documentation, and offer to make changes that do not pose such a burden if possible under the circumstances.  
   —An agreement for a partial or delayed accommodation should be in writing or in an alternate permanent format. Upon request, KCDC shall provide the person requesting the accommodation with adequate supporting documentation of the basis for determining undue burden. Such notice shall also include the right to appeal the decision to the Appeals Officer.

2. Structural Infeasibility. The 504/ADA coordinator will notify requestor in writing that the request constitutes a structural infeasibility, with an explanation of the reasons and the right to obtain supporting documentation and an offer to carry out reasonable alternatives.

3. Fundamental Change. If the 504/ADA Coordinator finds that the request requires a fundamental change in the nature of the program, (s)he will give requestor a written explanation and will discuss and carry out any reasonable alternatives, with the agreement of the requestor, that do not require a fundamental change in the nature of the program. Such notice shall also include the right to appeal the decision to the Appeals Officer.

4. Disability Definition Not Met. If the 504/ADA Coordinator finds that the person is not disabled within the definition in the policy, (s) he will give requestor a written explanation.

If the requestor agrees to something other than the initial request, he/she will sign or otherwise record approval of such an agreement.

In some cases, a meeting with the person requesting the accommodation, and any service providers or other technical assistance sources, may be the best way to identify the best solution.

1. The person seeking the accommodation may bring anyone they consider helpful to such a meeting.
2. Upon request of either party, such meetings will be held promptly but no later than twenty (20) business days from the time of request to KCDC and at a mutually agreeable time for all participants.

3. Once a reasonable accommodation request is granted, and an accommodation that meets the needs of the requestor is offered, the requestor has twenty (20) business days to accept the offer.

4. The requestor may reject the offer for good cause, in which case the 504/ADA Coordinator will extend a new offer to the requestor.

5. In order to demonstrate good cause for rejecting an offer, the requestor must be willing to document one of the situations below:
   - The requestor is willing to accept the offer, but is unable to do so at the time of the offer because of temporary hospitalization or recovery from illness of the head of household, other household members or live-in aide;
   - The requestor demonstrates that acceptance of the offer would place a household member’s life, health or safety in jeopardy; or
   - The offer is inappropriate to meet the needs of the requestor.

If the requestor cannot demonstrate good cause for rejecting the offer, the 504/ADA Coordinator will consider the request for reasonable accommodation closed.

The 504/ADA Coordinator will promptly notify the requestor of the decision to consider the reasonable accommodation request closed and that the requestor did not have good cause to reject the offer.

The notice to notify the requestor shall include their right to request a review before the Appeals Officer.

III. Appeal Process

An individual who received a denial of a request for reasonable accommodation or is otherwise dissatisfied with an accommodation that is offered from the 504/ADA Coordinator has the right to appeal that decision through KCDC’s Grievance Procedure.
A. The time period to request a review with the Appeals Officer shall be within ten (10) business days of receipt of the notice of PHA’s action.

B. The Appeals Officer shall not be the person who made the decision in question nor that person’s subordinate.

C. Requests should be made to the Appeals Officer in writing or an alternate format.

D. Once a request is received, an informal hearing shall be scheduled within twenty (20) business days.

E. Late requests for an informal hearing may be granted provided that the requestor can show good cause or as a reasonable accommodation to the appeal process.

F. During the appeal process the requestor and KCDC will have all rights as granted under KCDC Grievance Procedure.

G. KCDC shall in writing inform any resident whose reasonable accommodation request has been denied, or who disagrees with an approval notice, of his or her right to file a fair housing complaint with the following administrative agencies or in court:
   HUD Field Office, Knoxville
   John J. Duncan Federal Building
   710 Locust Street
   Knoxville, TN 37902
   
   Department of Housing and Urban Development
   Five Points Plaza Building
   40 Marietta Street
   Atlanta, GA 30303
   Telephone: (404) 331-5136
   
H. KCDC shall not discriminate or take any retaliatory action against requestor or requestor’s representative who has exercised the right to request a reasonable accommodation.

I. KCDC is not bound by decisions that are contrary to HUD regulations or requirements or contrary to Federal, State or local law.
Any such decision by KCDC shall be made in writing and shall explain its basis and shall state that the requestor also has the right to file a fair housing complaint with HUD or in a court of law.

IV. **Reasonable Accommodation for Lease Violations/Evictions**

A. When a resident with a disability violates a lease provision, KCDC management shall approach the situation as with any other resident except that if the resident requests a reasonable accommodation in order to comply with the lease, the request shall be considered.

B. All documents sent by KCDC regarding action on a lease violation shall identify the violation and inform the resident of his/her right to request a reasonable accommodation if necessary to comply with the lease.

C. At any private conference with a resident on a lease violation, KCDC management shall discuss the right to request a reasonable accommodation, and have the form readily available.

D. Although KCDC management must make a reasonable accommodation to enable a person with a disability to comply with the requirements of his/her lease, an accommodation is not reasonable if it would require a fundamental alteration in the nature of the program or would impose undue financial and administrative burdens on KCDC.

E. The provision of a reasonable accommodation shall not require the lowering or waiving of essential eligibility requirements for the housing program.

F. A resident with a disability has the right to refuse a reasonable accommodation. However, if a resident who has refused a reasonable accommodation engages in lease violating behavior, KCDC management may enforce the lease requirements and seek appropriate remedies, including eviction, as with any other resident.

G. If a disabled resident in violation of a lease requests a reasonable accommodation in order to comply with the terms of the lease, KCDC management must, in considering the request, determine whether it is likely that the problem will not recur if the accommodation is granted.
For this purpose, management may request that the resident provide appropriate information, documentation, or verification within a reasonable time period.

If management finds, based on objective information, that the accommodation is not likely to cure the issue, the accommodation may be denied.

H. Both the Notice of Private Conference and Notice Vacate sent to the residents shall set forth the basis for the proposed lease termination, and shall state that if the resident or a household member has a disability, he or she has the right to request a reasonable accommodation to enable compliance with the lease, and that the forms for doing so are available from KCDC.

I. When a resident with a disability requests a reasonable accommodation prior to service of the summons and complaint in an eviction proceeding, KCDC management shall consider the request and may ask the resident (depending on the circumstances of the case) to provide appropriate information, documentation, or verification within a reasonable time period that the accommodation is likely to enable the resident to comply with the terms of the lease.

J. If the request for reasonable accommodation is made after service of the summons and complaint, KCDC will deal with the request in the context of the eviction proceeding.

K. KCDC management may also request evidence that the resident is willing to follow any proposed plan agreed to by the resident in order to be lease compliant.

L. If KCDC management believes, based on objective information, that the accommodation will not enable the resident to comply with the terms of the lease or that the accommodation would result in a fundamental alteration of the housing program or impose an undue financial and administrative burden on KCDC, it may deny the accommodation and proceed with the eviction in accordance with established procedures.

For example, if a resident with a psychological disorder resulting in continuing lease violations has previously committed to KCDC that
he/she would follow a treatment plan designed to eliminate such violations, but has failed to do so and has provided no credible reason why he/she would not follow a plan, and the lease violation has continued, there would be an objective basis to proceed with eviction.

M. If a resident with a disability engages in persistent lease violations and refuses requests to discuss the problem or possible reasonable accommodation, KCDC management shall proceed as it would with any other resident under similar circumstances. However, any eviction notices sent shall include information regarding the right to request a reasonable accommodation that would enable the resident to comply with the lease.

V. REASONABLE ACCOMMODATION IN TRANSFER REQUESTS

A. A resident with a disability who requests a transfer to another KCDC unit or development on reasonable accommodation grounds shall prepare a Request for Reasonable Accommodation Form # 2 as well as a Transfer Request Form and submit both to KCDC management office. If a resident prefers to make such a request orally or by another effective means of communication, KCDC will ensure the request is put in writing for tracking purposes, but will not require the requestor to do so.

1. Both forms shall be processed together following the procedures for transfer requests set forth by KCDC policy.
2. The decision regarding whether to permit the transfer will be made by the designated KCDC staff based on a review of the need for the request.
3. A waiting list for handicap accessible units will be maintained by the 504 Coordinator centrally to ensure offers are being made to applicants or transfers per procedure.

B. KCDC shall make a decision on a resident’s transfer request within 20 business days after the request is submitted and any additional information or verification reasonably necessary for the decision is provided. KCDC may not deny a reasonable accommodation request where KCDC has not informed the resident of its need for additional information or
documentation or has not afforded the resident a reasonable opportunity to provide it.

C. If a resident requesting a reasonable accommodation is disapproved for a transfer or for a “good cause” assignment or where the resident wants to appeal the level of transfer priority for which he/she has been approved, the resident may appeal the decision in accordance with KCDC Tenant Grievance Procedure.

VI. THIRD PARTY REPRESENTATIVES

A. Any individual with a disability who makes a reasonable accommodation request may authorize a third party representative to act on his or her behalf in dealing with KCDC or with verification services relative to the request.

B. Upon presentation of appropriate authorization, a third party representative may fill out and sign the Request for Reasonable Accommodation form for an individual with a disability.

C. Upon submission of a written request by an individual with a disability who has requested a reasonable accommodation, an authorized third party representative shall be given access to all documents in the individual’s KCDC files that relate to his or her reasonable accommodation request.

VII. FEDERAL, STATE AND LOCAL LAWS GOVERNING HOUSING RIGHTS

(1) Title VIII of the Civil Rights Act of 1968, as amended in 1988 (The Fair Housing Act, 42 U.S.C. §§3601-3619): The Fair housing Act prohibits all forms of discrimination in the sale or rental of most dwellings because of the disability of the renter or buyer, or any other person residing in the dwelling, or associated with the renter or buyer. It explicitly includes the refusal to make a reasonable accommodation in rules and practices and to permit reasonable modifications where necessary as a form of handicap discrimination. The Act’s general non-discrimination provisions also cover race, color, religion, sex, national origin and familial status.
(2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794): Section 504 makes it unlawful to exclude otherwise qualified individuals with disabilities from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity receiving federal financial assistance, solely because of their disability. Section 504 case law and implementing regulations make it clear that a public housing authority must provide reasonable modifications and a readily accessible program for the disabled.

(3) Americans with Disabilities Act of 1990, Title II (42 U.S.C. §12201 et seq.), (ADA): The ADA (Title II) extends the protections of Section 504 to all activities of state and local governments and their instrumentalities, including public housing authorities, regardless of the receipt of federal funding. The ADA protects qualified individuals with disabilities, requires program access to Section 504, and provides for reasonable modifications.

(4) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq): Title VI makes it unlawful to exclude any person on the grounds of race, color, or national origin or to deny them the benefits of, or to otherwise subject them to discrimination under any program or activity receiving federal financial assistance.

(5) The Federal Regulations implementing each of these statutes are set forth in the Code of Federal Regulations as follows:

- Title VIII – 24 C.F.R. Part 200 et seq
- Section 504 – 24 C.F.R. Part 8
- ADA, Title II – 28 C.F.R. Part 35
- Title VI – 24 C.F.R Part 1

(6) Tennessee Human Rights Act (Title 4 State Government, Chapter 21 - Human Rights): This Act makes it unlawful for an owner, lessor, or managing agent of housing accommodations to refuse to rent, lease, or to discriminate in the provision of housing to any person or group of persons because of their race, creed, color, religion, sex, age, and national origin. The Act specifically provides that refusal to make reasonable accommodations in rules, policies, practices or
services, when such accommodations may be necessary to afford equal housing opportunity shall be considered discriminatory.

(7) Knoxville Fair Housing Opportunities Ordinance (Knoxville City Code, Chapter 15 Article II, Division 3): It is the City of Knoxville’s policy to assure that each individual, regardless of race, color, national origin, religion, sex, disability, or familial status shall have equal access to housing. The ordinance specifically makes it a discriminatory act to refuse to permit reasonable structural modifications or to refuse to make reasonable policy exceptions.

PLEASE NOTE: KCDC's CURRENT 504 Coordinator is Kim Mills, 865-403-1100 x. 1195 901 N Broadway Knoxville, TN 37917
2018 Administrative Plan Revision Changes:

1) Page 7 – Reasonable Accommodation:

1.2 Removed language that just limited verifications for Reasonable Accommodations to just medical professionals. Added medical professional, peer support group, non-medical service agency or a reliable third party who is in a position to know about the individual’s disability to the reasonable accommodation verification statements. Removed the statement that all reasonable accommodations but be returned to the Occupancy Specialist. Removed the accommodations are updated on an annual basis. Added a statement that The Fair Housing Act does not require that a request be made in a particular manner or at a particular time. Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the participant and KCDC if the request is made in writing. KCDC will give appropriate consideration to a reasonable accommodation request even if the requester makes the request orally or does not use KCDC’s preferred forms or procedures for making such request. An applicant/participant can make it in any format so long as the participant/applicant makes clear to KCDC that he/she is requesting an exception, change or adjustment to a rule, policy, practice or service because of his/her disability.

2) Page 25 – Assignment of Bedroom Sizes: (Occupancy Standards)

7.1 -F Removed language that just limited verifications for Reasonable Accommodations to just medical professionals. Added medical professional, peer support group, non-medical service agency or a reliable third party who is in a position to know about the individual’s disability, to the reasonable accommodation verification statements.

3) Page 72 - Glossary

Definition of Live-In Aide: Removed language that just limited verifications for Reasonable Accommodations to just medical professionals. Added medical professional, peer support group, non-medical service agency or a reliable third party who is in a position to know about the individual’s disability to the reasonable accommodation verification statements.
SECTION 8 ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and KCDC policy. The Plan covers both admission and continued occupancy for KCDC's Section 8 Programs. KCDC is presently authorized to provide Section 8 Rental Assistance in Knoxville, Tennessee.

1. Equal Opportunity

1.1 Fair Housing/Nondiscrimination

It is the policy of Knoxville's Community Development Corporation (KCDC) to comply fully with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

KCDC will administer the Section 8 Rental Assistance Programs in accordance with the nondiscrimination and fair housing requirements set forth in 24 CFR, part 5, including the prohibition on inquiries regarding sexual orientation or gender identity set forth in 24 CFR, 5.105(a) (2) and the affirmative fair housing marketing requirements in 24 CFR, part 200, subpart M and 24 CFR part 1.

No person shall, on the grounds of creed, race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, or be denied the benefits of, or be otherwise subjected to discrimination under KCDC's Section 8 Rental Assistance Programs. Accommodations in the application process will be made for individuals who have a disability. Accessibility for the hearing impaired is provided by the Tennessee Relay System.

To further its commitment to full compliance with applicable civil rights laws, KCDC will provide federal/state/local information to applicants for, and participants in, the Section 8 Rental Assistance Programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing information and Discrimination Complaint Forms will be made available at the KCDC office. In addition, all appropriate written information and advertisements will contain the applicable Equal Opportunity language and logo.

1.2 Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of KCDC's housing programs and related services. According to Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons if a medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability verifies the disability and if the request has a direct relationship to the disability, unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program, activity or undue financial and administrative burdens. Persons requesting a reasonable accommodation may make a reasonable accommodation request in any format so long as the participant or applicant makes clear that he/she is requesting an exception, change, or adjustment to a rule, policy, practice or service because of his/her disability. The Fair Housing Act does not require that a request be made in a particular manner or at a particular time. Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the participant and KCDC if the request is made in writing. KCDC will give appropriate consideration to a reasonable accommodation request even if the requester makes the request orally or does not use KCDC's preferred forms or procedures for making such request. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, the accommodation would make the unit accessible and usable by the person with a disability. Because disabilities are not always apparent, KCDC will inform applicants/residents of the opportunity to request a reasonable accommodation.

The applicant or participant will make their request to the Section 8 office. The Section 8 office will send the request to the KCDC ADA Coordinator for processing. The ADA Coordinator will forward the request to the medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. Once the request has been returned to KCDC, the Coordinator will notify the participant/applicant in writing and allow an opportunity to dispute (if applicable) the decision within ten (10) days from the date of the denial letter.

If the participant requests (as a reasonable accommodation) that he or she be permitted to make physical modifications to their dwelling unit (at their own expense), the request should be made to the property owner/manager. KCDC does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.
These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood. KCDC will review, if applicable, on a case by case basis.

In determining bedroom size, KCDC will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away for school, temporarily in foster care, or temporarily removed from the home for a period of time. The child may be out of the home for six months and if not back in the home after six months, the assistance size will decrease unless there is court documentation justifying the reason the child has not been returned to the home.

Bedroom size will also be determined using the following guidelines:

A. Children of the opposite sex will not share a bedroom;

B. Children of the opposite sex (both under the age of two (2) will share a bedroom. If the child turns two (2) within two months of a tenant move, KCDC will increase the bedroom size allowance;

C. When there is a change in custody, the parent who receives residential custody will receive the appropriate voucher size. KCDC will not permit anyone to add a child to the lease that is not born to tenant, unless they have residential custody of the child or guardianship. Under extenuating circumstances notarized statement will be permitted;

D. Adults and children (unless under age two) will not be required to share a bedroom;

E. Foster adults and foster children will not be required to share a bedroom with family members;

F. Live-In Aides will be allowed a separate bedroom. To qualify as a live-in aide, the tenant's medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability must document the tenant needs a live-in aide. KCDC will screen and add the live-in aide to the tenant's assistance. (See Glossary for complete definition of live-in aide.)

G. Additional Member of Household may be added once they are deemed eligible through the screening process, however, if a tenant wants to add an adult member to the lease, they must have the approval of owner/landlord of the property and a lease addendum must be signed. Once the addendum is signed and the other adult member is added, they cannot be removed from the lease unless the owner/landlord permits the removal from the lease.

KCDC will grant exceptions to normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary (see Section 1.2 on requesting a reasonable accommodation). When a reasonable accommodation request is granted for a live in aide or for an extra bedroom for medical equipment, the independent contract inspection company will validate at each inspection if the additional bedroom is still being used for the approved accommodation.

The family unit size will be determined by KCDC according to the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size allocated. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family's voucher size will determine the maximum subsidy.

The voucher holders utility allowance will be based on the bedroom size of the voucher for which a household qualifies regardless of the size of the unit leased. KCDC will approve a utility allowance that is higher than the applicable utility schedule if needed as a reasonable accommodation.

7.2 Voucher Briefing

As the family's name reaches the top of the waiting list, the family will be invited to attend a briefing explaining how the program works. To receive a voucher, the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, their voucher will be withdrawn.

The briefing will cover at least the following subjects:

A. A description of the program;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside KCDC's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside KCDC's jurisdiction under portability, an explanation of how portability works;
Housing Voucher: A document issued by a housing agency to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing agency approval of a unit selected by the family. The voucher also states the obligation of the family under the program.

Housing Voucher Holder: A family that has an unexpired housing voucher.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Agency: In portability, both: (1) a housing agency that originally selected a family that later decides to move out of the jurisdiction of the selecting housing agency; and (2) a housing agency that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing agency.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrants such a reexamination.

Jurisdiction: The area in which KCDC has authority under state and local law to administer the program.

Lease: A written agreement between an owner and tenant for leasing a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between owner and KCDC.

Legal Capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the person; and
3. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not entitled to the HCV as the remaining member of the tenant family.

After submitting a completed Reasonable Accommodation Request, staff will verify information with a medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability, screen and add the live-in aide to the lease, and will disallow the income of the live-in aide if the medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability determines a live-in aide is needed full time.

If the medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability determines the tenant needs a part-time live-in aide, a part time live-in aide does not meet the definition of live-in aide since 982.420 (7) implies live in aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA.
# BOARD ACTION FORM

<table>
<thead>
<tr>
<th><strong>MEETING DATE</strong></th>
<th>November 21, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AGENDA ITEM DESCRIPTION</strong></td>
<td>Approval is requested to award contract C19006 to Gensler for Master Planning Services at the Austin Homes site.</td>
</tr>
</tbody>
</table>
| **SUBMITTED BY** | Name & Title: Ben Bentley, Executive Director/CEO  
Department: Executive Management |
| **MEETING TYPE** | [x] Regular  
[ ] Special |
| **AGENDA CLASSIFICATION** | [ ] Resolution  
[x] Regular |
| **BUDGET / FINANCIAL IMPACT** | Budgeted:  
Expenditure: $419,800.00 |
| **Source of Funds:** | Non-Federal Funds |
| **APPROVAL/REVIEWS** | [x] Department Head /Vice President  
[x] Budget/Finance  
[ ] Legal Counsel  
Name of Reviewer:  
[x] Executive Director/CEO  
[ ] Other - Name & Title: Procurement Dir. |
| **STAFF RECOMMENDED ACTIONS** | Approve: [x]  
Deny: [ ]  
Defer: [ ] |

## BACKGROUND

1. **What's the objective of the requested action?**  
This award allows KCDC staff to select Gensler to provide Master Planning services for the redevelopment of the Austin Homes site.

2. **Why is the action needed now?**  
This approval allows the master planning process to begin. This will determine the future development plans for the area and determines how the area is re-imagined.

3. **Who are the parties involved and what are their roles (if appropriate)?**  
Gensler, in partnership with the local A/E firm Johnson Architecture, will perform the work. KCDC's staff will interact with Gensler/Johnson to see the project brought to fruition.

4. **What are the long term and short term exposures to KCDC?**  
In the short term, the exposure is payment for these services. The long term exposure is a re-vitalized and thriving neighborhood.

## HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)

Austin Homes is a dated property situated in a neighborhood poised for tremendous growth and opportunity. This process will enable KCDC to establish a master plan so that this potential is maximized.

## ATTACHMENTS

Bid tabulation form
TO: The KCDC Board

FROM: Benjamin M. Bentley, Secretary

DATE: November 21, 2018

SUBJECT: Authorization to award Contract C19006 to Gensler for Master Planning Services at the Austin Homes Site.

KCDC’s Procurement Policy requires written formal solicitations (publicly advertised and opened) in all cases where the aggregate cost of the item(s) or service(s) requested is $25,000 or more. Staff requests Board approval of the following recommendation.

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Master Planning Services for the Austin Homes site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Source</td>
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<tr>
<td>Total Award Amount</td>
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<tr>
<td>Review Committee</td>
<td>Ben Bentley, CEO</td>
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<tr>
<td></td>
<td>Joyce Floyd, Vice President Strategic Planning and</td>
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<td></td>
<td>Development</td>
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<td></td>
<td>Brad Peters, Vice President of Redevelopment/Legal</td>
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<td>Services</td>
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<tr>
<td></td>
<td>Terry McKee, IT and Procurement Director</td>
</tr>
<tr>
<td>Nature of Solicitation</td>
<td>Formal Sealed Bids</td>
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<table>
<thead>
<tr>
<th>Company</th>
<th>Recommended for Approval</th>
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<tbody>
<tr>
<td>BarberMcMurry Architects</td>
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<tr>
<td>Design Innovations Architects</td>
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<tr>
<td>Farmer Morgan LLC</td>
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<tr>
<td>Gensler</td>
<td>Yes</td>
</tr>
<tr>
<td>McCarty Holsapple McCarty Inc.</td>
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</tr>
<tr>
<td>Michael Brady Inc.</td>
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<tr>
<td>Mosley Architects</td>
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<tr>
<td>Smith Gee Studio</td>
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<tr>
<td>Sparkman &amp; Associates Architects</td>
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<td>Studio Four Design</td>
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This solicitation was distributed to:

<table>
<thead>
<tr>
<th>KCDC's Web Page</th>
<th>KCDC's Registered Vendors</th>
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<tbody>
<tr>
<td>Associated Construction Women*</td>
<td>Associated General Contractors of Tennessee</td>
</tr>
<tr>
<td>Black Contractors Association+</td>
<td>Construction Market Data</td>
</tr>
<tr>
<td>Dodge Data &amp; Analytics</td>
<td>Hispanic Chamber of Commerce+</td>
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<tr>
<td>Knox County's Supplier Diversity Office+</td>
<td>Knoxville Area Urban League+</td>
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<td>Knoxville Builder's Exchange</td>
<td>Knoxville Chamber Partnership</td>
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<td>Knoxville's EBOP Office+</td>
<td>SCORE</td>
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<td>SERC</td>
<td>Tennessee Small Business Development Center</td>
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<td>Tennessee Minority Supplier Development Council+</td>
<td>Small Business Administration*</td>
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<tr>
<td>U.S. Department of Commerce Minority Business Development Agency+</td>
<td></td>
</tr>
</tbody>
</table>

* Denotes an organization promoting/assisting Woman Owned Businesses
+ Denotes an organization promoting/assisting Disadvantaged or Minority Owned Businesses