

IN THE CIRCUIT COURT FOR KNOX COUNTY, TENNESSEE

FILED

PANDORA VREELAND,

Plaintiff,

v.

CITY OF KNOXVILLE; and
MADELINE ROGERO, in her
official capacity as Mayor of the
City of Knoxville,

Defendants.

2017 JAN 26 A 8:39

CATHY W. ROBERTS
CIRCUIT COURT CLERK

No. 1-530-15

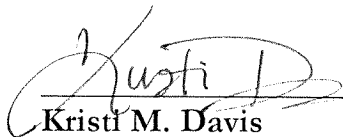
NOTICE OF ENTRY REQUESTED

AGREED ORDER OF DISMISSAL WITHOUT PREJUDICE

In accordance with the Settlement Agreement entered into by the parties and attached hereto, and based on the representation of the parties that all matters in controversy between them have been resolved by the execution of said Settlement Agreement, it is therefore

ORDERED, ADJUDGED and DECREED that this case be dismissed, without prejudice. Court costs are assessed equally against the parties.

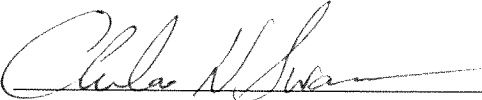
ENTER this 24 day of January, 2017.



Kristi M. Davis
Circuit Judge

**AGREED TO AND APPROVED
FOR ENTRY BY:**

CITY OF KNOXVILLE

by: 

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Law Director

Ronald E. Mills, BPR # 013348

Deputy Law Director

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PANDORA VREELAND

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v.

CITY OF KNOXVILLE; and

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Defendants.

CATHERINE E. QUIST
CIRCUIT COURT CLERK

Case No. 1-530-15

SETTLEMENT AGREEMENT

COME NOW the Parties to the above-captioned action, Plaintiff Pandora Vreeland ("Plaintiff"), and Defendant City of Knoxville and Defendant Madeline Rogero, in her official capacity as Mayor of the City of Knoxville (collectively, "Defendants")(collectively with Plaintiff, the "Parties"), and for this Settlement Agreement ("Agreement") agree and state as follows:

1. The Parties agree that, while Chilhowee Park and Exhibition Center is operated and maintained as a public assembly facility and not a park, the City of Knoxville has historically allowed the public to access and use the outdoor facilities at Chilhowee Park and Exhibition Center when those facilities are not leased or otherwise in use for an event. In light of such use, the Parties agree that it is appropriate to regulate Chilhowee Park and Exhibition Center as a park during those times of use.

2. Therefore, the Parties agree that pursuant to TENN. CODE ANN. § 39-17-1311(b)(1)(H), handgun carry permit holders are allowed to carry handguns in all outdoor facilities of Chilhowee Park and Exhibition Center ("Chilhowee Park"), subject to the restrictions set forth

in this Agreement. The Parties agree that such outdoor facilities include, but are not limited to, the picnic pavilion(s) and any public restroom(s) not located inside the public assembly buildings named in Paragraph 3 of this Agreement. The Parties agree that, except for those times contemplated by this Agreement where the carriage of firearms may be prohibited, and except for those public assembly buildings listed in Paragraph 3, no signs or markers stating that firearms are prohibited will be posted at Chilhowee Park.

3. The Parties agree that pursuant to TENN. CODE ANN. § 39-17-1311(a), firearms carried with the intent to go armed are prohibited at all times in the public assembly buildings located in Chilhowee Park, including but not limited to The Muse, the Jacob Building, the Kerr Building, Homer Hamilton Theater, and Golden Gloves Arena. The Parties agree that this prohibition does not extend to either the picnic pavilion(s) or public restroom(s) not located inside the public assembly buildings named in this Paragraph.

4. The Parties agree that firearms carried with the intent to go armed are prohibited pursuant to TENN. CODE ANN. § 39-17-1311(a) in the outdoor facilities of Chilhowee Park in the following limited circumstances:

A. During events in which the general public's access to the outdoor facilities of Chilhowee Park is limited because of an admission charge or other restriction on admission, any limited-access areas of the outdoor facilities of Chilhowee Park shall not be subject to the handgun carry permit exception to the prohibition on handguns set forth in TENN. CODE ANN. § 39-17-1311(a), provided that: 1. all entrances are secured by the presence of armed security and/or police officers; 2. reasonable efforts are made to screen people entering the facility for weapons and otherwise to ensure the safety of those in attendance (including availability of magnetometers to

officers at each entrance to be used as reasonably necessary to detect the presence of unlawful weapons); and 3. the entrances are clearly marked with signs stating that firearms are not allowed inside Chilhowee Park for those events.

B. During events in which the general public's access to the outdoor facilities of Chilhowee Park is limited only to those who are invited to the event by the person or entity sponsoring the event (such as through membership in a private club utilizing Chilhowee Park, for example), any limited-access areas of the outdoor facilities of Chilhowee Park shall not be subject to the handgun carry permit exception to the prohibition on handguns set forth in TENN. CODE ANN. § 39-17-1311(b)(1)(H), provided that: 1. all entrances are secured against the entry of the general public; and 2. the entrances are clearly marked with signs stating that firearms are not allowed inside Chilhowee Park for those events.

5. The Parties agree that the foregoing limitations in paragraph 3 are predicated on, among other things, the following conditions: a. that such events are of limited duration and are generally consistent with the current use of Chilhowee Park and Exhibition Center as a public assembly facility; and b. that the outdoor facilities of Chilhowee Park are generally open to the public for recreational use when such events are not occurring.

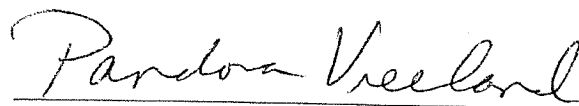
6. The Parties agree that, subsequent to the execution of this Agreement, Plaintiff will dismiss this action. The Parties further agree that such a dismissal shall be without prejudice.

7. The Parties agree that, should Defendants violate all or part of this Agreement, the Plaintiff shall be entitled to enforce this Agreement using all available remedies at law by filing suit in the Circuit Court for Knox County, Tennessee, and that, should the Plaintiff prove violation of this Agreement to the Court's satisfaction, the Plaintiff shall be entitled to stipulated damages

in the amount of Five Thousand Dollars (\$5000) per violation shown to the Court. The Parties agree that this stipulated amount is a reasonable estimate of potential damages Plaintiff will incur from a breach of this Agreement. Prior to enforcing her remedies at law, Plaintiff shall be required to provide notice to the City of Knoxville Law Director within ten (10) days of Plaintiff's discovery of any alleged violation and allow forty-eight (48) hours to cure said alleged violation.

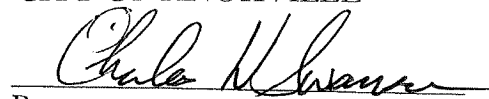
8. Plaintiff expressly reserves the right to enforce this Agreement in court pursuant to paragraph 7 and/or to re-file this lawsuit at her sole discretion should Defendants or each of them breach this Agreement. The Parties agree that any applicable statute of limitations that could affect the claims brought in this lawsuit is tolled by this Agreement.

Date: 12/19/16


Pandora Vreeland

Date:

CITY OF KNOXVILLE


By:
Charles W. Swanson, Law Director