

Use on Review for Helen Ross McNabb, Dewine Road – MPC Meeting 3/9/17 Agenda Item 3-L-17-U

Community members are opposed to the use on review for this property, and request that this application be denied. Below are the General Standards taken from MPC's Development Standards that are considered for zoning issues. Our bullet points show the inconsistencies & why we disagree.

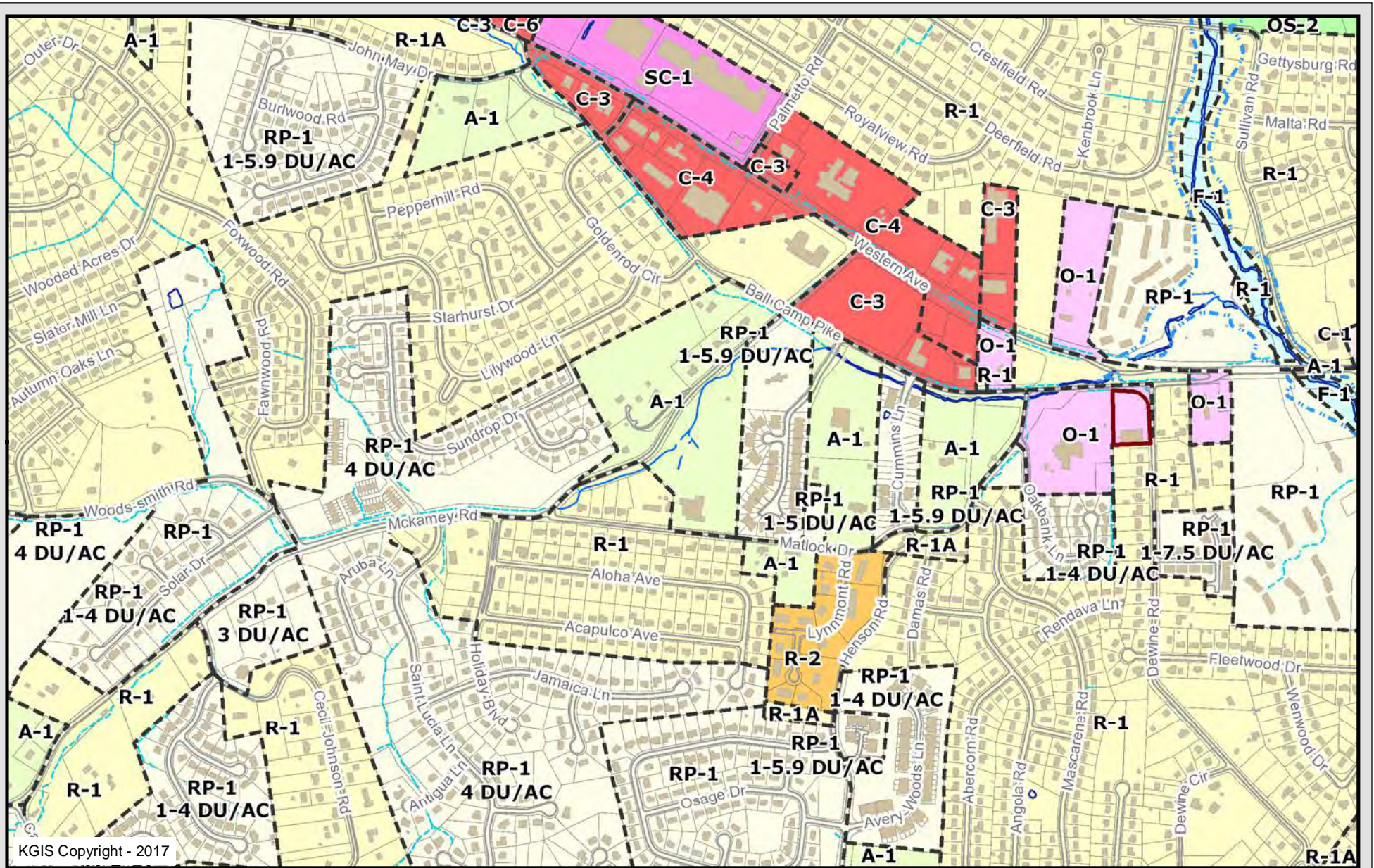
1. *The use is consistent with adopted plans and polices, including the "General Plan" and the "One Year Plan".*
 - The MPC Staff analysis (page 58-3) states that the Northwest City Sector Plan and the One Year Plan propose Low Density Residential uses for this site. It also states that the O-1 zone is regularly used as a transitional zone from more intense uses to lower intensity uses such as residential neighborhoods. This property is at the corner of Ball Camp Pike and Dewine Road. The zoning map included in the MPC staff analysis does not show the hundreds of residential dwellings in the surrounding area. However, the attached map depicts zoning within the surrounding area, which is predominantly residential, except for businesses located along Western Avenue. The community disagrees with the MPC staff analysis that this facility is consistent with the Sector and One Year Plans.
2. *The use is in harmony with the general purpose and intent of these zoning regulations.*
 - The Use on Review application stated that this is a hospital. Knox County has issued a request for proposals (RFP) to construct and operate a behavioral health facility in Knox County. Subsequently, an addendum was issued which responded to questions posed by the bidder. It is the community's understanding that Helen Ross McNabb (HRM) was the only bidder. The RFP addendum question #7 indicated that neither Knox County nor HRM has any idea of how this facility is classified. It was also stated (in Question #4) that minimal health care (limited to first aid) is being delivered per the RFP . Furthermore, doctors will not staff the facility 24/7 according to comments made by HRM to community members at a community meeting on March 2, 2017. This facility is being proposed to treat people who would otherwise be involuntarily incarcerated, as opposed to the existing neighboring HRM facility. Therefore, this facility is not a hospital. How can zoning be addressed when the facility does not fit the zoning classification?
 - Question #7 from the RFP – What facility license regulation needs to be obtained.... As it is not currently defined. The answer was that all licensing provisions required by the State of Tennessee apply. If the offerer (Knox County) and the vendor (HRM) do not know the answer to this, then how can MPC assign a zoning category for this facility?
 - Since the closing of the Lakeshore Mental Health Facility, it was reported by WATE on August 13, 2016 that there has been a spike in the inmate population in Knox County as well as the percentage of those inmates who were homeless at time of arrest. This has led to other zoning issues (725 Ebenezer Rd – see item #48, MPC File ID 1-I-17-RZ) where a rezoning was requested for an existing halfway house in a residential

neighborhood. It is clear to the community that MPC has not developed zoning standards for facilities that are being proposed to replace the Lakeshore Facility.

3. *The use is compatible with the character of the neighborhood where it is proposed, and with the size and location of buildings in the vicinity.*
 - The neighborhood is residential development, with commercial and office property situated on Western Avenue. Although HRM operated a treatment facility on the adjacent parcel, the proposed facility differs from the existing facility because it will house people who would otherwise be incarcerated. It is not clear to the community how this facility should be classified, because it is essentially an extension of the jail, and is staffed by law enforcement personnel. Inmates will be transported to and from the facility by law enforcement personnel. The zoning application and the RFP do not address the public safety aspects of the facility.
4. *The use will not significantly injure the value of adjacent property or by noise, lights, fumes, odors, vibration, traffic, congestion or other impacts detract from the immediate environment.*
 - The facility will involuntarily house people charged with criminal activity, and conduct treatment for substance abuse, and is staffed by law enforcement personnel. Thus, it is essentially an extension of the jail. Furthermore, this type facility has never been undertaken in the City of Knoxville or Knox County. It does not fit any current zoning designation. By its very nature, property values will be diminished by this facility.
5. *The use is not of a nature or so located as to draw additional traffic through residential streets.*
 - The MPC Staff analysis states that an additional 377 trips would be generated, and these would impact Ball Camp Pike. The traffic analysis did not consider the traffic from the existing surrounding neighborhoods already on Ball Camp Pike.
6. *The nature of development in the surrounding area is not such as to pose a potential hazard to the proposed use or to create an undesirable environment for the proposed use.*
 - This type of facility (combination of jail extension and treatment for substance abuse) has never been operated in Knox County. The applicant (HRM) is proposing to construct and operate this proposed facility in a residential neighborhood. This facility is NOT consistent with the residential nature of the community. The fact that HRM operates a treatment facility on an adjacent tract of land is irrelevant, because the existing facility treats individuals on a voluntary basis. The proposed facility has significant operational differences.
7. *Other relevant information.*
 - In a public meeting held on March 2, 2017, public officials stated that this proposed facility would not accept patients that had exhibited violent behavior. Refer to the RFP Addendum, Question #12. In reference to Attachment D (of the RFP), what are their arrest profiles? Answer – most will have a history of several public order crimes. Attachment D of the RFP lists the crimes committed by persons being referred to treatment, and these include violent behavior. Violent criminal conduct may disqualify admission. In other words, the facility will accept persons with criminal conduct. Thus, the entire premise of the proposed zoning application is rendered moot. Knox County MPC does not have a

defined zoning classification for the proposed facility because it is both a jail and a substance abuse treatment facility for criminals, both violent and non-violent people.

- It is not clear to the community that MPC, or Knox County, has adequately considered public safety in this application.
- The neighborhood is concerned that the proposed facility will undergo continued expansion. The existing HRM facility has been expanded before.
- The community understands that the state is funding this as a pilot program, with \$1.5 million being appropriated over a two year period. What will happen to the facility if it is not funded beyond the initial 2 year period? Other uses allowed under the “use on review” category include methadone treatment clinics or facilities, or halfway houses. This particular issue is of concern to the community because of the mis-information presented to the community in public meetings by public officials.



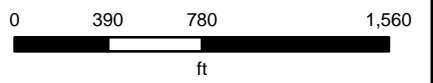
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MPC File 3-L-17-UR

MPC Meeting 3/10/17

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Knoxville - Knox County - KUB Geographic Information System



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2.2 - Office/Commercial Districts

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- 2.2.1. - O-1 office, medical, and related services district.

A.

General description. This district is intended to provide areas for professional and business offices and related activities that require separate buildings and building groups surrounded by landscaped yards and open areas. The intent herein is to provide centralized, compact locations for business offices, clinics, medical and dental offices, as well as suburban locations near residential neighborhoods.

B.

Uses permitted. The following uses shall be permitted in the O-1 office, medical, and related services district:

1.

Any use permitted and as regulated in the R-2 general residential district, except multi-dwelling structures or developments.

2.

Professional offices, including but not limited to offices for lawyers, architects and engineers.

3.

Business offices and membership organizations in which no activity is carried on catering to retail trade with the general public, and no stock of goods is maintained for sale to customers. These include but are not limited to offices for manufacturers' representatives, insurance and real estate agencies, financial service business associations, labor union offices, religious and political organizations.

4.

Medical, dental offices, and clinics.

5.

Private clubs and lodges.

6.

Art gallery and museums.

7.

Public and private schools.

8.

Beauty and barber shops.

9.

Radio, TV and recording studios.

10.

Accessory buildings and uses permitted customarily incidental and subordinate to permitted or permissible uses and structures.

11.

Recreational uses associated with and maintained primarily for the uses permitted above and for the benefit and use of the occupants and their guests.

12.

Establishments rendering business services associated with the uses listed above, including but not limited to the sale of office supplies and business forms and machines.

13.

Nameplate and signs relating only to the principal use as regulated in article V, section 10.

14.

Recycling collection facility as an accessory use only as regulated by article V, section 18.B.

15.

Halfway houses with maximum capacity of five (5) persons subject to the following standards:

a.

No other halfway house located within one (1) mile of this site.

b.

A site cannot be located within three hundred (300) feet of a park, school, or day care center.

c.

The use shall comply with all applicable city, state, and federal codes and regulations.

d.

The site shall be within one thousand (1,000) feet of an established transit route.

e.

Signs identifying a use as a halfway house are not permitted.

f.

The city police department must be provided with a written notification of the use prior to its occupancy.

16.

Personal gardens.

17.

Community gardens.

18.

Market gardens.

C.

Uses permitted on review. The following uses may be permitted on review by the planning commission in accordance with provisions contained in article VII, section 5:

1.

Any use permitted on review in the R-2 general residential district and multi-dwelling structures or developments as regulated in the R-2 district.

2.

Hospitals.

3.

Hotels and motels.

4.

Business colleges.

5.

Public and private colleges with student residence and dormitories associated therewith.

6.

Veterinary clinics.

7.

Off-street parking, class "C."

8.

Assisted living facility.

9.

Call centers.

10.

Commercial telecommunications towers.

11.

Churches.

12.

Methadone treatment clinic or facility.

13.

Halfway houses with greater than five (5) persons subject to the following standards:

a.

A site cannot be located within three hundred (300) feet of a park, school, or day care center.

b.

The use shall comply with all applicable city, state, and federal codes and regulations.

c.

The site shall be within one thousand (1,000) feet of an established transit route.

d.

Signs identifying a use as a halfway house are not permitted.

e.

The city police department must be provided with a written notification of the use prior to its occupancy.

D.

Area regulations. The area requirements for dwellings, and buildings accessory thereto, shall be the same as the area requirements for the R-2 general residential district.

The following requirements shall apply to all other uses permitted in this district:

1.

Front yard. All buildings shall [be] set back from the street right-of-way line to provide a front yard having not less than twenty-five (25) feet in depth.

2.

Side yard. Side yard requirements for residential uses shall be the same as in the R-2 district. Where a side yard is adjacent to a residential district, no nonresidential building shall be located closer than twenty (20) feet to the side lot line. In all other cases, no building shall be located closer than fifteen (15) to the side lot line.

3.

Rear yard. No building shall be located closer than thirty (30) feet to the rear lot line.

4.

Reserved.

5.

Maximum lot coverage.

a.

The maximum lot area which may be covered by residential structures shall be the same as required in the R-2 district.

b.

Other main and accessory buildings shall cover not more than thirty-five (35) percent of the lot area.

E.

Height regulations.

1.

Height regulations for dwellings shall be the same as those in the R-2 district.

2.

No other building or structure shall exceed forty-five (45) feet in height, except as provided in article V, section 5.

3.

When an O-1 district abuts an R-3 or C-2 district or for other special considerations, such as a planned office complex, the planning commission may consider on review, requests for an increase in the maximum height limitations; provided, however, that for each two (2) feet of building height above the maximum forty-five (45) feet, an additional one (1) foot of side yard be provided in addition to the minimum fifteen (15) feet; and further provided that for each additional two (2) feet of building height above forty-five (45) feet, the permitted lot coverage be reduced by one (1) percent.

F.

Off-street parking. As regulated in article V, section 7.

(Ord. No. 3623, 10-6-64; Ord. No. 3791, 5-18-65; Ord. No. 5397, 8-15-72; Ord. No. 5465, 12-5-72; Ord. No. 5466, 12-5-72; Ord. No. O-127-84, § 1(a)—(k), 8-14-84; Ord. No. O-198-84, § 1, 11-20-84; Ord. No. O-483-92, § 1(C)(1), 11-24-92; Ord. No. O-750-93, § 1, 12-21-93; Ord. No. O-197-96, § 1, 7-2-96; Ord. No. O-431-97, § 1, 10-7-97; Ord. No. O-371-99, § 1, 9-21-99; Ord. No. O-439-99, § 1, 10-19-99; Ord. No. O-251-01, § 1, 7-24-01; Ord. No. O-210-02, § 1, 5-28-02; Ord. No. O-66-04, § 1, 5-25-04; Ord. No. 176-06, § 1, 8-29-06; Ord. No. O-215-06, § 1, 10-24-06; Ord. No. O-40-08, § 1, 2-26-08; Ord. No. O-70-09, § 1, 5-5-09; Ord. No. O-83-2013, § 1, 5-28-13; Ord. No. O-126-2015, § 7, 7-21-15)



OFFICE OF COUNTY MAYOR TIM BURCHETT

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

**Knox County Procurement Division
Addendum I to Request for Proposal 2404
Behavioral Health Urgent Care Center**

Addendum Date: July 29, 2016

Buyer: Matt Myers, CPPO, CPPB

Opening Date: August 16, 2016 @ 2:00 pm

Total Pages: 3 Total Pages

Questions and Answers

Question #1. Are start-up funds available?

Answer #1. Knox County has budgeted \$200,000 for the current fiscal year to go towards operational costs. Discussions are on-going with the City of Knoxville and the State of Tennessee for future funding.

Question #2. Would the provider have to bill an MCO (Managed Care Provider) for SA (Substance Abuse) treatment? If so, what are the rates?

Answer #2. It is the intent of the County that the provider have these services available in-house and be part of the cost associated with operating the facility.

Question #3. No mention of needing to be a licensed but this would take quite the time to obtain licensing for the building and then the program operations as well.

Answer #3. See Sections 2.6 and 4.5.3 of Request for Proposal 2404.

Question #4. With the title of – BH Urgent Care Center—how much medical care is expected on site and how do we bill for this or is this cost reimbursement as well?

Answer #4. It is expected that “medical care” will be minimal and confined to simple first aid.

Question #5. In reference to 4.1 under Scopes of Work: Can you clarify where referral will derive from? Specifically, can referrals come from crisis providers, emergency departments, other clinical providers, or only from arresting officer or Judge?

Answer #5. Referrals may be received from all of the above. However, it is anticipated that most referrals will come from Law Enforcement.

- Question #6. In reference to 4.5.2 under Requirements re: the “72 hour jail diversion program”: Does this imply that all referrals must stay for 72 hours? Can this be clinically determined to be less if assessment, referrals, and transition are completed?
- Answer #6. Yes.
- Question #7. What is the County’s expectation/recommendation on what facility license regulation needs to be obtained for the “72 hr. Jail Diversion Program” as it is not currently defined (for example, CSU has a license specifically for CSU level of care)?
- Answer #7. All applicable licensing provisions required by the State of Tennessee apply.
- Question #8. Can the proposal include more than one option for facility site for the County’s consideration?
- Answer #8. Yes.
- Question #9. What is the expected capacity for the facility?
- Answer #9. Initially, eight to ten (8 – 10) crisis and sobering stations each. However, based on the Proposer’s submitted pro forma, this could be more or less.
- Question #10. What is the legal status of the individual either brought in directly by law enforcement or processed through Sessions Court (are they released on their own recognizance)?
- Answer #10. This status could vary. Could be in protective custody, no charges filed yet, or be on recognizance bond if through General Sessions Court.
- Question #11. In reference to Attachment D (charges), can Knox County estimate the number of individuals that would be an appropriate referral to the jail diversion program (exhibiting symptoms of mental illness or substance abuse)?
- Answer #11. While this number is difficult to speculate, prior history suggests upward of 4000 yearly.
- Question #12. In reference to Attachment D (charges), of the 172 defendants representing 30.5% of the total charges, what are their arrest profiles?
- Answer #12. Most will have a history of several public order crimes. Violent criminal conduct may disqualify admission.
- Question #13. In reference to Attachment D (charges), of the total number of charges (2,378), how many individuals does this represent?
- Answer #13. Estimated between 400 and 600.
- Question #14. In a given year, on how many inmates does Knox County initiate detoxification protocols?
- Answer #14. Between 500 and 1000 persons although many never complete in that they are released or transferred to another facility.

Question #15. Will the cost of the community policing station be outside of the RFP proposal?

Answer #15. Yes.

Question #16. Will the cost of the televideo magistrate be outside of the RFP proposal?

Answer #16. Yes.

*Addendum must be acknowledged in Section V Proposal Format, Part I Proposer Information.

A handwritten signature in cursive script that reads "Matthew F. Myers".

Matthew F. Myers, CPPO, CPPB
Deputy Director of Purchasing
Knox County Government

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Requirements for the location & development of methadone treatment

4.81. - Requirements for the location and development of methadone treatment clinics or facilities as uses permitted on review in the OA, Office Park, and OB, Office, Medical and Related Services, Zones.

This section prescribes the conditions under which methadone treatment clinics or facilities may be permitted as uses permitted on review in the OA, Office Park, and OB, Office, Medical, and Related Services, Zones.

4.81.01. Minimum requirements.

A.

The approval by the planning commission of a methadone treatment clinic or facility shall be contingent upon the receipt of the appropriate license and certificate of need by the state department of health.

B.

Applicants seeking approval of a methadone treatment facility shall provide written documentation that the county sheriff's department has been notified in writing regarding the facility's proposed location, hours of operation, programs and treatment methods offered, and staffing levels and qualifications. This same information shall be made available to the planning commission as part of the use-on-review application.

C.

The clinic or facility shall not be located within one thousand (1,000) feet of any school, day care facility, park, church, residential use, pharmacy, or similar facility that sells or dispenses either prescription drugs or over the counter drugs, as measured from property line to property line.

D.

The clinic or facility shall not be located within one thousand (1,000) feet of any establishment that sells alcoholic beverages, for either on- or off-premise consumption, measured from property line to property line.

E.

The facility shall be located on and have access to an arterial street as shown on the Major Road Plan for Knoxville and Knox County, Tennessee.

F.

In reviewing each application, the planning commission may establish additional requirements or conditions of approval to further reduce the impact such a facility may have on surrounding properties.

(Ord. No. O-04-4-101, § 1(Exh. A), 5-24-04; Ord. No. O-12-9-102, § 1(Exh. A), 10-22-12)

The Procurement Division of Knox County Tennessee will receive sealed proposals to **Develop and Manage a Behavioral Health Urgent Care Center** as specified herein. Proposals must be received by **2:00 p.m. on August 16, 2016**. Late proposals will be neither considered nor returned.

**Deliver Proposals To:
Proposal Number 2404
Knox County Procurement Division
Suite 100, 1000 North Central Street
Knoxville, Tennessee 37917**

The Proposal Envelope must show the Proposal Number, Proposal Name and Closing Date.

SECTION I GENERAL TERMS AND CONDITIONS

1.1 ADDITIONAL INFORMATION: Please direct all requests for additional information to Matt Myers, CPPO, CPPB, Deputy Director of Procurement, at 865.215.5750. Questions must be emailed to matt.myers@knoxcounty.org. Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at www.knoxcounty.org/Procurement.

1.2 ACCEPTANCE: Vendors shall hold their submittal firm and subject to acceptance by Knox County for a period of one (1) year from the date of the Proposal closing.

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

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

1.4 AWARD: Award will be made to the most responsive, responsible proposer meeting specifications, who presents the service that is in the best interest of Knox County. Knox County reserves the right to award this Proposal on an all-or-none basis. The evaluation criteria are listed herein. Knox County also reserves the right to not award this Proposal.

1.5 BUSINESS OUTREACH PROGRAM: Knox County has established a Business Outreach Program, which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering. Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein.

In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Business Outreach Program please contact:

Diane Woods, Business Outreach Administrator
diane.woods@knoxcounty.org
Telephone: 865.215.5760, Fax: 865.215.5778

1.6 CONFLICT OF INTEREST: Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the closing of this Proposal.

1.7 COPIES: Knox County requires that proposals be submitted as one (1) marked original and seven (7) exact copies. An electronic copy is also required on CD or flash drive in one (1) complete pdf file. Knox County requests that proposals be concise with no duplication of answers. Financial statements must be submitted in electronic form.

- 1.8 **DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and proposers must comply with the condition. Failure to comply with any such condition may result in their Proposal being considered non-responsive and disqualified.
- 1.9 **ELECTRONIC TRANSMISSION OF PROPOSALS:** Knox County's Procurement Division **will not** accept electronically transmitted proposals. Due to the nature of information requested, all submissions shall be in written format and delivered or mailed to the address listed on Page 1. Knox County shall not be liable for Proposals delivered to any other address, other than listed on Page 1, even if advised of proof of pickup for delivery.
- 1.10 **HOW TO DO BUSINESS:** Knox County utilizes a web-based procurement software system, "Knox Procurement On-Line." The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at www.knoxcounty.org/Procurement, register as a vendor in our on-line Procurement system, "Knox Procurement On-Line," if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.11 **INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the proposer in the preparation of their Proposal. Proposer should assess the requirements of the Proposal and respond accordingly.
- 1.12 **NON-COLLUSION:** Proposers, by submitting a signed Proposal certify that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.13 **POSSESSION OF WEAPONS:** All vendors, their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose contract requires possession of firearms or other weapons to successfully complete their contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.14 **PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.15 **PROPOSAL DELIVERY:** Knox County requires proposers, when hand delivering proposals, to time and date stamp the envelope before depositing it in the bid box. Knox County will not be responsible for any lost or misdirected mail sent by common carrier. Knox County shall also not be responsible for proposals delivered to addresses other than the one listed at the top of this solicitation. The time clock in the Procurement Division shall serve as the official record of time.
- Submittals must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.
- 1.16 **RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that proposals:
- 1.16.1 Be submitted on recycled paper
 - 1.16.2 Not include pages of unnecessary advertising
 - 1.16.3 Be made on both sides of each sheet of paper when appropriate
- 1.17 **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective proposer to review the entire Request for Proposal (RFP) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or proposing procedures must be received in the Procurement Division by 12:00 pm local time on July 26, 2016. These requirements also apply to specifications that are ambiguous.

- 1.18 **SIGNING OF PROPOSALS:** In order to be considered all proposals must be signed. Please sign the original in blue ink. By signing the Proposal document, the vendor acknowledges and accepts the terms and conditions stated in the document.
- 1.19 **VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the goods or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidders' list for twenty-four (24) months.
- 1.20 **VENDOR REGISTRATION:** Prior to the closing of this Proposal, **ALL PROPOSERS** must be registered with the Knox County Procurement Division. Please register on-line at our website at www.knoxcounty.org/Procurement and click on "Online Vendor Registration." Proposers must be registered with the Procurement Division prior to submitting their Proposal.
- 1.21 **WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

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

- 2.1 **ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 **APPROPRIATION:** In the event no funds are appropriated by Knox County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- 2.3 **ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 **BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 **CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 **COMPLIANCE WITH ALL LAWS:** Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- 2.7 **DEFAULT:** If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive solicitation.
- 2.8 **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.

- 2.9 INCORPORATION:** All specifications, drawings, technical information, Request for Proposal, Proposal, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.10 INDEMNIFICATION/HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.11 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent Contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.
- 2.12 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.13 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.14 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total Contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.15 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Written Contract, (2) Request for Proposal, (3) Proposal Submittal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.16 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.17 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- 2.18 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.19 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its signed Proposal it is current in its respective Federal, State, County, and City taxes of whatever kind or nature and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.

- 2.20 **TERMINATION:** County may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- 2.21 **WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, Proposal and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to contract with an agency capable of developing and managing a Behavioral Health Urgent Care Center for Knox County Government. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.
- 3.2 **CONTRACT EXECUTION:** The award of this Proposal will result in a Contract between Knox County and the successful vendor. The Knox County Procurement Division will draft this Contract and no vendor forms, (e.g.: Terms and Conditions, service agreements, or standard company forms) will be accepted as Contract attachments. The Contract will require Knox County Commission approval. The successful Proposer will be required to be present at these meetings at the appropriate time. This shall be at no cost to Knox County.
- 3.3 **DEADLINE FOR QUESTIONS:** The deadline for questions shall be July 26, 2016 at 12:00 PM local time. All questions must be submitted in writing as stated in Section 1.1. Questions received after this date and time will not receive responses. All questions will be answered via addenda issued no later than August 2, 2016 by the Knox County Procurement Division. No verbal response shall be binding on Knox County.
- 3.4 **EVALUATION CRITERIA:** The following criteria will be the basis for the award.

Experience of the Entity	40 Points
Experience of Individuals performing the services	20 Points
Evidence of Ability to manage a facility of this type and nature	20 Points
Proposed Services Offered (Programming)	40 Points
Proposed Development Plan	40 Points
Proposed Operational Costs	20 Points
References of Similar Clients	20 Points

- 3.5 **EVALUATION REVIEW:** Knox County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best-evaluated vendor. This information may be appended to the Proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's Proposal, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County. These discussions/interviews shall be at no cost to Knox County.
- 3.6 **INSURANCE CHECKLIST:** Vendors and their insurance agents must sign the attached insurance requirement form and submit it with their Proposal. This serves as proof that the vendor can and will obtain and maintain the insurance required for this Contract. Upon notification of Intent to Award, the successful vendor shall be required to submit a Certificate of Insurance (COI) and Endorsement Page(s) showing the specified coverage and listing Knox County Government as additional insured. It shall be the successful proposer's responsibility to keep a current COI on file with Knox County Procurement during the full term of the Contract.
- 3.7 **NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of any contractor. Contractors are not to make news releases concerning any resultant Contract from this solicitation without prior written approval of Knox County.

- 3.8 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any proposer with any Knox County representative, other than the Procurement Division representative listed herein, concerning this Request for Proposal is strictly prohibited. Any such unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Vendors may be required to sign an affidavit to this policy.
- 3.9 PRE-PROPOSAL CONFERENCE:** There will be a Pre-Proposal conference beginning at 2:00 p.m. (Local Time) July 19, 2016 at the Knox County Procurement Division, 1000 North Central Street, Suite 100, Knoxville TN 37917. Please review your copy of this solicitation and bring it with you. The Pre-Proposal conference is for informational purposes only. Proposers are cautioned that nothing is legal or binding on Knox County unless stated in writing and made a part of this solicitation. Official addenda must be issued from the Knox County Procurement Division.
- 3.10 PROPOSAL FORMAT:** This solicitation is in the Request for Proposal (RFP) format. At the specified date and time, each proposer's name will be publicly read aloud. No further information will be given at that time. Evaluation of the proposals will proceed as expeditiously as possible and successful, as well as unsuccessful, notification will be given.
- 3.11 PROPOSAL TIMELINE:** The following lists the dates and activities associated with this Request for Proposal. Please be advised these are tentative dates and are subject to change.
- | | |
|---------------------------------------|-----------------|
| Release of RFP to Proposers | July 1, 2016 |
| Pre-Proposal Conference | July 19, 2016 |
| Deadline for questions | July 26, 2016 |
| Knox County responds to questions | August 2, 2016 |
| Proposals due to Procurement Division | August 16, 2016 |
| Evaluate and select successful vendor | TBD |
| County Commission Approval | TBD |
- 3.12 TERM OF AGREEMENT:** Knox County intends to issue an initial five (5) year award. Upon the mutual agreement of the vendor and Knox County, the award may be extended for two (2) additional five (5) year terms. This may result in a total of fifteen (15) years. The renewal option is at the discretion of Knox County. Should Knox County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability or other service issues arise with the vendor.

SECTION IV SCOPE OF WORK

- 4.1 SCOPE:** The goal of the Behavioral Health Urgent Care Center is to provide an alternative to jail for qualified low risk offenders who, in the opinion of the arresting officer or Judge, have exhibited signs of mental illness and/or substance abuse, and for whom treatment rather than incarceration will be beneficial. This facility is not currently envisioned to be an open facility for any individual or their families to seek care.
- 4.2 SITUATION:** Currently, there are eight times as many individuals with severe persistent mental illness in the correctional system as are in psychiatric facilities. It is estimated that 18% to 25% of the inmates in the Knox County Jail are severely and persistently mentally ill. Knox County conducts approximately 4,000 arrests per year for public intoxication. Fewer than 80 individuals account for 25% of these arrests. The Behavioral Health Urgent Care Center would create many benefits to the Knoxville/Knox County Community by:
- Reducing jail bed days
 - Increasing treatment opportunities
 - Creating more efficient use of scarce community resources
 - Reducing reentry into the criminal justice system at a later date
- 4.3 GOAL:** The Knox County District Attorney General (DAG) has identified two (2) separate avenues by which a diversion entry into a proposed Behavioral Health Urgent Care Center may occur. Both are for the purpose of providing mental health assistance to those individuals that the DAG believes may benefit from such service and therefore minimize the individual's chances of reentry into the criminal justice system at a later date.

The first avenue involves nine (9) low level misdemeanors charges, listed below(*), that have been approved as crimes which law enforcement officers may divert charged individuals who they believe require mental health assistance straight to the Behavioral Health Urgent Care Center. Once at the Behavioral Health Urgent Care Center, these individuals would have a video arraignment with a magistrate, be screened for entry by Behavioral Health Urgent Care Center personnel and then have their charges dismissed upon successful completion of all Behavioral Health Urgent Care Center requirements.

(*) Low level misdemeanor charges include Public Intoxication, Disorderly Conduct, Resisting Arrest, Criminal Trespass, Underage Consumption, Public Indecency, Obstructing Sidewalk, 911 Calls and Aggressive Panhandling. Attachment D lists the number of arrests for these low level charges for a three (3) month period and should be used as a guide for the load analysis and requested Pro Forma.

The second avenue involves individuals charged with more serious crimes but whom the DAG believes would benefit from entry into the Behavioral Health Urgent Care Center after an initial appearance in court. These individuals would be processed through Sessions Court to the Behavioral Health Urgent Care Center. Behavioral Health Urgent Care Center personnel would then screen them for entry and they may also have their charges dismissed upon successful completion of all Behavioral Health Urgent Care Center requirements.

4.4 PROPOSAL: Knox County is seeking proposals to provide and operate a building, including any renovation costs, in sufficient size and function to provide the requested services of this RFP. Existing facilities within the corporate boundaries of Knox County shall be given special consideration.

4.5 REQUIREMENTS:

4.5.1 Qualified Applicant: 501(c) (3) non-profit corporation with the capacity to develop, operate and manage a Behavioral Health Urgent Care Center for a period of five (5) years with the potential of extending this period depending upon success of the program. In order to be a qualified applicant, the applicant must have:

- A minimum of ten (10) years experience in community mental health;
- The financial capacity to undertake the project as demonstrated by certified annual audits for the last five (5) years;
- The administrative capacity to undertake the project as demonstrated by a specific plan for administering the Behavioral Health Urgent Care Center during development and operation
- A summary of the development team

4.5.2 Qualified Project: A building (existing or renovated) that is sufficient in size and scope to accommodate a 72-Hour Jail Diversion Program, a 72-Hour Crisis Stabilization Unit with the features indicated in the Qualified Program requirement (below) and the provision of 24/7 on-site staffing for all programs and features. In order to be a qualified project, the application must contain:

- An analysis of the load required in estimated number of intakes, number of accommodations, number of consultations or interventions anticipated and the number of discharges to accommodate a 72-Hour Jail Diversion Program and a 72-Hour Crisis Stabilization Unit with the features required in the Qualified Program section (below). The load analysis must provide the expected peak load, the expected minimum load and the expected average load. Further, the applicant shall justify the size and components of the Behavioral Health Urgent Care Center based on the load analysis.
- A development pro forma listing all sources and uses for the development of the building.
- Firm commitments by all sources of funds other than the source the applicant proposes from the Knox County fund.
- An operating pro forma for three (3) years which includes all income and expenses of the building including provisions for replacement reserves.
- A specific request to Knox County for any necessary development funds.
- If the applicant proposes a Section 108 Loan, the applicant must submit a complete Section 108 application to the specifications required by US Department of Housing and Urban Development (“HUD”) at 24 CFR 570.704.

4.5.3 Qualified Program: A program design of a minimum of ten (10) years in duration which encompasses 24/7 on-site staffing, a 72-hour Jail Diversion Program, and a 72-hour Crisis Stabilization Unit program with the following features:

- A licensed Mental Health and Addiction medical staff and crisis intervention team focusing on alcohol, drug and mental health treatment
- Specialty experience in providing behavioral crisis services
- Must have demonstrated experience working with law enforcement in assisting people with mental health and/or substance abuse services
- Strategic partnerships and demonstrated support with letters of recommendation from other Behavioral and Physical health care providers
- Ability to mingle male and female populations during treatment sessions, activities, meals, etc. However, male and female populations must be kept separate during sleeping hours or as required for security purposes.
- Abide by all current HIPAA Regulations and search for allowable changes that would permit/improve sharing opportunities between healthcare providers and law enforcement
- A reception center which will provide an area for a web-based and/or video interface with a Judge
- On-site community policing office for security
- Mental health services to pre-and post-adjudication incarcerated individuals
- Access to intensive care management services
- Experience working with the homeless population and links to housing services
- Ability to develop and implement post-incarceration services such as housing, case management and mental healthcare
- Ability to access multiple housing options following treatment at the Behavioral Health Urgent Care Center, including but not limited to transitional housing, residential treatment facilities and sober living homes.

4.5.3.1 The applicant shall provide a breakdown of all staffing required to operate the program based on the load defined by the load analysis.

- The staff breakdown shall include the name of each full-time or part-time position; the salary of each position; and the number of full-time equivalents required to meet the load analysis.
- A summary of the proposals of the operational team, licenses and certifications of key personnel for project.

4.5.4 Operational Funding: The applicant shall provide a program operations budget for a period of five (5) years that shows a breakdown of program operating costs and program operating income:

- Operating costs shall include a single line item for building operations from the operating pro forma required in the Qualified Project (above).
- Operating costs shall include all costs for operating the Behavioral Health Urgent Care Center, including: all staffing, office, administrative and overhead costs attributable to the Behavioral Health Urgent Care Center.
- Operating income shall include all sources of committed income and all sources of anticipated income.

4.5.4.1 Committed income shall be labeled and evidence of a firm commitment shall be included in the application.

4.5.4.2 Anticipated income shall be labeled and the applicant shall state the applicant's history of obtaining the anticipated income from the specific source cited.

SECTION V PROPOSAL FORMAT

Proposers are to use the following format for the submission of their proposals. Proposals shall meet the Requirements stated in Section IV Scope of Work or will be rejected by Knox County as incomplete. The County may waive technical deficiencies at its discretion, providing the Applicant corrects the deficiency within two (2) business days of notification. Please include one (1) original, seven (7) exact copies and one (1) electronic copy with your submittal. The electronic copy may be included with the financial audit.

Part I PROPOSER INFORMATION

Letter authorizing the submission of Proposal
Proposer's name, address and telephone number
Knox County Vendor Number
Contact person, telephone number and email address
Copy of current Knox County Business License (if applicable)
Federal Tax ID Number
Copy of current State of Tennessee License to operate a Mental Health Facility, if applicable
References of Similar Clients (Attachment A)
Signed Insurance Checklist (Attachment B)
Signed Non-Collusion Affidavit of Prime Proposer (Attachment C)
Acknowledgement of Addenda (if issued)

Part II QUALIFIED APPLICANT

Experience of the Entity
Capacity Statement of Proposer
Administrative Capacity with Resumes of key individuals and their Roles
Annual Audits for the preceding five (5) years (on CD or flash drive)
Proposed Development Team and their Roles

Part III QUALIFIED PROJECT

Project Description (facility only)
Load Analysis (facility only)
Development Pro Forma (facility only)
Operating Pro Forma (facility only)
Specific Funding Request (facility only)
Development Plan and Timeline

Part IV QUALIFIED PROGRAM

Program Description
Program Offerings
Program Staffing
Post-Incarceration Services Available

Part V PROGRAM OPERATING COSTS

Complete Operational Budget (Annually and Five Year Projection)

Part VI ADDITIONAL INFORMATION

Any additional information the proposer wishes to provide

ATTACHMENT A
REFERENCES OF SIMILAR ACCOUNTS

Bidder shall submit a list of three projects of similar size, which have been in service for one (1) year or longer.

Reference # 1

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person email address: _____
Nature of contract: _____
Dollar amount: \$_____ (over the life of the contract)
Contract start date: _____ Contract end date: _____

Reference # 2

Name of Firm: _____
Address: _____
Contact Person: _____
Contact Person email address: _____
Nature of contract: _____
Dollar amount: \$_____ (over the life of the contract)
Contract start date: _____ Contract end date: _____

Reference # 3

Name of Firm: _____
Address: _____ Phone Number _____
Contact Person: _____
Contact Persons email address: _____
Nature of contract: _____
Dollar amount: \$_____ (over the life of the contract)
Contract start date: _____ Contract end date: _____

**ATTACHMENT B
KNOX COUNTY PROCUREMENT DIVISION
INSURANCE CHECKLIST
REQUEST FOR PROPOSAL NUMBER 2404**

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

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS																																																						
YES	1.	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE																																																						
YES	2.	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT																																																						
YES	3.	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th colspan="4">AUTOMOBILE LIABILITY</th> </tr> <tr> <td style="text-align: center;">X</td> <td>ANY AUTO-SYMBOL (1)</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	AUTOMOBILE LIABILITY				X	ANY AUTO-SYMBOL (1)																			<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>COMBINE SINGLE LIMIT (Per -Accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODY INJURY (Per -Person)</td> <td></td> </tr> <tr> <td>BODY INJURY (Per-Accident)</td> <td></td> </tr> <tr> <td>PROPERTY DAMAGE (Per-Accident)</td> <td></td> </tr> </table>	COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000	BODY INJURY (Per -Person)		BODY INJURY (Per-Accident)		PROPERTY DAMAGE (Per-Accident)																							
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NO	11.	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM																																																						
NO	12.	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)																																																						
NO	13.	MOTOR CARGO INSURANCE																																																							
NO	14.	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE																																																						
NO	15.	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION																																																						
NO	16.	INLAND MARINE BAILEE'S INSURANCE	\$1,000,000																																																						
NO	17.	DISHONESTY BOND	\$																																																						
NO	18.	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.																																																						
NO	19.	USL&H	FEDERAL STATUTORY LIMITS																																																						

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

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

22. THE COUNTY SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS' COMPENSATION AND AUTO. ENDORSMENT PAGE(S) SHALL BE INCLUDED WITH THE COI.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED _____.

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

Agency Name: _____ Authorizing Signature: _____

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

Proposer Name: _____ Authorizing Signature: _____

ATTACHMENT C

NONCOLLUSION AFFIDAVIT OF PRIME PROPOSER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:
(Print)

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any other Proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Knox County, TN or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me
this _____ day of _____, 2016

(Signature)

My commission expires _____

Attachment D
Public Order Charges Knoxville/Knox County April 1 to June 30, 2016

Charges April 1 to June 30, 2016	Total	Percent
AGG CRIMINAL TRESPASS (IN HABITATION, HOSPITAL OR SCHOOL)	17	0.71%
AGGRESSIVE PANHANDLING (FIRST OFFENSE)	32	1.35%
AGGRESSIVE PANHANDLING (SECOND OR SUBSEQUENT OFFENSE)	1	0.04%
ATTEMPT TO COMMIT SIMPLE POSSESSION/CASUAL EXCHANGE	6	0.25%
ATTEMPTED POSSESSION OF DRUG PARAPHERNALIA	14	0.59%
CRIMINAL TRESPASS	189	7.95%
CRIMINAL TRESPASSING, AGGRAVATED (CAUSES FEAR, NOT HABITATION, HOSPITAL OR SCHOOL)	1	0.04%
DISORDERLY CONDUCT (FAILING TO OBEY ORDER TO DISPERSE)	1	0.04%
DISORDERLY CONDUCT (FIGHTING, VIOLENT, OR THREATENING BEHAVIOR)	53	2.23%
DISORDERLY CONDUCT (HAZARDOUS OR PHYSICALLY OFFENSIVE CONDITION)	5	0.21%
DISORDERLY CONDUCT (UNREASONABLE NOISE)	68	2.86%
OBSTRUCTING SIDEWALK, ROADWAY, RAILWAY, WATERWAY, AISLE, ELEVATOR OR HALL OPEN TO PUBLIC	127	5.34%
POSSESSION OF DRUG PARAPHERNALIA	489	20.56%
PROHIBITED 911 CALLS (NON-EMERGENCY)	5	0.21%
PUBLIC INDECENCY (FIRST OR SECOND OFFENSE)	16	0.67%
PUBLIC INTOXICATION	627	26.37%
RESISTING STOP, FRISK, HALT, ARREST OR SEARCH PREVENT SERVICE OF PROCESS	89	3.74%
SIMPLE POSSESSION/CASUAL EXCHANGE	532	22.37%
SIMPLE POSSESSION/CASUAL EXCHANGE (THIRD OR SUBSEQUENT OFFENSE)	11	0.46%
SIMPLE POSSESSION/CASUAL EXCHANGE OF METHAMPHETAMINE	23	0.97%
UNDERAGE CONSUMPTION OF ALCOHOLIC BEVERAGES, WINE OR BEER	72	3.03%
Grand Total of Charges	2,378	

172 Defendants have 3 or more charges (726) in 3 months representing 30.5% of charges



OFFICE OF COUNTY MAYOR TIM BURCHETT

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

Knox County Procurement Division Addendum I to Request for Proposal 2404 Behavioral Health Urgent Care Center

Addendum Date: July 29, 2016

Buyer: Matt Myers, CPPO, CPPB

Opening Date: August 16, 2016 @ 2:00 pm

Total Pages: 3 Total Pages

Questions and Answers

Question #1. Are start-up funds available?

Answer #1. Knox County has budgeted \$200,000 for the current fiscal year to go towards operational costs. Discussions are on-going with the City of Knoxville and the State of Tennessee for future funding.

Question #2. Would the provider have to bill an MCO (Managed Care Provider) for SA (Substance Abuse) treatment? If so, what are the rates?

Answer #2. It is the intent of the County that the provider have these services available in-house and be part of the cost associated with operating the facility.

Question #3. No mention of needing to be a licensed but this would take quite the time to obtain licensing for the building and then the program operations as well.

Answer #3. See Sections 2.6 and 4.5.3 of Request for Proposal 2404.

Question #4. With the title of – BH Urgent Care Center—how much medical care is expected on site and how do we bill for this or is this cost reimbursement as well?

Answer #4. It is expected that “medical care” will be minimal and confined to simple first aid.

Question #5. In reference to 4.1 under Scopes of Work: Can you clarify where referral will derive from? Specifically, can referrals come from crisis providers, emergency departments, other clinical providers, or only from arresting officer or Judge?

Answer #5. Referrals may be received from all of the above. However, it is anticipated that most referrals will come from Law Enforcement.

Question #6. In reference to 4.5.2 under Requirements re: the “72 hour jail diversion program”: Does this imply that all referrals must stay for 72 hours? Can this be clinically determined to be less if assessment, referrals, and transition are completed?

Answer #6. Yes.

Question #7. What is the County’s expectation/recommendation on what facility license regulation needs to be obtained for the “72 hr. Jail Diversion Program” as it is not currently defined (for example, CSU has a license specifically for CSU level of care)?

Answer #7. All applicable licensing provisions required by the State of Tennessee apply.

Question #8. Can the proposal include more than one option for facility site for the County’s consideration?

Answer #8. Yes.

Question #9. What is the expected capacity for the facility?

Answer #9. Initially, eight to ten (8 – 10) crisis and sobering stations each. However, based on the Proposer’s submitted pro forma, this could be more or less.

Question #10. What is the legal status of the individual either brought in directly by law enforcement or processed through Sessions Court (are they released on their own recognizance)?

Answer #10. This status could vary. Could be in protective custody, no charges filed yet, or be on recognizance bond if through General Sessions Court.

Question #11. In reference to Attachment D (charges), can Knox County estimate the number of individuals that would be an appropriate referral to the jail diversion program (exhibiting symptoms of mental illness or substance abuse)?

Answer #11. While this number is difficult to speculate, prior history suggests upward of 4000 yearly.

Question #12. In reference to Attachment D (charges), of the 172 defendants representing 30.5% of the total charges, what are their arrest profiles?

Answer #12. Most will have a history of several public order crimes. Violent criminal conduct may disqualify admission.

Question #13. In reference to Attachment D (charges), of the total number of charges (2,378), how many individuals does this represent?

Answer #13. Estimated between 400 and 600.

Question #14. In a given year, on how many inmates does Knox County initiate detoxification protocols?

Answer #14. Between 500 and 1000 persons although many never complete in that they are released or transferred to another facility.

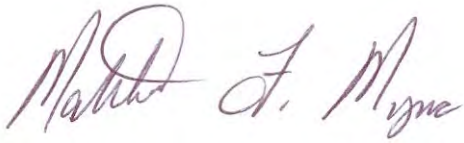
Question #15. Will the cost of the community policing station be outside of the RFP proposal?

Answer #15. Yes.

Question #16. Will the cost of the televideo magistrate be outside of the RFP proposal?

Answer #16. Yes.

*Addendum must be acknowledged in Section V Proposal Format, Part I Proposer Information.

A handwritten signature in cursive script, reading "Matthew F. Myers". The ink is a reddish-brown color. The signature is written in a fluid, connected style.

Matthew F. Myers, CPPO, CPPB
Deputy Director of Purchasing
Knox County Government

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(24) "Hospice patient" means only a person who has:

(A) Been diagnosed as terminally ill;

(B) Been certified by a physician, in writing, to have an anticipated life expectancy of six (6) months or less; and

(C) Voluntarily requested admission to, and been accepted by a licensed hospice;

(25) "Hospice services" means a coordinated program of care, under the direction of an identifiable hospice administrator, providing palliative and supportive medical and other services to hospice patients and their families in the patient's regular or temporary place of residence. Hospice services shall be available twenty-four (24) hours a day, seven (7) days a week pursuant to the patient's hospice plan of care. Notwithstanding any other law, a licensed hospice may provide services to a person who is not a hospice patient; provided, that services to a non-hospice patient shall be limited to palliative care only. Hospice services may be provided in an area designated by a hospital for exclusive use by a home care organization certified as a hospice provider to provide care at the hospice inpatient or respite level of care in accordance with the hospice's medicare certification. Admission to the hospital is not required in order for a patient to receive hospice services, regardless of the patient's length of stay. The designation by a hospital of a portion of its facility for exclusive use by a home care organization to provide hospice services to its patients shall not:

(A) Alter the license to bed complement of such hospital; or

(B) Result in the establishment of a residential hospice;

(26) **(A)** "Hospital" means any institution, place, building or agency represented and held out to the general public as ready, willing and able to furnish care, accommodations, facilities and equipment for the use, in connection with the services of a physician or dentist, of one (1) or more nonrelated persons who may be suffering from deformity, injury or disease or from any other condition for which nursing, medical or surgical services would be appropriate for care, diagnosis or treatment;

(B) "Hospital" does not include any hospital or institution, operated by the department of mental health and substance abuse services or the department of intellectual and developmental disabilities, specially intended for use in the diagnosis, care and treatment of those suffering from mental illness, intellectual disabilities, convulsive disorders, or other abnormal mental conditions;

(C) All hospitals, including such hospitals as are strictly maternity hospitals, shall come within this part;

(D) The board has the authority to determine whether or not any institution or agency comes within the scope of this part, and its decisions in that regard shall be subject only to such rights of review as the courts exercise with respect to administrative actions;

(E) It is unlawful for any institution, place, building or agency to be called a hospital if it is not a hospital as defined in this section;

(27) "Hospitalization" in a hospital means the reception and care of any person for a continuous period longer than twenty-four (24) hours, for the purpose of giving advice, diagnosis, nursing service or treatment bearing on the physical health of such persons, and maternity care involving labor and delivery for any period of time;

(28) **(A)** "Nursing home" means any institution, place, building or agency represented and held out to the general public for the express or implied purpose of providing care for one (1) or

APPENDIX B

TRAFFIC ACCESS AND IMPACT STUDY GUIDELINES AND PROCEDURES

SECTION 1 – PURPOSE FOR SUBMISSION OF TRAFFIC ACCESS AND IMPACT STUDIES

These traffic access and impact study guidelines and procedures define when proposed concept subdivision plans, Uses-on-Review, or development plans warrant a detailed traffic study and what information should be included in it. All applicants will be required to follow the MPC guidelines and will be treated equally under the same or similar circumstances.

The purpose of performing a traffic impact and access study, as defined by the Institute of Traffic Engineers (ITE), is to:

1. Provide guidance for short and long-range planning of site access;
2. Provide guidance for on-site circulation and the interface between on-site circulation and off-site traffic;
3. Provide guidance for off-site improvements needed to permit the roadway system to function satisfactorily so as to accommodate site and non-site traffic;
4. Assist developers and landowners in making land use site planning decisions regarding traffic;
5. Identify the contribution a particular development makes to roadway system traffic volumes;
6. Provide a basis for estimating roadway improvement requirements attributable to a particular project;
7. Assess the compatibility with local transportation plans;
8. Enable staff to better evaluate zoning changes and development plans;
9. Allow appointed and elected officials to know implications of their voting decisions.

SECTION 2 – SCOPE OF REQUIRED TRAFFIC ACCESS AND IMPACT STUDIES

Three levels of study have been identified based on the number of trips that a development is projected to generate in a 24-hour period:

Level 1 studies require analysis of each access that the development has to an existing roadway. Access points to be analyzed include public roads, joint permanent easements, and private driveways. This level of study is commonly required for large residential subdivisions, office developments, and smaller commercial developments.

Level II studies require analysis of each access that the development has to an existing roadway, and to the first control point beyond those access points. A control point is an intersection controlled by a traffic signal or stop sign on the existing roadway onto which the development has access. For cases where a traffic control device does not exist, MPC staff will determine the extent of the study. If a freeway interchange is near the property to be developed and is not signalized, MPC staff will determine if the ramps need to be included in the study. This level of study is commonly required for moderately sized commercial developments and larger office complexes.

Level III studies require a complete traffic access and impact study, addressing each access point, the first control point beyond each access point, and the nearest collector/collector intersection or street of higher classification or as determined by MPC staff. The exact area to be studied will be determined by MPC with input from the study preparer. Level III studies are uncommon, as they are usually warranted only with very large mixed-use and commercial developments.

SECTION 3 – WHEN TRAFFIC ACCESS AND IMPACT STUDIES ARE REQUIRED

Traffic access and impact studies shall be submitted along with applications for **Concept Subdivision Plan, Use-on-Review,** and **Development Plan** requests which fall within the following 24-hour trip generation ranges:

<u>24-HOUR TRIP GENERATION</u>	<u>TRAFFIC STUDY SCOPE</u>
750-3000 ADT	LEVEL I
3000-6000 ADT	LEVEL II
> 6000 ADT	LEVEL III

Trip generation rates for proposed uses shall be calculated using the ITE Trip Generation Manual, or using local data when it is available.

Upon being provided proof by the developer’s traffic engineer that a lower level traffic impact study would be adequate for a proposed development, or that a traffic impact study is not warranted, the Executive Director of the Planning Commission staff may reduce the level of study required or waive the requirement.

SECTION 4 – SUBMISSION AND REVIEW PROCEDURES FOR TRAFFIC ACCESS AND IMPACT STUDIES

1. Applicants should conduct a preliminary trip generation assessment of any proposed Concept Subdivision Plan, Use-on-Review, or Development Plan to determine if a traffic study will be required. **This preliminary assessment should be conducted well in advance of the actual submission of plans.**
2. If the preliminary assessment indicates that a traffic study will be required, the applicant should immediately consult with MPC staff to verify a development’s projected trip generation, and to confirm whether or not a study will be required. If a study is required, the required level can be determined at that time.
3. The applicant shall then select a traffic or transportation engineer to prepare the study, who may need to consult with MPC staff periodically to review the collected data and any assumptions made in the draft report.

4. Ten copies of the completed draft traffic study shall be submitted along with the development application and all other materials required for submission.
5. MPC staff, along with local and state government, shall review the draft traffic study in conjunction with the other elements of the development application. If the draft traffic study is not of the proper scope or is executed improperly, the applicant shall be notified of the deficiencies and be required to submit corrections on the same schedule that applies to the other elements of the development application. Failure to submit corrections in a timely fashion may lead to a postponement of the application until the next regularly scheduled MPC meeting.

Note: Since a completed traffic study must be submitted at the same time as the application for a development, it is critical that the applicant conduct steps 1-3 early in their planning of a proposed development. Failure to submit a traffic study, or submission of an inadequate study, is likely to slow the review process and may lead to postponements.

SECTION 5 – REQUIRED QUALIFICATIONS FOR PREPARERS OF TRAFFIC ACCESS AND IMPACT STUDIES

Traffic access and impact studies shall be prepared under the supervision of a qualified engineer who has specific training in traffic and transportation engineering and several years of experience related to preparing traffic studies for existing or proposed developments. The study shall be signed and sealed by the supervising engineer. The ability to forecast and analyze traffic needs for both developments and roadway systems is essential. All traffic operations and design work shall be completed under the supervision of a registered professional engineer.

SECTION 6 – REQUIRED SPECIFICATIONS FOR TRAFFIC ACCESS AND IMPACT STUDIES - REPORT REQUIREMENTS – LEVEL I AND II STUDIES

- I. **Introduction**
 - A. Description of site including a location map
 - B. Type of project
 1. If residential, number and type of dwelling units
 2. If commercial or industrial, square footage and type of development
 - C. Other planning data which may be pertinent
 - D. Map of project with proposed access points shown

II. Existing Conditions

- A. Directional traffic counts on roads adjacent to property with access to development
 - 1. Traffic counts should be not more than one year old
- B. Level of service of intersection(s) (if applicable)
 - 1. Highway capacity software is recommended
 - 2. Other nationally recognized software can be used

III. Trip Generation Rates

- A. Listing of trip generation rates
- B. Listing of sources for rates used
 - 1. ITE 5th Edition of Trip Generation manual or latest edition
 - 2. If the type of proposed development is not addressed in the ITE manual, then other rates may be used as long as they are documented and have been approved by MPC staff.
- C. Calculation of trip ends by type of generator
 - 1. Traffic generated by phase.
 - 2. 100 percent occupancy and development.

IV. Trip Distribution

- A. Assumptions as to the directional distribution of traffic to and from the development.
- B. Assumptions as to the peak hour percentages.
- C. Assumptions as to the peak hour directional splits.
- D. Assumptions as to the pass-by trips if applicable – must be approved by MPC staff.

V. Analysis

- A. Level of Service (LOS) and capacity analysis for peak periods
 - 1. Compute the projected LOS and capacity analysis for each access point and control point to the adjacent road system based on the development by phase
 - a. Highway Capacity Software is recommended
 - b. Other nationally recognized software can be used
 - 2. Compare LOS before development to LOS after development, if applicable
 - 3. Link Analysis, if applicable
- B. Intersection and roadway geometry – existing and proposed
 - 1. Distances from existing streets, driveways, and/or median cuts
 - 2. Alignment with existing streets, driveways, and/or median cuts
 - 3. Intersection layout
 - 4. Sight distance
 - 5. Right-of-way width
 - 6. Lane width(s)
- C. Site Circulation
- D. Pedestrian facilities

1. Sidewalks
2. Transit stop(s)
3. School bus stops

VI. Recommendations

- A. Site access
- B. Intersection improvements
 1. Traffic control device(s) – modify existing or need for new
 2. Left and/or right turn lanes
 3. Acceleration and/or deceleration lanes
 4. Length of storage bays
- C. Off-site improvements
 1. Modification to existing traffic control device(s)
 2. Additional traffic control device(s)
 3. Additional lanes at major intersections
 4. Additional roads
- D. Improvements by phasing (if applicable)

VII. Appendix

- A. Raw traffic count data
- B. Documentation of analysis

REPORT REQUIREMENTS – LEVEL III STUDIES

In addition to the preceding information required for Level I and II studies, the following information on Trip Assignment shall be provided in the report prior to the Analysis and Recommendation sections:

VIII. Trip Assignment

- A. Show existing ADTs, proposed development traffic and total traffic for all affected links on map which identifies the project and the surrounding roads.
- B. Show AM and PM peak hour turning movements for the existing traffic, the proposed development traffic, and the combined traffic at all project entrance intersections, and affected intersections within the study area.
- C. Discuss the effects of phasing of the proposed project.

SECTION 7 – ADDITIONAL TECHNICAL INFORMATION ON TRAFFIC ACCESS AND IMPACT STUDIES

Additional information on Traffic Access and Impact Studies can be obtained from *Traffic Access and Impact Studies for Site Development – A Recommended Practice* by the Institute of Transportation Engineers.