

## KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

Date: January 18, 2024

To: Board of Commissioners

From: Benjamin M. Bentley, Secretary

Subject: **AGENDA**  
Board Meeting of the Board of Commissioners  
**Thursday, January 25, 2024, 5 p.m.**  
901 N. Broadway Street  
Knoxville, TN 37917

1. Call to Order.
2. Approval is requested to execute the minutes for the meeting held on December 7, 2023. [\(Item 2 Attachment\)](#)
3. Motion to add, delete or postpone agenda items.
4. Reports of officers and special presentations.

### **NEW BUSINESS**

#### **REDEVELOPMENT** (Jim Hatfield)

5. Resolution authorizing revisions to the Choto Landing project documents and agreements to reflect the new name and location. [\(Item 5 Attachment\)](#)
6. Preliminary Bond Resolution authorizing KCDC to issue up to \$18M of revenue bonds to support the financing of the Bluegrass development located at 1645 Ebenezer Road. [\(Item 6 Attachment\)](#)

#### **ADMINISTRATION** (Jim Barker)

7. Approval to award three (3) contracts for Legal Services Q2401 to: Bass Berry & Sims – general counsel; Kennerly Montgomery & Finley – housing counsel; and Wimberly Lawson Wright Daves & Jones – employment counsel. [\(Item 7 Attachment\)](#)
8. Approval is requested to award Contract Q2402 for meals of The Manor residents to Chef Maurice & Company. [\(Item 8 Attachment\)](#)

9. Approval is requested to award Contract Q2409 for roofing services at Autumn Landing and Nature's Cove to Iron Horse Builders. [\(Item 9 Attachment\)](#)

**EXECUTIVE (Ben Bentley)**

10. Approval is requested to authorize Purchase Order 6149 with Sanders Pace Architecture in an amount not-to-exceed \$150,000 for master planning in the South Waterfront Redevelopment Area. [\(Item 10 Attachment\)](#)

Unfinished Business

Public Forum

Adjournment

The next agenda review meeting will be on **February 22, 2024**

The next board meeting will be held on **February 29, 2024**

# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

## BOARD MEETING MINUTES

The Board of Commissioners of the Knoxville's Community Development Corporation met on **December 7, 2023** at 901 N. Broadway, Knoxville, Tennessee.

The meeting was called to order and a quorum declared present at 5:02 p.m.

**Present:** Chair Kimberly Henry  
Vice Chair Scott Broyles  
Treasurer Felix Harris  
Commissioner Robert Whetsel  
Commissioner Becky Wade

**Absent:** Commissioner John Winemiller  
Treasurer Kathy Hill

Approval to execute the minutes for the *regular* meeting held on October 26, 2023. Commissioner Whetsel moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye."

### HOUSING (Sabrina Draplin)

Approval to implement a change to the affordable housing waiting list guidelines to change housing offers from preference-based to time/date-based. Commissioner Broyles moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye."

### REDEVELOPMENT (Jim Hatfield)

Approval to authorize a proposal from Civil & Environmental Consultants (CEC) for an amount not to exceed \$150,000 for the infrastructure design at the 2/3 phases of Western Heights. Commissioner Harris moved to approve. Commissioner Whetsel seconded the motion. All other Commissioners present voted "Aye."

Approval to authorize the Park City Redevelopment and Urban Renewal Plan. Commissioner Broyles moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye."

### ADMINISTRATION (Jim Barker)

Approval to award painting services Q2404 with Competitive Edge Refurbishing and Mitchell & Everett Construction, Inc. Commissioner Whetsel moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye."

Approval to award Section 8 housing quality standards (HQS) inspection services Q2405 to McCright and Associates, LLC. Commissioner Harris moved to approve. Commissioner Whetsel seconded the motion. All other Commissioners present voted "Aye."

Approval to award bulky debris and set out services Q2406 with Competitive Edge Refurbishing. Commissioner Harris moved to approve. Commissioner Broyles seconded the motion. All other Commissioners present voted "Aye."

**PUBLIC FORUM**

Terrell and Angela Patrick

**UNFINISHED BUSINESS**

None

**ADJOURNMENT**

With no further business to come before the Board, the meeting adjourned by consent at 5:45 p.m.

\_\_\_\_\_  
Kimberly K Henry, Chair

Approved:

**ATTEST:**

\_\_\_\_\_  
Benjamin M. Bentley, Secretary

Approved:

# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

## BOARD ACTION FORM - ITEM 5

<b>MEETING DATE</b>	January 25, 2024
<b>AGENDA ITEM DESCRIPTION</b>	Resolution authorizing revisions to the Choto Landing project documents and agreements to reflect the project's new name and location
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Jim Hatfield, Vice President, Redevelopment
<b>MEETING TYPE</b>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	<b>Budgeted:</b> \$ <u>n/a</u> <b>Expenditure:</b> \$ <u>n/a</u> <b>Source of Funds:</b> <u>n/a</u>
<b>APPROVAL / REVIEWS</b>	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> <b>Other – Name/Title:</b> _____
<b><u>BACKGROUND</u></b>	
<p><b>1. What is the objective of this action?</b> The Choto Landing project has been replaced with a new project location at 1645 Ebenezer Road (near the intersection of Ebenezer and Bluegrass). To recognize the project's new location, a resolution authorizing changes to the project name and entity names from Choto Landing to Bluegrass as well as updating the project address is needed. The Bluegrass project will utilize the previously awarded THDA bond allocation from the Choto project and will include 47 three and four bedroom units (Choto project was 56 units).</p> <p><b>2. Why is the action needed now?</b> The new project site is under contract and closing along with construction commencement is expected to begin in late 2Q 2024.</p> <p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b> Dominion Group as KCDC's ownership partner and project developer.</p> <p><b>4. What are the long-term and short-term exposures?</b> None.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	In 2023, KCDC board previously approved the organizational documents as well as a development agreement with DGA for the Choto Landing project.
<b>ATTACHMENTS</b>	Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION  
AUTHORIZING AMENDMENTS PERTAINING TO  
THE CHOTO LANDING PROJECT**

**WHEREAS**, Knoxville's Community Development Corporation ("KCDC") 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**, pursuant to Tenn. Code Ann. § 13-20-104(a)(6), housing and redevelopment authorities in Tennessee are authorized to own, operate, assist, or otherwise participate in (directly or through a partnership, a limited liability company, or other entity in which the authority, or an entity affiliated with an authority, is a general partner, managing member, or otherwise participates in the activities of the entity) one (1) or more mixed-finance projects (including projects financially assisted by low-income housing tax credits); and

**WHEREAS**, pursuant to Tenn. Code Ann. § 13-20-104(b), housing and redevelopment authorities in Tennessee are authorized to cause the formation of corporations; and

**WHEREAS**, the Board previously authorized the officers of KCDC to execute a Development Agreement (the "Development Agreement") between KCDC and DGA Residential, LLC (the "Developer") for the development of an affordable housing project (the "Project") at approximately 12320 Northshore Drive in Knoxville, Tennessee (collectively, the "Original Project Site"); and

**WHEREAS**, for the purpose of facilitating financing and development of the Project, KCDC formed a corporation known as Choto GP Corporation (the "Corporation"); and

**WHEREAS**, for the purpose of facilitating financing and development of the Property, KCDC and the Developer formed a limited partnership known as DGA Choto LP (the "Limited Partnership"); and

**WHEREAS**, the Board and the Developer have determined that the site of the Project should be relocated to approximately 1645 Ebenezer Road in Knoxville, Tennessee (the "Property"); and

**WHEREAS**, the Board and the Developer have further determined that the name of the Corporation should be changed to Bluegrass GP Corporation and the name of the Limited Partnership should be changed to DGA Bluegrass LP; and

**WHEREAS**, the Board desires to approve and authorize such documentation as is necessary to change location of the Project, the name of the Corporation and the name of the Limited Partnership, as set forth herein, including but not limited to (i) Articles of Amendment to the Charter of the Corporation (the "Charter Amendment"); (ii) Amended and Restated Bylaws of the Corporation (the "Amended Bylaws"), (iii) a Certificate of Amendment to the Certificate of Limited Partnership of the Limited Partnership (the "LP Certificate Amendment"), and (iv) a First Amended and Restated Limited Partnership Agreement (the "Partnership Agreement" and, together with the Charter Amendment, the Amended Bylaws, the LP Certificate Amendment, and such other documents required to effect the changes described herein, the "Amendment Documents"), drafts of which have been submitted to KCDC and shall be filed with the records of KCDC.

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

**RESOLVED**, that the Chairman, Vice Chairman, Secretary, Assistant Secretary and/or any other officer of KCDC, acting alone or in combination with one another (individually and collectively the "Authorized Officers"), is/are authorized and empowered to execute and cause to be filed or recorded, as applicable, the Amendment Documents; and, further

**RESOLVED**, that the Amendment Documents shall be similar to the forms submitted, which are hereby approved, with such completions, omissions, insertions and changes as may be approved by counsel to the Board and the officers executing it, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes; and, further

**RESOLVED**, that the Authorized Officers, acting alone or in combination with one another, are authorized and empowered to execute and cause to be filed or recorded, as applicable, any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officers in order to carry out the changes set forth herein; and, further

**RESOLVED**, that any and all other actions heretofore taken on behalf of KCDC by the Authorized Officers to execute, deliver, file, and/or record 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.

BE IT THEREFORE RESOLVED that this Resolution shall be effective this 25<sup>th</sup> day of January, 2024.

KNOXVILLE'S COMMUNITY  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Secretary

35140872.1



# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

## BOARD ACTION FORM - ITEM 6

<b>MEETING DATE</b>	January 25, 2024
<b>AGENDA ITEM DESCRIPTION</b>	Preliminary Bond Resolution authorizing KCDC to issue up to \$18M of revenue bonds to support the financing of the Bluegrass development located at 1645 Ebenezer Road.
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Jim Hatfield, Vice President, Redevelopment
<b>MEETING TYPE</b>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	<b>Budgeted:</b> \$ <u>n/a</u> <b>Expenditure:</b> \$ <u>n/a</u> <b>Source of Funds:</b> No funds committed with bond issuance.
<b>APPROVAL / REVIEWS</b>	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<b><u>BACKGROUND</u></b>	
<p><b>1. What is the objective of this action?</b>            This resolution authorizes KCDC to issue bonds and enter into a letter intent with the project owner/applicant DGA Bluegrass LP. The total amount of bonds to be issued will not exceed \$18M.</p> <p><b>2. Why is the action needed now?</b>            The new project site is under contract and closing along with construction commencement is expected to begin in late 2Q 2024.</p> <p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b>            Dominion Group as KCDC's ownership partner and project developer.</p> <p><b>4. What are the long-term and short-term exposures?</b>            Bonds being issued are not general obligation of KCDC.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	None.
<b>ATTACHMENTS</b>	Resolution and LOI

RESOLUTION NO. \_\_\_\_\_

PRELIMINARY BOND RESOLUTION  
OF THE BOARD OF COMMISSIONERS OF  
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION  
REGARDING DGA BLUEGRASS LP

WHEREAS, DGA Bluegrass LP, a Tennessee limited partnership formerly known as DGA Choto LP (the "Applicant"), is considering the acquisition, construction and equipping of a multifamily housing facility for low and/or moderate-income citizens to be located at approximately 1645 Ebenezer Road in Knoxville, Tennessee, and wishes to have Knoxville's Community Development Corporation ("KCDC") indicate its willingness to issue revenue bonds to provide financing for such purposes; and

WHEREAS, the acquisition, construction and equipping of such facilities will constitute a "project" within the meaning of T.C.A. § 13-20-101; and

WHEREAS, a letter of intent has been presented to KCDC under the terms of which KCDC agrees, subject to the provisions of such letter, to issue its revenue bonds in an amount not exceeding \$18,000,000 to provide financing for such project.

NOW, THEREFORE, BE IT RESOLVED BY KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION as follows:

1. KCDC hereby finds that the financing of such above-described project will improve the quality and availability of housing in the City of Knoxville and Knox County, Tennessee, and will contribute to the general welfare of the citizens thereof.

2. The Chair or the Executive Director of KCDC is hereby authorized to execute a letter of intent with the Applicant in substantially the form thereof as presented at this meeting or with such changes therein as shall be approved by the Chair or the Executive Director. The officers of KCDC are hereby authorized to take such further action as is necessary to carry out the intent and purposes of the letter of intent as executed.

3. The Chair or the Executive Director of KCDC is hereby authorized to conduct such public hearings on behalf of KCDC as the Applicant may request with respect to the project.

Approved this 25<sup>th</sup> day of January, 2025.

KNOXVILLE'S COMMUNITY  
DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Secretary

January 25, 2024

DGA Bluegrass LP  
6305 Kingston Pike  
Knoxville, TN 37919

Ladies and Gentlemen:

Knoxville's Community Development Corporation ("KCDC") has been informed that DGA Bluegrass LP, a Tennessee limited partnership (the "Applicant"), is considering the acquisition, construction and equipping of a multifamily housing facility for low and/or moderate-income citizens to be located at approximately 1645 Ebenezer Road in Knoxville, Tennessee. The above-described acquisition, construction and equipping with regard to such facility constitutes a "project" within the meaning of T.C.A. § 13-20-101.

After investigation of the nature of the proposed project, KCDC has determined that the financing of the project will improve the quality and availability of housing in the City of Knoxville and Knox County, Tennessee, and will contribute to the general welfare of the citizens thereof. Therefore, it is the belief of KCDC that in assisting the financing of the project, KCDC will be acting in furtherance of the public purposes for which it was created.

Accordingly, in order to assist the Applicant in the financing of the project and in order to carry out the purposes for which KCDC was created, KCDC hereby makes the following proposals:

1. KCDC will issue, and sell to a purchaser to be designated by the Applicant prior to issuance, revenue bonds (the "Bonds") in the principal amount not to exceed \$18,000,000 to provide financing for the project. The Bonds shall be limited obligations of KCDC payable solely out of the revenues and receipts derived from the project including loan payments from the Applicant obtained in connection with the financing of the project. In no event shall the Bonds be general obligations of KCDC, its directors, or the City of Knoxville, Tennessee.

2. The terms of the Bonds (maturity schedule, interest rate, denominations, redemption provisions, etc.) will be determined by agreement among KCDC and the Applicant, subject to compliance with all applicable state and federal requirements, and all bylaws and policies of KCDC.

3. Prior to delivery of the Bonds, KCDC and the Applicant will enter into a loan agreement pursuant to which the proceeds from the sale of the Bonds will be used for the purposes hereinabove indicated and the Applicant will be obligated to make payments sufficient to cover all debt service requirements on the Bonds.

4. KCDC will enter into a trust indenture with a trustee to be nominated by the Applicant and subject to the approval of KCDC and/or a purchase contract with the purchaser of the Bonds. Such indenture and/or purchase contract will assign the loan agreement and all collateral therefor and all revenues received thereunder for the benefit of the bondholders. The terms and provisions of such indenture and/or purchase contract shall be agreed upon by KCDC, the Applicant and the purchaser of the Bonds.

5. KCDC hereby authorizes the Applicant to commence the acquisition, construction and equipping of the project as soon as practicable so that the inhabitants of the State of Tennessee might benefit from the project without delay. The Applicant may advance any interim funds required and be reimbursed from the proceeds of the Bonds, to the extent allowed by applicable law.

6. Upon the issuance, sale and delivery of the Bonds, the provisions of this proposal and the agreement resulting from its acceptance by the Applicant shall have no further effect and, in the event of any inconsistencies between the terms of this proposal and the terms of any loan agreement and/or indenture or purchase contract the provisions of such latter documents shall control.

7. KCDC agrees to cooperate with the Applicant in executing, along with the Applicant, a Multi-Family Tax-Exempt Bond Authority Application (the "Application") to be prepared by the Applicant and submitted to the Tennessee Housing Development Agency ("THDA") with respect to the Project. The Applicant acknowledges that all information provided in the Application, other than the name and address of KCDC, is to be provided by the Applicant and not by KCDC and that KCDC has no responsibility as to the accuracy of such information other than as to the name and address of KCDC. The Applicant shall be responsible for any claims, liabilities, costs or expenses of KCDC that may arise as a result of the inaccuracy of any information contained in the

Application (other than the name and address of KCDC) or the submission of the Application.

If the foregoing proposal is satisfactory to you, you may indicate by signing the following acceptance and returning a copy to KCDC. This proposal and your acceptance will then constitute an agreement in principal with respect to the matters herein contained.

Yours very truly,

KNOXVILLE'S COMMUNITY DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTANCE OF PROPOSAL  
OF  
KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION  
BY  
DGA BLUEGRASS LP

The terms and conditions contained in the foregoing proposal by Knoxville's Community Development Corporation are hereby accepted by DGA Bluegrass LP as of the date first written above.

DGA BLUEGRASS LP

By: Bluegrass GP Corporation,  
its general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_



# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

## BOARD ACTION FORM - ITEM 7

<b>MEETING DATE</b>	January 25, 2024
<b>AGENDA ITEM DESCRIPTION</b>	Approval to award three (3) contracts for Legal Services Q2401: Bass Berry & Sims - general counsel; Kennerly Montgomery & Finley - housing counsel; and Wimberly Lawson Wright Daves & Jones - employment counsel.
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Jim Barker, Vice President of Administration
<b>MEETING TYPE</b>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	<b>Budgeted:</b> \$ 168,000.00 <b>Expenditure:</b> \$ 168,000.00 <b>Source of Funds:</b> Operating Funds
<b>APPROVAL / REVIEWS</b>	<input checked="" type="checkbox"/> Department Head /VP <input checked="" type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input type="checkbox"/> Legal Counsel: <b>Other – Name/Title:</b> Terry McKee/Procurement Director
<b><u>BACKGROUND</u></b>	
<p><b>1. What is the objective of this action?</b></p> <p>This action approves the award of our solicitation for Legal Services to three vendors based on the RFP evaluation and their expertise:            Bass, Berry &amp; Sims PLC for General Counsel, Public Finance and Real Estate services.            Kennerly, Montgomery &amp; Finley, P.C. for Housing and Real Estate services.            Wimberly Lawson Wright Daves &amp; Jones, PLLC for Employment related issues.</p> <p><b>2. Why is the action needed now?</b></p> <p>This is necessary as the existing contract is expiring at the end of January.</p> <p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b></p> <p>KCDC's Executive Management staff will engage the vendors as needs arise. KCDC staff will assign and review the work product.</p> <p><b>4. What are the long-term and short-term exposures?</b></p> <p>These services will cost approximately \$168,000 per year (based on 2023 costs but ultimately determined by the number and mix of services that are required each year). Note that this is an initial one-year award with four optional one-year extensions.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	KCDC relies on vendors to provide these service. The recommended vendors currently hold the award.
<b>ATTACHMENTS</b>	Bid Tabulation Form



**Benjamin M. Bentley, Executive Director/CEO**

901 N. Broadway • Knoxville, TN 37917  
 865.403.1100 • Fax 865.403.1117  
 800.848.0298 (Tennessee Relay Center)  
[www.kcdc.org](http://www.kcdc.org)

**TO:** The KCDC Board

**FROM:** Benjamin M. Bentley, Secretary

**DATE:** January 5, 2024

**SUBJECT:** Approval of the award of contracts for Legal Services Q2401 with three vendors:

- Bass, Berry & Sims PLC for General Counsel, Public Finance and Real Estate services.
- Kennerly, Montgomery & Finley, P.C. for Housing and Real Estate services.
- Wimberly Lawson Wright Daves & Jones, PLLC for Employment related issues.

KCDC's Procurement Policy requires written formal solicitations (publicly advertised and opened) in all cases where the aggregate cost of the item(s) or service(s) requested is \$50,000 or more. Staff requests Board approval of the following recommendation.

<b>Scope of Work</b>	Provide Legal Services when needed and as directed by KCDC's Executive Management staff. This is an initial one-year award with four optional one-year extensions.		
<b>Funding Source</b>	Operating funds		
<b>Total Award Amount</b>	\$168,000.00 (approximately and varies depending the needs that arise)		
<b>Review Committee</b>	Jim Barker, Vice President of Administration Jim Hatfield, Vice President of Redevelopment Terry McKee, Procurement Director		
<b>Solicitation Type</b>	Request for Proposals		
<b>Company</b>	<b>Bass, Berry &amp; Sims</b>	<b>Kennerly, Montgomery &amp; Finley</b>	<b>Wimberly Lawson Wright Daves &amp; Jones</b>
<b>Evaluation Team Score for General Counsel</b>	190	145	NA
<b>Approval Recommended</b>	Yes	No	NA
<b>Evaluation Team Score for Housing Counsel</b>	NA	190	110
<b>Approval Recommended</b>	NA	Yes	No
<b>Evaluation Team Score for Real Estate Counsel</b>	185	180	NA
<b>Approval Recommended</b>	Yes	Yes	NA
<b>Evaluation Team Score for Employment Counsel</b>	NA	165	200
<b>Approval Recommended</b>	NA	No	Yes

<b>This solicitation was distributed to:</b>	
KCDC's Web Page	KCDC's Registered Vendors
KCDC property offices for publication on their bulletin boards	
Associated Construction Women*	Associated General Contractors of Tennessee
Atlanta Chapter <i>National Association of Black Women in Construction</i> *+	Black Contractors Association+
Centro Hispano de East Tennessee+	Construction Market Data
Dodge Data & Analytics	Knox County's Supplier Diversity Office*+
Knoxville Area Urban League+	Knoxville Builder's Exchange
Knoxville Chamber Partnership	Knoxville's DBAC Office*+
Knoxville Equity Partners+	SCORE
SERC	Small Business Administration
Tennessee Small Business Development Center	Tennessee Minority Supplier Development Council+
Tennessee Valley Authority Diversity Outreach*+	WJBE Radio+
U.S. Department of Commerce Minority Business Development Agency+	

\* Denotes an organization promoting/assisting Woman Owned Businesses

+ Denotes an organization promoting/assisting Minority Owned Businesses

# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

## BOARD ACTION FORM - ITEM 8

<b>MEETING DATE</b>	January 25, 2024
<b>AGENDA ITEM DESCRIPTION</b>	Approval is requested to award Contract Q2402 for The Manor residents' meals with Chef Maurice & Company.
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Jim Barker, Vice President of Administration
<b>MEETING TYPE</b>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	<b>Budgeted:</b> \$ 110,741.00 <b>Expenditure:</b> \$ 110,741.00 <b>Source of Funds:</b> Operating Funds
<b>APPROVAL / REVIEWS</b>	<input checked="" type="checkbox"/> Department Head /VP <input checked="" type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input type="checkbox"/> Legal Counsel: <b>Other – Name/Title:</b> Terry McKee/Procurement Director
<b><u>BACKGROUND</u></b>	
<p><b>1. What is the objective of this action?</b> This approves the award of KCDC's bid for Meals for the Manor Q2402 with Chef Maurice &amp; Company. KCDC operates a service program known as The Manor for senior citizens and is located on the 2nd and 3rd floors of Northgate Terrace. The program houses up to 41 residents, providing a package of services that enable the residents to remain independent while living in the community for as long as possible. The service package includes two daily meals, two wellness checks, light cleaning, laundry service, an emergency call pendant and case managers. This award is for the evening meal for residents.</p> <p><b>2. Why is the action needed now?</b> The incumbent's award ends on January 31st and the cost had increased leaving the new vendor a better price.</p> <p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b> The vendor will work with KCDC's Supportive Services Coordinator (Grae Potter) and KCDC's Supportive Services Associate (Tina Muncey) to provide these services.</p> <p><b>4. What are the long-term and short-term exposures?</b> KCDC's exposure is paying the vendor. Note that this is an initial one-year award with four optional one-year extensions.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	KCDC has provided this service since the Manor was created. Shoney's has held the award for years and prior to Shoney's, various catering firm held the award. In addition to reference checks, KCDC's staff tasted samples of meals from the proposed vendor and found them satisfactory.
<b>ATTACHMENTS</b>	Bid Tabulation Form



**Benjamin M. Bentley, Executive Director/CEO**

901 N. Broadway • Knoxville, TN 37917  
865.403.1100 • Fax 865.403.1117  
800.848.0298 (Tennessee Relay Center)  
[www.kcdc.org](http://www.kcdc.org)

**TO:** The KCDC Board

**FROM:** Benjamin M. Bentley, Secretary

**DATE:** January 10, 2024

**SUBJECT:** Approval of the award of a contract for Meals for Manor Residents Q2402 with Chef Maurice & Company.

KCDC's Procurement Policy requires written formal solicitations (publicly advertised and opened) in all cases where the aggregate cost of the item(s) or service(s) requested is \$50,000 or more. Staff requests Board approval of the following recommendation.

<b>Scope of Work</b>	Provide meals for the residents of the Manor at Northgate.
<b>Funding Source</b>	Operating funds
<b>Total Award Amount</b>	\$110,741.00 (approximately since the final number depends on the number of residents present each day). This is an initial one-year award with four optional one-year extensions.
<b>Review Committee</b>	Grae Potter, Supportive Services Coordinator Tina Muncey, Supportive Services Associate Terry McKee, Procurement Director
<b>Solicitation Type</b>	Invitation for Bids

<b>Company</b>	<b>Cost per Meal</b>	<b>Recommended for Approval</b>
Chef Maurice & Company+	\$7.40	Yes
Shoney's of Knoxville	\$8.25	No

<b>This solicitation was distributed to:</b>	
KCDC's Web Page	KCDC's Registered Vendors
KCDC property offices for publication on their bulletin boards	
Associated Construction Women*	Associated General Contractors of Tennessee
Atlanta Chapter <i>National Association of Black Women in Construction</i> *+	Black Contractors Association+
Centro Hispano de East Tennessee+	Construction Market Data
Dodge Data & Analytics	Knox County's Supplier Diversity Office*+
Knoxville Area Urban League+	Knoxville Builder's Exchange
Knoxville Chamber Partnership	Knoxville's DBAC Office*+
Knoxville Equity Partners+	SCORE
SERC	Small Business Administration
Tennessee Small Business Development Center	Tennessee Minority Supplier Development Council+
Tennessee Valley Authority Diversity Outreach*+	WJBE Radio+
U.S. Department of Commerce Minority Business Development Agency+	

\* Denotes an organization promoting/assisting Woman Owned Businesses

+ Denotes an organization promoting/assisting Minority Owned Businesses



# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

## BOARD ACTION FORM - ITEM 9

<b>MEETING DATE</b>	January 25, 2024
<b>AGENDA ITEM DESCRIPTION</b>	Approval is requested to award Contract Q2409 for roofing services at Autumn Landing and Nature's Cove to Iron Horse Builders.
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Jim Barker, Vice President of Administration
<b>MEETING TYPE</b>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	<b>Budgeted: \$</b> _____ <b>Expenditure: \$</b> 470,496.00 <b>Source of Funds:</b> Replacement Reserves
<b>APPROVAL / REVIEWS</b>	<input checked="" type="checkbox"/> Department Head /VP <input checked="" type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input type="checkbox"/> Legal Counsel: _____ <b>Other – Name/Title:</b> Terry McKee/Procurement Director
<b><u>BACKGROUND</u></b>	
<p><b>1. What is the objective of this action?</b></p> <p>This action approves the award of KCDC's solicitation for Roofing Services for Autumn Landing and Nature's Cove Q2409 to Iron Horse Builders. While three bids are recorded on the bid tabulation and these indicate that the low bid is substantially less than the other two bids, four other bids were submitted but had to be rejected due to non-compliance with either state contractor licensing rules or federal bonding regulations. The four rejected bids are in close cost proximity to the recommended low bid.</p>	
<p><b>2. Why is the action needed now?</b></p> <p>Various apartment buildings at Autumn Landing and Nature's Cove require roofing services to stop leaking roofs. Due to current weather conditions, the work will be conducted once the Board approves the award and as weather conditions (temperature and sun heat) allow for the work to be properly performed.</p>	
<p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b></p> <p>The vendor will work with KCDC's Construction and Maintenance Director, KCDC's Maintenance Director and site staff to provide these services as weather permits.</p>	
<p><b>4. What are the long-term and short-term exposures?</b></p> <p>The short term exposure is getting the work done, paying the vendor and preventing water leak damage. There are no long term on-going costs.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	This is routine roof replacement that is necessary as roofing materials age. KCDC proposes to engage a vendor to roof with TAMCO brand, dimensional shingles.
<b>ATTACHMENTS</b>	Bid Tabulation Form



**Benjamin M. Bentley, Executive Director/CEO**

901 N. Broadway • Knoxville, TN 37917  
865.403.1100 • Fax 865.403.1117  
800.848.0298 (Tennessee Relay Center)  
www.kcdc.org

**TO:** The KCDC Board

**FROM:** Benjamin M. Bentley, Secretary

**DATE:** January 10, 2024

**SUBJECT:** Approval of the award of a contract for Roofing Services for Autumn Landing and Nature's Cove Q2409 with Iron Horse Builders.

KCDC's Procurement Policy requires written formal solicitations (publicly advertised and opened) in all cases where the aggregate cost of the item(s) or service(s) requested is \$50,000 or more. Staff requests Board approval of the following recommendation.

<b>Scope of Work</b>	Provide roofing services at Autumn Landing and Nature's Cove apartments.
<b>Funding Source</b>	Replacement Reserves
<b>Total Award Amount</b>	\$470,496.00 (plus \$62.00 per decking board that must be replaced)
<b>Review Committee</b>	Jack Canada, Maintenance and Construction Manager Tim Hatfield, Maintenance Director Terry McKee, Procurement Director
<b>Solicitation Type</b>	Invitation for Bids

<b>Company</b>	<b>Amount for the Total Project</b>	<b>Recommended for Approval</b>
Balinger Construction	\$882,036.00	No
Eskola	\$757,795.00	No
Iron Horse Builders	\$470,496.00	Yes

**This solicitation was distributed to:**

KCDC's Web Page	KCDC's Registered Vendors
KCDC property offices for publication on their bulletin boards	
Associated Construction Women*	Associated General Contractors of Tennessee
Atlanta Chapter <i>National Association of Black Women in Construction</i> *+	Black Contractors Association+



Centro Hispano de East Tennessee+	Construction Market Data
Dodge Data & Analytics	Knox County's Supplier Diversity Office*+
Knoxville Area Urban League+	Knoxville Builder's Exchange
Knoxville Chamber Partnership	Knoxville's DBAC Office*+
Knoxville Equity Partners+	SCORE
SERC	Small Business Administration
Tennessee Small Business Development Center	Tennessee Minority Supplier Development Council+
WJBE Radio+	
U.S. Department of Commerce Minority Business Development Agency+	

\* Denotes an organization promoting/assisting Woman Owned Businesses

+ Denotes an organization promoting/assisting Minority Owned Businesses

# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

## BOARD ACTION FORM - ITEM 10

<b>MEETING DATE</b>	January 25, 2024
<b>AGENDA ITEM DESCRIPTION</b>	Approval is requested to authorize Purchase Order 6149 with Sanders Pace Architecture in an amount not to exceed \$150,000 for master planning in the South Waterfront Redevelopment Area.
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Ben Bentley, Executive Director/CEO
<b>MEETING TYPE</b>	<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	<b>Budgeted:</b> \$150,000 <b>Expenditure:</b> \$150,000 <b>Source of Funds:</b> City of Knoxville - Planning/Redevelopment Funds
<b>APPROVAL / REVIEWS</b>	<input type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input type="checkbox"/> Legal Counsel: _____ <b>Other – Name/Title:</b> City of Knoxville
<b><u>BACKGROUND</u></b>	
<p><b>1. What is the objective of this action?</b> In the original South Waterfront Connectivity Study conducted by Sanders Pace, high level planning focused on three critical opportunities to improve connectivity between the north and south waterfronts. This master planning exercise will explore the area along West Blount Ave and Scottish Pike in greater detail, focusing on infrastructure, site planning, and connectivity in preparation for the development of a pedestrian bridge and surrounding mixed use. The contract includes community outreach and engagement.</p> <p><b>2. Why is the action needed now?</b> This action is needed now so KCDC and the City of Knoxville can begin community engagement and master planning for the south landing of the pedestrian bridge.</p> <p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b> Sanders Pace Architecture will perform the work and KCDC and City of Knoxville staff will oversee the work and provide contractor oversight.</p> <p><b>4. What are the long-term and short-term exposures?</b> The short and long term exposures to KCDC is the cost of the Sanders Pace Architecture contract. This work is covered by previously approved \$300k in City of Knoxville funds.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	This is a continuation of the South Waterfront project which began in 2006. Sanders Pace is on KCDC's award for A/E services and the firm can be engaged, due to their expertise and experience, without another formal solicitation process. KCDC selected this firm as "most qualified" and negotiated a tentative not-to-exceed fee with the firm.
<b>ATTACHMENTS</b>	Proposal of Sanders Pace Architects

**Proposal#: 2322.01**

20 October 2023

Knoxville's Community Development Corporation  
901 N Broadway St  
Knoxville, TN 37917

**ATTN:** Ben Bentley, Executive Director/CEO

**RE:** South Knoxville Bridge RFQ/P

Dear Ben:

It has been a pleasure working with you and the City of Knoxville to develop the South Knoxville Connectivity Study. **SANDERS PACE ARCHITECTURE** and **PORT Urbanism** would be honored to be retained as the design team for continued services relating to the development of the Down River South Knoxville Waterfront Development RFQ/P. After our initial discussion with you, we are able to identify the scope and quantify our fees for the following phases and the associated Professional Services required throughout this exciting endeavor.

**Project Understanding:**

The fee proposal below outlines how we would approach assisting KCDC and COK in the assembly of a hybrid RFQ/P to engage real estate developer(s) for the Down River South Knoxville Waterfront Development, as well as the anticipated fee and schedule associated with the work.

Our understanding is that SPa and PORT will be retained to research implementation models and strategies for projects of a similar scope to the Down River South Knoxville Waterfront Development, in order to provide recommendations for sequencing, delivery strategies, financing approach, a minimum and maximum target programming matrix, and new parcelization of the development area to support KCDC in their pursuit of engaging real estate developer(s). Design work related to the bridge is not included in this proposal, however this proposal includes scope for collaboration and coordination with the bridge design team.

The final deliverables of this proposal will primarily be exhibits—drawings, diagrams, etc.—to support the RFQ/P, which are described more specifically in the outline below. Our understanding is that the SPa/PORT team will not be producing the RFQ/P, providing the written components, or creating a Pro Forma for the project. These tasks will be undertaken by KCDC and COK, in coordination with the SPa/PORT team's efforts.

**Notes:**

- Participation in and support of works sessions related to the Down River Memo of Understanding (MOU) is included in this proposal under Task 1.
- The research and study included in this proposal will inform and define the scope of work for the Pedestrian and Bike Bridge project, and coordination with the bridge design team is included in this proposal. Design work related to the bridge is not included.

Work will be sequenced in the following manner:

**Task 1: Down River MOU (COMPLETE)**

Coordination & execution of stake holder work sessions with COK, UTK, and the Aslan Foundation to further develop Node 4 within the Down River District, an area of importance identified during the South Knoxville Connectivity Study. Work sessions & resulting drawings focus on the Pedestrian and Bike Bridge, it's landings and key connections, as well as the surrounding parcels directly affected by the bridge. Working MOU exhibits developed through this task include:

- Preliminary Property Acquisition Strategy Map
- Primary Parcel Ownership & Uses Map
- Plan studies exploring Pedestrian & Bike Connections
- Programmatic Test Fits & Studies communicated through plan, section and 3D drawings
- Involvement in & graphic support of MOU work sessions

**Task 2: Draft Project Vision & Goals | 8 Weeks**

The design team will work with KCDC and COK to identify appropriate case studies and project delivery precedents. Precedents shall be similar in scope and scale, and exhibit a high caliber of design & resiliency standards. The design team will work with the client group to identify challenges and opportunities exemplified in the case studies that relate to this project, and use knowledge gained to inform the RFQ/P document and hold the selected developer(s) to the highest level of excellence. KCDC and COK will obtain input from real estate advisors and relay feedback to the team. The team will work collectively to define draft project goals and vision, and to identify the most appropriate project delivery method(s) to help structure the RFQ/P document requirements.

**Meetings & Deliverables:**

- Research and study including the following | *beginning November 2023*
  - Example RFQ and/or RFP Documents
  - Project & Implementation Case Studies
  - Guiding Principles and Best Practices discovered through research
  - Potential strategies to study further in Task 4

**Task 3: Neighborhood & Stakeholder Engagement, P3 Work Sessions & Programming | 4 Weeks**

The design team will facilitate work sessions with KCDC, COK, and stakeholder partners including UTK and the Aslan Foundation, to refine and clarify the vision & goals of the project. These guiding principles will be included in the RFQ/P document and set the tone for the project moving forward. This task also includes preparation for & execution of multiple neighborhood round-table discussions to gather input from the community, and culminates in a programmatic matrix identifying goals & objectives for the project. The design team will not be producing a pro forma as a part of this process.

**Meetings & Deliverables:**

- Draft Materials for work sessions and community feedback, including:
  - Draft Project Vision & Goals
  - Preliminary Connectivity & Parcelization (from Connectivity Study)
- Project team work sessions as needed (KCDC, COK, SPa, PORT)
- One Stakeholder Work Session (UTK, Aslan, others as necessary) | *late 2023*
- Three neighborhood round-table meetings | *January 2024*
- Summary report of Engagement Feedback
- Initial exhibits to support the programmatic matrix
- Ongoing meetings with COK + stakeholders as needed

**Task 4: Development & Delivery of the RFQ/P Document Exhibits – (Future proposal)**

The design team will test development sequencing, through sketch, diagram & plan drawings, for review and discussion with KCDC and COK. These studies will build upon the preferred strategies identified in Task 2. They will explore the delineation between public & private land, the layout of parcels to best serve the public realm, define which parcels are part of the RFQ/P, gauge the capacity of COK to own and operate new public infrastructure, and define how bridge construction is sequenced and financed. Design of the Pedestrian and Bike Bridge will not be explored in this study, but important connections and/or features may be identified along with that project's scope of work. KCDC and COK will obtain and relay input from real estate advisors, enabling the project team to identify a preferred sequencing scenario.

The design team will elaborate upon the preferred sequencing scenario, studying the public realm elements and spaces, and individual development parcels. Plans, renderings, and sketches may be utilized as needed to communicate important features that may be included as exhibits in the RFQ/P. This task includes one stakeholder work session to review the preferred sequencing scenario with UTK, Aslan, and others as necessary.

The project team will identify & refine the necessary exhibits for the Down River South Knoxville Waterfront Development RFQ/P. It will be the responsibility of KCDC and COK to gather information from other city entities, contribute their own expertise and legal requirements, provide written components, and compile the final RFQ/P document.

**Meetings & Deliverables:**

- Materials for continued work sessions and community feedback, including:
  - Refined Project Vision + Goals
  - Refined Connectivity + Parcelization
  - Preliminary Design Diagrams + Ideas
- Project team meetings as needed (KCDC, COK, SPa, PORT)
- One stakeholder work session (UTK, Aslan, others as necessary)
- Up to three sequencing scenarios
- RFQ/P Exhibits, including a preliminary re-platting map
- Preliminary Pedestrian and Bike Bridge Scope of Work Document
- Master North Waterfront/UT Campus Connectivity Map

**Basic Fee:**

Based on the 12-week schedule outlined above, the Spa/PORT team estimates that this work will entail 576 hours total of staff time. Fees are based on an Hourly Not-to-Exceed fee for the services outlined above based on our current staffing rates for 2023 (shown below for reference). This equates to a total NTE fee of \$139,845.00, broken down by phase as shown:

Task 01 Fees	\$46,125.00
Task 02 Fees	\$59,440.00
Task 03 Fees	\$34,280.00
<b>Total Fee</b>	<b>\$139,845.00</b>
<b>Reimbursable Expenses (Travel, Printing, etc.)</b>	<b>\$7,000.00</b>

All Phases are billed hourly payable upon completion and/or monthly.

### **Hourly Costs:**

All Owner and/or Contractor requested revisions, additional site visits, additional services and other modifications to the design and/or drafting, will be billed at the rates listed below. This proposal is valid for a period of 60 days from the date of the proposal.

### **2023 SPa, LLC and PORT Urbanism Hourly Rates:**

Principal Architect	\$225.00
Project Manager	\$155.00
Project Architect	\$135.00
Staff Architect	\$125.00
Architectural Associate	\$115.00
Intern Architect	\$95.00
Administrative/Clerical	\$50.00

### **Schedule:**

The services can begin immediately as required and will be phased accordingly as mentioned above. Once notice to proceed (NTP) is given a review of impact to schedule is required. NTP has been estimated at this time prior to submittal.

### **Exclusions from this Proposal (available as required):**

1. Extensive site grading, site retaining walls and retention/detention ponds. Any environmental issues are also excluded including material testing and environmental reports.
2. Detailed Cost Consulting Services, available upon request.
3. Site and Topographic surveys.
4. Geotechnical reports to determine adequate soil bearing pressures based on a per job basis.
5. Engineering Services including Civil, Mechanical, Electrical, Plumbing, and Structural
6. Detailed site design and planning including: detailed grading, materials and planting selections, signage, furniture, and other specific site element and/or placemaking selections
7. High Resolution Renderings.
8. Physical presentation model(s).

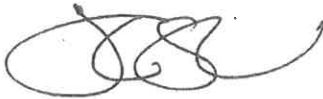
Our next step, upon your review and acceptance of this proposal, would be to issue a contract and proceed with work under your direction.

All subconsultant services deemed necessary for job completion will be contracted through the Architect and will be billed at the subconsultant's hourly rate or for a fixed fee. The Architect will notify the client if services are necessary prior to commencement of any work.

Should you have any questions or comments regarding this proposal, please feel free to contact our office.

Sincerely,

**SANDERS PACE ARCHITECTURE**



By: John Lynch Sanders, FAIA LEED AP  
Principal Architect



By: Brandon F. Pace, FAIA LEED AP  
Principal Architect

---

**TERMS AND CONDITIONS ON THE NEXT PAGE ARE AN INTEGRAL PART OF THIS AGREEMENT AND ARE INCORPORATED HEREIN BY AGREEMENT OF THE PARTIES**

Accepted By:

---

Ben Bentley, Executive Director and CEO - KCDC

Date

## **SANDERS PACE ARCHITECTURE, LLC TERMS AND CONDITIONS**

### **ACCESS TO THE SITE / JOBSITE SAFETY:**

Unless otherwise stated, SANDERS PACE ARCHITECTURE, LLC ("SPA") will have access to the site for activities necessary for the performance of the services. The Client understands that SPA is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or job site safety, and will not be responsible for any losses or injuries that occur at the Project site.

### **INDEMNIFICATIONS:**

The Client shall indemnify, defend, save and hold harmless SPA and its managers, employees and consultants from suits, claims, actions, damages, and expenses, including reasonable attorney fees, to the extent caused by the negligent acts or omissions of the Client and its officers, employees, directors and agents. Nothing herein shall be construed to require indemnity from the Client for the Client's sole negligence.

### **INSURANCE:**

SPA endeavors to secure and maintain such insurance as SPA believes is reasonable for architectural firms of its size.

### **RISK ALLOCATION/LIMITATION OF SPA LIABILITY:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and SPA, the risk have been allocated such that the Client agrees that, to the fullest extent permitted by law, SPA's total liability to the Client for any and all injuries, claims losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of our fee or One Million (\$1,000,000.00) dollars, whichever is greater for any claim arising out of SPA's negligence.

### **FIDUCIARY RESPONSIBILITY:**

No term, provision, recital, or undertaking required by this Agreement, or any action taken in furtherance of the performance of this Agreement, shall be deemed to create, nor shall it give rise to, establish, or constitute a fiduciary relationship between the Architect and the Client.

### **CHANGES:**

The Client/Owner may request changes in the Scope of Services Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the SPA's compensation, which are mutually agreed upon by and between the Client and SPA shall be incorporated into this Agreement by written amendment. Any changes made to the Construction Documents by the Client or the Client's agents or representatives, are strictly prohibited without the knowledge and written consent of SPA. The Client shall indemnify, defend and hold SPA harmless from all claims for damages, injuries, and/or death resulting from the unauthorized alteration of Construction Documents.

### **TERMINATION OF SERVICES:**

This agreement may be terminated by the Client or SPA upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. In the event of termination not the fault of SPA, the Client shall compensate SPA for services performed prior to termination, together with Reimbursable Expenses, as well as Termination Expenses due.

### **REIMBURSABLE EXPENSES:**

Reimbursable expenses are in addition to compensation for Basic services, and include, but not limited to, expense of transportation in connection with the project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the project; expenses of reproduction of drawings, and specifications, and other documents; expenses for postage and handling of drawings. These reimbursable expenses shall be billed as a direct pass-through expense except in the case of printing and modeling or mock-up materials specifically used for this project which will be billed as a multiple of 1.2 times the cost incurred by SPA.

### **TERMINATION EXPENSES:**

Termination Expenses are in addition to compensation for Basic services, and include expenses which are directly attributed to termination, and are computed as a percentage of the total compensation for Basic Services earned to time of termination, as follows;

- A. Twenty percent of the total compensation for Basic services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases;
- B. Ten percent of total compensation for Basic services earned to date if termination occurs during Design Development Phase.
- C. Five percent of the total compensation for Basic services earned to date if termination occurs during any subsequent phase.

### **DISPUTE RESOLUTION:**

All claims, counterclaims, disputes ("Disputes") and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof shall be presented to non-binding mediation prior to any trial or hearing on the merits of the Disputes.

### **OWNERSHIP OF DOCUMENTS:**

All documents produced by SPA under this agreement shall remain the property of SPA and may not be used by the Client or any person or endeavor without written consent SPA.

### **APPLICABLE LAW:**

Unless otherwise provided, this agreement shall be governed by the law of the principal place of business of SPA.

### **BILLING AND PAYMENTS:**

Invoices for services shall be submitted, at SPA's option, either upon completion of such services or on a monthly basis, unless otherwise stated on page one. Invoices are due when rendered and shall be considered past due if not paid within Thirty (30) days after issue date. If the invoice is not paid within thirty (30) days, SPA may without waiving claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. Retainers or initial payments shall be credited on final invoice.

### **LATE PAYMENTS:**

Unpaid accounts may be subject to a monthly service charge of 1.5% of the then unpaid balance (18.0% true annual rate), at the sole discretion of SPA.



## CHOTO GP CORPORATION

Date: January 19, 2024

To: Board of Directors

From: Nancy White, Secretary/Treasurer

Subject: **AGENDA**  
Meeting of the Board of Directors  
**Thursday, January 25, 2024, 5 p.m.**  
901 N Broadway Street  
Knoxville, TN 37917

1. Call to Order.
2. Approval is requested to execute the minutes for the *annual* meeting held on May 25, 2023. [\(Item 2 attached\)](#)

### REDEVELOPMENT (Jim Hatfield)

3. Resolution authorizing revisions to the Choto Landing project documents and agreement to reflect the new name and location.  
[\(Item 3 attached\)](#)
4. Adjourn

## CHOTO GP CORPORATION

### ANNUAL MEETING MINUTES

The Board of Directors of the Choto GP Corporation met on **May 25, 2023** at 901 N. Broadway, Knoxville, Tennessee 37917.

The meeting was called to order and a quorum declared present at 5:38 p.m. Those Directors present and absent were:

**Present:** Director Kim Henry  
Director Scott Broyles  
Director Felix Harris

**Absent:**

Approval to execute the minutes of the *initial* meeting held on February 23, 2023. Director Harris made a motion to approve. Director Broyles seconded the motion. All Directors present voted "Aye."

Approval to elect officers. Director Broyles made a motion to elect the following slate of officers. Director Harris seconded the motion. All Directors present voted "Aye."

<b>President:</b>	Benjamin Bentley
<b>Vice President:</b>	Jim Hatfield
<b>Secretary/Treasurer:</b>	Nancy White

With no further business to come before the Board, the meeting adjourned by consent at 5:39 p.m.

---

Benjamin M. Bentley, President

**Approved:**

**ATTEST:**

---

Nancy White, Secretary

**Approved:**

# CHOTO GP CORPORATION

## BOARD ACTION FORM

<b>MEETING DATE</b>	January 25, 2024
<b>AGENDA ITEM DESCRIPTION</b>	Resolution authorizing revisions to the Choto Landing project documents and agreements to reflect the project's new name and location
<b>SUBMITTED BY</b>	<b>Name, Title / Department:</b> Jim Hatfield, Vice President, Redevelopment
<b>MEETING TYPE</b>	<input type="checkbox"/> Regular <input checked="" type="checkbox"/> Special <input type="checkbox"/> Annual
<b>CLASSIFICATION</b>	<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Approval
<b>BUDGET / FINANCIAL IMPACT</b>	Budgeted: \$ n/a Expenditure: \$ n/a Source of Funds: n/a
<b>APPROVAL / REVIEWS</b>	<input checked="" type="checkbox"/> Department Head /VP <input type="checkbox"/> Budget/Finance <input checked="" type="checkbox"/> Executive Director/CEO <input checked="" type="checkbox"/> Legal Counsel: BBS Other – Name/Title:
<b><u>BACKGROUND</u></b>	
<p><b>1. What is the objective of this action?</b> The Choto Landing project has been replaced with a new project location at 1645 Ebenezer Road (near the intersection of Ebenezer and Bluegrass). To recognize the project's new location, a resolution authorizing changes to the project name and entity names from Choto Landing to Bluegrass as well as updating the project address is needed.</p> <p><b>2. Why is the action needed now?</b> The new project site is under contract and closing along with construction commencement is expected to begin in late 2Q 2024.</p> <p><b>3. Who are the parties involved and what are their roles (if appropriate)?</b> Dominion Group as KCDC's ownership partner and project developer.</p> <p><b>4. What are the long-term and short-term exposures?</b> None.</p>	
<b>HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)</b>	In 2023, Choto GP Corporation entity was formed in connection with the Choto Landing project.
<b>ATTACHMENTS</b>	Resolution, Amendment to Certificate of LP, State entity name change form, amended LPA, amended bylaws

RESOLUTION NO. 2024-\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF  
CHOTO GP CORPORATION REGARDING  
AMENDMENTS TO CERTAIN ORGANIZATIONAL DOCUMENTS

January 25, 2024

The board of directors (the "Board") of Choto GP Corporation, a Tennessee nonprofit corporation (the "Corporation"), has met pursuant to proper notice and does hereby resolve:

**WHEREAS**, Knoxville's Community Development Corporation ("KCDC") 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**, the Corporation was previously formed by KCDC pursuant to Tenn. Code Ann. § 13-20-104(b) for the purpose of facilitating the financing and development of an affordable housing project (the "Project") to be located at approximately 12320 Northshore Drive in Knoxville, Tennessee (collectively, the "Original Project Site"); and

**WHEREAS**, the Corporation, together with DGA Residential, LLC (the "Developer"), formed a limited partnership known as DGA Choto LP (the "Limited Partnership") to serve as the owner of the Project; and

**WHEREAS**, the Board and the Developer have determined that the site of the Project should be relocated from the Original Project Site to approximately 1645 Ebenezer Road in Knoxville, Tennessee (the "New Project Site"); and

**WHEREAS**, the Board and the Developer have further determined that the names of the Corporation and the Limited Partnership should be changed to "Bluegrass GP Corporation" and "DGA Bluegrass LP", respectively; and

**WHEREAS**, the Board desires to approve and authorize the amendment of the organizational documents of the Corporation and all such other documentation as is necessary to reflect the change in the location of the Project and the new names of the Corporation and the Limited Partnership as set forth herein, including but not limited to (i) Articles of Amendment to the Charter of the Corporation (the "Charter Amendment"); (ii) Amended and Restated Bylaws of the Corporation (the "Amended Bylaws"), (iii) an Amendment to the Certificate of Limited Partnership of the Limited Partnership (the "LP

Certificate Amendment”), and (iv) a First Amended and Restated Limited Partnership Agreement (the “A&R Partnership Agreement” and, together with the Charter Amendment, the Amended Bylaws, the LP Certificate Amendment, and such other documents required to effect the changes described herein, the “Amendment Documents”), drafts of which have been submitted to the Board and shall be filed with the records of the Corporation.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CHOTO GP CORPORATION:**

**RESOLVED**, that the President, Vice President and Secretary and Treasurer of the Corporation, and/or any other officer of the Corporation, acting alone or in combination with one another (individually and collectively the “Authorized Officers”), is/are authorized and empowered to execute and cause to be filed or recorded, as applicable, the Amendment Documents; and, further

**RESOLVED**, that the Amendment Documents shall be similar to the forms submitted, which are hereby approved, with such completions, omissions, insertions and changes as may be approved by counsel to the Board and the officers executing it, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes; and, further

**RESOLVED**, that the Authorized Officers, acting alone or in combination with one another, are authorized and empowered to execute and cause to be filed or recorded, as applicable, any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officers in order to carry out the changes set forth herein; and, further

**RESOLVED**, that any and all other actions heretofore taken on behalf of the Corporation by the Authorized Officers to execute, deliver, file, and/or record 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.

Adopted this 25<sup>th</sup> day of January, 2024.

**CHOTO GP CORPORATION**

By: \_\_\_\_\_  
Secretary

**CERTIFICATE OF AMENDMENT**  
**TO THE**  
**CERTIFICATE OF LIMITED PARTNERSHIP**  
**DGA CHOTO LP**

Pursuant to the provisions of Section 61-3-202 of the Tennessee Revised Uniform Limited Partnership Act of 2017, the undersigned general partner hereby executes the following certificate of amendment:

1. The name of the Partnership is DGA Choto LP.
2. The original Certificate of Limited Partnership was filed with the Secretary of State on February 27, 2023. The purpose of this amendment is to make the following changes to the original Certificate of Limited Partnership: (i) to change the name of the Partnership from DGA Choto LP to DGA Bluegrass LP; (ii) to change the address of the registered agent and registered office of the Partnership; (iii) to change the address of the principal office of the Partnership; and (iv) to change the name of the general partner.
3. Paragraphs 1, 2, 3 and 4 of the Certificate of Limited Partnership are hereby modified and amended by deleting the existing Paragraphs 1, 2, 3 and 4 in their entirety and substituting the following in lieu therefore:
  1. The name of the Partnership is DGA Bluegrass LP.
  2. The name of the initial registered agent and the address of the initial registered office of the Partnership is as follows:

Craig Cobb  
6305 Kingston Pike  
Knoxville, Knox County, Tennessee 37919
  3. The address of the principal office of the Partnership is as follows:

6305 Kingston Pike  
Knoxville, Knox County, Tennessee 37919

Business email address is [Entities@DominionDG.com](mailto:Entities@DominionDG.com)
  4. The name and business mailing address of the General Partner is as follows:

Bluegrass GP Corporation  
901 N. Broadway  
Knoxville, Knox County, Tennessee 37917

4. This Certificate of Amendment shall be effective upon its filing with the Secretary of State of Tennessee.

IN WITNESS WHEREOF, the undersigned has executed and sworn to this Certificate of Amendment to the Certificate of Limited Partnership as of the day and year first above written.

BLUEGRASS GP CORPORATION,  
General Partner

By: \_\_\_\_\_  
Benjamin M. Bentley,  
President

27886327.1

State of Tennessee



Department of State  
Corporate Filings

312 Rosa L. Parks Avenue  
6<sup>th</sup> Floor, William R. Snodgrass Tower  
Nashville, TN 37243

For Office Use Only

ARTICLES OF AMENDMENT  
TO THE CHARTER  
(Nonprofit)

Corporate Control Number (If Known) 001396355

Pursuant to the provisions of section 48-60-105 of *The Tennessee Nonprofit Corporation Act*, the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears of record:

Choto GP Corporation

If changing the name, insert the new name on the line below:

Bluegrass GP Corporation

2. Please check the block that applies:

☒ Amendment is to be effective when filed by the secretary of state.

☐ Amendment is to be effective, \_\_\_\_\_ (month, day, year)

(Not to be later than the 90th day after the date this document is filed.) If neither block is checked, the amendment will be effective at the time of filing.

3. Please insert any changes that apply:

a. Principal address: \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State/County) \_\_\_\_\_ (Zip Code)

b. Registered agent: \_\_\_\_\_

c. Registered address: \_\_\_\_\_ (Street) \_\_\_\_\_ (City) \_\_\_\_\_ (State/County) \_\_\_\_\_ (Zip Code)

d. Other changes: \_\_\_\_\_

4. The corporation is a nonprofit corporation.

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

6. The amendment was duly adopted on January 18, 2024 (month, day, year)  
by (please check the block that applies):

☐ The incorporators without member approval, as such was not required.

☒ The board of directors without member approval, as such was not required.

☐ The members

7. Indicate which of the following statements applies by checking the applicable block:

☒ Additional approval for the amendment (as permitted by §48-60-301 of the tennessee nonprofit corporation act) was not required.

☐ Additional approval for the amendment was required by the charter and was obtained.

\_\_\_\_\_  
Signer's Capacity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signer (typed or printed)



## **FIRST AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**

This First Amended and Restated Limited Partnership Agreement (the “Partnership Agreement”) is made and entered into effective January 25, 2024, by and between Bluegrass GP Corporation, a Tennessee nonprofit corporation (the “General Partner”), DGA Bluegrass SLP, LLC, a Tennessee limited liability company (the “Special Limited Partner”), and Knoxville’s Community Development Corporation, a housing and redevelopment authority of the City of Knoxville, Tennessee organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. §§ 13-20-101, et seq. (the “Limited Partner”; the Special Limited Partner and the Limited Partner may be sometimes hereinafter referred to collectively as the “Limited Partners” or individually as the “Limited Partner”; the General Partner, the Special Limited Partner, the Limited Partner and any other partners who execute this Partnership Agreement from time to time being referred to hereafter collectively as the “Partners”).

FOR AND IN CONSIDERATION of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the Partners do hereby agree as follows:

1. Formation.

- (a) Adoption of Partnership Agreement; Certificate is Controlling. The Partners hereby adopt this Partnership Agreement and agree to govern the business of the Partnership among themselves according to the terms of the Act and this Agreement. By executing this Partnership Agreement, the Partners hereby adopt, approve and ratify the Certificate of Limited Partnership dated as of February 23, 2023 and filed with the Tennessee Secretary of State on February 27, 2023, as amended by the Amendment to Certificate of Limited Partnership filed with the Tennessee Secretary of State on January \_\_, 2024 (the “Certificate”). If there is any conflict between the terms of this Partnership Agreement and the Certificate, the Certificate shall control.
- (b) Name of Partnership. The name of the Partnership shall be “DGA Bluegrass LP”, and the business and activities of the Partnership shall be conducted under either that name or any other name chosen by the General Partner.
- (c) Registered Office and Address. The Partnership shall maintain a registered office in Tennessee at c/o Craig Cobb, 6305 Kingston Pike, Knoxville, Knox County, Tennessee 37919. The initial registered agent of the Partnership shall be Craig Cobb.
- (d) Principal Place of Business. The principal place of business of the Partnership shall be 6305 Kingston Pike, Knoxville, Knox County, Tennessee 37919. The Partnership may maintain such other offices and places of business as the General Partner may deem advisable for the benefit of the Partnership. The business email address of the Partnership is Entities@DominionDG.com.
- (e) Names and Addresses of Partners. Any Partner who changes his or her address shall give written notice thereof to the Partnership.

- (f) Purposes. The purposes and business of the Partnership are as follows:
- (1) Certain Specific Business Purposes. To facilitate the development of a low-income housing facility for residents of Knoxville and Knox County, Tennessee; and
  - (2) Broad Business Purpose. To engage in any lawful business or activity permitted under the Act.
- (g) Powers of the Partnership. The Partnership is authorized:
- (1) Acquire Assets. To construct, purchase, lease, receive or otherwise acquire any real or personal property;
  - (2) Manage, Operate, Convey and Encumber Assets. To operate, maintain, improve, sell, option, convey, assign, pledge, mortgage, lease or otherwise manage, transfer or encumber any assets owned by the Partnership;
  - (3) Borrow Funds. To borrow money and issue evidences of indebtedness in furtherance of the Partnership business, whether secured or unsecured;
  - (4) Refinancings. To prepay, in whole or in part, refinance, recast, increase, modify and extend any Partnership indebtedness;
  - (5) Enter into Contracts. To execute, deliver and perform such agreements, documents and instruments as may be advisable in connection with the conduct of the Partnership business; and
  - (6) Broad Power to Act. To do any and all other acts of any kind whatsoever in connection with the accomplishment of the purposes of the Partnership.
- (h) Term. The term of the Partnership shall commence upon the filing of the Certificate in the office of the Tennessee Secretary of State and shall continue until the dissolution and liquidation of the Partnership have been completed as hereinafter provided.

2. Capital.

- (a) Capital Contributions.
- (1) Initial Capital Contributions. The Partners agree to contribute assets to the capital of the Partnership as shown on Exhibit A.
  - (2) No Additional Capital Contributions Required. No additional capital contributions shall be required of any Partner.

- (3) Additional Capital Contributions with Consent of General Partner. No partner may contribute additional capital to the Partnership without the prior written consent of the General Partner.
- (b) Capital Accounts. A capital account shall be established on the books of the Partnership for each Partner (the "Capital Accounts"). The General Partnership interest of a General Partner will be maintained separately from any limited partnership interest owned by a General Partner. Such capital accounts will be maintained in accordance with § 704(b) of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder.
- (c) Transfers of Partnership Interests. Upon the transfer by any Partner of any part or all of his or her Partnership Interest as hereinafter provided, the proportionate amount of his or her respective Capital Account shall be transferred to the transferee.
- (d) Limitation on Withdrawals of Capital by Partners Prior to the liquidation of the Partnership:
  - (1) Withdrawals Limited. No Partner shall have the right to withdraw or reduce such Partner's contribution to the capital of the Partnership or to require the Partnership to make any distribution to the Partners (other than distributions required by the specific terms of this Agreement). No Partner shall be entitled to any interest on his or her contributions to the capital of the Partnership.
  - (2) No Priority among Partners. No Partner shall have the right to demand to have distributed, or to receive, any specific class or item of property, and no Partner shall have any priority over any other Partner, either as to contributions of capital or otherwise.

3. Allocation of Profits and Losses.

- (a) Partners' Partnership Interests in Profits and Losses. All Partnership net profits and net losses from whatever source derived (except profits and losses incurred with respect to property contributed to the Partnership by a Partner, which shall be allocated pursuant to § 704(c) of the Code and regulations thereunder), shall be allocated to the Partners pro rata based upon their respective Partnership Interests. The term "Partnership Interest", with respect to any Partner, shall mean the interest of such Partner in the profits and losses of the Partnership. The initial Partnership Interests of the Partners are set forth on Exhibit A attached hereto. The General Partner shall keep accurate records to reflect any and all changes which may occur in the Partnership Interests.
- (b) Transfers of Partnership Interests. If a Partner transfers all or part of such Partner's Partnership Interest, or in the event of any increase or decrease in the Interest of any Partner, whether arising out of the entry of a new Partner, the liquidation (partial or whole) of any Partner's Interest, or otherwise, the share of the profits and

losses of the respective Partners, and each item of income and expense related thereto, shall be determined by reference to the income and expense reflected on the books and records of the Partnership as of the day on which any such event occurs, as if such books and records were closed on such day.

4. Distributions to Partners.

(a) Non-liquidating Distributions.

- (1) In General. Distributions (in cash or in kind) may be made from the Partnership to the Partners in such amounts and at such times as the General Partner shall determine.
  - (2) Intention of Partners with Respect to Operating Distributions. In setting a distribution policy for the Partnership from time to time, the General Partner is directed to take into consideration the fact that the Partners intend that they will always each possess a substantial present economic and financial benefit from their ownership of interests in the Partnership. Accordingly, while it is not required that the Partnership will elect to distribute its net income for any given period, it is anticipated that the General Partner will choose to authorize distributions from the Partnership from time to time, after setting aside such reserves to meet the Partnership's investment, reinvestment and operating needs and goals as the General Partner deems proper under all of the circumstances.
  - (3) Allocation of Distributions Among Partners. All distributions shall be made in accordance with the Partnership Interests of the Partners, except for distributions upon the liquidation of the Partnership which shall be made in the manner provided in subparagraph 4(b) below.
- (b) Liquidation Distributions. Distributions made upon liquidation of the Partnership shall be apportioned among the Partners in accordance with the provisions of subparagraph 12 hereof.

5. Management of Partnership Business.

(a) Partnership Managed by General Partner.

- (1) In General. The management of the Partnership's business shall be vested solely in the General Partner who shall devote such time and attention to the business of the Partnership as may be appropriate; provided, however, the General Partner shall obtain the advance written consent of the Special Limited Partner prior to exercising any rights and powers on behalf of the Partnership. Using available assets of the Partnership, the General Partner shall manage the affairs of the Partnership to the best of the General Partner's ability and shall use the General Partner's best efforts to carry out the General Partner's responsibilities as set forth herein and as provided in the Act. Upon obtaining the prior written consent of the Special Limited

Partner, the General Partner shall have full power to carry out the purposes and objectives of the Partnership through the exercise of the authority conferred upon the Partnership under the terms of this Agreement, including without limitation the power to incur debt or other obligations, and the General Partner shall possess and may enjoy and exercise all of the rights and powers of general partners as more particularly provided by the Act, except to the extent any of such rights may be limited or restricted by the express provisions of this Agreement.

- (2) Fiduciary Obligation to Partners. In all matters pertaining to the Partnership, the General Partner shall owe a fiduciary obligation to the Partners.
- (b) Compensation of General Partner. The Partnership may compensate the General Partner for any services that such General Partner renders to the Partnership in an amount commensurate with the value of the services rendered, provided that such compensation must be approved by the holders of a majority of the Partnership Interests, excluding for this purpose any Limited or General Partnership Interest held by the General Partner receiving the compensation.
- (c) Reimbursement for Expenses. The General Partner shall be entitled to be reimbursed for all reasonable costs and expenses incurred by the General Partner in carrying out the General Partner's duties hereunder or in carrying on the business and activities of the Partnership.
- (d) Partnership Representative. The Partnership shall designate a Partnership Representative pursuant to § 6223 of the Code. The initial Partnership Representative shall be the Special Limited Partner.

6. Rights of Limited Partners.

- (a) No Liability for Partnership Obligations.
  - (1) In General. No Limited Partner shall be subject to assessment nor shall any Limited Partner be personally liable for any of the debts or obligations of the Partnership or for any of the losses of the Partnership beyond such Limited Partner's obligation to contribute to the capital of the Partnership as specified in this Agreement unless an election described in subparagraph 6(a)(2) herein is in force with respect to said Limited Partner.
  - (2) Election to Waive Limited Liability. Any Limited Partner may elect at any time to waive the liability protection offered in subparagraph 6(a)(1) of this Agreement. All Limited Partners making such election will be jointly and severally liable for the debts, obligations, and liabilities of the Partnership however arising (contract, tort, or otherwise) and for the actions of the General Partner acting in furtherance of the Partnership's business or other activity. A Limited Partner may revoke at any time such Limited Partner's election to have joint and several unlimited liability and remain a Limited Partner subject to the liability protection of subparagraph 6(a)(1). The

certificate of limited partnership shall be amended to reflect such election or revocation by a Limited Partner.

- (b) No Right to Participate in Management. Except the Special Limited Partner, no Limited Partner, as such, shall take part in the management of the Partnership's business, or have any power, right or authority to enter into any agreement, execute or sign documents for, make representations on behalf of, or to otherwise act so as to bind the Partnership in any manner.
  - (c) Right to Information and Accountings. Each Limited Partner shall have the right to true and full information of all things affecting the Partnership and to a formal accounting of Partnership affairs whenever circumstances render it just and reasonable.
- 7. Restrictions on Transfers of Partnership Interests. Any transfer or encumbrance by a Partner of all or any portion of such Partner's interest in the Partnership which is not in compliance with this paragraph 7 shall be void and of no effect.
  - (a) Transfers by General Partner. The General Partner may not sell, assign, pledge or otherwise transfer or encumber all or any portion of such General Partner's general partnership interest without the prior written consent of the Special Limited Partner and the Limited Partner.
  - (b) Transfers by Special Limited Partner. The Special Limited Partner may not sell, assign, pledge or otherwise transfer or encumber all or any portion of such Special Limited Partner's special limited partnership interest without the prior written consent of the General Partner and the Limited Partner.
  - (b) Transfers by Limited Partner. The Limited Partner may not sell, assign, pledge or otherwise transfer or encumber all or any portion of such Limited Partner's limited partnership interest without the prior written consent of the General Partner and the Special Limited Partner.
- 8. Conditions on Transferee's Admission to Partnership as a Limited Partner. No person to whom an interest in the Partnership has been transferred shall become a Limited Partner unless:
  - (a) Execution of Partnership Agreement. The transferee signs this Partnership Agreement and agrees to be bound by the terms hereof (unless such transferee is already a Limited Partner); and
  - (b) Payment of Expenses. Such transferee pays all reasonable expenses connected with such admission.
- 9. Books, Records, Accounts, and Reports.
  - (a) Maintenance of Accurate Records. At all times during the existence of the Partnership, the General Partner shall keep, or cause to be kept, full and true books

of account, in which all transactions of the Partnership shall be entered fully and accurately. Such books of account, together with a copy of this Agreement and all amendments hereto, shall at all times be maintained at the principal office of the Partnership and shall be open to reasonable inspection and examination by the Partners or their duly authorized representatives.

- (b) Tax Returns. The General Partner shall have income tax returns prepared for the Partnership; and a report indicating the respective Partners' shares of the net income or losses, capital gains or losses, and other items required under the Code to be separately allocated to each Partner, shall be distributed to the Partners within a reasonable time after the close of the taxable year or the period of the Partnership for which such return was prepared.
  - (c) Partnership Accounts. All funds of the Partnership shall be deposited in a separate account or accounts, and only the Special Limited Partner, and such persons as may be designated by the Special Limited Partner, may sign checks and draw upon such account or accounts.
- 10. Withdrawal or Dissolution of General Partner. The General Partner covenants that it will not voluntarily withdraw from the Partnership prior to the Partnership's dissolution.
- 11. Dissolution. The Partnership shall be dissolved upon the earlier of:
  - (a) Election to Terminate. The election to terminate the Partnership made in writing by the General Partner; or
  - (b) Lack of General Partners. At any time there shall be no General Partner.
- 12. Liquidation. Following the dissolution of the Partnership for any reason, the General Partner, or the person required by law to wind up its affairs, shall liquidate the Partnership and shall apply the proceeds of such liquidation and distribute the remaining assets of the Partnership in the following order:
  - (a) Payment of Creditors other than Partners. To the repayment of creditors of the Partnership other than Partners;
  - (b) Payment of Partner-Creditors. To the repayment of Partners to the extent of loans made to the Partnership;
  - (c) Reserves. To the setting up of any reserves deemed reasonably necessary by the person liquidating the Partnership for any contingent or unforeseen liabilities or obligations of the Partnership arising out of or in connection with the conduct of the business and affairs of the Partnership; and
  - (d) Remainder to Partners. The remainder to the Partners in the following manner:
    - (1) Cash Liquidation. In the event of a complete liquidation in cash, then to the Partners in accordance with their capital accounts.

- (2) Liquidation Wholly or Partially in Kind. In the event of a liquidation in kind (in whole or in part), the net fair market values of the properties to be distributed in kind shall be determined by the General Partner (or the person required by law to wind up the affairs of the Partnership), in such manner as the General Partner (or such other person) deems best in their reasonable discretion. Each Partner shall then receive an undivided interest in the asset or assets of the Partnership equal in value to the proceeds to which such Partner would have been entitled if such asset or assets had been sold or otherwise converted to cash at such fair market values and the liquidation of the Partnership had been made solely in cash.
- (e) Reasonable Period to Complete Liquidation. A reasonable time (not to exceed eighteen (18) months) shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of all liabilities to its creditors so as to enable any losses attendant upon liquidation to be minimized. Each of the Partners shall be furnished by the General Partner (or the person required by law to wind up the affairs of the Partnership) with a statement setting forth the assets and liabilities of the Partnership as of the date of complete liquidation and the manner in which the assets of the Partnership are to be or have been distributed.
- (f) Termination of Legal Status of Partnership. Upon complying with the foregoing distribution plan, the liquidating Partner shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Partnership as provided by the Act, and all the Partners agree to join in executing such document if such joinder is requested by the General Partner (or the person required by law to wind up the affairs of the Partnership). Upon the filing of a certificate of cancellation of the Partnership in the appropriate public office as required under the Act, the Partnership shall be terminated.
13. Amendments to Partnership Agreement. This Agreement may only be amended upon the unanimous written consent of all of the Partners.
14. Miscellaneous.
- (a) Notices. Each Partner's address for all purposes shall be the address set forth in Exhibit A to this Agreement or such other address of which the General Partner has received written notice. Any notice, demand, or request required or permitted to be given or made hereunder shall be in writing and shall be deemed given or made when delivered or when deposited in the U.S. Mails, postage prepaid, certified or registered, return receipt requested, to such Partner at such address.
- (b) Paragraph Titles for Convenience Only. All titles and captions in this Agreement are for convenience only and shall not be deemed or construed to define, limit, extend, or describe the scope of interest of this Agreement or any part hereof.



- (c) Tennessee Law Controls. The construction and validity of this Agreement shall be determined in all respects in accordance with and shall be governed by the laws of the State of Tennessee.
- (d) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, executors, administrators, successors, legal representatives and assigns.
- (e) Severability. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect the validity of the remainder or any other provision of this Agreement in any respect whatsoever.
- (f) Execution in Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement and all of which shall constitute but one Agreement, by each of the parties hereto on the dates respectively indicated. In the event the General Partner deems it desirable, a counterpart of this Agreement or a copy hereof may, when attached to a sworn verification and certificate of the General Partner, be filed for record and serve as a Certificate of Limited Partnership or for any other lawful purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first appearing above.

GENERAL PARTNER:

BLUEGRASS GP CORPORATION

By: \_\_\_\_\_  
Benjamin M. Bentley, President

LIMITED PARTNER:

\_\_\_\_\_  
Craig Cobb

SPECIAL LIMITED PARTNER:

DGA BLUEGRASS SLP, LLC

By: \_\_\_\_\_  
Craig Cobb, Vice President

**EXHIBIT A**

<b><u>Partner's Name and Address</u></b>	<b><u>General Partnership Interest</u></b>	<b><u>Limited Partnership Interest</u></b>	<b><u>Capital Contribution</u></b>
Bluegrass GP Corporation 901 N. Broadway Knoxville, Tennessee 37917	0.001%		\$0.001
DGA Bluegrass SLP, LLC 6305 Kingston Pike Knoxville, Tennessee 37919	0%	0.009%	\$0.009
Craig Cobb 6305 Kingston Pike Knoxville, Tennessee 37919	0%	99.99%	\$99.99
Totals	0.001%	99.999%	\$100

35140865.1

**AMENDED AND RESTATED BY-LAWS  
OF  
BLUEGRASS GP CORPORATION**

These Bylaws shall regulate the business and affairs of Bluegrass GP Corporation (formerly known as Choto GP Corporation) (the "Corporation"), subject to the provisions of the Charter of the Corporation (as amended or restated from time to time, the "Charter") and any applicable provisions of the Tennessee Nonprofit Corporation Act (as amended, the "Act").

**ARTICLE I. OFFICES**

Section 1.1     Principal Office. The principal office of the Corporation shall be located at 901 N. Broadway, Knoxville, Knox County, Tennessee 37917. The Corporation may have such other offices, either within or without the State of Tennessee, as its Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 1.2     Registered Office. The registered office of the Corporation required by the Act to be maintained in the State of Tennessee may, but need not, be identical to the principal office in the State of Tennessee; and the address of the registered office may be changed from time to time by its Board of Directors.

**ARTICLE II. MEMBERS**

The Corporation shall not have members.

**ARTICLE III. DIRECTORS**

Section 3.1     General Powers. The business and affairs of the Corporation shall be supervised by its Board of Directors (the "Board"), which shall exercise in the name of and on behalf of the Corporation all of the rights and privileges legally exercisable by the Corporation as a corporate entity, except as may otherwise be provided by law, the Charter, or these Bylaws. In addition, without limiting the foregoing, the Board shall be authorized and empowered:

- (a)     To employ such persons as in its opinion are needed for the administration of the Corporation and to pay reasonable compensation for services and expenses thereof;
- (b)     To receive, accept, administer, invest and distribute on behalf of the Corporation property contributed, gifted or bequeathed to the Corporation; and
- (c)     To make distributions of income and principal in furtherance of the Corporation's purposes in such amounts and proportions as the Board, in its discretion, shall determine from time to time.

Section 3.2     Number and Tenure. The directors of the Corporation shall be the same persons who are elected to hold the offices of Chairman, Vice Chairman, and Treasurer of Knoxville's Community Development Corporation ("KCDC"). The election of any person to any such office in KCDC shall be deemed to be an election of such person to the Board of Directors of the Corporation. Each director shall hold office until the expiration of the term for which he/she is elected, and thereafter

until his successor has been elected and qualified. The Board of Commissioners of KCDC shall have the power to appoint and remove all directors of the corporation.

Section 3.3 Limited Personal Liability. No person who is or was a Director of the Corporation, nor such person's heirs, executors or administrators (hereinafter collectively referred to for purposes of this Section as a "Director"), shall be personally liable to the Company for monetary damages for breach of fiduciary duty as a Director. However, this provision shall not eliminate or limit the liability of a Director:

- (a) for any breach of a Director's duty of loyalty to the Corporation;
- (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or
- (c) under § 48-58-304 of the Act.

If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a Director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the full extent permitted by the amended Act. No repeal or modification of the provisions of this Section, either directly or by the adoption of a provision inconsistent with the provisions of this Section, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

Section 3.4 Annual Meeting. The regular annual meeting of the Board shall be held without other notice than this Section of the Bylaws immediately following the annual meeting of Knoxville's Community Development Corporation in May of each year and at the same place as the annual meeting of Knoxville's Community Development Corporation.

Section 3.5 Special Meetings. Special meetings of the Board may be called by the President or by any Director, and it shall thereupon be the duty of the Secretary-Treasurer to cause notice of such meeting to be given as hereinafter provided. The President or the Director calling the meeting shall fix the time and place (which may or may be anywhere within or without the State of Tennessee) for the holding of the meeting.

Section 3.6 Notices. Notice of the time, place and purpose of any special meeting of the Board shall be delivered to each Director not less than three (3) days previous thereto either personally, by mail or by electronic mail, by or at the direction of the Secretary-Treasurer, the President or the Director calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of the Corporation with postage thereon prepaid. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 3.7 Quorum and Participation. A majority of the total number of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than such majority of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time; and provided further that the Secretary-Treasurer shall notify any absent Directors of the time and place of such adjourned meeting.

Section 3.8 Manner of Acting. Each Director shall be entitled to one (1) vote upon any matter properly submitted for a vote to the Board. The act of a majority of the Directors present at a

meeting at which a quorum is present shall be the act of the Board, except as may otherwise be specifically provided by law, by the Charter, or by these Bylaws. Members of the Board absent from any meeting shall not be permitted to vote at such meeting by written proxies.

Section 3.9 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board at which action on any Corporation matter is taken shall be presumed to have assented to the action taken, unless such Director's dissent shall be entered in the minutes of the meeting, or unless he or she shall forward such dissent by certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 3.10 Compensation. Neither Directors nor officers shall receive any salary for their services. Any director or officer of the Corporation may also perform legal services for the Corporation; otherwise, no director or officer shall receive compensation for service to the Corporation in any other capacity, nor shall any close relative or a Director or officer receive compensation for serving the Corporation. The term "close relative" as used herein shall mean any brother or sister of any Director or officer, the forebears and descendants of a Director or officer or any such brother or sister and any spouse of a Director or officer or any aforesaid person.

#### ARTICLE IV. OFFICERS

Section 4.1 Number. The officers of the Corporation shall be a President, Vice President, Secretary-Treasurer and such other officers as may be determined by the Board from time to time to perform such duties as may be designated by the Board. In no event shall a member of the Board serve as an officer of the corporation.

Section 4.2 Election and Term of Office. The officers of the Corporation shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until the next regular annual meeting of the Board or until his successor shall have been elected. A vacancy in any office held by an officer, because of death, resignation, removal, disqualification or otherwise, may be filled by the Board. A retiring officer may succeed himself or herself.

Section 4.3 Removal of Officers and Agents by Directors. Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Corporation will be served thereby.

Section 4.4 President. The President:

(a) Shall be the principal executive officer of the Corporation, shall in general, supervise and control all of the business and affairs of the Corporation, and unless otherwise determined by the members of the Board, shall preside at all meetings of the members and the Board;

(b) May sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board, or by these Bylaws, to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and

(c) Shall in general perform all duties incident to the office of the present and such other duties as may be prescribed by the Board from time to time.

Section 4.5 Vice President. In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board.

Section 4.6 Secretary-Treasurer. The Secretary-Treasurer shall:

(a) Keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose;

(b) See that all notices are duly given in accordance with these Bylaws or as required by law;

(c) Be custodian of the corporate records and of the seal of the Corporation and affix the seal of the Corporation to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;

(d) Keep a register of the names and post office addresses of all Directors;

(e) Have a general charge of the books of the Corporation;

(f) Keep on file at all times a complete copy of the Charter and Bylaws of the Corporation containing all amendments thereto (which copy shall always be open to the inspection of any Director), and at the expense of the Corporation, forward a copy of the Bylaws and of all amendments thereto to each Director;

(g) In general, perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him/her by the Board; and

(h) Have charge and custody of and be responsible for all funds and securities of the Corporation;

(i) Be responsible for the receipt of and the issuance of receipts for all monies due and payable to the Corporation and for the deposit of all such monies in the name of the Corporation in such bank or banks, trust companies or other depositories, as shall be selected in accordance with the provisions of these regulations; and

(j) In general, perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him/her by the Board.

Section 4.7 Resignation. An officer may resign such officer's position at any time by tendering such resignation in writing to the President or, in the case of the resignation of the President, to the Secretary. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation by the Corporation at its principal place of business.

Section 4.8 Compensation. The powers, duties and compensation, if any, of officers, agents and employees shall be fixed by the Board, subject to the provisions of these regulations with respect to compensation for Directors and officers and close relatives of Directors and officers.

## ARTICLE V. NON-PROFIT OPERATION

The Corporation shall at all times be operated on a non-profit basis, and no interest or dividends shall be paid or payable by the Corporation to any Director as such, and shall be operated for the charitable purposes for which the Corporation was created.

## ARTICLE VI. CONTRACTS, LOANS, CHECKS, DEPOSITS, INVESTMENTS

Section 6.1 Contracts and Employment of Agents. The Board may authorize any officer or agent to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of the Corporation. The Board shall be specifically authorized, in its sole discretion, to employ and to pay the compensation of such agents, accountants, custodians, experts, consultants and other counsel, legal, investment or otherwise, as the Board shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities. Such authority may be general or confined to specific instances.

Section 6.2 Loans. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 6.3 Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Secretary-Treasurer and countersigned by the President or Vice President of the Corporation.

Section 6.4 Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation with such banks, trust companies, brokerage accounts, investment managers, or other depositories as the Board may from time to time select.

Section 6.5 Fiscal Year. The fiscal year of the Corporation shall mean a twelve (12) month period commencing the first day of July of each and every year and shall end on the following last day of June.

Section 6.6 Gifts. The Board of Directors may accept, on behalf of the Corporation, any contribution, gift bequest or devise for the general purposes or any special purpose of the Corporation.

## ARTICLE VII. BOOKS, RECORDS AND AUDITS

Section 7.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Directors. So long as the Corporation acts and functions as an instrumentality of KCDC, then all books and records of the Corporation may be inspected by KCDC, its agents or attorneys at any time.

Section 7.2 Audits. The Corporation shall cause audits of all its books and records to be performed by a firm of independent certified public accountants as necessary. Copies of the audits shall be provided to KCDC for its review.



#### ARTICLE VIII. MISCELLANEOUS

KCDC shall have power to make and adopt such rules and regulations not inconsistent with law, the Charter, or these regulations, as it may deem advisable for the management of the business and affairs of the Corporation.

#### ARTICLE IX. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the laws of the State of Tennessee relating to non-profit corporations or under the provisions of the Charter or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE X. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of two-thirds of the Directors present at any regular or special meeting, provided a quorum, as provided in these Bylaws, be present and provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal, or such requirement shall have been duly waived by all Directors.

Adopted this 25<sup>th</sup> day of January, 2025.

35140863.1