

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

AGENDA

Board Meeting of the Board of Commissioners

Thursday, September 24, 2026, 5 p.m.

901 N. Broadway Street

Knoxville, TN 37917

1. Call to Order.
2. Motion to add, delete or postpone agenda items.
3. Officer report and/or special presentations.
4. Approval is requested to execute the minutes for the *regular* meeting held on August 27, 2026. [\(Item 4 Attachment\)](#)

NEW BUSINESS

DEVELOPMENT (Ben Bentley)

5. Resolution regarding a payment in lieu of tax (PILOT) transaction with Union at Smoky Mountain, LP. [\(Item 5 Attachment\)](#)
6. Resolution regarding a payment in lieu of tax (PILOT) transaction and certain related transactions with DGA St Mary's LP. [\(Item 6 Attachment\)](#)
7. Approval to enter into a contract with Perkins & Will for Master Planning and Phase 1 Building Programming/Concept Design Services for the Maplehurst Innovation District in the amount of \$665,000. [\(Item 7 Attachment\)](#)

Unfinished Business
Public Forum
Adjournment

Next month's agenda review meeting will be held
Thursday, October 22, 2026 @ 5 p.m.
Next month's board meeting will be held
Thursday, October 29, 2026 @ 5 p.m.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD MEETING MINUTES

The Board of Commissioners of Knoxville's Community Development Corporation met on **August 27, 2026** at 901 N. Broadway, Knoxville, Tennessee.

The meeting was called to order and a quorum declared present at 5:01 p.m.

Present: Chair Becky Wade
Vice Chair Felix Harris
Commissioner Kimberly Henry
Commissioner Brian Wanamaker

Absent: Treasurer Nadim Jubran
Commissioner Martha Tate
Commissioner Kelly Johnson

Approval to execute the minutes for the *regular* meeting held on June 25, 2026 (no July meeting held). **Commissioner Harris moved to approve. Commissioner Henry seconded the motion. All other Commissioners present voted "Aye."**

DEVELOPMENT (Ben Bentley)

Resolution approving the North Waterfront Redevelopment Plan. **Commissioner Harris moved to approve. Commissioner Henry seconded the motion. All other Commissioners present voted "Aye." Resolution 2026-17 is attached.**

PUBLIC FORUM

None

UNFINISHED BUSINESS

None

ADJOURNMENT

With no further business to come before the Board, the meeting adjourned by consent at 5:21 p.m.

Becky Wade, Chair

Approved:

ATTEST:

Benjamin M. Bentley, Secretary

Approved:

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM #5

MEETING DATE	September 24, 2026
AGENDA ITEM DESCRIPTION	Resolution authorizing KCDC to enter into a PILOT agreement with Union at Smoky Mountain, LP to effectuate the closing for the development of 100 new affordable housing units located at approximately 0 Lovell Road.
SUBMITTED BY	Name, Title / Department: Ben Bentley, Executive Director/CEO
MEETING TYPE	☒ Regular ☐ Special ☐ Annual
CLASSIFICATION	☒ Resolution ☐ Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	☐ Department Head /VP ☐ Budget/Finance ☒ Executive Director/CEO ☒ Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
1. What is the objective of this action? A PILOT agreement is needed to provide economic support for this new affordable housing development. The project is expected to begin construction in late 2026. The project will consist of a mixture of 1-, 2-, and 3-bedroom units, including 25 project based Section 8 vouchers. 2. Why is the action needed now? Closing for this project is scheduled for late September or October of 2026, and board approval is needed in advance of closing. 3. Who are the parties involved and what are their roles (if appropriate)? KCDC is ground lessor under the PILOT. Union at Smoky Mountain, LP is the lessee under the PILOT. The Annex Group as project sponsor and developer. US Bank as project tax credit equity investor and construction lender. Barings as perm lender originator. 4. What are the long-term and short-term exposures? There is minimal exposure to KCDC under the terms of the development agreement with the Annex Group for this project.	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	KCDC board approved the entity formation and development agreement for the project in July of 2025.
ATTACHMENTS	Resolution, Site Plan

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S
COMMUNITY DEVELOPMENT CORPORATION REGARDING A PAYMENT
IN LIEU OF TAX TRANSACTION WITH UNION AT SMOKY MOUNTAIN, LP**

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

WHEREAS, KCDC is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the "City") and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, to induce Union at Smoky Mountain, LP, a Tennessee limited partnership (the "Partnership"), to acquire, construct and equip an approximately 100-unit housing facility for low income citizens to be known as Union at Smoky Mountain (the "Project") on property located at approximately 0 Lovell Road in Knoxville, Tennessee (the "Property"), KCDC has determined to acquire a leasehold interest in the Property from the Partnership and sublease the Property to the Partnership on the terms and conditions set forth in the Lease referenced herein; and

WHEREAS, KCDC has received a letter from the Mayor of the City expressing her support for the Project pursuant to Tenn. Code Ann. § 48-101-312(b)(4)(C); and

WHEREAS, there has been submitted to KCDC a form of Sublease (the "Sublease"), between the Partnership, as sublessor, and KCDC, as sublessee, pursuant to which KCDC will sublease the Property from the Partnership, and a form of PILOT Sublease (the "PILOT Sublease"), between KCDC, as sublessor, and the Partnership, as sublessee, which provides for certain payments in lieu of taxes as provided therein; and

WHEREAS, KCDC proposes to execute the Sublease and the PILOT Sublease and carry out the transactions described above, a copy of which instruments shall be filed with the records of KCDC.

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

1. It is hereby found and determined that acquisition and ownership of the Project will promote industry, trade, commerce and housing in the State of Tennessee and will increase the availability of affordable housing and employment in the City.

2. The Chairman, Vice Chairman or Secretary of KCDC is hereby authorized and directed to execute, and, where requested, the Secretary or Assistant Secretary is authorized to attest, and/or any other officer of KCDC, acting alone or in combination with one another (individually and collectively the "Authorized Officers"), is (are) hereby authorized and empowered to execute the Sublease and the PILOT Sublease and deliver the same to the Partnership.

3. KCDC is hereby authorized and directed to own the Project pursuant to the terms of the PILOT Sublease.

4. The Sublease and PILOT Sublease shall be in substantially the form submitted, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes.

5. The Authorized Officers are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above, including, without limitation, executing such documents as any lender of the Partnership may request in connection with its liens on the Project.

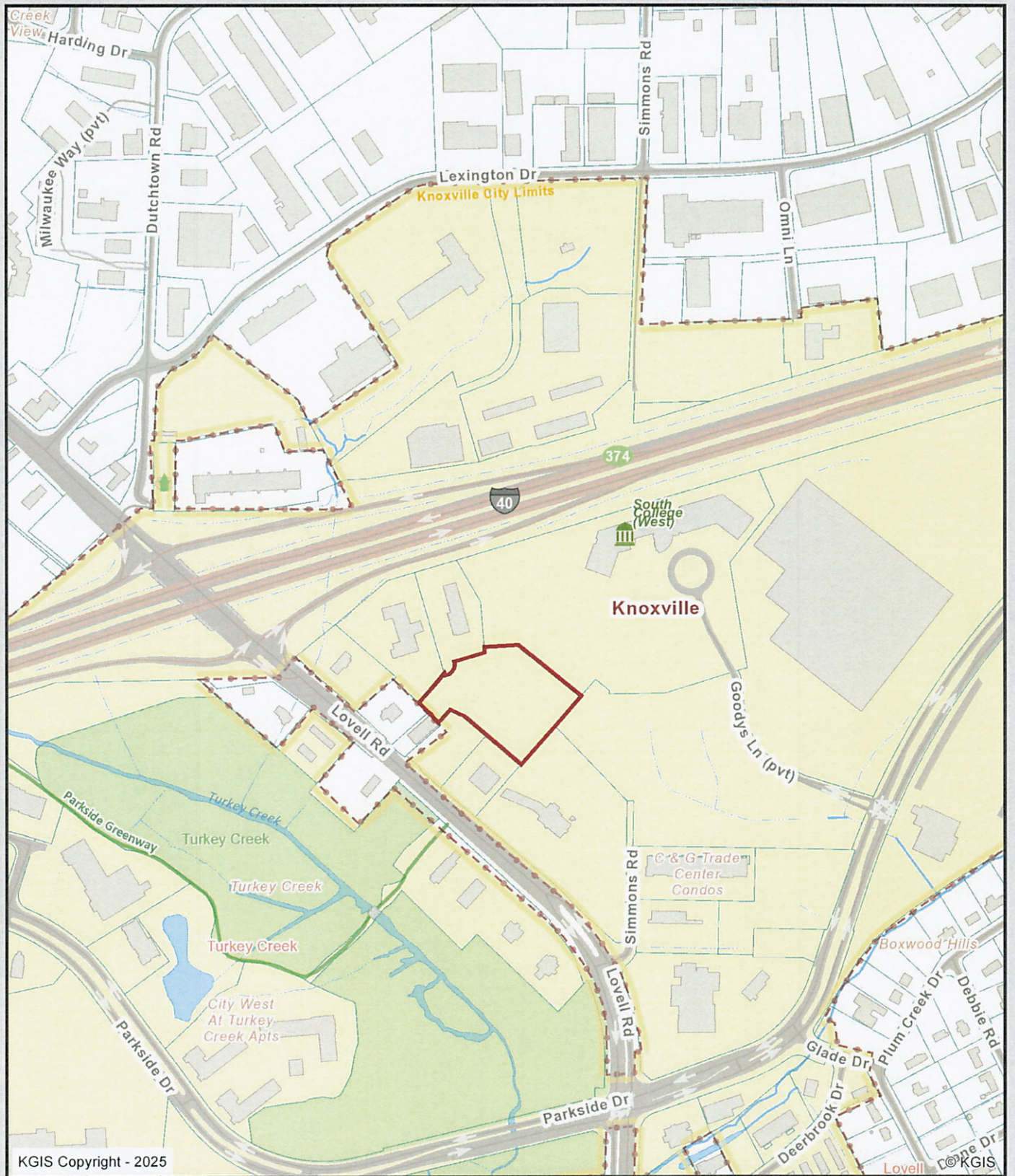
6. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

7. All other acts of the officers of KCDC which are in conformity with the purposes and intent of this resolution are hereby approved and confirmed.

Approved this 24th day of September, 2026

KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION

By:-----
Secretary

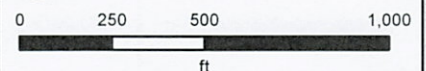


0 Lovell Road

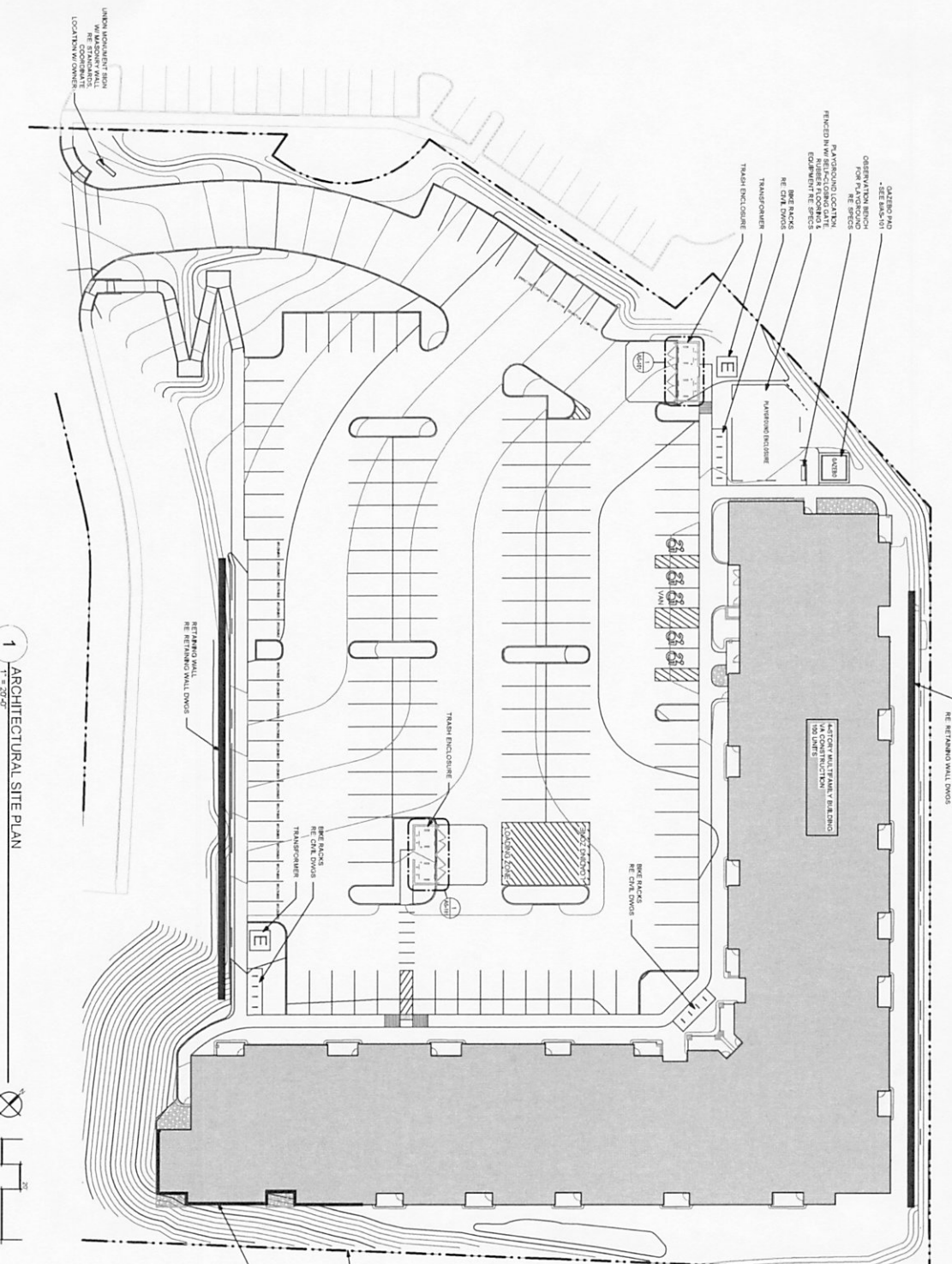
Knoxville - Knox County - KUB Geographic Information System



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UNION AT SMOKY MOUNTAIN UNIT MIX									
UNIT TYPE	1171.1	1202.1	1203.1	1204.1	1205.1	1206.1	1207.1	1208.1	TOTAL
UNIT TYPE A	1	4	7	7	7	7	7	7	25
UNIT TYPE B	1	4	7	7	7	7	7	7	25
UNIT TYPE C	1	4	7	7	7	7	7	7	25
UNIT TYPE D	1	4	7	7	7	7	7	7	25
UNIT TYPE E	1	4	7	7	7	7	7	7	25
UNIT TYPE F	1	4	7	7	7	7	7	7	25
UNIT TYPE G	1	4	7	7	7	7	7	7	25
UNIT TYPE H	1	4	7	7	7	7	7	7	25
UNIT TYPE I	1	4	7	7	7	7	7	7	25
UNIT TYPE J	1	4	7	7	7	7	7	7	25
UNIT TYPE K	1	4	7	7	7	7	7	7	25
UNIT TYPE L	1	4	7	7	7	7	7	7	25
UNIT TYPE M	1	4	7	7	7	7	7	7	25
UNIT TYPE N	1	4	7	7	7	7	7	7	25
UNIT TYPE O	1	4	7	7	7	7	7	7	25
UNIT TYPE P	1	4	7	7	7	7	7	7	25
UNIT TYPE Q	1	4	7	7	7	7	7	7	25
UNIT TYPE R	1	4	7	7	7	7	7	7	25
UNIT TYPE S	1	4	7	7	7	7	7	7	25
UNIT TYPE T	1	4	7	7	7	7	7	7	25
UNIT TYPE U	1	4	7	7	7	7	7	7	25
UNIT TYPE V	1	4	7	7	7	7	7	7	25
UNIT TYPE W	1	4	7	7	7	7	7	7	25
UNIT TYPE X	1	4	7	7	7	7	7	7	25
UNIT TYPE Y	1	4	7	7	7	7	7	7	25
UNIT TYPE Z	1	4	7	7	7	7	7	7	25
TOTAL	25	25	25	25	25	25	25	25	250

- ARCHITECTURAL SITE AGREEMENT PLAN GENERAL NOTES
1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTER OF THE LOT OR TO THE CENTER OF THE BUILDING. DIMENSIONS ARE GIVEN TO THE CENTER OF THE LOT OR TO THE CENTER OF THE BUILDING.
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KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM #6

MEETING DATE	September 24, 2026
AGENDA ITEM DESCRIPTION	Resolution authorizing KCDC to enter into a PILOT agreement with DGA St. Mary's LP to effectuate the closing for the development of approximately 171 new affordable housing units located at approximately 1880 Huron Street.
SUBMITTED BY	Name, Title / Department: Ben Bentley, Executive Director/CEO
MEETING TYPE	☒ Regular ☐ Special ☐ Annual
CLASSIFICATION	☒ Resolution ☐ Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>N/A</u> Expenditure: \$ <u>N/A</u> Source of Funds: <u>N/A</u>
APPROVAL / REVIEWS	☐ Department Head /VP ☐ Budget/Finance ☒ Executive Director/CEO ☒ Legal Counsel: <u>BBS</u> Other – Name/Title: _____
<u>BACKGROUND</u>	
1. What is the objective of this action? A PILOT agreement is needed to provide economic support for this new affordable housing development. The project is expected to begin construction in late 2026. The project will consist of a mixture of 1-, 2-, 3-, and 4-bedroom units, including 87 project based Section 8 vouchers. 2. Why is the action needed now? Closing for this project is scheduled for late September or October of 2026, and board approval is needed in advance of closing. 3. Who are the parties involved and what are their roles (if appropriate)? KCDC is ground lessor under the PILOT. DGA St. Mary's LP is the lessee under the PILOT. DGA Residential as project sponsor and developer. Pinnacle Bank as project tax credit equity investor and construction lender. Walker and Dunlop as perm lender originator. 4. What are the long-term and short-term exposures? There is minimal exposure to KCDC under the terms of the development agreement with DGA Residential for this project.	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	KCDC board approved the entity formation and development agreement for the project in January of 2025.
ATTACHMENTS	Resolution, Site Plan

RESOLUTION NO. 2026-____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION REGARDING A PAYMENT IN LIEU OF TAX TRANSACTION WITH DGA ST MARY'S LP

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

WHEREAS, KCDC is the housing, redevelopment and urban renewal authority of the City of Knoxville, Tennessee (the "City") and is duly incorporated pursuant to Sections 13-20-101 et seq., Tennessee Code Annotated; and

WHEREAS, KCDC owns certain property located at approximately 1880 Huron Street in Knoxville, Tennessee (the "Property"); and

WHEREAS, to induce DGA St. Mary's LP, a Tennessee limited partnership (the "Partnership"), to acquire, construct and equip an approximately 170-unit housing facility for low income citizens to be known as Riella at Oakwood (the "Project") on the Property, KCDC has determined to lease the Property to the Partnership on the terms and conditions set forth in the Lease referenced herein; and

WHEREAS, KCDC has received a letter from the Mayor of the City expressing her support for the Project pursuant to Tenn. Code Ann. § 48-101-312(b)(4)(C); and

WHEREAS, there has been submitted to KCDC a form of Lease with respect to the Property (the "Lease"), between KCDC and the Partnership, which provides for certain payments in lieu of taxes as provided therein; and

WHEREAS, KCDC proposes to execute the Lease and carry out the transactions described therein, a copy of which instrument shall be filed with the records of KCDC.

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

1. It is hereby found and determined that development and ownership of the Project will promote industry, trade, commerce and housing in the State of Tennessee and will increase the availability of affordable housing and employment in the City.

2. The Chairman, Vice Chairman or Secretary of KCDC is hereby authorized and directed to execute, and, where requested, the Secretary or Assistant Secretary is authorized to attest, and/or any other officer of KCDC, acting alone or in combination with one another (individually and collectively the "Authorized Officers"), is (are) hereby authorized and empowered to execute the Lease and deliver the Lease to the Partnership.

3. KCDC is hereby authorized and directed to own the Project pursuant to the terms of the Lease.

4. The Lease shall be in substantially the form submitted, which is hereby approved, with such completions, omissions, insertions and changes as may be approved by the officer executing it, his or her execution to constitute conclusive evidence of his or her approval of any such omissions, insertions and changes.

5. The Authorized Officers are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above, including, without limitation, executing such documents as any lender of the Partnership may request in connection with its liens on the Project.

6. Any authorization herein to execute any document shall include authorization to record such document where appropriate.

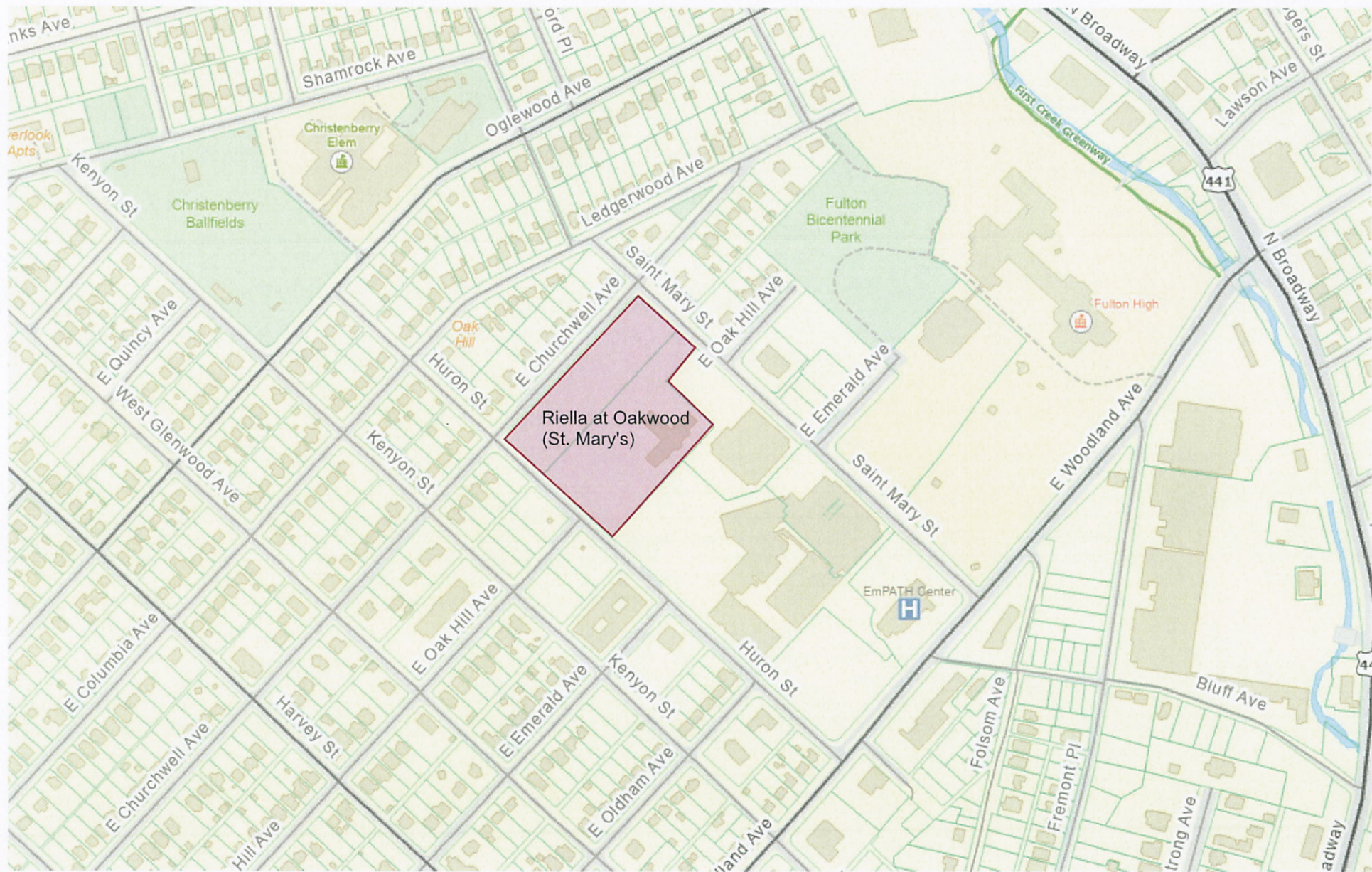
7. All other acts of the officers of KCDC which are in conformity with the purposes and intent of this resolution are hereby approved and confirmed.

Approved this 24th day of September, 2026

**KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION**

By: _____
Secretary

51977310.2



KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD ACTION FORM - ITEM #7

MEETING DATE	September 24, 2026
AGENDA ITEM DESCRIPTION	Approval to enter into a contract with Perkins & Will for Master Planning and Phase 1 Building Programming/Concept Design Services for the Maplehurst Innovation District in an amount of \$665,000.
SUBMITTED BY	Name, Title / Department: Ben Bentley, Executive Director/CEO
MEETING TYPE	☒ Regular ☐ Special ☐ Annual
CLASSIFICATION	☐ Resolution ☒ Approval
BUDGET / FINANCIAL IMPACT	Budgeted: \$ <u>\$665,000</u> Expenditure: \$ <u>\$665,000</u> Source of Funds: Multiple Sources of Funding
APPROVAL / REVIEWS	☐ Department Head /VP ☒ Budget/Finance ☒ Executive Director/CEO ☐ Legal Counsel: _____ Other – Name/Title: _____
<u>BACKGROUND</u>	
1. What is the objective of this action? Partnering with the City of Knoxville and the University of Tennessee, KCDC intends to utilize the expertise of Perkins & Will, a globally recognized design practice, to create a master plan for the Maplehurst Innovation District and a subsequent conceptual design package for the first-phase building proposed within the district. 2. Why is the action needed now? In order to maintain the proposed district planning schedule, the master plan and following conceptual design processes are proposed to begin prior to the next board cycle. 3. Who are the parties involved and what are their roles (if appropriate)? The City of Knoxville, KCDC in its role as Redevelopment Agency for the City of Knoxville, The University of Tennessee as the primary partner in the redevelopment of the Maplehurst area, and Perkins & Will as the master planning/design services vendor. 4. What are the long-term and short-term exposures? KCDC's exposure extends only to payment for the value of the proposed scope of work	
HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	In 2025, TUFF acquired a large section of Maplehurst on behalf of UTK, and the Chancellor announced UTK's intention to create the Maplehurst Innovation District. The City, County, and KCDC approved the North Waterfront Redevelopment Area and it's time to begin master planning. +
ATTACHMENTS	Proposal

Perkins&Will

8.24.2026

Ben Bentley
CEO, Knoxville Community Development Corporation
901 N Broadway Street
Knoxville, Tennessee 37917

Rebekah Jane Justice
Chief of Urban Design and Development, City of Knoxville
400 Main Street, Room 655
Knoxville, Tennessee 37902

**Re: Proposal for Master Planning and Phase 1 Building
Programming and Concept Design for the Maplehurst
Innovation District**

Dear Ben and RJ.

Thank you for inviting us to be part of this generational project to connect Downtown Knoxville and the University of Tennessee through the Maplehurst Innovation District. In the following pages, we outline our proposal for (1) developing a district-wide master plan for the approximately 10 acres of the site area and (2) developing a program and concept design for the first-phase building. We look forward to being your partner from start to finish and helping you and many others make an impact on the city, the University, and the field of computing.

PROJECT UNDERSTANDING

The Maplehurst Innovation District is located at the intersection of Main and Poplar in downtown. The site is self-contained with World's Fair Park to the north, the Henley Street bridge to the east, Neyland Drive, Neyland Greenway, and the River to the south, and rail lines and the Second Creek Greenway to the west. Today, the site includes the Church Street United Methodist Church, Game Day Condominiums, a series of small-scale rental properties, and a collection of surface parking lots. The buildings within the district today are an eclectic mix that needs to be evaluated for adaptive reuse. The site has tremendous grade changes, which will present both interesting opportunities for views and human-scaled experiences, as well as challenges for particular building types.

The vision is to develop an innovation district that brings together UT's computing research and its College of Emerging and Collaborative Studies, provides a new gateway from

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Proposal for Master
Planning and Phase 1
Building Programming
and Concept Design for
the Maplehurst
Innovation District

downtown to the university, and establishes a new residential and community node on Knoxville's ever-growing trail-oriented development network.



To help make this vision a reality, Perkins&Will will lead two major activities for Maplehurst over a 4-month process. The goal will be to align efforts as much as possible to simplify the meeting schedule and ensure collective progress. That said, if one effort needs to move faster, the scope and process can accommodate.

(1) Innovation District Master Planning

We will work with you to develop a master plan for the entire district, resulting in a vision document with a series of inspirational illustrations and diagrams.

(2) Phase 1 Building Programming and Concept Design

We will work with you to develop a program for the first-phase building and then advance that program into a concept design package.

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Proposal for Master
Planning and Phase 1
Building Programming
and Concept Design for
the Maplehurst
Innovation District

MASTER PLANNING SCOPE

Our team proposes a four-month effort to arrive at a master plan for the site. During this time, we will work through four phases: (1) Understanding, (2) Ideating, (3) Developing, and (4) Documenting. Each phase will start/end with a design workshop to review, discuss, and debate the findings and what's next for the project.

Phase 1: Understanding

We will begin by conducting a kickoff workshop to confirm the Perkins&Will scope, roles and responsibilities of all team members, including participation by your consultants (such as the project's civil engineer), and to discuss/conduct the items below.

- **Project Schedule:** Together, we will develop a schedule for the planning process that outlines key milestones, meetings, and interactions.
- **Relevant Documentation:** We will further discuss available resources and documentation relevant to the planning process.
- **Site Visit:** We will visit the site and document our observations. We will also visit other locations in Knoxville, per your recommendations, to better understand the development context in the city and broader UTK innovation assets.

Based on the kickoff workshop, we will develop an understanding of the site and document that understanding through a series of studies and drawings. These will include:

- **Collect and Review Existing Studies and Surveys:** We will ensure we have your information and studies completed to date as well as other pertinent studies.
- **Existing Conditions Revit Model:** We will develop an existing conditions Revit model for us to work with in future steps.
- **Urban/Site Context Review:** We will review the existing urban and site context – documenting major systems that will have an impact on the master plan.
- **Development Assumptions Review:** We will discuss and document your thoughts on a range of development scenarios – targeting use mixes, overall development yields, etc. tied to potential scenarios. This will help inform our programmatic ideation efforts.
- **Site Analysis:** We will conduct a detailed analysis of existing site conditions and opportunities, including but not limited to an assessment of the land (topography, hydrology, easements, infrastructure), urban form (buildings, open spaces, parking), and connectivity (streets, trails, rails).
- **Opportunity Mapping:** We will develop a series of diagrams, sketches, and thoughts to capture the factual opportunities we see. At a minimum, this will include bubble diagrams to identify the different zones of the site from a development-opportunity standpoint.

During this time, we will also work to ideate and document the district's vision and the principles that will guide the plan's development and implementation.

At the conclusion of the phase, we will conduct an Understanding Workshop to review the findings and discuss the Vision, Guiding Principles, and Opportunity Mapping. The workshop will also serve as a kickoff for the next phase. So, the team will need the client's direction on which opportunities to explore in the Ideating phase of work.

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the Maplehurst
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We assume our efforts in Phase 1 will be supplemented by the client team's knowledge and by local experts who understand the history of the Maplehurst neighborhood.

Phase 2: Ideating

Based on the feedback provided at the Understanding Workshop, we will develop plan scenarios and complete concepts that play out potential futures. The plan scenarios will be documented with sketches, photographs, and additional material as needed to explain the ideas with high-level Revit modeling and metrics to evaluate the scenarios. This step will be a large creative leap for our team. The outcomes below are guaranteed. We can also guarantee that there will be other outcomes from this step that are impossible to forecast. So, at a minimum, this will include:

- Development of Master Framework Plan Concepts
- Development of Initial Test Fits (how uses could sit within the framework)
- Development of Simple Sections/Other Diagrams to Explain the Topographic Concepts

At the conclusion of the phase, we will conduct an Ideating Workshop to review the findings and discuss the scenarios. The workshop will also serve as a kickoff for the next phase. So, the team will need the client's direction on which scenario to explore (or which concepts from each scenario to pull into a new scenario) in the Developing phase of work.

Phase 3: Developing

Based on the direction provided at the Ideating Workshop, we will develop a Master Framework Plan. This plan will be the result of the best elements from the Phase 2 studies and other ideas that emerge from the Phase 2 Workshop. During this step, we will conduct real-time meetings with your team to discuss design evolution, gather feedback, and make key decisions to advance the design. We will begin by refining the ideas into a single plan. Then, we will hit a 'point of no return' where the design will be fixed, and we will finalize key elements and develop the final master framework plan. We will also work with your team to determine if/where/how development scenarios are tested within this framework plan at this step of the project. During this phase, we will also work with you to contemplate phasing strategies for infrastructure and future development as well as discuss interim activation strategies.

At the conclusion of the phase, we will conduct a Developing Workshop to review the findings and discuss the strategy for documenting the Plan. We will review the vision document outline and final rendering concepts, and develop a collective plan for the Vision Plan document.

Phase 4: Documenting

Based on the direction provided at the Developing Workshop, we will create the Vision Plan document to comprehensively tell the story of the Maplehurst Innovation District. We imagine this document will be designed like a magazine and will bring the overall physical vision and imagined set of future experiences to life. While the specifics of the document will be designed with you, in our experience, these documents are ~30 pages in length.

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Proposal for Master
Planning and Phase 1
Building Programming
and Concept Design for
the Maplehurst
Innovation District

Deliverables

- Kickoff Workshop Notes
- Understanding Presentation
- Ideating Presentation
- Developing Presentation
- Vision Document – In InDesign and PDF Formats
- Image Files of All Major Design Drawings

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Proposal for Master
Planning and Phase 1
Building Programming
and Concept Design for
the Maplehurst
Innovation District

PHASE 1 BUILDING PROGRAMMING AND CONCEPT DESIGN SCOPE

Our team proposes a four-month effort to arrive at a robust program to support master plan for the site. During this time, we will work through four phases: (1) Understanding, (2) Ideating, (3) Developing, and (4) Documenting. Each phase will start/end with a design workshop to review, discuss, and debate the findings and what's next for the project.

Phase 1: Understanding

This phase will build the foundation for a successful project. We will gather background information, synchronize team process, and ignite excitement among the project team and stakeholders. We will begin by conducting a kickoff workshop to confirm the Perkins&Will scope, roles and responsibilities of all team members, including participation by your consultants (such as the project's civil engineer), and to discuss/explore the items below.

- **Project Schedule and Budget:** Together, we will develop a schedule for the planning process that outlines key milestones, meetings, and interactions. We'll also establish the preliminary project budget.
- **Guiding Principles:** Identify Project Goals, Vision, and Mission Statement (Establish Guiding Principles of the project)
- **Discuss Preliminary Program:** We will review the initial program provided, and discuss the opportunities for a rich mix of programs within the building.
- **Sustainability:** We will establish the sustainable goals for the project, and any specific building certifications necessary to support those goals

During this time, we will also work to ideate and document the project's vision and the principles that will guide the building's program and development.

At the conclusion of the phase, we will conduct an Understanding Workshop to review the findings and discuss the Vision/Guiding Principles, and Program/Budget opportunities. The workshop will also serve as a kickoff for the next phase. So, the team will need the client's direction on which opportunities to explore in the Ideating phase of work.

Phase 2: Ideating

Based on the feedback provided at the Understanding Workshop, we will express in words the project's Guiding Principles and establish an initial building Program. This will allow us to further explore potential futures on site through in-depth site analysis and blocking and stacking scenarios that play out the program in a variety of ways. Instead of asking "what do you need", we start by asking researchers, engineering leads, and stakeholders, what they do, how they do it, and where they see it going in the future. This may lead to us visiting benchmark facilities that represent the bleeding edge for computing and innovation.

Together, we will explore a number of options in this phase focused on the project program, site, and massing. The series of objectives below will be addressed in this phase, and lead to the design and massing strategies we deploy in the next phase.

- **Project Mission Statement:** Building upon the initial visioning, we will refine the feedback into a mission statement tailored to the Maplehurst Innovation Building.

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- **Site Analysis:** We will conduct a detailed site analysis of the existing 1.844 acre project site. Discuss site conditions and opportunities, including but not limited to requirements for parking, open space, setbacks, stormwater, streets, infrastructure & utilities and landscape architecture.
- **Project Program:** With input from all stakeholders, the team will finalize the project program and use as a basis for exploring building configurations.
- **Blocking and Stacking:** Using the assigned program, our team will begin blocking and stacking the program components in a variety of ways that will explore adjacencies, and relationships within the building that best support the mission.
- **Structural and MEP Systems:** Our engineers will present options for preliminary structural and MEP/FP systems and methods that support the project mission, program, and sustainable goals.

At the conclusion of the phase, we will conduct an Ideating Workshop to review the findings and discuss the scenarios we explored. The workshop will also serve as a kickoff for the next phase. So, the team will need the client's direction on which blocking concepts (or components thereof) to explore in the Developing phase of work.

Phase 3: Developing

Based on the direction provided at the Ideating Workshop, we will continue to develop the concept design of the building, based on the established program and the selected blocking and stacking scheme. This concept will be the result of the best elements from the Phase 2 studies and other ideas that emerge from the Phase 2 Workshop. During this step, we will conduct real-time meetings with your team to discuss design evolution, preferred massing, and make key decisions to advance the design.

We will begin by refining the architectural language and apply this to the agreed-upon site design and building massing, merging the previous ideas into a single architectural solution. In conjunction with the architecture, our team will develop the required infrastructure needs of the building and refine the structural and MEP systems to support. This will enable KCDC and the preconstruction team to forecast cost models aligned with the design. During this phase, we will also work with you to contemplate phasing components of the construction, if enabling work is necessary based on infrastructure or budgetary needs.

Together in this phase, we will refine systems and bring into focus how the concept will **function**, what it will **look** like, and what it will **cost**. This includes establishing the criteria listed below.

- Refine Massing and Exterior Imagery
- Develop Skin Options
- Review Material Palette Options
- Select Structural System
- Select Mechanical Systems
- Select Electrical Support Systems
- Work with the preconstruction team to align budget and scope

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At the conclusion of the phase, we will conduct a Developing Workshop to review the findings and discuss the strategy for documenting the Plan. We will review the vision document outline and final rendering concepts and develop a collective plan for the Maplehurst Innovation Building.
site

Phase 4: Documenting

Based on the directions provided at the Developing Workshop, we will complete the conceptual plans and systems narratives to comprehensively tell the story of the Maplehurst Innovation Building, including the deliverables noted below.

Deliverables

- Final Building Space Program
- Concept Floor Plans
- Final Site Plan and Masterplan Integration
- Conceptual Renderings (4)
- Conceptual Design Narrative
- MEP/FP/FA Systems Narrative

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COMPENSATION

The following fee estimates are based on the scopes described above. These fees are lump sum with estimated reimbursable expenses.

Master Planning Scope

Perkins&Will Urban Design	\$180,000
<u>Pape-Dawson Civil Engineering</u>	<u>\$50,000</u>
Sub-Total	\$230,000
+ (Potential) Rendering Reimbursable Expenses	\$15,000
<u>+ Travel/Reimbursable Expenses</u>	<u>\$20,000</u>
Master Planning Total	\$265,000

Phase 1 Building Programming and Concept Design

Perkins&Will Architecture	\$268,000
Perkins&Will Landscape Architecture	\$20,000
Structural, WPM	\$18,000
AEI Inc. MEP/FP/FA	\$64,000
<u>Pape-Dawson Civil Engineering</u>	<u>\$10,000</u>
Sub-Total	\$380,000
<u>+ Travel/Reimbursable Expenses</u>	<u>\$20,000</u>
Phase 1 Building Fee Total	\$400,000

PROPOSED SCHEDULE

Phase 1 – Kickoff Workshop – Week of September 7 – 2 days
 Phase 1 – Understanding Workshop – Week of October 5 – 2 days
 Phase 2 – Ideating Workshop – Week of November 2 – 2 days
 Phase 3 – Developing Workshop – Week of December 7 – 2 days
 Phase 4 – Final Presentation/Document (as needed) – January 2027

TERMS & CONDITIONS

STANDARD OF CARE

Perkins&Will shall perform its services consistent with the professional skill and care ordinarily provided by architects, interior designers, or planners (depending upon the scope of services performed) practicing in the same or similar locality under the same or similar circumstances. Perkins&Will makes no further representation or warranty or guarantee (and none shall be implied by conduct) as to its services, or those of its consultants.

INVOICING AND PAYMENT POLICY

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Perkins&Will's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing from time to time at the principal place of business of Perkins&Will. All invoices for fees and expenses must be paid in full prior to the release of deliverables, including permit documents, prepared in final form as a consequence of the professional services rendered and invoiced.

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Additional Services are services not included in Perkins&Will's Basic Services scope but may be required for the Project. Additional services shall arise when the Client materially modifies any initial information provided to Perkins&Will in relation to the Services to be provided, or where the Client directs changes to Services previously provided, or where modifications are otherwise required for reasons outside of the control of Perkins&Will. Perkins&Will shall provide such Additional Services only if mutually agreed upon by Perkins&Will and Client, and Client shall compensate Perkins&Will either at the hourly rates indicated in the Letter Agreement or for a mutually agreed upon fixed fee.

Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by Perkins&Will and Perkins&Will's consultants directly related to the Project. Reimbursable Expenses shall be charged to the Client at cost of the expense incurred.

Within the time for payment to become due, the Client shall examine the invoice for accuracy and completeness with respect to the performance of services during the invoiced time period. The Client shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within the time for payment coming due, and will pay any undisputed amounts.

Compensation amounts proposed in the Letter Agreement are valid for thirty (30) days, after which time they are subject to re-evaluation. Hourly rates are subject to annual adjustment.

CLIENT INFORMATION

The Client shall furnish the services of geotechnical engineers, site surveys, environmental surveys, hazardous materials, and other tests, inspections, and reports if reasonably requested by Perkins&Will.

Following its good faith evaluation of the information provided, Perkins&Will shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants as well as upon the implied representation that Perkins&Will may incorporate any documents, graphics, information, and data (in whole or in part) provided by the Client and the Client's consultants into the Instruments of Service without infringing upon the intellectual property rights of any third party. Perkins&Will shall provide prompt written notice to the Client if Perkins&Will becomes aware of any error, omission or inconsistency in such services or information.

Verification of existing conditions and dimensions, if provided, is based on access to visible elements and is not intended to be exhaustive or incontestable. Rather, such verification is intended to confirm the general limits of existing spaces for planning purposes only.

HAZARDOUS MATERIALS

Perkins&Will shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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Unless otherwise disclosed and arranged for disposal, the Client represents to Perkins&Will that, to the best of the Client's knowledge and belief, no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site, or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site, including the ground water located thereon, is presently contaminated with such substances.

CONTRACTOR MEANS & METHODS

Perkins&Will shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor shall Perkins&Will be responsible for the Client's construction contractors' failure to perform the construction work in accordance with the requirements of the Contract Documents.

SUSPENSION AND TERMINATION

If the Client fails to make payments to Perkins&Will in accordance with this Agreement, Perkins&Will may suspend its services under this Agreement. If Perkins&Will elects to suspend services, Perkins&Will shall give 7 days' written notice to the Client before suspending services. Perkins&Will shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Perkins&Will shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Perkins&Will's services. Perkins&Will's fees for the remaining services and the time schedules shall be equitably adjusted.

This Agreement may be terminated by either Party by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, the Client shall pay Perkins&Will for services performed and Reimbursable Expenses incurred through date of termination, unless otherwise agreed upon by both Parties.

COPYRIGHT AND LICENSING

Provided Perkins&Will has received all payments properly due under this Agreement, the Deliverables prepared by Perkins&Will for the Project shall become the property of the Client. This conveyance shall not deprive Perkins&Will of the right to electronic data or other reproducible copies of the Deliverables or the right to reuse information contained in them in the normal course of Perkins&Will professional activities.

Use or modification of Perkins&Will's Deliverables in any manner, or authorization of use or modification by others, without the Consultant's professional involvement will be at the Client's sole risk and without liability to Perkins&Will. The Client shall indemnify and hold harmless Perkins&Will, its consultants and agents and employees, or any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of the unauthorized use of the Deliverables, whether such claims are brought in breach of contract, breach of warranty, negligence or other tort or otherwise.

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To the extent that the Deliverables (including but not limited to all specifications, details, and plans) include design elements, notes, terms or details that are developed by Perkins&Will, or its consultants, in the course of their respective practice(s) as part of the standardized body of professional knowledge of the respective firm(s) then Perkins&Will, or its consultants, shall retain the ownership of all intellectual property related to such design elements, notes, terms, or details, provided, however, that neither Perkins&Will nor its consultants may utilize aspects of the Deliverables or design components in the context of any other project to the extent that such utilization would produce a project with substantially similar distinctive features taken as a whole. However, Perkins&Will grants Client a perpetual, non-exclusive, royalty free, license to use such details, specifications, and plans in the same manner as permitted for other of Perkins&Will Project Documents.

Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by Perkins&Will, and Perkins&Will makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

Perkins&Will shall have the right to include photographic or artistic representations of the design of the Project among the Perkins&Will's promotional and professional materials. Perkins&Will shall be given reasonable access to the completed Project for such photo documentation. However, Perkins&Will's materials shall not include the Client's confidential or proprietary information if the Client has previously advised Perkins&Will in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for Perkins&Will in the Client's promotional materials for the Project.

DISPUTE RESOLUTION

The parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be under the auspices of a recognized, neutral, third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties, prior to undertaking any other dispute resolution action. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

Perkins&Will and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver includes, without limitation, damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons.

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LIMITATION OF LIABILITY

The Client acknowledges that Perkins&Will and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of Perkins&Will, or its consultants, in the execution or performance of the Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

To the fullest extent permitted by law, the total liability in the aggregate, of Perkins&Will and Perkins&Will's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Perkins&Will's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of Perkins&Will or Perkins&Will's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by Perkins&Will under this Agreement, or the sum of \$100,000, whichever is the lesser.

No person or entity other than Client is intended to be a beneficiary of Perkins&Will's services under this Agreement.

FORCE MAJEURE

Perkins&Will shall not be liable for failure to perform the contract or meet any schedule of performance of services to the extent that any delay or impediment arises from causes beyond the control and without the fault or negligence of Perkins&Will. Examples of such causes include but are not limited to, acts of God or of the public enemy, acts of the Client or third parties, fires, floods, pandemics or epidemics, quarantine restrictions, strikes or labor actions, boycotts, freight embargoes, and unusually severe weather.

INTEGRATION

This Agreement is the integrated understanding of the Client and Perkins&Will and all prior understandings or undertakings, whether verbal or in writing regarding the subject matter of this Agreement are superseded by this Agreement. Any modification to this Agreement must be in the form of a writing subscribed to by both parties, including by an exchange of electronic communications expressly containing the agreement to the modification by both parties.

ADDITIONAL SERVICES

Services in addition to those specified in scope will be provided by Perkins&Will if authorized in writing by client.

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AUTHORIZATION & APPROVAL TO PROCEED

Signatures below indicate agreements by both parties to the scope of work, deliverables, schedule, and payment terms contained herein. Signature by both parties indicates authorization to initiate work on this project.

Ben Bentley
Knoxville Community
Development Corporation



Cassie Branum
Perkins&Will

September 8, 2026

Date

Date