

BOARD OF DIRECTORS' MEETING

➡ AGENDA

JUNE 16, 2025, 11:30 AM



- I. Welcome
- II. Approval of Minutes
 - A. *May Board Meeting p. 3
- III. Staff Report p. 5
- IV. Old Business
- V. New Business
 - A. Authorization for Board Chair to Sign Services Agreement p. 7
- VI. Public Forum
- VII. Adjournment

* Denotes action items

Upcoming Meetings:

July 21, 11:30 am – July Board Meeting

August 18, 11:30 am – August Board Meeting

September 15, 11:30 am – September 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

MAY 19, 2025, 11:30 AM

The Board of Directors of Downtown Knoxville Alliance met on Monday, May 19, 2025 at 11:30 am at 17 Market Square, Knoxville, TN.

Board members present included chair - Mary Katherine Wormsley, Chip Barry, Natalea Cummings, Vince Fusco, and Bobby McCarter. DKA and Knoxville Chamber staff in attendance included: Callie Blackburn, Michele Hummel, Karen Kakanis, and Angela Lunsford.

I. Welcome

Mary Katherine Wormsley chaired the meeting and called the meeting to order.

II. Approval of Minutes

A. Minutes from May Meeting

Mary Katherine Wormsley called for the minutes from the April meeting to be approved. Chip Barry made a motion to approve the minutes. Bobby McCarter seconded the motion, which was unanimously approved by the board.

III. Financials

A. Financials from April

Mary Katherine Wormsley called for approval of the April financials. Vince Fusco made a motion to approve the financials, and Chip Barry seconded the motion, which was unanimously approved by the board.

IV. Committee Reports

A. Marketing Committee

The Marketing Committee met on May 14. They reviewed three sponsorships. The recommendations below came from the committee in the form of a motion:

| | |
|---------------------|---------|
| SYNNERGY | \$5,000 |
| Blue Plate Special | \$5,000 |
| Knox Asian Festival | \$5,000 |

Bobby McCarter seconded the motion for SYNNERGY for \$5,000, which was unanimously approved by the board.

Vince Fusco seconded the motion for Blue Plate Special for \$5,000, which was unanimously approved by the board.

Natalea Cummings seconded the motion for the Knoxville Asia Festival for \$5,000, which was unanimously approved.

V. Staff Report

Staff presented their report, which provided an update on activities from the previous month. The full reports were included in the agenda packet.

VI. Old Business

There was no Old Business.

VII. New Business

A. FY 25-26 Draft Budget Discussion

Staff and Board reviewed a draft budget. The budget will be approved at the Annual Meeting in June.

B. Audit/990 Services Agreement

Staff presented the services agreement with Bible Harris Smith. The agreement includes a fee not to exceed \$9,375 for the audit and \$1,650 fee for the 990. Vince Fusco made a motion to approve for the board chair and executive director to sign the engagement letter. Chip Barry seconded the motion, which was unanimously approved.

VIII. Public Forum

There was no Public Forum

IX. Adjournment

With no other business, the meeting was adjourned.

Secretary

BOARD OF DIRECTORS' MEETING



STAFF REPORT FOR JUNE 2025

MARKETING

- Newsletters released promoting Newts in Knoxville launch and Make Music Knoxville CTA.
- Ongoing updates to social media and online engagement; website updates for businesses, event calendar, and Insider's Guide.
- Social Media – 220,955 followers (previous: 218,875; 217,336; 213,648). Includes Facebook, Instagram, X, TikTok, Threads, YouTube, and LinkedIn.
- Launch of Newts in Knoxville (24/7 scavenger hunt) took place on June 6th. Completed installation of newt sculptures.
- Newts in Knoxville video content piece filmed and now in editing process with Loch & Key Productions.
- Newts in Knoxville PR in process with MoxCar. Aggressive digital marketing campaign planning in process with Loch & Key.
- Newts in Knoxville branded merchandise deployed at Mast General Store. Continued expansion with businesses in progress; with more merchants expected to participate in the coming weeks.
- Created Newts in Knoxville social media channels. If you have not already, please follow @knoxnewts on Facebook, Instagram, Threads, and TikTok. Newts in Knoxville social media outreach campaigns in process with local social media influencers.

BUSINESS SUPPORT

- Website update and promotion for June 6 First Friday ArtWalk.
- Information to businesses on monthly events and conventions impacting staffing.
- Updating downtown printed materials to summer 2025: garage elevators, Market Square banners, hotel collateral, etc.
- 2025 Where's Waldo Scavenger Hunt slated to run for the month of July with 41 downtown businesses participating.
- Duke's Mayo Hot Tomato Summer campaign returned again for 2025. Working with interested downtown restaurants to encourage participation in the program.

QUALITY OF LIFE

- Several meetings/calls regarding the Old City road closures during the Smokies and One Knoxville soccer games, with concerns over business.
- Three additional horses will be added to the mounted police patrols. KPD looking to purchase the horses in July. Working with Scott Erland to have a social media contest for names.

OTHER

- Preparing for the Annual Meeting.
- Move to the Emporium has been pushed back to the end of June/early July.
- Media:
 - Newt project: Inside Knoxville, Compass, WBIR, WVLT, WATE
 - Downtown Business Climate/Recent closures of businesses: WBIR, WVLT and WATE

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES is made and entered into as of the 1st day of July, 2025 by and between the Knoxville CBID Management Corporation, otherwise known as Downtown Knoxville Alliance, a Tennessee 501(c)(3) nonprofit corporation (“the DKA”) and Knoxville Chamber, a Tennessee 501 (c)(6) nonprofit corporation (“the KC”).

RECITALS

A. The DKA was created, pursuant to statute and Knoxville City ordinance as a nonprofit corporation to promote development and enhance the downtown Knoxville central business district.

B. Funding is provided through special assessments imposed on property owners within the Central Business Improvement District by the City of Knoxville, Tennessee.

C. The KC is an organization of businesses and other entities, created to advance the business and economic interest in the City of Knoxville and Knox County, Tennessee.

D. The parties agree that the joinder of the resources of the DKA with the leadership resources of the KC in a strategic alliance creates a broader based, more focused, and strategically aligned organization for the betterment of the City of Knoxville and Knox County.

E. Parties agree that the DKA is well suited to utilize services provided by the KC.

AGREEMENTS

NOW THEREFORE, in consideration of the premises and mutual covenants defined below, the parties agree as follows:

1. Services. As of July 1, 2025, the KC shall provide the following services to the DKA:

A. Operations.

i. Executive Director. The KC shall provide the services of one staff member whose primary responsibilities will be managing the daily operations of the DKA. This staff member will be the Executive Director of the DKA and will coordinate: Business Support, Development,

Marketing, Quality of Life, and all other areas deemed appropriate by the DKA Board of Directors.

- B. Accounting and Financial Oversight. Subject to the oversight and approval of the DKA Board, the KC shall perform the accounting and payroll functions of the DKA, and, in doing so, shall perform the following services for the DKA:
- i. Maintain general ledgers of accounts;
 - ii. File periodic statements with the appropriate states and federal agencies and departments as required;
 - iii. Prepare and submit periodic reporting statements to lenders (with required financial ratios and other information listed);
 - iv. Develop and prepare budgets for consideration by the DKA Board of Directors;
 - v. Develop financing plans and make recommendations to the DKA Board of Directors for suitable financing solutions (as needed or desirable for strategic or other purposes); and
 - vi. Prepare financial statements as reasonably requested by the DKA in accordance with generally accepted accounting principles.
- C. Marketing. The KC shall provide the services of a full-time Marketing Director whose primary responsibilities will include:
- i. coordinate and develop all marketing activities including newsletter, maps, brochures, direct mail, annual reports, and other marketing related material;
 - ii. develop and coordinate advertising campaigns, in accordance with the DKA strategic plan;
 - iii. content management of the DKA website;
 - iv. management of social media;
 - v. coordination of public relations outreach as needed;
 - vi. oversee the DKA marketing committee and event sponsorship review; and
 - vii. perform other related duties as required to accomplish the responsibilities and functions of the position of Marketing Director

All the DKA accounts, books and records shall be separately maintained, and in no event shall the funds of the DKA be commingled with the funds of the KC. The KC Vice President of Finance shall serve as the Chief Financial Officer for the DKA.

As part of its duties, the KC shall assign experienced, qualified personnel to fill the positions set forth above in Section 1 (A), (B), and (C), and pay all employee compensation and related taxes and employee benefits for the personnel furnished under this Agreement. The KC shall furnish to the DKA, on an annual basis or as needed, a list of personnel who will fill the roles called for in this Agreement, to include names, percentage of salaries and overhead allocated to the DKA, and any other costs associated with fulfilling the terms of this Agreement.

- C. Indirect Cost. The DKA shall be required to pay for all indirect cost, which include, but are not limited to , liability insurance, shared office equipment and space, as part of the fee set forth in Section 2(A) below.
- D. Improvements and Capital Expenditures. The DKA shall be required to pay only for such improvements or capital items as are included in its annual budget approved by its Board of Directors. Any other purchases are owned and insured by the KC.
- E. Contracts. The KC may negotiate and execute on behalf of, and in the name of the DKA, such contracts, from time to time, only with prior approval of the DKA Board of Directors.
- F. Applicable Laws; Licenses, Fees. The KC shall assure that the DKA complies with applicable federal, state, and local laws in their respective operations. The KC shall, at the expense of and in the name of the DKA, obtain and maintain all licenses and permits required under federal, state, or local law for the DKA to carry on its business as now conducted or anticipated.
- G. Other. The KC shall perform such other reasonable duties as requested of it from time to time by the DKA or its Board of Directors or its duly authorized Executive Committee. The DKA shall cooperate with the KC, as reasonably requested from time to time by the KC, to help the KC coordinate and perform its duties under this Agreement.

2. Payment.

- A. Fees for Operations, Accounting/Financial Services, Marketing, and Indirect Costs. The DKA shall pay to the KC an annual fee of \$222,050 payable in equal

monthly installments for its operations, accounting services, and indirect costs provided pursuant to this Agreement.

- B. The above listed services are based upon estimated time of the KC personnel spent upon business of the DKA, and represent reimbursement to the KC for compensation expenses. If one or more of the two main categories of services outlined in Section 1 is terminated pursuant to Section 4 below, the annual fee will be adjusted based upon mutual written consent by both parties.
 - C. Direct Costs. All external costs of the DKA operations and activities shall be billed directly to the DKA, including postage used on the KC postal equipment. The DKA shall pay for extraordinary expenditures in excess of \$5,000 made by the KC on its behalf, provided that the KC shall obtain the approval of the Board of Directors or the Executive Committee of the DKA in advance of making such expenditures. Expenses under \$5,000 may be authorized by the Director if they are included in the annual budget approved by the DKA Board of Directors.
 - D. Exhibit. All of these fees are set forth on Exhibit A attached here to and made a part hereof.
- 3. Term. The term of this Agreement shall begin on July 1, 2025 and continue through June 30, 2030, with cost adjustments each year.
 - 4. Termination. This Agreement or any of the two categories of services provided under Section 1, items (A), (B), and (C) may be terminated by either party giving ninety (90) days advance written notice to the other party of its intention to terminate. Except as to unpaid improvement and capital expenditures previously approved by the DKA Board, the DKA will have no obligation to the KC following the termination of this Agreement.
 - 5. Miscellaneous.
 - A. Each of the parties hereto agrees and acknowledges that the agreement of services contemplated hereby may create certain issues that the parties did not foresee or fully address. Accordingly, the parties agree to cooperate in good faith to address any such issues in a manner that is fair and equitable to each party and that, to the nearest extent possible, achieves the public purposes, benefits and objectives of the parties.

- B. Indemnification. The KC agrees to indemnify, defend, and hold the DKA, its members, officers and directors harmless from and against any and all liabilities, claims, or civil or criminal penalties, including any and all fines or penalties arising from the negligent acts or omissions or willful misconduct of the KC, their employees, members, officers and directors, plus the cost and expenses incident thereto (including, without limitation, reasonable attorney fees and other costs of investigation, defense and settlement), which the DKA incurs, becomes responsible for, or pays, and arising out of or attributable to any breach or non-performance of this or any related agreement by the KC, or the violation by the KC of any federal, state, or local law, rule or regulation (including statutory or common law); or the violation by the KC of any environmental law, rule or regulation.

The DKA agrees to indemnify, defend, and hold the KC, its members, officers, employees and directors harmless from and against any and all liabilities, claims, or civil or criminal penalties, including any and all fines or penalties arising from the negligent acts or omissions or willful misconduct of the DKA, their employees, officers and directors, plus the cost and expense incident thereto (including, without limitation, reasonable attorney fees and other costs of investigation, defense and settlement), which the KC incurs, becomes responsible for, or pays and arising out of or attributable to any breach or non-performance of this or any related agreement by the DKA, or the violation by the DKA of any federal, state, or local law, rule or regulation (including statutory or common law); or the violation by the DKA of any environmental law, rule or regulation.

- C. Assignment. This Agreement is a personal service agreement, and neither party may assign its rights or responsibilities under this Agreement without the prior written consent of the other party, which may be withheld in such party's absolute and sole discretion.
- D. Notices. All written notices required under this Agreement shall be provided to the appropriate party at the address listed below or at such address provided to all parties in writing from time to time.

Mary Katherine Wormsley, Chair
Downtown Knoxville Alliance
100 S. Gay Street #109
Knoxville, TN 37902

Mike Odom
Knoxville Chamber
17 Market Square #201
Knoxville, TN 37902

- E. Governing Law; Venue; Jurisdiction. The laws of the State of Tennessee shall govern the interpretation, validity, performance and enforceability of this Agreement. The parties expressly agree that Knox County is an appropriate venue for filing actions to enforce a claim under this Agreement, and the parties further agree to submit to the jurisdiction of any state court located in Knox County, Tennessee.
- F. Headings. The headings and captions contained in this Agreement are solely for convenience and reference, and are not intended to, and do not in any way, limit construe, or modify the terms and conditions of this Agreement.
- G. Waiver. The failure of either party to exercise any of its rights under this Agreement or to enforce any of the terms or conditions in this Agreement shall not constitute or be deemed a waiver of that party's rights thereafter to enforce each and every term and condition hereof. The consent or approval by any party to or of any act by any other party requiring such approval shall not be deemed to waive or render unnecessary consent or approval of any subsequent or similar act.
- H. Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements or undertakings between the parties, oral or written, with respect to such subject matter. Except as set out in this Agreement, no agreement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless it is in writing and duly authorized and executed by the party against which such enforcement of such change, modification or termination is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, duly authorized to do so, as of the day and year first written above.

KNOXVILLE CHAMBER

By: _____

Printed Name/Title: Mike Odom/President & CEO

DOWNTOWN KNOXVILLE ALLIANCE

By: _____

Printed Name/Title: Mary Katherine Wormsley/Board Chair