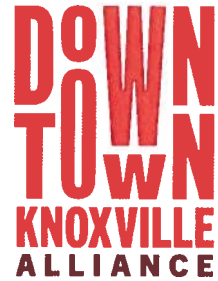


BOARD OF DIRECTORS' MEETING

➤ AGENDA

NOVEMBER 21, 5:00 PM



- I. Welcome
- II. Approval of Minutes
 - A. *October Board Meeting
- III. *Financial Report
- IV. Committee Reports
 - A. Development Committee
 - B. Quality of Life
 - C. Marketing Committee
- V. Staff Report
- VI. Old Business
- VII. New Business
 - A. KAT Board Representative
- VIII. Public Forum
- IX. Adjournment

* Denotes action items

Upcoming Meetings:

December 19, 11:30 am – Board Meeting

January 23, 11:30 am – Board Meeting

February 20, 10:00 am – Budget Workshop, 11:30 am – Board Meeting

This meeting, and all communications between Board Members, are subject to the provisions of the Tennessee Open Meetings Act.

BOARD OF DIRECTORS MEETING

➡ MINUTES

OCTOBER 17, 2022, 5:00 PM

The Board of Directors of Downtown Knoxville Alliance met on Monday, October 17, 2022, at 5:00 pm at 17 Market Square, Knoxville, TN.

Board members present included Rick Emmett, Vince Fusco, Lorie Matthews, Daniel Smith, Adrienne Webster, and Mary Katherine Wormsley. DKA and Knoxville Chamber staff in attendance included: Michele Hummel, Karen Kakanis, Angela Lunsford, and Robin Thomas.

I. Welcome

Lorie Matthews chaired the meeting. She welcomed everyone to the meeting and called the meeting to order.

II. Minutes

Lorie Matthews called for the approval of the minutes from the September board meeting. Mary Katherine Wormsley made a motion to approve the minutes. Rick Emmett seconded the motion, which was unanimously approved by the board.

III. Financial Report

Angela Lunsford delivered the financial report for the corporation explaining the various reports. Adrienne Webster made a motion to approve the minutes, Daniel Smith seconded the motion, which was unanimously approved by the board.

IV. Discussion with KPD Chief Noel and Narrell Heigler of K-Town Connect

Chief Noel and Captain Sammy Shaffer discussed their initiatives downtown and the recent changes within KPD. They are concentrating on cleaning up the illegal problems they are seeing downtown and asking residents and employees to report crimes immediately and be patient. This will take the community working together. Narrell Heigler discussed the work K-Town Connect has been performing and shared several statistics showing the areas they have been involved with.

V. Staff Report

Staff presented the staff report which provided an update on activities from the previous month, social media numbers, and highlighted the upcoming month's meetings. The full reports were included in the agenda packet.

VI. Old Business

A. MOU with City regarding 314 Union Ave.

Michele Hummel presented the latest MOU which had been circulated to the Board and the City. Daniel Smith made a motion for Michele Hummel to sign the agreement on behalf of the organization. Mary Katherine Wormsley seconded the motion which was approved by the board. Rick Emmett recused himself from the vote as he is employed with the City of Knoxville.

B. Agreement between the City and DKA regarding Old City security

In the past, DKA has paid off-duty KPD officers for additional security for Market Square and Old City. Due to the number of bars in the Old City, Chief Noel with KPD prefers to have an agreement where KPD pays the officers directly and then bills DKA. Staff presented the agreement and discussed several items within the agreement. Vince Fusco made a motion for Michele Hummel to sign the agreement on behalf of the organization. Daniel Smith seconded the motion, which was approved by the board. Rick Emmett recused himself from the vote as he is employed by the City of Knoxville.

VII. New Business

A. KAT Board Representative

Chris Crouch has been the DKA Representative on the Knoxville Area Transit Board. His term ends in December and we need to provide the name(s) to the mayor for a new representative in November.

B. Cradle of Country Music

DKA approved a grant for Cradle of Country Music in the amount of \$83,000. The City is requesting this amount now to finalize the project. Vince Fusco made a motion to expense the accrual for the Cradle of Country Music and send the city the check. Mary Katherine Wormsley seconded the motion, which was unanimously approved.

VIII. Public Forum

Georgiana Vines discussed the group that comes to Krutch Park on Tuesdays to feed the homeless, and she asked if this is allowed.

A comment was made about the number of loud cars going through downtown. Alan Carmichael suggested if Tennessee had vehicle inspections It would cut down the issue of altered mufflers on cars, which would make car noise less of a problem.

IX. Adjournment

With no other business, the meeting was adjourned.

Secretary

**Downtown Knoxville Alliance
Statement of Cash Flows
Fiscal YTD October 31, 2022**

	<u>Jul '22 - Jun '23</u>
OPERATING ACTIVITIES	
Net Income	426,034
Adjustments to reconcile Net Income to net cash provided by operations:	
1110 Other Receivable	(479,262)
2020 Accounts Payable	7,480
2600 Accrued Payables	(16,174)
2700 Accrued Wages	-
Net cash provided by Operating Activities	(61,921)
FINANCING ACTIVITIES	
3900 Change in NA - unrestricted	-
Net cash provided by Financing Activities	-
Net cash increase for period	(61,921)
Cash at beginning of period	841,246
Cash at end of period	<u>779,326</u>
 Current Liabilities	 (33,349)
Accrued Payables	(335,827)
 Accounts receivable and Other	 481,477
Subtotal	112,302
Projected Remaining Budgeted Income (Expenses)	
Revenue	422,406
Development	(115,000)
Quality of Life	(252,795)
Business Support	(38,957)
Marketing/Sponsorships	(153,455)
Administration	(176,801)
Subtotal	<u>(314,603)</u>
Projected Cash - Before Minimum Reserve	<u>577,024</u>
Minimum Cash Balance - Reserve	(150,000)
Projected Cash Availability	<u>427,024</u>

Downtown Knoxville Alliance
Statement of Cash Flows
Fiscal YTD October 31, 2022

Project	Grants	Permit Date	Comp Date	YE 6/30/2023	Total
Cradle of Country Music	83,000			83,000	83,000
314 Union Ave (COK)	250,000			250,000	250,000
	<u>333,000</u>			<u>0</u>	<u>333,000</u>

* City approval required

Note: Disclosure of Tax Abatement for Farragut Building. CBID Board agreed to receive current assessment of \$4,578 and forgo \$19,012/year for 25 years - total abatement \$475,302. Based on estimated increase in projected value \$18.4mm versus \$3.6mm. Tax is .32 per \$100 on 40% of projected value.

Note: In 2013, Knox County Commission and Knox County Industrial Development Board approved a 10 year PILOT for Marble Alley Lofts, LLC. The property was held by Knox County and did not pay property taxes because of its tax exempt status. The property is now held by the Knox County Industrial Development Board. Based on the current appraised value, at the end of the 10 year PILOT, CBID would be entitled to a projected assessment of \$36,800 annually.

Note: In July of 2019, the Board of the Downtown Knoxville Alliance agreed to approve a 10-year abatement of the incremental CBID assessment for the State Supreme Court projects starting 48 months after the Dover Signature Properties closes on the two parcels of property from the City of Knoxville to allow for construction and project stabilization. CBID will receive an assessment for both properties based on the acquisition cost of \$2.6mm or approximately \$320 for the property that will house the hospitality project, purchased for \$250,000 and \$3,008 for the parcel that houses the apartment project, purchased for \$2,350,000. Downtown Knoxville Alliance will receive this yearly assessment during the 48 month construction and stabilization period and during the 10-year abatement, after which the CBID assessment will be paid at full value.

Downtown Knoxville Alliance
Profit & Loss Actual vs Budget June 30, 2023

Acct #	Jul 22	Aug 22	Sep 22	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23	Mar 23	Apr 23	May 23	Jun 23	YTD FY23	FY23 Budget	Remainder
Income															
COVID Tax Assessments	4020	3,684	557	1,989	481,364	-	-	-	-	-	-	-	487,594	910,000	422,406
Investment Income	4100	12	19	18	45	-	-	-	-	-	-	-	94	500	406
Total Income		3,696	575	2,007	481,409	-	-	-	-	-	-	-	487,688	910,500	422,812
Expenses															
Development															
Path to Prosperity	5225	-	-	-	-	-	-	-	-	-	-	-	-	15,000	15,000
Special Projects	5205	-	-	-	-	-	-	-	-	-	-	-	-	100,000	100,000
Total Development		-	-	-	-	-	-	-	-	-	-	-	-	115,000	115,000
Quality of Life															
Beaification	5659	33	68	77	4,073	-	-	-	-	-	-	-	4,251	90,000	85,749
Ambassador Program	5657	6,833	6,833	6,844	6,837	-	-	-	-	-	-	-	27,347	82,000	54,653
Residential - Other	5900	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residential	5901	-	-	(6,705)	-	-	-	-	-	-	-	-	(6,705)	3,000	9,705
Security	5700	2,204	1,904	1,100	2,104	-	-	-	-	-	-	-	7,311	110,000	102,689
Total Quality of Life		9,070	8,805	1,317	13,013	-	-	-	-	-	-	-	32,205	285,000	252,795
Business Support															
Business Support	5676	1,898	2,201	4,605	2,138	-	-	-	-	-	-	-	11,043	50,000	38,957
Total Business Support		1,898	2,201	4,605	2,138	-	-	-	-	-	-	-	11,043	50,000	38,957
Marketing Expenses															
Advertising General	5305	3,691	3,746	3,999	8,843	-	-	-	-	-	-	-	20,279	50,000	29,721
Print & Design	5306	211	486	813	5,728	-	-	-	-	-	-	-	7,237	35,000	27,763
Website - All Committees	5375	1,150	1,050	1,379	1,450	-	-	-	-	-	-	-	5,029	20,000	14,971
Sponsorship Prior Year	5362	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Events and Sponsorship	5360	-	5,000	4,000	-	-	-	-	-	-	-	-	9,000	90,000	81,000
Total Marketing Expenses		5,051	10,282	10,190	16,021	-	-	-	-	-	-	-	41,545	195,000	153,455
Administration															
Meals/ Lodging/ Travel	5420	362	488	241	383	-	-	-	-	-	-	-	1,475	5,500	4,025
Office Expense	5430	274	595	753	587	-	-	-	-	-	-	-	2,209	6,000	3,791
Bank Fees	5435	12	36	18	18	-	-	-	-	-	-	-	84	200	116
Postage	5440	-	151	10	9	-	-	-	-	-	-	-	169	2,500	2,331
Professional Dev.	5445	-	-	-	-	-	-	-	-	-	-	-	-	5,000	5,000
Professional Svc	5450	500	2,200	-	2,750	-	-	-	-	-	-	-	5,450	11,000	5,550
Svc Contract - Operations	5461	19,405	19,405	19,405	19,405	-	-	-	-	-	-	-	77,620	232,859	155,239
Insurance Directors/Officers	5750	-	-	-	828	-	-	-	-	-	-	-	828	800	(28)
Software	5480	-	-	-	-	-	-	-	-	-	-	-	-	1,000	1,000
Supplies	5470	-	-	-	223	-	-	-	-	-	-	-	223	-	(223)
Total Administration		20,554	22,875	20,427	24,202	-	-	-	-	-	-	-	88,058	284,859	176,801
Total Expenses		36,573	44,162	36,540	55,375	-	-	-	-	-	-	-	172,850	909,859	737,009
Change in NAV		(32,877)	(43,587)	(34,532)	426,034	-	-	-	-	-	-	-	314,838	641	314,197
Board Approved Spending		0	0	250,000	0	0	0	0	0	0	0	0	250,000	-	-
314 Union Avenue		0	0	250,000	0	0	0	0	0	0	0	0	250,000	-	-
Subtotal Board Approved Spending		(32,877)	(43,587)	(34,532)	426,034	0	0	0	0	0	0	0	44,838	-	-
NAV Total after Surplus Spending		(32,877)	(43,587)	(34,532)	426,034	0	0	0	0	0	0	0	44,838	-	-

Downtown Knoxville Alliance

Balance Sheet As of October 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash & Cash Equiv.	0.00
1005 Cash	0.00
1016 Regions - Checking	55,027.03
Total 1005 Cash	55,027.03
1020 Investments - Cert Dep and MM	
1011 Regions - MM	227,781.48
1021 First Bank 2774	71,770.44
1023 First Bank CD 2781	104,867.24
1024 First Bank MM 2976	23,791.74
1026 First Century Bank	114,900.20
1027 SunTrust MM Account	137,652.52
1029 Home Federal Bank - MM	43,421.62
Total 1020 Investments - Cert Dep and MM	724,185.24
Total 1000 Cash & Cash Equiv.	779,212.27
Total Bank Accounts	\$779,212.27
Accounts Receivable	
1110 Other Receivable	481,363.85
Total Accounts Receivable	\$481,363.85
Other Current Assets	
1499 Undeposited Funds	113.31
Total Other Current Assets	\$113.31
Total Current Assets	\$1,260,689.43
TOTAL ASSETS	\$1,260,689.43
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Acc. Payable	0.00
2020 Accounts Payable	33,348.77
Total 2000 Acc. Payable	33,348.77
Total Accounts Payable	\$33,348.77
Other Current Liabilities	
2600 Accrued Payables	335,826.50
Total Other Current Liabilities	\$335,826.50
Total Current Liabilities	\$369,175.27
Total Liabilities	\$369,175.27

Downtown Knoxville Alliance

Balance Sheet

As of October 31, 2022

	TOTAL
Equity	
3900 Change in NA - unrestricted	826,675.99
Net Income	64,838.17
Total Equity	\$891,514.16
TOTAL LIABILITIES AND EQUITY	\$1,260,689.43

Downtown Knoxville Alliance

Statement of Cash Flows

October 2022

	TOTAL
OPERATING ACTIVITIES	
Net Income	426,034.36
Adjustments to reconcile Net Income to Net Cash provided by operations:	
1110 Other Receivable	-479,261.56
2020 Acc. Payable:Accounts Payable	7,479.80
2600 Accrued Payables	-16,173.50
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-487,955.26
Net cash provided by operating activities	\$ -61,920.90
NET CASH INCREASE FOR PERIOD	\$ -61,920.90
Cash at beginning of period	841,246.48
CASH AT END OF PERIOD	\$779,325.58

Downtown Knoxville Alliance

Profit and Loss

October 2022

	TOTAL
Income	
4020 CBID Assessment	481,363.85
4100 Interest on Cash Reserves	45.25
Total Income	\$481,409.10
GROSS PROFIT	\$481,409.10
Expenses	
5100 Business Support	
5150 Merchant Support	2,013.08
Total 5100 Business Support	2,013.08
5300 Marketing Expenses	
5305 Advertising	8,843.05
5306 Print and Content	5,727.86
5375 Website	1,450.00
Total 5300 Marketing Expenses	16,020.91
5400 Administration	223.01
5420 Meals/Lodging/Travel	383.16
5430 Office Expenses	586.68
5435 Bank Fees	18.00
5440 Postage	8.55
5450 Professional Svc	2,750.00
5460 Services Contract	19,405.00
5490 Insurance D&O	828.00
Total 5400 Administration	24,202.40
5650 Quality of Life	
5655 Bike Patrol	2,103.60
5657 Ambassador Program	6,836.75
5659 Beautification	4,073.00
Total 5650 Quality of Life	13,013.35
5675 Recruitment & Retention	125.00
Total Expenses	\$55,374.74
NET OPERATING INCOME	\$426,034.36
NET INCOME	\$426,034.36

Downtown Knoxville Alliance

A/P Aging Detail

As of October 31, 2022

DATE	TRANSACTION TYPE	NUM	VENDOR	DUE DATE
31 - 60 days past due				
10/31/2022	Bill	2208560	High Resolutions, Inc	09/20/2022
Total for 31 - 60 days past due				
Current				
10/31/2022	Bill	INV009168	Knoxville Chamber	10/31/2022
10/31/2022	Bill	INV009247	Knoxville Chamber	10/31/2022
10/31/2022	Bill	1763	Moore, Mitch	10/31/2022
10/31/2022	Bill	185599	Graphic Creations	10/31/2022
10/17/2022	Bill	4878	Gregory's Greenhouse Production, LLC	11/16/2022
10/31/2022	Bill	0005060872	Knoxville News Sentinel	11/20/2022
10/31/2022	Bill	DKA-110122	Hannah Gils	11/30/2022
10/31/2022	Bill		Thomas, Robin	11/30/2022
10/31/2022	Bill	37958	Bible Harris Smith, P. C.	11/30/2022
10/31/2022	Bill	2	Lauren LeBlanc	11/30/2022
Total for Current				
TOTAL				

Downtown Knoxville Alliance

A/R Aging Detail

As of October 31, 2022

DATE	TRANSACTION TYPE	NUM	CUSTOMER	DUE DATE	AMOUNT	OF
Current						
10/31/2022	Invoice	347	City of Knoxville.	11/30/2022	481,363.85	
Total for Current					\$481,363.85	
TOTAL					\$481,363.85	

DEVELOPMENT COMMITTEE

➤ MINUTES

NOVEMBER 17, 2022 3:00 PM VIA ZOOM

Committee members present included: Chad Boetger, Rick Emmett, Melinda Grimal; Mary Kathryn Kennard; Staff/Others: Michele Hummel and Kevin Grimal.

Request for 501 E. Hill Ave. - \$50,000

The committee met to review an Economic Impact Program request from Melrose Knoxville. Itzamar Jimenez and Lei Chen with Melrose Knoxville presented the request to the committee for 501 E. Hill Ave. This is an adaptive reuse project, changing the building from the former use of a hotel to a 375-unit multi-family project with retail. The goal is to help young professionals and students have affordable housing. A majority of the units will be studio apartments.

The owners mentioned that UT has talked to them about leasing the units and/or the entire building to help with the student housing shortage.

They described the improvements that will be made to the outside of the building which include maintenance to the 110 large bay windows facing the TN River, repairing leaks through the concrete, pressure washing the building, etc. They received two bids: Mountain View Remodeling for \$152,216 and East Tennessee CC for \$170,000.

The interior of the building will be a complete renovation. The total project cost has exceeded \$19mm.

The committee discussed the request and felt the project is good for downtown as it brings over 375 new residents downtown and that it redevelops a blighted building that has been vacant for several years. One committee member expressed concern if DKA is bailing UT out of a housing crunch they may have created and if the project truly needs DKA's funding.

After discussion, a recommendation was made in the form of a motion to approve the request as presented by a vote of 3-1.

With no other business, the meeting was adjourned.

APPLICATION

Name: Melrose Knoxville LLC

Project Address: 501 East Hill Avenue, Knoxville, TN 37915

Your Mailing Address: 9420 Wilshire Blvd., 4th Floor, Beverly Hills, CA 90212

Phone Number: 310-300-4147 Email Address: leic@omninet.com

Requested Amount: \$50,000.00 Total Project Costs: \$152,160.00

1. Describe the project: ☐ New construction ☒ Renovation
This is an adaptive reuse project, changing the building use from a hotel (former Marriot) to a 375-unit multi-family with retail spaces. The target renters are students and young professionals, therefore the monthly rent for the majority of the single furnished units will be marketed at an affordable rate.
2. What is the request:
Melrose Knoxville LLC would like to request the maximum \$50,000 Economic Impact Program Grant to support the maintenance cost to install metal flashing and recaulk the 110 large bay windows facing the Tennessee River. This is necessary to stop the water leaks through the concrete cracks in order to preserve this landmark building and update it for occupancy.
3. For work to be performed on the building façade, the applicant is required to provide two itemized bids from general contractors licensed to do business within the City of Knoxville, consistent with the information on the drawings that are submitted with this application.

Contractor #1: Name Mountain View Remodeling License Number: _____
Total façade or public domain cost estimate \$152,216.00
Total project cost estimate See budget below.

Contractor #2: Name East Tennessee CC License Number: _____
Total façade or public domain cost estimate \$170,000.00
Total project cost estimate See budget below.
4. Has the project been submitted and/or approved by the Design Review Board (D1) or the Historic Zoning Commission (H1)? ☐ Yes ☒ No
N/A
5. Will you be receiving or asking for any financial incentives/assistance from other sources (i.e. Historic Tax Credits, PILOT, TIF, etc?) If so, how much: No - N/A

6. Do you have a financial commitment from another source(s) ☐ Yes ☒ No

7. Anticipated start date: 11/ 7 /2022 Anticipated completion: 12 / 12 /2022
If your project is not completed within 12 months of approval, you can come back to the Board for a possible extension.

8. Will this project increase the number of downtown residents or permanent jobs?
☒ Yes ☐ No If yes, by how many? There are 375 units in this building for residents to live,
work, and dine. The building will also have 15-20 positions open for staff and maintenance.

9. Has this building received DKA funding in the past? If so, when/what? No.

10. How does your project help enhance DKA's mission to make downtown a better place in which to live, work and play?

Yes, our project will help enhance DKA's mission to make Downtown Knoxville a better
place in which to live, work, and play by:

1. Updating a landmark building. Melrose Knoxville's building is located at 501 East

Hill Avenue, Knoxville, TN 37915. This is a landmark building that once operated as a Marriot
hotel. It is half a mile away from Downtown Knoxville. It has been vacant for a number of years.

2. Provide 375 furnished units to residents within half a mile from Downtown Knoxville and within one mile from the University of Tennessee. The rent rate will be affordable to market rate, as the targeted residents will be students and young professionals.

3. The building will have work spaces, retail, and restaurants.

4. The building will have 15-20 positions open for staff and maintenance.

BUDGET

Please complete the budget summary:

Total Cost of Project:

Land: \$ 3,380,512.56

Building: \$ 10,475,064.24

Façade/Public Domain Improvements: \$ 821,326.07

Other Improvements: \$ 4,020,067.44

Soft Costs: \$ 314,366.84

Total Project Cost: \$ 19,011,337.10 - Current Cost

Describe what is included in Soft Cost: Professional fees from architect, MEP engineers,
structural engineer, code consultant, interior design.

Sources of Funding:

Equity:

Cash: \$ 7,976,498.20 - From Omninet Melrose LLC, Owner of
Melrose Knoxville LLC

Security: \$ 0.00

In-kind: \$ 0.00

Financing:

Requested from DKA: \$ 50,000.00

Other sources: \$ 10,984,838.90

Name Source of Other Financing: Loan from Bank of America

Total Funding: \$ 19,011,337.10 - Current Funding

Melrose Knoxville LLC

Property: Melrose Knoxville
Property Address: 501 east hill ave
Knoxville , Tn 379915
Number: 8642768504

Contractor: ETC
Address: P.O. Box 6307 Sevierville TN
Number: (865) 292-1801 37864
Email: Easttennesseecc@gmail.com

Job Specifications: Caulking windows/Flashing

Contractor shall complete all work as indicated in the Job Description. Contractor shall furnish, at its own expense, all materials, equipment, and labor necessary to perform and complete the job unless otherwise agreed to in writing. Contractor represents itself to be competent to complete the job described and that it shall furnish qualified workmen and supervisors. Contractor and its employees and subcontractors shall comply with and be responsible for all applicable laws, statutes, rules, regulations, permits needed or orders of the United States Government and the State, City and County in which the Property is located. Contractor represents that it has informed itself of all legal requirements and certifies that this Contract meets the requirements for a contract of this type in the State where the Property is located. Contractor guarantees that any materials used in performance of this Contract shall not contain hazardous materials including but not limited to asbestos, lead paint, etc. Contractor also acknowledges that removal and disposal of any hazardous material will be the responsibility of the Contractor. Contractor must adhere to all safety regulations as promulgated by O.S.H.A. or any department or agency of the Federal, State or Local Government when such are applicable to the job covered by this Agreement. Contractor shall obtain and pay for all required permits. Contractor shall complete project in a diligent and timely manner in accordance with the start and end dates set forth above. If, due to unforeseen circumstances, extra time is required to complete the work, Contractor must obtain written approval from Melrose Knoxville. Upon completion of each unit or phase by Contractor, Contractor's work must be inspected and accepted by Agent or Owner. If at any time Agent or Owner, its employees or representatives shall determine the job is not being performed properly or is otherwise unsatisfactory for any reason whatsoever and so notifies Contractor, Contractor shall not do any further work toward completion of the job until Agent or Owner notifies Contractor to proceed. Agent or Owner shall have the absolute and unqualified right to terminate this Agreement without cause, at any time for any reason, without penalty of breach, by providing Contractor with a written notice of termination, to be effective Ten (10) calendar days from the date said notice is sent to the Contractor. In such event, Contractor shall be entitled to be paid a portion of the Contract Price based on the reasonable value of the work properly performed prior to termination. Contractor's limited remedy for termination as set forth herein shall be exclusive. Agent or Owner also may reduce the scope of the remaining unperformed work by number or size, for any reason at any time without penalty of breach, by providing Contractor with a written notice of same, to be effective Ten (10) calendar days from the date said notice is sent to the Contractor. Contractor to the fullest extent permitted by law, Contractor agrees that, in consideration of payments made to Contractor, Contractor hereby waives and releases all actions, debts, claims, and demands against Agent or Owner on account of all work, services, equipment and materials performed and furnished by Contractor.

- 1) This agreement shall be governed by and construed in accordance with the internal laws of the State of (TN), U.S.A., without reference to any conflicts of law provisions
- 2) The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.
- 3) The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.
- 4) Payment plan: we will hold the last payment until the job is final walk inspection.
- 5) Price is fixed and there is no unforeseen labor/material costs change in contract.

Contractor Initial



Supplies

- **Melrose Knoxville** will not be responsible for supplying any equipment / labor or other necessary items required for the completion but what is listed.
- Melrose Knoxville will supply all sikasil WS-295
- Melrose to supply 392 vents for fresh air for air handlers.
- Contractor to supply labor and tools for job.
- Contractor to supply metal flashing for the job.

PROJECT: Window Caulking / Flashing (river side)

- Remove any and all old caulk and seals on 720 windows
- Tape off glass on 720 windows so no sikasil WS-295 will get on glass if it does use razor clean it off
- Use sikasil WS-295 to seal 720 frame of window.
- Seal any cracks seen in seal around window to concrete.
- Clean up any and all trash from work area
- Contractor to supply dry lock for window area sealer.
- And concrete caulk for framing to concrete seal for windows.
- Contractor to supply tools for job for removal of caulk and seal.
- Contractor to supply metal 24 gage 3' wide by 28' long
- Contractor to lap over ¼ inch with metal at window and 3" lap over concrete end by 3 inches
- Contractor to take side wall edge for concrete lap 2 inches.
- Contractor to secure any and all metal every 3 inches to the metal and concrete.
- Seal any overlapping metal with butyl seal tape .
- When metal is secure Caulk any and all area around metal and holes that can leak.
- Contractor to bid on 120 Large open frames for metal flashing.
- Contractor to put in 120 vents back on , supplied by Melrose Knoxville and seal them in place with sikasil WS-295.

1. All workers will have to wear appropriate masks consistently and correctly while on job site.
2. All workers will need to wear appropriate masks in all common areas or shared workspaces: (including open floor plan, office space, cubicle embarkments and all conference rooms.
3. A skilled craftsman crew must perform all work at the end of the day, workers must clean up the work site any possible liabilities.

Contractor Initial



4. Skilled craftsmen must perform all work in a first-class manner. Including but not limited to appearance and demeanor on work site.
5. The utmost caution must be used to protect all landscaping, etc., during the progress of work. Any areas that are disturbed or disturbance from its original condition, will be at the contractor's expense.
6. Contractor is responsible for any and all permits pertaining to this job, as well as any required inspections.
7. Contractor is responsible for securing all affected traffic areas, the removal of all debris, and the cleanup of the work area at the end of every day. This includes transporting all trash to dumpsters.
8. An English-speaking foreman must be always designated per each job and Contractor must provide adequate and qualified manpower on this job site.
9. All materials must be used in strict accordance with specification and manufactures instructions.
10. Contractor will report to Maintenance Supervisor or Property Manager when on the property.
11. All work must be coordinated with the Maintenance Supervisor or Project Manager on a weekly/daily basis to ensure no problems with the residents. All schedules must be strictly adhered to.
12. Contractor will secure written approval of all change orders from Management prior to doing any additional work not on the contract.
13. Contractor will notify the Property or Maintenance Supervisor if the Contractor will not be on the job due sickness, personal or weather related incidents prior to 8:00 am.
14. An authorized agent of the Contractor must walk all of the job site and write a punch list for employees before the final walk through.
15. Contractor must warrant all work for a minimum of a 5year term from the completion date.
16. All employees of Contractor must wear uniform to identify who they are employed with.

Payment Plan:

Down payment \$ 8,000.00 for labor start up cost.
 Draw at 30 rooms \$ 22,666.66 for labor.
 Draw at 30 rooms \$ 22,666.66 for labor.
 Draw at 30 rooms \$ 22,666.66 for labor.
 10 % Last draw after walk 30 rooms \$ 17,000.00 when final work is completed.

TOTAL PROJECT PRICE: \$ 170,000

Anticipated Start date: 9/20/22 **Estimated Completion date:** 12/30/22

All workmanship will be completed in a professional manner and supervised by a foreman at all times. At the end of each workday, all work areas will be clean and free of any and all debris and trash.

Intending to be legally bound, we have executed this Contract as set forth by these signatures.

Print Name: Paul Bluth Sign: [Signature] Date: 9/20/2022

POSITION/JOB TITLE: Owner

Neil Kadisha or Manager Signature: _____ Date: _____

Contract not binding until signed by Neil Kadisha or Manager

Contractor Initial

[Signature]

Melrose Knoxville LLC

Owner

Melrose Knoxville LLC
501 East Hill Avenue, Knoxville, TN 37915

Contact

Elizabeth Le, Project Manager
Phone: 424-284-4913
Email: Elizabethl@omni2.com

Contractor

Mountain View Remodeling
2911 Old Knoxville Hwy Ste. 1, Maryville, TN 37804

Contact

Jackie "Jordan" Franks
Phone: 865-850-3623
Email: jordanf18.865@gmail.com

Issue: In the units with large bay windows facing the river (river view windows), there are cracks in the current window caulking and concrete, resulting in water leaks into the rooms from the windows and ceilings.

Job Specification: Window caulking, flashing, and vent installation

Location: River view windows at 501 East Hill Avenue, Knoxville, TN 37915



Contractor shall complete all work as indicated in the Scope of Work. Contractor shall furnish, at its own expense, all materials, equipment, and labor necessary to perform and complete the job unless otherwise agreed to in writing. Contractor represents itself to be competent to complete the job described and that it shall furnish qualified workmen and supervisors. Contractor and its employees and subcontractors shall comply with and be responsible for all applicable laws, statutes, rules, regulations, permits needed or orders of the United States Government and the State, City and County in which the Property is located.

Contractor represents that it has informed itself of all legal requirements and certifies that this Contract meets the requirements for a contract of this type in the State where the Property is located. Contractor guarantees that any materials used in performance of this Contract shall not contain hazardous materials including but not limited to asbestos, lead paint, etc. Contractor also acknowledges that removal and disposal of any hazardous material will be the responsibility of the Contractor. Contractor must adhere to all safety regulations as promulgated by O.S.H.A. or any department or agency of the Federal, State or Local Government when such are applicable to the job covered by this Agreement. Contractor shall obtain and pay for all required permits. Contractor shall complete project in a diligent and timely manner in accordance with the start and end dates set forth above. If, due to unforeseen circumstances, extra time is required to complete the work, Contractor must obtain written approval from Melrose Knoxville

Termination: Upon completion of each unit or phase by Contractor, Contractor's work must be inspected and accepted by Agent or Owner. If at any time Agent or Owner, its employees or representatives shall determine the job is not being performed properly or is otherwise unsatisfactory for any reason whatsoever and so notifies Contractor, Contractor shall not do any further work toward completion of the job until Agent or Owner notifies

Contractor to proceed. Agent or Owner shall have the absolute and unqualified right to terminate this Agreement without cause, at any time for any reason, without penalty of breach, by providing Contractor with a written notice of termination, to be effective Ten (10) calendar days from the date said notice is sent to the Contractor. In such event, Contractor shall be entitled to be paid a portion of the Contract Price based on the reasonable value of the work properly performed prior to termination. Contractor's limited remedy for termination as set forth herein shall be exclusive. Agent or Owner also may reduce the scope of the remaining unperformed work by number or size, for any reason at any time without penalty of breach, by providing Contractor with a written notice of same, to be effective Ten (10) calendar days from the date said notice is sent to the Contractor. Contractor to the fullest extent permitted by law, Contractor agrees that, in consideration of payments made to Contractor, Contractor hereby waives and releases all actions, debts, claims, and demands against Agent or Owner on account of all work, services, equipment and materials performed and furnished by Contractor.

- 1) This agreement shall be governed by and construed in accordance with the internal laws of the State of (TN), U.S.A., without reference to any conflicts of law provisions
- 2) The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.
- 3) The terms of this Agreement shall control over any conflicting terms in any referenced agreement or document.
- 4) Payment plan: we will hold the last payment until the job is final walk inspection.
- 5) Price is fixed and there is no unforeseen labor/material costs change in contract.

Supplies

Melrose Knoxville LLC will not be responsible for supplying any equipment/labor or other necessary items required for the completion but what is listed.

- Melrose Knoxville will supply a boom lift.
- Melrose Knoxville will supply all sikasil WS-295 (sealant for waterproofing).
- Melrose to supply 120 vents for fresh air for air handlers.
- Contractor to supply labor and tools for job.
- Contractor to supply metal flashing for the job.

Scope of Work

On Levels 2-12 (11 levels), the river view room windows need 1) metal flashing, 2) new caulking, and 3) air vent installed in the window AC section. There are 10 large bay windows on each floor, with each bay having 12 windows of various sizes. In total, the river view rooms from floors 2 to 12 have 110 bays with a total of 1,320 windows.

- Remove any and all old caulk and seals on all 1,320 windows.
- Tape off glass on all 1,320 windows so no sikasil WS-295 will get on glass. (If it does, use razor to clean it off).
- Use sikasil WS-295 to seal frame of all 1,320 windows.
- Seal any cracks seen in seal around window to concrete.
- Clean up any all trash from work area.
- Contractor to supply dry lock for window area sealer.
- And concrete caulk for framing to concrete seal for windows.
- Contractor to supply tools for job for removal of caulk and seal.
- Contractor to supply metal 18-24 gage 3' wide by 28' long.
- Contractor to lap over ¼ inch with metal at window and 3" lap over concrete end by 3 inches.
- Contractor to take side wall edge for concrete lap 2 inches.
- Contractor to secure any and all metal every 3 inches to the metal and concrete.
- Seal any overlapping metal with butyl seal tape.

- When metal is secure caulk any and all area around metal and holes that can leak.
- Contractor to bid on 110 large open frames (110 bay) for metal flashing.
- Contractor to put in 120 vents back, supplied by Melrose Knoxville and seal them in place with sikasil WS-295.

Requirement

1. All workers will have to wear appropriate masks consistently and correctly while on job site.
2. All workers will need to wear appropriate masks in all common areas or shared workspaces: (including open floor plan, office space, cubicle embarkments and all conference rooms.
3. A skilled craftsman crew must perform all work at the end of the day, workers must clean up the work site any possible liabilities.
4. Skilled craftsmen must perform all work in a first-class manner, including but not limited to appearance and demeanor on work site.
5. The utmost caution must be used to protect all landscaping, etc., during the progress of work. Any areas that are disturbed or disturbance from its original condition, will be at the contractor's expense.
6. Contractor is responsible for any and all permits pertaining to this job, as well as any required inspections.
7. Contractor is responsible for securing all affected traffic areas, the removal of all debris, and the cleanup of the work area at the end of every day. This includes transporting all trash to dumpsters.
8. An English-speaking foreman must be always designated per each job and Contractor must provide adequate and qualified manpower on this job site.
9. All materials must be used in strict accordance with specification and manufactures instructions.
10. Contractor will report to Maintenance Supervisor or Property Manager when on the property.
11. All work must be coordinated with the Maintenance Supervisor or Project Manager on a weekly/daily basis to ensure no problems with the residents. All schedules must be strictly adhered to.
12. Contractor will secure written approval of all change orders from Management prior to doing any additional work not on the contract.
13. Contractor will notify the Property or Maintenance Supervisor if the Contractor will not be on the job due sickness, personal or weather related incidents prior to 8:00 am.
14. An authorized agent of the Contractor must walk all of the job site and write a punch list for employees before the final walk through.
15. Contractor must warrant all work for a minimum of a 5-year term from the completion date.
16. All employees of Contractor must wear uniform to identify who they are employed with.

TOTAL CONTRACT COST: \$152,160.00

Payment Plan

Down Payment \$15,216 to acquire metal flashing.

Draw 1 \$30,000 after metal flashing is purchased and for labor start up cost.

Draw 2 \$17,824 after Floor 2 is completed.

Draw 3 \$17,824 after Floors 3 and 4 are completed.

Draw 4 \$17,824 after Floors 5 and 6 are completed.

Draw 5 \$17,824 after Floors 7 and 8 are completed.

Draw 6 \$17,824 after Floors 9 and 10 are completed.

Draw 7 \$17,824 after Floors 11 and 12 are completed.

Anticipated Start Date: 10-31-2022.

Estimated Completion Date: 12-5-2022

All workmanship will be completed in a professional manner and supervised by a foreman at all times. At the end of each workday, all work areas will be clean and free of any and all debris and trash.

Intending to be legally bound, we have executed this Contract as set forth by these signatures.

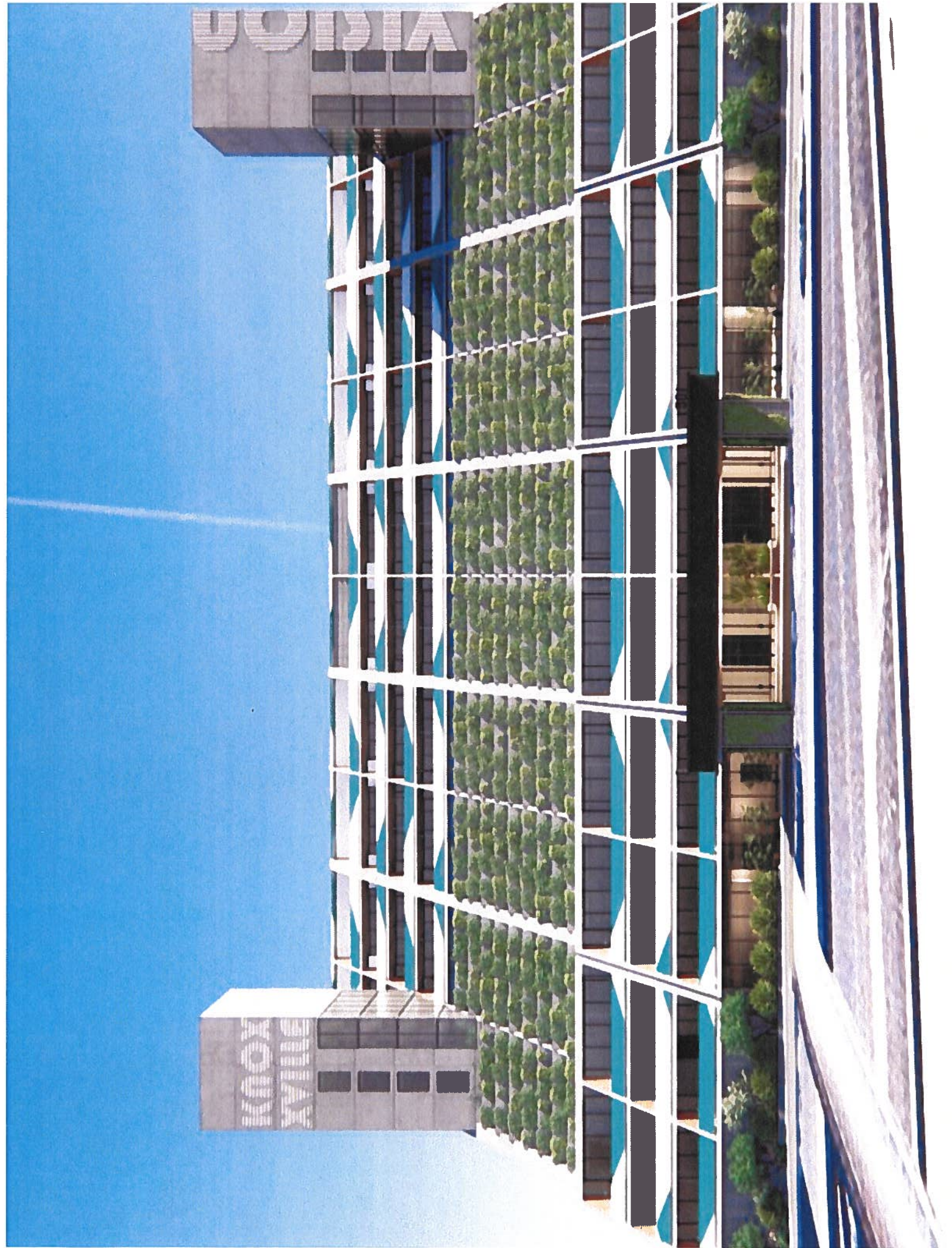
CONTRACTOR

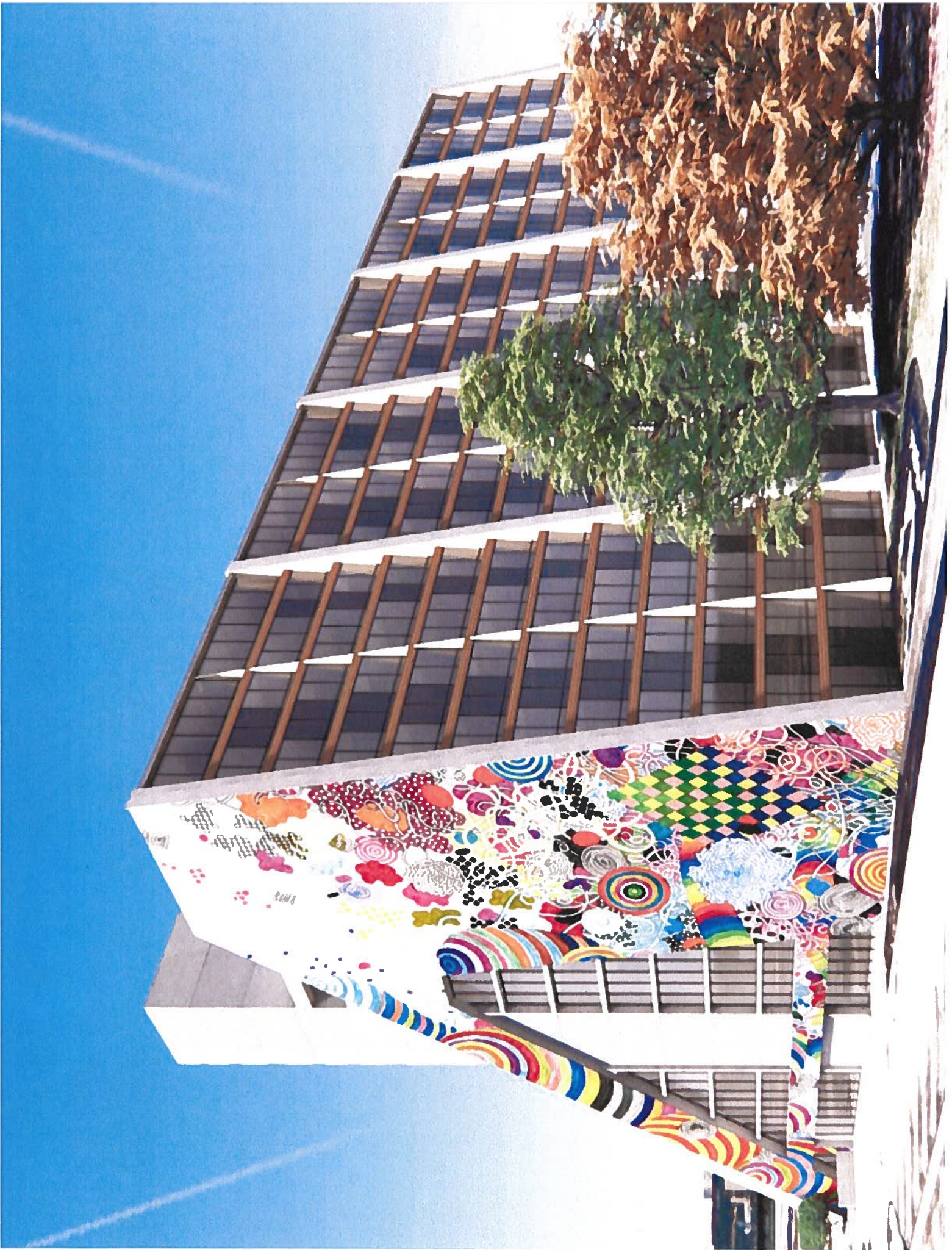
Sign: h/ Jm Date: 10-20-22
Print Name: Jordan FRANKS Position/Job Title OWNER

OWNER

Sign: Lei Chen Date: 10/24/22
Print Name: Lei Chen Position/Job Title Director of project manager

Contract not binding until signed by Melrose Knoxville LLC CEO Neil Kadisha or Director of Project Management Lei Chen







QUALITY OF LIFE COMMITTEE

➡ MINUTES

NOVEMBER 14, 2022, 1:00 PM

The Quality-of-Life Committee for Downtown Knoxville Alliance met on Monday, November 14, at 1:00 at 17 Market Square. Members present included Chair—Lorie Matthews, Nikki Elliott, Dee Pierce, and Brian Pittman. Staff included: Michele Hummel.

Two Bike Mural Request - \$7,500

DKA approved Two Bike Mural request last year. The applicant, Mitchell Connell, and the artist for the project could not come together for the final design and timeline, so they split ways. The applicant then developed another design concept with Robin Easter Designs. As the concept for the mural changed, Mr. Connell came back to the committee with the updated request. In addition, DKA wants to confirm that this project meets the criteria to benefit the public since the mural is on the back of the building.

Mr. Connell updated the committee on the project and new design. The committee asked several questions and would like a better understanding if there will be a gate to limit pedestrian and vehicular traffic to the back of the building. It was determined that the public could view the mural when walking on Willow as well as people who will be living at Stockyard and visiting the retail space.

The committee was in favor of the project. They felt that the mural offers a safe, clean, modernized space that looks as though someone is paying attention to the space.

A motion was made, seconded, and unanimously approved to recommend that the board approve this project as presented with more clarification from Stockyard on the vehicular and pedestrian access to the site.

Budget

Staff reviewed the year-to-date budget and expected expenses for the remainder of the year.

The committee discussed other areas that need to be improved which included trash, alleyways, etc. Many areas were identified that look dirty and as though no one is paying attention to these areas.

The committee discussed bringing back Residential Quarterly Meetings which were halted by COVID.

With no other business, the meeting was adjourned.

APPLICATION

Name: Two Bikes Knoxville and Robin Easter Designs

Your Mailing Address:

Two Bikes
Attn: Mitchell Connell
118 S. Central St.
Knoxville, TN 37917

Phone Number: 865 566 4876 Email Address: Mitchell@twobikes.org

Project Address: 118 S. Central St. Knoxville, TN 37902

Requested Amount: \$7,500 Total Project Costs: \$15,000

1. Describe the project:

The Historic Old City is one of the most vibrant neighborhoods in the Downtown Knoxville area, but it lacks the murals that have contributed to the beautification and popularity of other areas in the city including Market Square and Worlds Fair Park. This project proposes adding a large mural the the Eastside of the building at 118. S. Central Building.

The rendering for the project was completed by Robin Easter Designs and the project will be managed by Robin Easter Designs. The project represents a collaboration between two Historic Old City businesses, and it contributes to a thriving neighborhood economy that values beauty, art, and cultural enhancements.

2. If applicable, has the project been submitted and/or approved by the Downtown Design Review Board (D1) or the Historic Zoning Commission (H1)?

Yes

3. Will you be receiving or asking for any financial incentives/assistance from other sources?

If so, how much:

Yes, the project has secured \$7,500 in funding from Thomas Boyd, the owner of the building.

4. Anticipated state date:

12/1/22

5. Anticipated completion:

1/4/22

The length of the project is due to the difficulty of painting murals in the cold weather. The artist will only be able to paint on warmer days, so an abundance of caution is used in the prediction of the anticipated completion.

6. Has this project received DKA funding in the past? If so, when and amount?

Yes, the project was approved earlier this year, but an invoice was never filed. The previous artist and business owner were not able to agree on a final design for the project, and the two parties decided to end the collaboration. The owner of the building and the tenant both remain committed to the mission of creating a more vibrant and beautiful Old City, so a new proposal with a finalized design is being submitted.

7. How does your project help enhance the CBID's mission to make downtown a better place in which to live, work and play?

The proposed mural contributes to the vitality of downtown and benefits the public in a variety of ways. This mural would provide an aesthetic improvement to the area, and it's visibility from Willow Avenue (photo attached) will provide a welcoming piece of artwork to a street that will soon see an increase in pedestrian traffic due to the upcoming baseball stadium project. The project is also visible from local storefronts including Barleys (photo attached) and the upcoming commercial space in the Stockyard Lofts.

The location of the mural will be available to be enjoyed by baseball fans, shoppers, Old City workers, dog walkers, and Downtown community members who share a love for public art. By contributing to the funding of the Old City Mural Project at 118 S. Central St, the Downtown Knoxville Alliance will help The Old City become a more vibrant, flourishing downtown district with a thriving community of residents, businesses, and visitors in The Historic Old City.

Old City Mural at 118 S. Central

Personnel Services (PS)	Budget	In Kind
Design Fee	\$ 500.00	\$ -
Labor	\$ 11,500.00	\$ -
Total	\$ 12,000.00	\$ -

Other Than Personnel Services (OTPS)		In Kind
Supplies and Materials	\$ 1,500.00	\$ -
Scaffolding	\$ 1,500.00	\$ -
Total	\$ 3,000.00	\$ -

Funding Sources	Budget	In Kind
Thomas Boyd	\$ 7,500.00	\$ -
DKA	\$ 7,500.00	
Total	\$ 15,000.00	

Project Subtotal (PS + OTPS)	\$ 15,000.00
Project Ask	\$ 7,500.00
Percentage of Project	50.00%

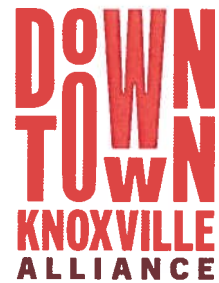




MARKETING COMMITTEE

➤ MINUTES

NOVEMBER 17, 2022 10:00 AM



Committee members present included Heather Beck, BarberMcMurry Architects; Lisa Bellman, Knoxville Public Building Authority; Scott Bird, Moxley Carmichael; Nicki Collett, Tennessee Theatre; Dana Dalton, downtown resident; and Shera Petty, Visit Knoxville. Staff included Robin Thomas.

Sponsorship Request

Organization	Event	Request	Recommendation
East TN Historical Society	Lights! Camera! East Tennessee!	\$5,000	\$5,000
Total			\$5,000

Recommendation for Board Approval

\$5,000 to be approved as outlined above for Event Sponsorships. FY 22-23 budget, summary of event, and event application is attached. There was consideration of establishing a precedent of funding rotating exhibits at various downtown museums. It was felt this exhibit will have broad public appeal and that the three-day free film festival that is part of the exhibit makes it a unique opportunity.

Discussion

The committee also discussed ideas related to a variety of spring events including Big Ears weekend, Rossini Festival and the 20th anniversary of the Market Square Farmers' Market.

Downtown Knoxville Alliance - Event Sponsorships
FY 22-23 (as of October 31, 2022)

	FY 19-20 Requests	FY 19-20 Funded	FY 20-21 Requests	FY 20-21 Funded	FY 21-22 Requests	FY 21-22 Funded	FY 22-23 Requests	FY 22-23 Funded
Budget		60,000		60,000		80,000		90,000
Previously Approved								
Asian Culture Center of TN - Asian Festival*			n/a		20,500	5,000		
Asian Culture Center of TN - Japanese New Year					5,650	1,000		
Big Ears - Big Ears Festival					10,000	10,000		
Bike Walk Knoxville - Tour De Lights	4,500	2,500	n/a		2,500	2,500	2,500	2,000
City of Knoxville - Concerts in the Park			5,000	5,000				
City of Knoxville - Concerts on the Square					8,000	3,000		
Downtown Knoxville - Support Now		32,500	n/a					
Downtown Knoxville - Peppermint Grove			10,000	10,000				
Downtown Knoxville - Spring Lighting			10,000	10,000				
Dogwood Arts - Arts Festival*	6,000		6,000	6,000	6,000	6,000		
Dogwood Arts - Chalk Walk*	4,000		n/a		2,500	2,500		
Dogwood Arts - Southern Skies *	5,000		n/a		5,000	5,000		
East TN Historical Society - Children's Gallery			2,500	2,500				
Event Pro LLC - Knox Food Fest					10,001	5,000		
HoLa Hora Latina - HoLa Festival			5,000	5,000			5,000	5,000
IndiaFest Knoxville - IndiaFest	5,000	4,000						
Knox Co - Children's Festival of Reading*	3,000		n/a		3,000	3,000		
Knox Co - LitUP Teen Literary Festival	3,000	3,000	n/a					
Knox Co - Movies on the Square*								
Knoxville Community Media - Fall Concerts					10,000	-	5,000	-
Knoxville Opera - Musical Theater Marathon			4,000	1,500				
Knoxville Opera - Rossini Festival*	25,000		n/a		20,000	5,000		
Knoxville Opera - Spring Regatta			1,050	-				
Make Music Knoxville - Carol Cart							3,400	2,000
Maker City - Maker City Summit							5,000	-
Nourish Knoxville - Farmers' Market	10,000	8,000	10,000	10,000	10,000	10,000		
Old City Assn - Dolly Fest					10,000	5,000		
Old City Assn - Old City Market	5,000	5,000	5,000	5,000	5,000	5,000		
River & Rail Theatre - 2021-22 Season**					10,000	-		
TN Stage - Shakespeare on the Square*	2,500							
Sweet Ps & Balter Beerworks - Jazz Fest*	10,000		n/a					
WDVX - Blue Plate Special	5,000	5,000	5,000	5,000	5,000	5,000		
Approved to Date	88,000	60,000	63,550	60,000	143,151	73,000	20,900	9,000
Balance Prior to Requests		-		-		7,000		81,000

* Events canceled due to COVID-19. Balance of non-funded events to be used for COVID-19/Support Local initiatives.

** Board chose to fund outside of Event Budget.

Requests November 2022

East TN Historical Society - Lights! Cameras! East Tennessee!	Requests 5,000	Proposed 5000
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Total Current Requests

5,000	5,000
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Remaining Balance

76,000

	Lights! Camera! East Tennessee!
Request	\$5,000
Description	Rotating exhibit featured at the East TN History Center chronicling Knoxville's contributions to film and the scope of filmmaking taking place in the region today. Includes 3-day free film festival.
Dates	Nov 19, 2022 – July 31, 2023
Location	Museum of East TN History
History	Prior Years: 0 Funded by DKA: 0
Most Recent Funding	n/a
Event Producer	East TN Historical Society
Other Sponsors	Humanities Tennessee, Visit Knoxville Film Office, UT Libraries, Knox Co Public Library, Knox Co, Arts & Culture Alliance, Larsen Jay Family
General Admission	General admission to museum of \$10 for adults, \$8 for seniors 55+. Free to children 16 and under, school groups, and on Sundays.
Expected Attendance	5,000+
Total Expenses	\$27,950 (of estimated exp for printing and publicity, exhibit fabrication, and facility space)
Request/% of Exp	17.9%
Request/Attendee	\$1.00
Use of Funds	Printing and publicity, exhibit fabrication, and facility space.

Downtown Knoxville Alliance
Sponsorship Request Application

Event

Lights! Camera! East Tennessee!

a rotating exhibit presented by the East Tennessee Historical Society

Dates

November 19, 2022, through July 31, 2023

(Clarence Brown Film Festival March 2-5, 2023)

Location

The Rogers-Claussen Gallery at the Museum of East Tennessee History at the East Tennessee History Center, 601 S. Gay Street

(Clarence Brown Film Festival at the East Tennessee History Center and various downtown theaters)

Sponsorship Amount Requested

\$5,000

Event History

First-time (and one-time) event

Contact

Gay Lyons 865-384-5549

East Tennessee Historical Society

P.O. Box 1629

Knoxville, TN 37901

lyons@easttnhistory.org

Event Description

Our relationship to moving images is constantly evolving. Amid the global COVID-19 pandemic, for example, our use of—and reliance on—streaming services to access Hollywood blockbusters not only changed how we watch movies but also disrupted traditional models for financing and distributing such productions.

How did our relationship with moving images begin? What technological and cultural events sparked our interest in motion pictures as entertainment? And what role has East Tennessee and its people had in moviemaking?

Lights! Camera! East Tennessee! a new feature exhibition at the East Tennessee History Center, answers these questions by chronicling Knoxville's contributions to film from the promotion of Thomas Edison's Kinetoscope in 1895 to its use as a location for major productions currently in development. At the heart of the story is 35 mm film, shown both in urban theaters and suburban cineplexes and shot by itinerant filmmakers, documentarians, industrial filmmakers, and news reporters. Multiple screens featuring highlights from these genres anchor the exhibition.

Equally intriguing are the stories of how Knoxvilleians made Hollywood history. Learn about Clarence Brown, a graduate of Knoxville High School and the University of Tennessee, who became one of MGM's most prominent directors. And see why James Agee, known to us today as a Pulitzer Prize winning novelist, was better known as a film critic and screenwriter during his life.

Lights! Camera! East Tennessee! will also spotlight the numerous actors from across East Tennessee who became Hollywood A-listers and the variety of films that were shot in East Tennessee, including *A Walk in the Spring Rain* (1970) and *That Evening Sun* (2009), both of which premiered in Knoxville.

In addition to learning about the history of film in East Tennessee, visitors may be amazed to learn of the scope of filmmaking taking place in the region today.

To help promote, attract audiences, and contribute to the success of *Lights! Camera! East Tennessee!* the Knox County Public Library will produce a four-day Clarence Brown Film Festival March 2-5, 2023. Clarence Brown was a favorite director of Greta Garbo and a friend of President Dwight D. Eisenhower and Thomas Edison, but few Knoxvilleians remember the man behind The University of Tennessee's Clarence Brown Theatre. During the festival, audiences will visit the exhibit to gain a broad perspective on films with ties to Knoxville and investigate Clarence Brown's films in-depth.

The East Tennessee Historical Society will also offer a guide to "Clarence Brown's Knoxville" developed as either a publication or video walking tour and compiled by Executive Director of the Knoxville History Project, Jack Neely.

The East Tennessee History Center also houses the Tennessee Archive of Moving Image and Sound (TAMIS). With moving images dating back to 1915, the TAMIS collection currently contains more than 5,000 reels and videotapes of home movies, documentaries, commercial films, television programming, and newsreels, all with local or regional connections. Fifty reels are commercial films with Knoxville ties including six of Clarence Brown's films, archival footage of his visits to Knoxville and the opening of the Clarence Brown Theatre, and home movies of the Vol's 1940 trip to the Rose Bowl (including a visit to see Brown at MGM Studios and his ranch). Using Brown as one lens

to examine the history of film in Knoxville, the exhibit will also feature films from the TAMIS collection.

Additional Sponsors

Humanities Tennessee, Visit Knoxville Film Office, University of Tennessee Libraries, Knox County Public Library, Knox County, Tennessee, the Arts & Culture Alliance and Larsen Jay Family

Planned Use of Funds Requested

Funds from the Downtown Knoxville Alliance will support printing and publicity, exhibit fabrication, and facility space. Other sponsors are supporting the film festival (salaries, honoraria, speaker fees and expenses, conference materials, etc.)

What is the projected attendance at this event? How will actual attendance be measured? Describe the demographics of the intended audience.

Projected attendance is 5,000. Actual attendance will be tallied daily. Any time the museum is open, the person staffing the front desk records not only attendance but where persons or groups have traveled from. Attendance reports are compiled daily and reported weekly, monthly, and annually. Our projected attendance figure of 5,000 may be low. Attendance at the museum in recent months has been higher than pre-pandemic figures.

The partnership with the Clarence Brown Film Festival will increase visits to the museum. In addition, this exhibit is scheduled to run longer than most and will be open during the Dogwood Arts Festival, the Big Ears Festival, and many other festivals taking place between November 2022 and July 2023. The East Tennessee Historical Society is for the first time partnering with the Big Ears Festival, which has reserved the auditorium/meeting and event space at the East Tennessee History Center for the duration of the festival. Big Ears attracts an audience diverse in both age and ethnicity. All Big Ears attendees will be offered free admission to the Museum of East Tennessee History.

The East Tennessee History Center's primary audience is the 35 counties of East Tennessee, but visitors attend from all 50 states and many foreign countries. Free adult admission to the museum is available through the Explorer Pass program, children 16 and under are free, and entrance is always free on Sundays.

Students and faculty in theatre and cinema studies at UT, in Nashville and Memphis, and other Appalachian schools will be invited. The History Center will promote field trips for Knox County Schools offering film curriculum including Gibbs High School (serving a

rural population), Fulton High School (an urban Title 1 school), L&N STEM Academy, and the Kelley Volunteer Academy (enrolling seniors in danger of dropping out).

One of the films screened as a part of the film festival will be "Intruder in the Dust." Released in 1949, this film overtly deals with racism in the South and discussions will include this theme. The exhibition will further explore the history and representation of Black film in Knoxville informed through partnership with the Beck Cultural Exchange Center. The Beck Center is designated by the state as a primary repository of African American history and culture in East Tennessee. ETHC hopes to both borrow photographs from Beck (related to the Gem Theatre in Knoxville which would have been segregated during this time) and partner to identify new audiences for the exhibition.

What opportunities will be provided for downtown merchants to participate?

The East Tennessee Historical Society welcomes participation by downtown merchants and venues. Many downtown venues were very creative in concocting treats made with Mountain Dew during the exhibit celebrating the History of Mountain Dew at the museum in 2019-2020. With film history, movie stars, and movies as inspiration, we feel certain creative downtown merchants will come up with many fun promotions, which we will promote on our website and via social media.

How will this event positively impact downtown?

Visitors to the museum generally do not just visit the museum; they take advantage of many of the entertainment and cultural opportunities downtown. They also visit restaurants, bars, and shops. Our permanent exhibit, *Voices of the Land*, draws many visitors annually, but rotating exhibits like this one provide fresh opportunities to attract people to the museum and downtown.

What effect would lack of Downtown Knoxville Alliance funding have on this event?

We might have to reduce the scope of the exhibit, particularly with regards to expensive interactive components. It could affect our capacity to develop partnerships with the Big Ears Festival and the Beck Cultural Exchange Center. If our promotional reach is limited, it may affect attendance and reduce opportunities for community engagement.

Lights! Camera! East Tennessee!
PROJECTED BUDGET

Expenses

[Not including salaries, scholar honoraria, conference materials, and speaker expenses
(travel, meals, lodging) for the Clarence Brown Film Festival]

Estimated Expenses for Printing and Publicity, Exhibit Fabrication, & Facility Space
\$27,950

The following line-item estimates for exhibit fabrication are derived from Ulrich Printing and PrintPlace.com:

- Section Panels: 30" x 40", 4/4 color prints mounted to black sintra, QTY 16, \$2,400
- Subpanels: 18" x 24", 4/4 color prints mounted to black sintra, QTY 24, \$1,800
- Object and Film Labels: 8.5" x 5.5", 4/4 color prints mounted to black sintra, QTY 24, \$800
- Thematic Wall Murals: 3M ImageTrack, 4/4, 200 square feet, \$2,000
- Building Signage and Exhibition Wayfinding (Banners, Gallery Signage, etc.), \$1,200
- Exhibition Postcard, \$750
- Exhibition Guide, 24 pp, 8.5" x 5.5", 4/4, QTY 2,500, \$1,500

An additional \$7,500 is included in exhibit fabrication for A/V Production (2 Touchscreens).

Facility Space –theater rentals for three days of film screenings March 3 – 5, 2023 - \$10,000

Income

No income will be generated.

Lights! Camera! East Tennessee!
MARKETING AND PROMOTION PLAN

Proposed Media Sponsors—based on previous amounts and pending sponsorship requests

WBIR, 10 News 2, and MeTV - PSA Airtime	\$11,300
WUOT	\$1,000
Total estimated media in-kind sponsorships	\$12,300

ALSO

- Posting on media community calendars throughout the region and in Knox County to include VIP Knoxville Magazine, There's More to Knoxville (Arts & Culture Alliance Calendar), Visit Knoxville Event Calendar, Downtown Knoxville Alliance Event Calendar, Eventbrite Knoxville, and Inside of Knoxville
- Providing links to exhibit landing page on the ETHS website and to community partners to include in their social media and e-news publications: Downtown Knoxville Alliance, Knoxville Chamber, Visit Knoxville, Knox County Library/Friends of the Library, and the Arts & Culture Alliance
- Logo inclusion on event signage and banners
- Multiple press releases sent during the nine months the exhibit will be open to 275 media contacts in the region
- Event promotion in *Newsline* and e-newsletter to 10,000+ subscribers
- Extensive event promotion on social media platforms to 12,000+ followers including Facebook, Instagram, and Twitter
- Distribution of fliers and posters in downtown stores and restaurants

BOARD OF DIRECTORS' MEETING

➤ STAFF REPORT FOR NOVEMBER 2022

DEVELOPMENT

- Development Committee met to review an Economic Impact Grant Request for 501 East Hill Ave.

MARKETING

- "Wicked Cool" ran through Oct 31 – Market Square lighting and ghosts, 3D installations throughout downtown, costume contest at Tennessee Theatre, list of Halloween events, list of Halloween cocktails, treats, and merchandise.
- Newsletter released on November 9 featuring shopping guide and profiles of downtown business owners.
- "Holiday" kicks off November 25 – Elf on the Shelf, Peppermint Trail, new photo op at ice rink, promo with Visit Knoxville to city-wide hotels, winter mural in Strong Alley, Santa's mailbox in Market Square, + all related website, newsletters, social, print, digital, and local media.
- Ongoing updates to social media and online engagement; website updates for businesses, event calendar, and Insider's Guide.
- Social Media – 127,265 followers (previous: 126,541; 124,468; 122,670).
- Marketing Committee met on November 17.

BUSINESS SUPPORT

- Social features on local business owners and gift guides beginning mid-November and into Holiday.
- 35 businesses participating in The Elf on the Shelf® Adventure.
- 75+ businesses participating in Peppermint Trail.
- Website update for First Friday ArtWalk for Nov 4 including 26 participating businesses.
- Information to businesses on monthly conventions and events impacting staffing.

QUALITY OF LIFE

- Quality of Life Committee met this month to revisit Two Bike Mural.
- Sent a residential e-newsletter.
- Working to revamp the Quarterly Residential Meetings which were halted due to COVID.
- Old City Security should begin next

OTHER

- Finalizing FY 21-22 Audit and 990 with the finance team and Bible Harris Smith.
- Closing down bank account with Regions, moving our main checking account to FirstBank.
- Guest for News Talk November 19 to with Kyndra Brewer to discuss all the holiday activities going on in downtown during the holiday season.

FIND SOME
HOLIDAY
MAGIC

EXPLORE



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DIGITAL AD SET FOR HOLIDAY 2022

FIND SOME
HOLIDAY MAGIC

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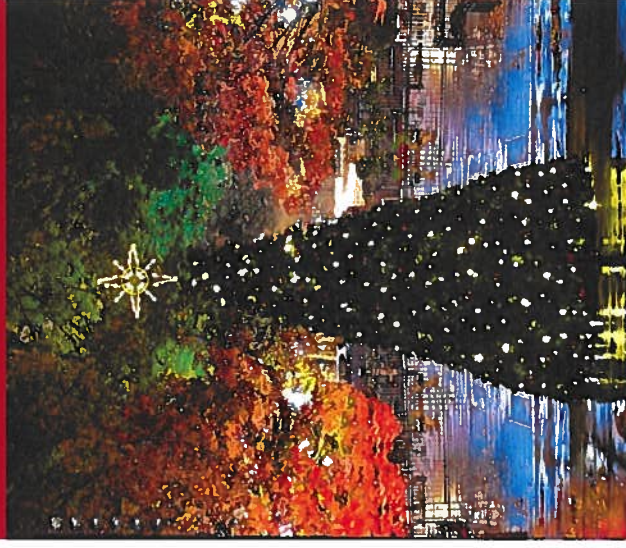
FIND SOME
HOLIDAY MAGIC

EXPLORE



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FIND SOME
HOLIDAY
MAGIC



EXPLORE

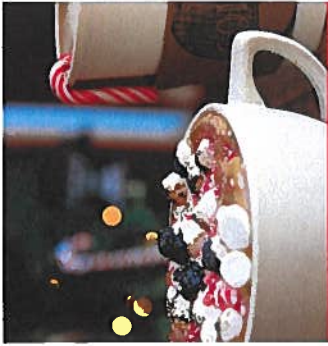
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MERRY MOMENTS
IN DOWNTOWN KNOX



EXPLORE

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FESTIVALS AND EVENTS IN DOWNTOWN KNOXVILLE



NOVEMBER EVENTS

MARKET SQUARE

FARMERS' MARKET
Every Wednesday & Saturday
 thru Nov 29 | Market Square

FIRST FRIDAY ARTWALK

Nov 4 | Various downtown locations

VETERANS' DAY PARADE

Nov 11 | Gay St.

OLD CITY MARKET

Nov 13 | Jackson Ave.

FANTASY OF TREES

Nov 23-27 | Knoxville Convention Center

CELEBRATION OF LIGHTS

Nov 25 | Clay Street, Ketch Park Exit
Market Square

HOLIDAYS ON ICE

Nov 25-Jan 2 | Market Square

PEPPERMINT TRAIL

Nov 28-Jan 8 | Various downtown locations

THE ELF ON THE SHELF® ADVENTURE

Nov 25-Jan 8 | Various downtown locations

OLD CITY MARKET — SMALL BUSINESS SATURDAY

Nov 26 | Jackson Ave.

DECEMBER EVENTS

HOLIDAYS ON ICE

Dec 1-Jan 2 | Market Square

PEPPERMINT TRAIL

Dec 1-Jan 8 | Various downtown locations

THE ELF ON THE SHELF® ADVENTURE

Dec 1-Jan 8 | Various downtown locations

CHRISTMAS PARADE

Dec 2 | Gay St.

FIRST FRIDAY ARTWALK

Dec 2 | Various downtown locations

WINTER FARMERS' MARKET

Dec 3, 10 and 17 | Market Square

JINGLE BELL RUN

Dec 10 | World's Fair Park

TOUR DE LIGHTS PARADE

Dec 10 | Ends in Market Square

OLD CITY MARKET

Dec 11 | Jackson Ave.

CAROL CART

Dec 21 | Rolling through downtown

NEW YEAR'S EVE AT THE SUNSPHERE

Dec 31 | World's Fair Park

DID YOU KNOW?

The Knoxville
Ice Bears are
celebrating their
21st season and
**5th regular season
championship.**

Find details on the 2022-2023
season at KnoxvilleIceBears.com.



MARKET SQUARE WINDOW
BANNERS

Information on
Downtown Knoxville
Festivals and Events



DOWNTOWN KNOX
PEPPERMINT TRAIL
 NOV 25 - JAN 8
 Discover the elf on the shelf, peppermint trail, and more!
 The peppermint trail is a scavenger hunt for the elf on the shelf and other peppermint-themed items.
 #KnoxPeppermint

The Elf on the Shelf
ADVENTURE
 NOV 25 - JAN 8
 Discover the elf on the shelf, peppermint trail, and more!
 The peppermint trail is a scavenger hunt for the elf on the shelf and other peppermint-themed items.
 #KnoxPeppermint

FIND SOME HOLIDAY MAGIC
 in Downtown Knoxville

PEPPERMINT TRAIL
 THE ELF ON THE SHELF® ADVENTURE
 ICE SKATING IN MARKET SQUARE
 SHOPPING LOCAL
 OUTDOOR HOLIDAY MARKETS
 EVENTS FOR ALL AGES
 TWINKLING LIGHTS
 MERRY MOMENTS EVERYWHERE

Find it All!

 downtownknoxville.org

FIND SOME HOLIDAY MAGIC
 in Downtown Knoxville

PEPPERMINT TRAIL
 THE ELF ON THE SHELF® ADVENTURE
 ICE SKATING IN MARKET SQUARE
 SHOPPING LOCAL
 OUTDOOR HOLIDAY MARKETS
 TWINKLING LIGHTS
 MERRY MOMENTS EVERYWHERE

Find it All!

RACKCARD TO 90+ HOTELS

GARAGE ELEVATOR POSTERS

KNOX NEWS SENTINEL



MURAL ON ICE RINK CHILLER WALL



The Elf On The Shelf™ ADVENTURE

PASS

DOWNTOWN KNOXVILLE

Nov 25 - Jan 8



#ELVESINKNOX

The Elf on the Shelf® Scout Elves have landed at each of the businesses listed in your North Pole Pass. Stamp your Pass as you find Santa's magical helpers at each of these locations.

When you've spotted Scout Elves at 20 or more locations, you can enter to win prizes. Register to win at Mast General Store, the Santa-approved Scout Elf Adoption Center.

Plan your next adventure in Downtown Knoxville at downtownknoxville.org



THE ADVENTURE GUIDE

belongs to:

Scout Elf Spotter Name, Holiday 2022

	Mast General Store Host & Adoption Center 402 S Gay St	Art Market Gallery 422 S Gay St	Awaken Coffee 125 W Jackson Ave	Bethie Lou's 110 S Central St	Bliss & Teri Mason Shoes 445 S Gay St
CinFid-0 429 Union Ave	Cruze Farm Ice Cream 445 S Gay St	Dogwood Arts 123 W Jackson Ave	Earth to Old City 22 Market Square	Eddie's Health Shoppe 455 Union Ave	Fruit Jar Alley 23 Market Square
Ham'n Goodys 507 S Gay St	Honeymouth 125 S Central St	Jacks of Knoxville 133 S Gay St	Kilwins 408 S Gay St	Knoxville Museum of Art 1050 World's Fair Park Dr	Knoxville Soap Candle & Gifts 714 S Gay St
Knoxville Trolley (Green Line) Gay St — Old City — Market Square	Knoxville Visitors Center 301 S Gay St	Lawson McGhee Library 500 W Church Ave	Museum of East Tennessee History 601 S Gay St	Nothing Too Fancy 435 Union Ave	Paris Woodhull Illustrations 121 S Gay St
Petro's Chili & Chips 2 Market Square	Phoenix Pharmacy & Fountain 418 S Gay St	Pretentious Glass Co 133 S Central St	Proper Popcorn 29 Market Square	Rala 112 W Jackson Ave	Rick Terry Jewelry Designs 618 S Gay St
Rocket Fizz 7 Market Square	Status Dough 418 S Gay St	Tall Man Toys & Comics 1060 World's Fair Park Dr	Tree & Vine 439 Union Ave	Union Ave Books 517 Union Ave	Women's Basketball Hall of Fame 700 Hall of Fame Dr