KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

AGENDA

Board Meeting of the Board of Commissioners

Thursday, October 29, 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 September 24, 2026. (Item 4 Attachment)

NEW BUSINESS

HOUSING (Sabrina Draplin)

5. Approval is requested to award a contract for legal services: housing (landlord/tenant) services 0000000030 for all KCDC sites as needed. (Item 5 Attachment)

STRATEGY (Marisa Moazen)

6. Resolution regarding the appointment of directors of Tennessee Community Capital. (Item 6 Attachment)

DEVELOPMENT (Ben Bentley)

7. Approval is requested to enter into a construction contract with East Tennessee Turf and Landscape to construct a portion of the Tennessee Riverwalk located approximately between 303 Flats and Cityview Condominiums. (Item 7 Attachment)

8. Resolution authorizing the execution of documents relating to certain public improvements in connection with the Hillwood Drive realignment project in the Knoxville South Waterfront. (Item 8 Attachment)

THIS MEETING AND ALL COMMUNICATIONS BETWEEN MEMBERS IS SUBJECT TO THE PROVISIONS OF THE TENNESSEE OPEN MEETINGS ACT, TENN. CODE ANN. §8-44-101, *et seq.*

9. Resolution authorizing the negotiation and execution of documents relating to the purchase of certain real property located at 0 W Jackson Avenue. (Item 9 Attachment)

Unfinished Business
Public Forum
Adjournment

Next agenda review meeting will be held
Thursday, December 3, 2026 @ 5 p.m.
Next board meeting will be held
Thursday, December 10, 2026 @ 5 p.m.

THIS MEETING AND ALL COMMUNICATIONS BETWEEN MEMBERS IS SUBJECT TO THE PROVISIONS OF THE TENNESSEE OPEN MEETINGS ACT, TENN. CODE ANN. §8-44-101, *et seq.*

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

BOARD MEETING MINUTES

The Board of Commissioners of Knoxville's Community Development Corporation met on September 24, 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	**Absent:**	Commissioner Martha Tate
	Vice Chair Felix Harris		Commissioner Kelly Johnson
	Treasurer Nadim Jubran		
	Commissioner Kimberly Henry		
	Commissioner Brian Wanamaker		

Approval to execute the minutes for the *regular* meeting held on August 27, 2026. **Commissioner Jubran moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye."**

DEVELOPMENT **(Ben Bentley)**

Resolution regarding a payment in lieu of tax (PILOT transaction with Union at Smoky Mountain, LP. **Commissioner Harris moved to approve. Commissioner Henry seconded the motion. All other Commissioners present voted "Aye." Resolution 2026-18 is attached.**

Resolution regarding a payment in lieu of tax (PILOT transaction and certain related transactions with DGA St. Mary's LP. **Commissioner Henry moved to approve. Commissioner Harris seconded the motion. All other Commissioners present voted "Aye." Resolution 2026-19 is attached.**

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. **Commissioner Jubran moved to approve. Commissioner Henry seconded the motion. All other Commissioners present voted "Aye."**

PUBLIC FORUM

None

DRAFT

UNFINISHED BUSINESS

None

ADJOURNMENT

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

_____ Approved:

Becky Wade, Chair

ATTEST:

_____ Approved:

Benjamin M. Bentley, Secretary

DRAFT

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
BOARD ACTION FORM - ITEM #5

MEETING DATE	October 29, 2026
AGENDA ITEM DESCRIPTION	Approval is requested to award a contract for legal services: housing (landlord/tenant) services 0000000030 for all KCDC sites, as needed.
SUBMITTED BY	**Name, Title / Department:** Sabrina Draplin, Chief Housing Officer
MEETING TYPE	☑ Regular ☐ Special ☐ Annual
CLASSIFICATION	☐ Resolution ☑ Approval
BUDGET / FINANCIAL IMPACT	**Budgeted: $** 120,000.00 **Expenditure: $** Not to exceed $125,000 per year **Source of Funds:** Operating Funds
APPROVAL / REVIEWS	☑ Department Head /VP ☑ Budget/Finance ☑ Executive Director/CEO ☐ Legal Counsel: _____ **Other – Name/Title:** Terry McKee/Procurement Director

BACKGROUND

1. What is the objective of this action?

This action approves the award of KCDC's solicitation for legal services (landlord/tenant issues) with Brock, Shipe, Klenk, LLC and Kennerly, Montgomery & Finley, P.C.

2. Why is the action needed now?

This action is needed to provide these on-going critical services for evictions and other landlord issues as needed by staff in their day-to-day operations.

3. Who are the parties involved and what are their roles (if appropriate)?

The vendors ((Brock, Shipe, Klenk, LLC primary and Kennerly, Montgomery & Finley, P.C. (secondary)) will provide the Housing Legal Services as requested by KCDC staff. KCDC staff will provide direction and oversight for the vendors.

4. What are the long-term and short-term exposures?

The short term exposure is getting the work done and paying the vendors. There are no longterm ongoing costs. Staff estimates annual expenses will not exceed $125,000 but the final figures are determined by actual needs.

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	These are routine services required to properly operate our housing units. Due to the specialized nature of the work, staff must rely on these legal experts.
ATTACHMENTS	Bid Tabulation Form

KCDC
Knoxville's Community Development Corporation

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: October 20, 2026

SUBJECT: Approval of staff awarding the proposal for Legal Services: Housing (Landlord/Tenant) Services 0000000030 to Brock, Shipe, Klenk, LLC and to Kennerly, Montgomery & Finley, P.C.

KCDC's Procurement Policy requires written formal solicitations (publicly advertised and opened) for services that may exceed $50,000. Staff requests Board approval of the following recommendation.

Scope of Work	Legal Services: Housing (Landlord/Tenant) Services 000000003
Funding Source	Operating funds
Total Award Amount	Not to exceed approximately $125,000 per year. The final amount will depend on actual needs that arise each year.
Review Committee	Sabrina Draplin, Chief Housing Officer Kristie Toby, Housing Operations Director Terry McKee, Procurement Director
Solicitation Type	Request for Proposals
Vendor(s) for Award	Brock, Shipe, Klenk, LLC (primary) Kennerly, Montgomery & Finley, P.C. (secondary)

Scoring Matrix	
Company	**Score**
Brock, Shipe, Klenk, LLC	150
Kennerly, Montgomery & Finley, P.C.	105

Notice of this solicitation was distributed through the following KCDC centric methods to achieve the widest possible dissemination of the opportunity:
Registered Vendors. Vendors who have registered on-line with KCDC and indicated an interest in providing these goods or services receive an automated email with a link to the solicitation document.
KCDC Webpage. The solicitation document and all related documents are posted to KCDC's Web Page for all interested parties to have access to whether they have ever registered with KCDC.
KCDC Bulletin Boards. KCDC property offices receive a copy of each solicitation to post on their bulletin boards for residents to consider should they own, work for or otherwise know of businesses that may be interested in the work.

This solicitation was distributed through the following "distribution" groups for possible distribution to their members and/or contacts. This is part of our outreach to the widest possible marketplace as well as our outreach to small, minority, woman and veteran owned businesses:
Centro Hispano de East Tennessee+
Knox County's Supplier Diversity Office*+
Knoxville Area Urban League+
Knoxville Chamber Partnership
Knoxville's DBAC Office*+
Knoxville Equity Partners+
SCORE
SERC
Small Business Administration
Tennessee Minority Supplier Development Council+
Tennessee Small Business Development Center
Tennessee Valley Authority Diversity Outreach*+
U.S. Department of Commerce Minority Business Development Agency+
WJBE Radio+

* 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 #6

MEETING DATE	October 29, 2026
AGENDA ITEM DESCRIPTION	Resolution regarding the appointment of directors of Tennessee Community Capital.
SUBMITTED BY	**Name, Title / Department:** Marisa Moazen, Chief Strategy Officer, Executive Department
MEETING TYPE	☑ Regular ☐ Special ☐ Initial
CLASSIFICATION	☑ Resolution ☐ Approval
BUDGET / FINANCIAL IMPACT	**Budgeted: $**_____ **Expenditure: $**_____ **Source of Funds:**
APPROVAL / REVIEWS	☑ Department Head /VP ☐ Budget/Finance ☐ Executive Director/CEO ☐ Legal Counsel:_____ **Other – Name/Title:**

BACKGROUND

1. What is the objective of this action?

Tennessee Community Capital is a new CDE (Community Development Entity) and is submitting an application to receive a NMTC (New Market Tax Credits) funding allocation, thus needing to appoint directors (KCDC Chair, Vice Chair and Secretary).

2. Why is the action needed now?

The NMTC Application is due the beginning of November and directors are needed.

3. Who are the parties involved and what are their roles (if appropriate)?

Tennessee Community Capital is the CDE/applicant. KCDC serves as the controlling entity for up to the first three years.

4. What are the long-term and short-term exposures?

None

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	The Applicant's governing body has by proper resolution or similar action authorized the signing and filing of this New Markets Tax Credits Allocation Application, including all understandings and assurances contained herein, and directed and authorized the Authorized Representative of the Applicant to act in connection with this Allocation Application and to provide such additional information as may be required.
ATTACHMENTS	Resolution

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION REGARDING THE APPOINTMENT OF DIRECTORS OF TENNESSEE COMMUNITY CAPITAL

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 (the "Act"); and

WHEREAS, there has been filed with the Tennessee Secretary of State a Charter (the "Charter") of Tennessee Community Capital (the "Corporation"), a not-for-profit public benefit corporation, the primary purpose of which is to serve and provide investment capital for Low-Income Communities and Low-Income Persons within the meaning of Section 45D of the Internal Revenue code; and

WHEREAS, the Charter provides that the Corporation is intended to be exempt from federal income taxation under § 501(a) of the Internal Revenue Code; and

WHEREAS, in furtherance of its mission, the Corporation intends to submit an application for an allocation of New Markets Tax Credits (the "NMTC Application"); and

WHEREAS, although the Corporation is not an instrumentality of KCDC, the Charter provides that three (3) of the Corporation's directors (the "Appointed Directors") shall be the same individuals then serving in the offices of Chairman, Vice Chairman and Secretary of KCDC; and

WHEREAS, the Charter further provides that any vacancy in an Appointed Director position shall be filled on an interim basis by KCDC until the appointment of a new Chairman, Vice Chairman or Secretary, as applicable, of KCDC; and

WHEREAS, KCDC desires to acknowledge its assent to (i) the service of KCDC's Chairman, Vice-Chairman and Secretary as Appointed Directors of the Corporation, (ii) the assumption by KCDC of the obligation to fill vacancies in Appointed Director positions of the Corporation, and (iii) the assumption by KCDC of any other obligations of KCDC as set forth in the Charter and the Bylaws of the Corporation, copies of which have been made available to the Board for review; and

WHEREAS, KCDC further desires to evidence its support for the NMTC Application.

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

RESOLVED, that KCDC hereby acknowledges its assent to (i) the service of KCDC's Chairman, Vice-Chairman and Secretary as Appointed Directors of the Corporation, (ii) the assumption by KCDC of the obligation to fill vacancies in Appointed Director positions of the Corporation, and (iii) the assumption by KCDC of any other obligations of KCDC as set forth in the Charter and the Bylaws of the Corporation; and, further

RESOLVED, that KCDC hereby expresses its support for the NMTC Application to be filed by the Corporation.

BE IT THEREFORE RESOLVED that this Resolution shall be effective this 29th day of October, 2026.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

By:_____
Secretary

52331383.3

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
BOARD ACTION FORM - ITEM #7

MEETING DATE	October 29, 2026
AGENDA ITEM DESCRIPTION	Approval to enter into a construction contract with East Tennessee Turf and Landscape to construct a portion of the Tennessee Riverwalk located approximately between 303 Flats and Cityview Condominiums.
SUBMITTED BY	**Name, Title / Department:** Ben Bentley, Executive Director/CEO, Executive
MEETING TYPE	☑ Regular ☐ Special ☐ Annual
CLASSIFICATION	☐ Resolution ☑ Approval
BUDGET / FINANCIAL IMPACT	**Budgeted: $** 6.65M **Expenditure: $** 6.65M **Source of Funds:** City of Knoxville and Existing LOC from Riverwalk Developer
APPROVAL / REVIEWS	☑ Department Head /VP ☐ Budget/Finance ☑ Executive Director/CEO ☑ Legal Counsel: BBS Other – Name/Title:

BACKGROUND

1. What is the objective of this action?

Through a settlement agreement entered into by the developers of One Riverwalk and City of Knoxville, the City is to construct the remaining incomplete section of riverwalk along the south bank of the Tennessee River with funding in part from a letter of credit that was established by the One Riverwalk Developers. The balance of the project costs will be paid for with City of Knoxville capital funds. The section that will be constructed with this contract is between Cityview Condominiums and the Norfolk Southern Railroad bridge.

2. Why is the action needed now?

The settlement agreement stipulates certain milestone dates for the construction of the riverwalk and requires construction to begin before the end of the year in order for the funds associated with the letter of credit to be used toward construction costs.

3. Who are the parties involved and what are their roles (if appropriate)?

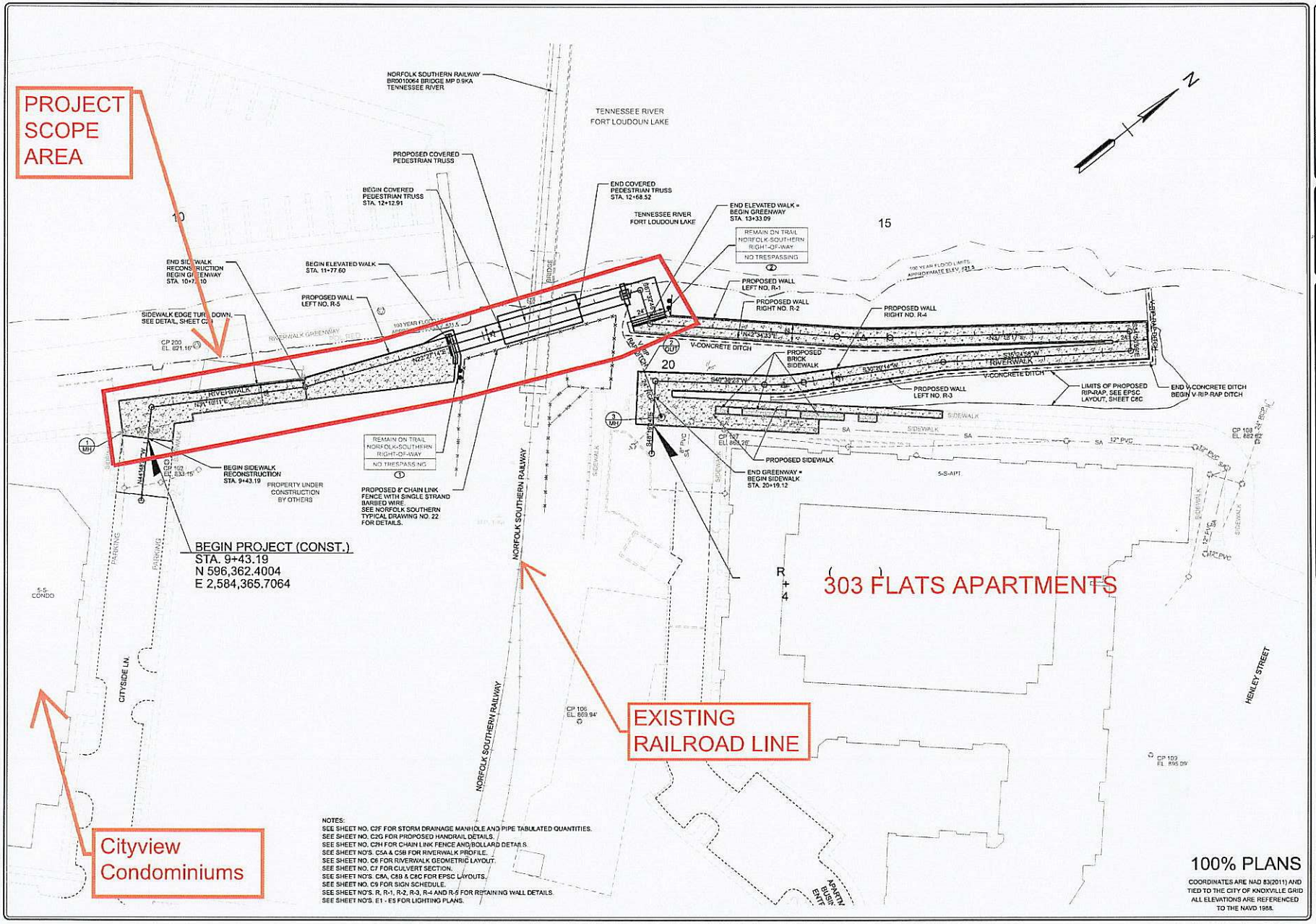
East Tennessee Turf and Landscape as Contractor, KCDC and City of Knoxville as project managers, and JMT as civil engineer.

4. What are the long-term and short-term exposures?

KCDC is facilitating the project as a co-project manager but has no exposure with regards to cost overruns or completion requirements.

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	None.
ATTACHMENTS	Project area maps; draft construction contract

Sevier Ave
E Blount Ave
Henley St
E Blount Ave
Kay St
Kerbela Ave
Chapman Hwy
W Blount Ave
Kerbela Ave
Cityside Ln
Rising Way (pvt)
Flagship Way (pvt)
Rocky Shore Ln
W Blount Ave
Sunshine Cir
Saint Paul St
Chapman Hwy



NOTES:
SEE SHEET NO. C2F FOR STORM DRAINAGE MANHOLE AND PIPE TABULATED QUANTITIES.
SEE SHEET NO. C2G FOR PROPOSED HANDRAIL DETAILS.
SEE SHEET NO. C2H FOR CHAIN LINK FENCE AND BOLLARD DETAILS.
SEE SHEET NO'S. C5A & C5B FOR RIVERWALK PROFILE.
SEE SHEET NO. C6 FOR RIVERWALK GEOMETRIC LAYOUT.
SEE SHEET NO. C7 FOR CULVERT SECTION.
SEE SHEET NO'S. C8A, C8B & C8C FOR EPSC LAYOUTS.
SEE SHEET NO. C9 FOR SIGN SCHEDULE.
SEE SHEET NO'S. R, R-1, R-2, R-3, R-4 AND R-5 FOR RETAINING WALL DETAILS.
SEE SHEET NO'S. E1 - E5 FOR LIGHTING PLANS.

100% PLANS

COORDINATES ARE NAD 83(2011) AND TIED TO THE CITY OF KNOXVILLE GRID
ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988.

REVISIONS

NO.	DATE	DESCRIPTION

MATTHEW SCOTT POTTER
REGISTERED ENGINEER
AGRICULTURE
7-8-2025
STATE OF TENNESSEE

RIVERWALK TO CITYVIEW CONNECTION PROJECT

CITY OF KNOXVILLE
KNOXVILLE, TN

JMT.
1909 AILOR AVENUE
KNOXVILLE, TN 37921
865-546-5800

DESIGN
PLANNING
CONSTRUCTION MANAGEMENT
SURVEY
ARCHITECTURE
www.jmt.com

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DRAWN:	J.E.W.
CHECKED:	M.S.P.
JOB NO:	23-01143-001
SCALE:	1" = 30'
DATE:	JULY 8, 2025
FILE NAME:	
DRAWING TITLE:	PROPOSED LAYOUT
DRAWING NO:	C4B

8/27/2025
C:\PWWORKING\JMT\D0830759\COK_RIVERWALKPROPOSED2.DGN

CONTRACT

THIS CONTRACT, is dated as of the _____ day of October, 2026 (the "Effective Date of the Contract"), by and between **KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION**, a housing, redevelopment and urban renewal authority organized under the Tennessee Housing Authorities Law, Tenn. Code Ann. §§ 13-20-101, et seq. (hereinafter called "Owner"), and **East Tennessee Turf and Landscaping**, a Tennessee sole proprietorship authorized to conduct business in Tennessee (hereinafter called "Contractor").

WITNESSETH:

As a result of competitive bidding or other purchasing procedure by which the Owner is permitted to contract for the acquisition of goods and/or services, the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work ("Work") as specified or indicated in the Contract Documents. Without limiting the full scope of the work described in the Contract Documents (as identified in Article 10), the Work is generally described as follows:

Tennessee Riverwalk Extension Project, Knoxville, TN,
Contract C_____.

The Work generally consists of the purchase and installation of a premanufactured pedestrian bridge to be set under the Norfolk Southern Rail Bridge as well as riverwalk sidewalk extension (collectively, the Work).

All Work must be performed in accordance with and as provided in the Contract Documents, a copy of which has been delivered to the Contractor and a copy of which is on file in the office of Owner located at 901 N. Broadway, Knoxville, Tennessee.

ARTICLE 2 - ARCHITECT

Unless the Contract Documents provide otherwise, all references in the Contract Documents to the Architect shall mean and refer to Owner or to such architect, engineer and/or consultant as Owner may from time to time employ in connection with the Work.

ARTICLE 3 - CONTRACT TIMES

3.1 Contractor agrees that the Work will be completed no later than 365 calendar days from the date of this Contract. Contractor's budget and proposal as referenced in Section 10.8 and Section 10.13 contemplates the site being designated as classified and therefore, reasonable time extensions to the Contract Time will be considered for any

unsuitable soils, rock, existing building materials or any other unforeseen materials that require removal from the site as well as any import of suitable soil to replace haul-off.

3.2 Owner and Contractor recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Three Hundred Dollars ($300.00) for each calendar day beyond the time specified in paragraph 3.1.

3.3 Contractor shall not work or deliver materials to job site until issuance of Notice to Proceed and Owner has received Bonds and Certificates of Insurance.

3.4 Any extensions to Contract Time due to adverse weather shall be done in accordance with Section 15 of AIA A201 document and as referenced in Section 10.4 herein.

ARTICLE 4 - CONTRACT PRICE

Owner shall pay Contractor for the Work in accordance with the Contract Documents the amount of five million dollars **($6,645,102.00)** (the "Contract Price") and as more thoroughly detailed in Exhibit C. The Contract Price reflects the Contractor's total cost to complete the scope of work as shown in the Drawings referenced in Section 10.14. The Contract Price is based on the project being designated as a classified site. Any rock, existing building materials or any other unforeseen materials (other than soil and topsoil) not shown on the Drawings that require removal from the site separate from soil and topsoil will be charged to the Owner at $75.00 per yard inclusive of haul off and disposal. Documentation of said unforeseen materials should be provided to Owner by Contractor as soon as reasonably possible after uncovering or discovering said materials. Except for a written change order signed by the Owner, in no event shall the Contract Price be changed.

ARTICLE 5 - PAYMENT PROCEDURES

In addition to the other requirements provided in the General Conditions described in Section 10.4 hereof, Contractor shall submit Applications for Payment in accordance with such General Conditions. Upon final completion and acceptance of the Work in accordance with the General Conditions described in Section 10.4 hereof, Owner shall pay the remainder of the Contract Price to Contractor.

ARTICLE 6 – RECEIPTS & RELEASES OF LIENS

In addition to the requirements provided in the General Conditions described in Section 10.4 hereof, Owner will require the Contractor to attach to each Pay Request a sworn statement acknowledging payment to all subcontractors and material suppliers for

work done and materials, equipment and fixtures furnished through the date covered by the previous payment. Owner may require the Contractor to attach to each Pay Request acknowledgments of all subcontractors and material suppliers for work done and materials, equipment and fixtures furnished through the date covered by the previous payment.

Concurrently with the final payment, Owner will require the Contractor to execute a conditional waiver or release of lien for all work performed and materials furnished hereunder, and will require the Contractor to obtain similar waivers or releases from all subcontractors and material suppliers.

ARTICLE 7 – WAIVER OF LIEN CLAIM

Contractor shall not file a mechanic's or materialman's lien or maintain any claim against the Owner's real estate or improvements for or on account of any work done, labor performed or materials furnished under this Contract, and shall include in each subcontract a clause which shall impose this requirement on the subcontractor.

ARTICLE 8 – INDEMNIFICATION AND HOLD HARMLESS

To the full extent permitted by applicable law, the Contractor shall defend, indemnify and hold harmless the Owner from and against any and all claims, damages, losses, liabilities and expenses, including attorneys' and experts' fees and expenses, arising out of, in connection with or resulting from performance, or failure in performance, of the Work or any other obligation in or related to the Contract Documents, provided that such claim, damage, loss, liability or expense is caused, in whole or in part, by the acts or omissions of the Contractor, its subcontractors, material suppliers, or any party for which any of them is responsible or liable, regardless of whether or not such claim, damage, loss, liability or expense is caused in part by the Owner. The Owner shall have the right, at its sole option, to participate in the defense of any such claim, demand or suit without relieving the Contractor of its obligations under this Section.

ARTICLE 9 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

9.1 Contractor has examined and carefully studied the Contract Documents (including all Addenda) and all other related data identified in the Contract Documents including "technical data."

9.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

9.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and Contractor has specifically applied for and obtained all required permits and agrees to

perform Work in accordance with those permits and the requirements of Knox County Air Quality Management.

9.4 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

9.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9.6 Contractor has given Owner written notice of all conflicts, errors, ambiguities and discrepancies that Contractor has discovered in the Contract Documents and the written resolutions thereof by Owner are acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 - CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work and consist of the following:

10.1 The Contract (pages 1 to 7, inclusive, and all exhibits thereto).

10.2 Reserved

10.3 Performance and Payment Bond(s).

10.4 AIA A201 and attached as Exhibit A.

10.5 Insurance Requirements for Contract C_____ and attached as Exhibit B.

10.6 Reserved

10.7 Reserved

10.8 Reserved

10.9 Notice to Proceed.

10.10 Reserved

10.11 Reserved.

10.12 Reserved

10.13 Itemized Project Budget as Exhibit C.

10.14 Drawings: 100% Construction Drawings, titled Riverwalk to Cityview Connection Project, dated July 8, 2025, and as enumerated on the drawing log attached as Exhibit D.

10.15 2026 Highway Prevailing Wage Rates as Exhibit E.

10.16 Draft Railroad Construction Agreement as Exhibit F.

There are no Contract Documents other than those listed above in this Article 10.

ARTICLE 11 - MISCELLANEOUS

11.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically otherwise agreed upon in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.2 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.3 Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.4 Contractor makes oath that he has complied with all the provisions of the Contractor's Licensing Act of 1994 of the State of Tennessee, the same being set out in Tennessee Code Annotated, 62-6-101, et seq., "And that he is licensed by the State Board of Licensing Contractors. Said Board is authorized to receive complaints relative to his professional conduct." His license number is 54171 its date of expiration is 1/31/2028, and that part of the classification applying to this Contract BC, HC, MU, MU-A, MU-D, HRA-A, HRA-E.

11.5 Notices to Owner shall be sent to:

Executive Director/CEO
Knoxville's Community Development Corporation

P. O. Box 3550
Knoxville, Tennessee 37927-3550

Notices to Contractor shall be sent to:

East Tennessee Turf & Landscape
Attention: Nick Overbay
989 Simpson Road, Whitesburg, TN 37891

(Signatures appear on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

CONTRACTOR:

_____

By: _____

Name: _____
Title: _____
Address: _____
_____

Contractor's License No.: 54171

OWNER:

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

By: _____
Benjamin M. Bentley
Executive Director/CEO

Address: 901 N Broadway
Knoxville, TN 37917

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
BOARD ACTION FORM - ITEM #8

MEETING DATE	October 29, 2026
AGENDA ITEM DESCRIPTION	Resolution authorizing the execution of documents relating to certain public improvements in connection with the Hillwood Drive Realignment Project in the Knoxville South Waterfront.
SUBMITTED BY	**Name, Title / Department:** Ben Bentley, Executive Director/CEO
MEETING TYPE	☑ **Regular** ☐ **Special** ☐ **Annual**
CLASSIFICATION	☑ **Resolution** ☐ **Approval**
BUDGET / FINANCIAL IMPACT	**Budgeted:** $3,000,000 **Expenditure:** $$3,000,000 **Source of Funds:** Tax Increment Finance Proceeds
APPROVAL / REVIEWS	☐ **Department Head /VP** ☐ **Budget/Finance** ☑ **Executive Director/CEO** ☑ **Legal Counsel:** BBS **Other – Name/Title:**

BACKGROUND

1. What is the objective of this action?

KCDC has identified a a portion of Hillwood Drive in the South Knoxville Waterfront that is in need of realignment, the addition of public sidewalks, and the relocation of utilities and storm-water management improvements to accommodate said realignment. Pursuant to the Knoxville South Waterfront Redevelopment plan, KCDC is authorized to assist with such redevelopment projects by entering into tax increment financing transactions. KCDC proposes to enter a development agreement with River's Edge II LLC to facilitate a tax increment financing structure for the performance of this work. The proposed reimbursement through said structure will not exceed $3,000,000.

2. Why is the action needed now?

The agreements are required to be approved and finalized prior to the next board cycle.

3. Who are the parties involved and what are their roles (if appropriate)?

KCDC and River's Edge II LLC as parties to the proposed Development Agreement

4. What are the long-term and short-term exposures?

Customary exposures under similar tax increment financing structures within the South Knoxville Waterfront. Developer must complete the infrastructure on behalf of KCDC and the City, and the Developer is at risk for any cost overruns in excess of

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	Dominion has been planning for the redevelopment of this site since 2021. Hillwood Drive, the road adjacent to the project, is in need of reconstruction. Given the apartment units soon to be constructed, the City requested that Dominion complete the needed road improvements as part of its project.
ATTACHMENTS	Resolution

RESOLUTION NO. 2026-___

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION AUTHORIZING THE EXECUTION OF DOCUMENTS RELATING TO CERTAIN PUBLIC IMPROVEMENTS IN CONNECTION WITH THE HILLWOOD DRIVE REALIGNMENT PROJECT IN THE KNOXVILLE SOUTH WATERFRONT

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 the Knoxville South Waterfront Redevelopment & Urban Renewal Plan, as it may be amended from time to time (the "Plan"), KCDC is authorized to facilitate redevelopment projects in the area subject to the Plan (the "Redevelopment Area"); and

WHEREAS, pursuant to the Plan, KCDC is authorized to assist with such redevelopment projects by entering into tax increment financing transactions with respect to redevelopment projects in the Redevelopment Area; and

WHEREAS, KCDC desires to provide for the construction of certain public improvements within the Redevelopment Area to provide for economic development necessary to support stabilization and improvement of surrounding areas; and

WHEREAS, KCDC and Merchant Holdings, LLC, a Tennessee limited liability company (the "Developer") have identified a portion of Hillwood Drive in the City, located immediately west of Island Home Avenue (the "Redevelopment Property") that is in need of redevelopment and improvement; and

WHEREAS, the Developer has developed plans for the improvement of the Redevelopment Property, to encompass street and road improvements including the realignment of Hillwood Drive, the construction of public sidewalks, and the relocation of utilities and certain stormwater management improvements to accommodate the road realignment (collectively, the "Project"); and

WHEREAS, KCDC has determined to reimburse the Developer, upon the terms set forth in the Development Agreement, for the cost of the public improvements included in the Project in an amount not to exceed $3,000,000; and

WHEREAS, for the purpose of establishing the rights and obligations of KCDC and the Developer with respect to the matters described above and related matters, KCDC desires to enter into a Redevelopment Agreement (Hillwood Road Realignment Project) with the Developer (the "Development Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Knoxville's Community Development Corporation, as follows:

RESOLVED, that 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 (i) execute and deliver to the Developer the Development Agreement and any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officers in order to evidence and document the development of the public improvements described therein properly in accordance with the requirements of KCDC and the City of Knoxville, including, without limitation assignments, certificates, affidavits, and any other instruments of any kind or nature whatsoever, all in the form approved by the Authorized Officers executing same, the execution of same by such Authorized Officers to constitute conclusive evidence of the approval of same, and (ii) take from time to time any other actions deemed necessary or desirable by the Authorized Officers to effect the transactions described above and in the Development Agreement; and, further

RESOLVED, that it is in the best interest of KCDC to enter into the Development Agreement and to fully perform its obligations thereunder, for the purpose of financing the development of public improvements pursuant to the Development Agreement; and, further

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

Approved this 29th day of October, 2026.

KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION

By:_____
Secretary

52330201.1

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION
BOARD ACTION FORM - ITEM #9

MEETING DATE	October 29, 2026
AGENDA ITEM DESCRIPTION	Resolution authorizing the negotiation and execution of documents relating to the purchase of certain real property located at 0 W. Jackson Avenue.
SUBMITTED BY	**Name, Title / Department:** Ben Bentley, Executive Director/CEO
MEETING TYPE	☑ Regular ☐ Special ☐ Annual
CLASSIFICATION	☑ Resolution ☐ Approval
BUDGET / FINANCIAL IMPACT	**Budgeted:** $3,000,000 (NTE) **Expenditure:** $3,000,000 (NTE) **Source of Funds:** First Horizon Short Term Credit Facility
APPROVAL / REVIEWS	☐ Department Head /VP ☐ Budget/Finance ☑ Executive Director/CEO ☑ Legal Counsel: BBS **Other – Name/Title:**

BACKGROUND

1. What is the objective of this action?

KCDC desires to acquire certain real property located at 0 W. Jackson Avenue, Knoxville, Tennessee, a portion of Tax Parcel ID No. 094EJ00102 from City Yard Partners OZ LLC, a Tennessee limited liability company or an affiliate thereof to facilitate future development of the property and surrounding areas on Jackson Avenue. The additional sixty five feet of depth across the site will enable the development team to complete the mixed use and provide significant public space connectivity via a greenway along the railroad track.

2. Why is the action needed now?

The acquisition of the property is proposed to occur prior to the next board cycle.

3. Who are the parties involved and what are their roles (if appropriate)?

KCDC as purchaser; City Yard Partners OZ LLC as seller

4. What are the long-term and short-term exposures?

KCDC intends to hold the property until such time as the future development of the property and surrounding areas on Jackson Avenue takes place. KCDC will be reimbursed for these costs in conjunction with the closing of the McClung development.

HISTORICAL / TRANSACTIONAL INFORMATION (who, when, where)	KCDC has previously acquired adjacent properties around the subject property to be included in plans for the future development of the surrounding areas on Jackson Avenue.
ATTACHMENTS	Resolution

RESOLUTION NO. 2026-____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION AUTHORIZING THE NEGOTIATION AND EXECUTION OF DOCUMENTS RELATING TO THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED AT 0 W. JACKSON AVENUE

WHEREAS, Knoxville's Community Development Corporation ("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 is authorized to acquire real property and to make and execute contracts and other instruments necessary or convenient to the exercise of the powers of a housing authority; and

WHEREAS, KCDC desires to acquire certain real property located at 0 W. Jackson Avenue, Knoxville, Tennessee, Tax Parcel ID No. 094EJ00102 (the "Property") from City Yard Partners OZ LLC, a Tennessee limited liability company or an affiliate thereof (the "Seller") to facilitate future development of the Property and surrounding areas on Jackson Avenue; and

WHEREAS, the Board of Directors of KCDC desires to authorize the officers of KCDC to negotiate, execute and deliver a Real Property Purchase and Sale Agreement between KCDC and the Seller (the "Purchase Agreement") and to complete the acquisition of the Property in accordance with the terms and conditions of the Purchase Agreement,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Knoxville's Community Development Corporation, as follows:

RESOLVED, that the Chairman, Vice Chairman, Secretary, Assistant Secretary and/or any other officer of KCDC (each, an "Authorized Officer"), acting alone or in combination with one another, is/are authorized, empowered and directed (i) to negotiate and execute, and, if requested, the Secretary is authorized to attest, and any such officer of KCDC is authorized to deliver to the other parties thereto, the Purchase Agreement and any and all other instruments, documents and agreements deemed necessary or desirable by the Authorized Officer in order to evidence and document KCDC's acquisition of the Property in accordance with the terms of the Purchase Agreement, including without limitation assignments, certificates, affidavits, and any other instruments of any kind or nature whatsoever, all in the form approved by the Authorized Officers executing same, the execution of same by such Authorized Officers to constitute conclusive evidence of the approval of same, and (ii) take from time to time any other actions deemed necessary or desirable by the Authorized Officers to effect the transactions described

above and to evidence the Purchase Agreement and the acquisition of the Property in accordance with the requirements of KCDC; and

RESOLVED, that it is in the best interest of KCDC to acquire the Property; and, further

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

Approved this 29th day of October, 2026.

KNOXVILLE'S COMMUNITY
DEVELOPMENT CORPORATION

By:_____
Secretary

52331372.1