

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
Post Office Box 3550, Knoxville TN 37927.3550
865/403.1100

Date: March 10, 2011

To: Board of Commissioners

From: Alvin J. Nance, Executive Director/CEO

Subject: **SPECIAL AGENDA**
Special Meeting of the KCDC Board of Commissioners
Monday, March 14, 2011, 12:00 p.m.
Dr. Lee L. Williams Board Room
KCDC Main Office, 901 N. Broadway
Knoxville, Tennessee 37917

1. Call to Order.
2. Approval of minutes for the Regular Board Meeting held on February 24, 2011. (attached)
3. Resolution authorizing the amendments to the organizational documents of Greater Tennessee Housing Assistance Corporation (GTHAC). (attached)
4. Approval is requested to transfer the property at 1012 Oak Avenue (#094KG020) to Ricky and Elizabeth Joiner. (attached)

Adjourn

The next regular meeting of the KCDC Board of Commissioners will be
March 31, 2011 at 11:30 a.m.
Dr. Lee L. Williams Board Room
KCDC Main Office, 901 N. Broadway
Knoxville, Tennessee 37917

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Regular Meeting Minutes

The Board of Commissioners of Knoxville's Community Development Corporation met in regular session on Thursday, February 24, 2011, 11:30 a.m., 901 N. Broadway, Knoxville, Tennessee 37917.

Present: Chairman Juanita U. Cannon
Vice Chairman R. Culver Schmid
Treasurer David Hutchins
Commissioner Craig L. Griffith
Commissioner Ellen R. Adcock
Commissioner Norman Watkins
Commissioner Montana B. Jones

Absent: None

Chairman Cannon called the meeting to order and declared a quorum present at 11:30 a.m.

Approval of minutes for the Regular Board Meeting held on January 27, 2011. **Commissioner Adcock moved to approve. Commissioner Griffith seconded the motion. All other Commissioners present voted "Aye."**

Motions to add, delete or postpone agenda items. **None.**

EXECUTIVE DIRECTOR/CEO REPORT (Alvin Nance)

Tour of Elderly Duplexes

I want to thank Jamie Ayres of KCDC and Orlando Diaz of Partners for their assistance in coordinating the tour of the elderly duplexes located in the Five Points Community. I think those of us who toured the units were very pleased with the quality of the construction and can see the positive visual impact this development is going to have on the Five Points Community.

Standard Knitting Mills Public Meeting

I want to thank Billie Spicuzza for representing KCDC at the Standard Knitting Mills public meeting. This meeting was requested by residents of the Parkridge Community for developer Jim Suri to provide the community with presentation on his development plans for the mill.

City of Harriman Redevelopment Plan

KCDC assisted the chairman of the Harriman Housing Authority conduct their first advisory board meeting beginning the process of implementing their redevelopment plan for downtown Harriman. I want to thank David Cook and Jordana Nelson for facilitating the meeting.

Tax Increment Financing Presentation

Mark Mamantov recommended Jordana Nelson to folks at the Urban Land Institute of Memphis. She provided a TIF presentation to a group of architects and planners on the utilization of this financing tool.

TAHRA Legislative Day

Bo Pierce, Art Cate, Joyce Floyd, Commissioner Griffith, Jordana Nelson and I attended this year's Legislative Day on the Hill. This was a combined effort between TAHRA, THDA and Habitat for Humanity and we feel this unified effort on affordable housing will give us a greater voice at the state level. I want to thank Bo Pierce for arranging all of the congressional meetings.

Recognition

- Maintenance Training Certificates
- Bo Pierce, Legislative Update
- Robin Brown, Friends of the Library

Meeting/Events

- City Development Meeting
- County Mayor's Leadership Breakfast
- Helen Ross McNabb Ribbon Cutting
- Industrial Development Board
- YMCA Board Meeting
- Wee Course / 1st Tee Program Board Meeting
- First Tennessee Bank Advisory Board Meeting
- Boy Scouts Distinguish Citizen Dinner
- Knoxville Habitat For Humanity 400th House Dedication
- Federal Home Loan Bank of Cincinnati Board Meeting
- Covenant Health Board Meeting
- City Council Workshop

Staff Meeting

As part of our Strategic Plan, I attend various KCDC staff and internal committee meetings each month to talk about the objectives and performance measures that we need to accomplish during the year. Meetings attended:

Executive Management Staff

- CI Team
- KCDC New Employee Orientation
- Lonsdale Homes Staff
- Love Towers Staff

Reminder

- Reminder that Knoxville's Alliance for Financial Independence is available to assist folks with FREE tax preparation at the L.T. Ross Center located at 2247 Western Avenue. This will be available through April 11th. Participants do not have to be low income.

NEW BUSINESS

REDEVELOPMENT (Jordana Nelson)

Resolution authorizing the execution of documents relating to tax increment financing for Cardinal Investment Properties, LLC Building Project (Burwell Building). **Commissioner Schmid moved to approve. Commissioner Griffith seconded the motion. All other Commissioners present voted "Aye." Resolution 2011-03 is attached.**

OPERATIONS (Art Cate)

Approval is requested to authorize Change Order No. 1 to Merit Construction, Inc. for Montgomery Village, Contract C10054. **Commissioner Hutchins moved to approve. Commissioner Watkins seconded the motion. All other Commissioners present voted "Aye."**

Approval is requested to authorize Change Order No. 2 to Merit Construction, Inc. for Montgomery Village, Contract C10054. **Commissioner Schmid moved to approve. Commissioner Jones seconded the motion. All other Commissioners present voted "Aye."**

Approval is requested to authorize negotiation of Contract C11022 for annual auditing services with Malcolm Johnson & Company. **Commissioner Schmid moved to approve. Commissioner Griffith seconded the motion. All other Commissioners present voted "Aye."**

FINANCE & ADMINISTRATION (Tracee Pross)

Resolution approving an addition to Part V, Organizational Chart of the Operations Manual. **Commissioner Adcock moved to approve. Commissioner Schmid seconded the motion. All other Commissioners present voted "Aye." Resolution 2011-04 is attached.**

EXECUTIVE DIRECTOR/CEO (Alvin Nance)

Approval is requested to purchase a 2011 Annual Sponsorship of the East Tennessee Chapter of the U.S. Green Building Council in the amount of \$500. Commissioner Adcock moved to approve. Commissioner Jones seconded the motion. All other Commissioners present voted "Aye."

UNFINISHED BUSINESS

None.

PUBLIC FORUM

None.

With no further business to come before the Board, Chairman Cannon declared the meeting adjourned at 12:09 p.m.

Juanita U. Cannon, Chairman

Approved: March 14, 2011

ATTEST

Alvin J. Nance, Secretary

Approved: March 14, 2011

Minutes prepared by: Joy L Russell, Executive Assistant

RESOLUTION NO. 2011-_____

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S
COMMUNITY DEVELOPMENT CORPORATION RELATING TO AMENDMENTS
TO THE ORGANIZATIONAL DOCUMENTS OF GREATER TENNESSEE
HOUSING ASSISTANCE CORPORATION**

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

WHEREAS, by Section 13-20-104(b), Tennessee Code Annotated, housing and redevelopment authorities in Tennessee are authorized to cause the formation of corporations; and

WHEREAS, the Authority previously formed Greater Tennessee Housing Assistance Corporation ("GTHAC") as a non-profit corporation and instrumentality of the Authority; and

WHEREAS, the Authority desires to approve the amendment of the organizational documents of GTHAC for the purpose of confirming that GTHAC shall not have members and that the Authority has the right to approve the amendments of the charter of GTHAC; and

WHEREAS, the Board desires to authorize the officers of the Authority to enter into such documentation as is necessary to amend the organizational documents of GTHAC as described above, including but not limited to an amendment of the charter of GTHAC attached hereto as Exhibit A (the "Amendment Documents").

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION:

RESOLVED, that the Amendment Documents are hereby approved; and, further,

RESOLVED, that the Chairman or the Vice Chairman of KCDC is hereby authorized and directed to execute, and, where requested, the Secretary or Assistant Secretary is authorized to attest, and/or any other officer of KCDC, acting alone or in combination with one another (individually and collectively the "Authorized Officers"), is (are) hereby authorized and empowered to execute and file or record, as applicable, the Amendment Documents and any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officers in order to evidence and perform the parties' obligations thereunder, all in the form approved by the Authorized Officers executing same, the execution of same by such Authorized Officers to constitute conclusive evidence of the approval of same; and, further

RESOLVED, that it is in the best interest of KCDC to enter into the Amendment Documents; and, further,

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

EXHIBIT A

**ARTICLES OF AMENDMENT TO THE CHARTER
OF
GREATER TENNESSEE HOUSING ASSISTANCE CORPORATION**

Pursuant to the provisions of Section 48-60-101 of the Tennessee Nonprofit Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is Greater Tennessee Housing Assistance Corporation.
2. The Tennessee Secretary of State control number for said corporation is 000120432.
3. The charter of the corporation is amended deleting the current Article VI and substituting the following lieu therefor:

ARTICLE VI - MEMBERS

The corporation is an instrumentality of Knoxville's Community Development Corporation, a housing authority organized under Tennessee Code Annotated §§ 13-20-101 *et seq.* (the "Housing Authorities Law") formed for the purpose of exercising certain powers conferred upon Knoxville's Community Development Corporation by the Housing Authorities Law as delegated by Knoxville's Community Development Corporation from time to time. The corporation shall not have members.

4. The charter of the corporation is amended by deleting the current Article X and substituting the following in lieu therefor:

ARTICLE X - AMENDMENTS

The Articles of Organization of the corporation shall not be amended without the prior approval of the Housing Authority, or its successors or designee.

5. The amendment was duly adopted on March 14, 2011 by the Directors of the corporation.
6. These Articles of Amendment shall become effective upon the filing by the Tennessee Secretary of State.

March 14, 2011

GREATER TENNESSEE HOUSING
ASSISTANCE CORPORATION

By: _____
_____, President

SPECIAL WARRANTY DEED	STATE OF TENNESSEE COUNTY OF KNOX I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is <u>\$1,800.00</u> , which amount is equal to or greater than the amount which the property transferred would command at a fair, voluntary sale. Subscribed and sworn to before me, this the _____ day of _____, 2011. _____ Affiant _____ (seal) Notary Public My Commission Expired: _____
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THIS INSTRUMENT WAS PREPARED BY:
 Knoxville's Community Development Corporation, 901 N. Broadway, Knoxville, TN 37917

NEW OWNER	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
Ricky L. Joiner and wife Elizabeth E. Joiner 2705 Forest Lane Knoxville, TN 37918	Ricky L. Joiner and wife Elizabeth E. Joiner 2705 Forest Lane Knoxville, TN 37918	1012 Oak Avenue 094KG020

THE PREPARER OF THIS DEED MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE TO THE PROPERTY DESCRIBED HEREIN. THIS DEED HAS BEEN PREPARED SOLELY FROM INFORMATION FURNISHED TO THE PREPARER WHO MAKES NO REPRESENTATION WHATSOEVER OTHER THAN IT HAS BEEN ACCURATELY TRANSCRIBED FROM THE INFORMATION PROVIDED.

THIS INDENTURE, made this _____ day of _____, 2011, between

 KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION, a government body corporate and politic under the laws of the State of Tennessee, First Party and RICKY L. JOINER and wife, ELIZABETH E. JOINER, of Knox County, Tennessee, Second Party

WITNESSETH:

THAT said Party of the First Part, for and in consideration of the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00) to us in hand paid by Party of the Second Part, the receipt of which is hereby acknowledged, the Party of the First Part has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the said Party of the Second Part the following described premises:

SITUATED in District No. Four (Old First) of Knox County, Tennessee, being in the 9th Ward of the City of Knoxville, being all of Lot 30 and part of Lot 29 in DEADRICK ADDITION as shown on the map of said Addition of record in Map Book 5, page 302, in the Register's Office of Knox County, Tennessee, and more fully bounded and described as follows:

BEGINNING at a stake in the South line of Oak Avenue at a point distant easterly 148 feet from the point of intersection of the south line of Oak Avenue with the East line of Arthur Street; then southerly 150 feet to a stake in the North line of an alley; thence easterly along the North of said alley and parallel with Oak Avenue 53 feet to a stake in the Old Thomas Moses line; thence northerly and parallel with the first line herein, 150 feet to a stake in the south line of Oak Avenue; thence westerly along the south line of Oak Avenue 53 feet to the place of Beginning.

RESTRICTIONS COVENANTS AND CONDITIONS

THIS Deed is made, executed and delivered upon and is subject to eight express conditions and covenants set forth herein, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land. The Grantor and Grantee expressly intend to create a possibility of reverter conditions upon a material breach or default of the restrictions, covenants and conditions set forth herein, and it is further expressly agreed that the continued existence of the estate hereby granted shall depend on the compliance by the Grantee with all material provisions of the covenants and conditions set forth herein. If at any time prior to the written recorded release of the restrictions, covenants and conditions, the Grantee, its successors or assigns, shall default in or otherwise be in breach of the restrictions, covenants and conditions set forth herein, and if such default or breach has not been remedied or cured within one hundred eighty (180) days after written notice specifying such default or breach has been given to the Grantee and the Mortgagees, and their respective successors and assigns, then the estate in the real property conveyed herein, at the expiration of said one hundred eighty (180) day period, without the requirement of any further notice shall automatically revert back to the Grantor without the necessity of further action by either party. The Grantee hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

SPECIAL COVENANT A: The Grantee shall devote the Property hereby conveyed only to the uses specified in the applicable provisions of the Redevelopment Plan or approved modifications thereof. In the event of a conflict between the terms and provisions of this Deed and the terms and provisions of the Redevelopment Plan, the terms and provisions of the Redevelopment Plan shall control;

SPECIAL COVENANT B: The construction of the improvements on the Property hereby conveyed, in accordance with the approved Homemaker Agreement submitted by the Grantee, as heretofore approved by the Grantor on March, 2011, as being in compliance with the provisions of the Redevelopment Plan, has heretofore been commenced. The Grantee shall prosecute diligently the construction of said redevelopment to completion. Said completion occurring on or before one year from the date written above;

SPECIAL COVENANT C: Until the Grantor certifies that all improvements specified to be done by the Grantee have been completed, the Grantee shall have no power to convey the property herein described, or any part thereof, or any interest therein, without the prior written consent of the Grantor, except to a Mortgagee or Trustee under a Mortgage or Deed of Trust permitted by this Deed;

SPECIAL COVENANT D: The Grantee agrees for itself, its successors and assigns, to substantially adhere to all material provisions of the Redevelopment Plan as the same may from time to time be amended;

SPECIAL COVENANT E: The Grantee, its successors and assigns, shall never dispose of the unimproved property for a profit;

SPECIAL COVENANT F: The Grantee agrees not to substantially alter, revise or modify the final construction and/or development plans as heretofore approved by the Grantor, except with the prior written consent of the Grantor, which approval will not be unreasonably withheld or delayed so long as the proposed alteration, revision or modification complies with the Redevelopment Plan. Such approval(s) by the Grantor shall in no way be construed as approval of compliance with local codes and regulations, and will not relieve the developer of the responsibility of securing proper approvals and permits from appropriate public agencies;

SPECIAL COVENANT G: The Grantor shall be a beneficiary of all the restrictions, regulations and controls in this Deed and shall be entitled to represent or act on behalf of the City and community in enforcing the restrictions, regulations and controls provided for herein.

GENERAL COVENANTS AND RESTRICTIONS

This conveyance is made subject to the following general covenants and restrictions, each of which shall run with the land and shall be binding upon the Grantee and its successors and assigns:

1. The Grantee agrees, for itself and any successor in interest, not to discriminate upon the basis of race, creed, color or national origin in the sale, lease or rental, or in the use or occupancy of the property hereby conveyed, or any part thereof, or of any improvements erected, or to be erected thereon, or any part thereof;
2. The Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed a valid, binding, and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law;
3. Upon substantial completion of that portion of the improvements required by the Redevelopment Plan on the real property conveyed herein in accordance with the Redevelopment Plan and the construction and development plans for such improvements, as each of the same may be from time to time amended in writing by the Grantor, and certification of such substantial completion by the Grantee to the Grantor, the Grantor shall release in a document recorded in the Knox County Register of Deeds Office the property conveyed herein from the Restrictions, Covenants and Conditions set forth above, but until such Release is executed by the Grantor and recorded, the Restrictions, Covenants and Conditions set forth herein shall remain in full force and effect.

TO HAVE AND TO HOLD the said premises to the Grantee, its successors and assigns in FEE SIMPLE forever;

AND, the Grantor will specially warrant and forever defend the right and title thereof in the Purchaser against the claims of all persons claiming by, through or under the Grantor but no further or otherwise;

AND, the Grantor certifies that all conditions precedent to the valid execution and delivery of this Special Warranty Deed on its part have been complied with and that all things necessary to constitute this Special Warranty Deed as a valid, binding, and legal agreement on the terms and conditions and for the purposes set forth herein have been done and performed and have happened, and that the execution and delivery of this Special Warranty Deed on its part have been and are in all respects authorized in accordance with law.

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

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

By: _____
ALVIN J. NANCE
EXECUTIVE DIRECTOR/CEO

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a Notary Public in and for the aforesaid State and County, personally appeared Alvin J. Nance, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Executive Director/CEO of Knoxville's Community Development Corporation, the within named bargainer, a corporation, and that he as such, Executive Director/CEO being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Director/CEO.

WITNESS my hand and seal, at office in Knoxville, Tennessee, this ____ day of _____, 2011.

Expiration of Commission

Notary Public