



FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA

April 26, 2018

**GRANT WORKSHOP
6:30 PM**

**BEER BOARD MEETING
6:45 PM**

**BMA MEETING
7:00 PM**

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. April 12, 2018
- VI. Business Items**
 - A. Approval of Special Event Signage for the Knoxville Open Golf Tournament
 - B. Approval of Agreement from Benchmark Associates, Inc. for Survey Services at Campbell Station Inn, 101 N. Campbell Station Road.
- VII. Ordinances**
 - A. Public Hearing and Second Reading
 - 1. Ordinance 18-02, Ordinance amending the State Street Aid Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09
 - B. First Reading
 - 1. Ordinance 18-04, Ordinance to add Title 5, Municipal Finance and Taxation, by adding Chapter 1, Hotel/Motel Tax, of the Farragut Municipal Code
- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

11408 MUNICIPAL CENTER DRIVE | FARRAGUT, TN 37934 | 865.966.7057
WWW.TOWNOFFARRAGUT.ORG

It is the policy of the Town of Farragut not to discriminate on the basis of race, color, national origin, age, sex, or disability pursuant to Title VI of the civil Rights Act of 1964, Public Law 93-112 and 101-336 in its hiring, employment practices and programs. To request accommodations due to disabilities, please call 865-966-7057 in advance of the meeting.

Board of Mayor and Aldermen Meeting Public Comment Protocol

The Board of Mayor and Aldermen welcomes and invites citizens to participate in public meetings.

At the beginning of each meeting, there will be time reserved for public comment under the Citizen Forum agenda item. If you are interested in speaking, please fill out a blue comment card and turn it in to the Town Clerk or staff member. This time is set aside specifically for comments on items that are not on the Board of Mayor and Aldermen regular agenda for the meeting. Each speaker will be given five (5) minutes to speak on his/her topic.

During the regular agenda portion of the meeting there may be an allowance for public comment for each agenda item. The Mayor may recognize individuals for public comment based on the following guidelines:

1. The Mayor shall maintain and control the meeting to provide a professional and objective environment conducive to presentation and discussion of the agenda items;
2. Anyone interested in speaking should fill out a blue comment card stating which agenda item they would like to comment on and turn in to the Town Clerk or a staff member;
3. Speakers shall come to the podium and identify themselves by name and address;
4. Public comment shall be limited to five (5) minutes per individual, time may be extended at the discretion of the Mayor; time is not transferable to other speakers;
5. Speakers should strive to avoid redundancy;
6. Comments shall address issues, not individuals or personalities;
7. Comments may support or oppose particular issues or measures, but the motives of those with differing views shall not be questioned or attacked;
8. Personal attacks and malicious comments shall not be tolerated;
9. An applicant, and/or their representative(s), for an item on the regular agenda shall be afforded the time necessary to present their request and respond to questions. The five (5) minute limitation shall not apply. However, the Mayor may ask an applicant to stay on point in order to facilitate the efficiency of the meeting.



FARRAGUT BEER BOARD

April 26, 2018

6:45 PM

- I. Approval of Minutes**
 - A. April 12, 2018
- II. Beer Permit Request**
 - A. Approval of Class 6, Special Occasion Permit for Pinnacle at Turkey Creek & Boys and Girls Club Sounds of Summer Events, 11403 Parkside Drive
- III. Hearing to address Smart Serve, 800 N. Campbell Station Road, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.**

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FARRAGUT BEER BOARD

April 12, 2018

Alderman Pinchok, Chairman, called the beer board meeting to order at 6:55 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Minutes

Motion was made to approve the minutes of March 22, 2018 as presented. Moved by Alderman Williams, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Beer Permit Request

Approval of Class 6, Special Occasion Permit for Pinnacle at Turkey Creek & Young Williams Animal Center "Fido Fest", May 18, 2018

Motion was made to approve the Fido Fest special event beer permit. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ron Pinchok, Chairman

Allison Myers, Town Recorder

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REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Class 6, Special Occasion Permit for Pinnacle at Turkey Creek and Boys and Girls Club, "Sounds of Summer" events at 11403 Parkside Drive.

DISCUSSION:

The Pinnacle at Turkey Creek and Boys and Girls Club is planning the "Sounds of Summer" events and are requesting a special event beer permit. The Town's Municipal Code governing special occasion beer permits is below.

Sec. 8-212. - Special occasion beer permit.

The special occasion beer permit request shall be made on such form as the board shall prescribe and/or furnish and shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00).

- (1) The beer board is authorized to issue a special occasion beer permit to bona fide charitable or nonprofit organizations for special events.
- (2) The special occasion beer permit shall not be issued for longer than one (1) forty-eight-hour period, unless otherwise specified by the beer board, subject to the limitations on the hours, imposed by law.
- (3) The application for the special occasion beer permit shall state whether the applicant is a charitable or nonprofit organization, include documents showing evidence of the type of organization, and state the location of the premise upon which alcoholic beverages shall be served and the purpose for the request of the license.
- (4) For purposes of this section:
Bona fide charitable or nonprofit organization means any corporation or other legal entity which has been recognized as exempt from federal taxes under section 501(c) of the Internal Revenue Code.
- (5) No charitable or nonprofit organization possessing a special occasion beer permit shall purchase, for sale or distribution, beer from any source other than a licensee as provided pursuant to state law.
- (6) Failure of the special occasion permittee to abide by the conditions of the permit and all laws of the State of Tennessee and the Town of Farragut will result in a denial of a special occasion beer permit for the sale of beer for a period of two (2) years.

The Boys and Girls Club is a nonprofit organization and is requesting the permit for June 1, July 6 and August 3 from 6:00-9:00 PM.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

Motion to approve the special occasion beer permit for the Pinnacle at Turkey Creek and Boys and Girls Club, "Sounds of Summer" for June 1, July 6 and August 3 from 6:00-9:00 PM.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

APPLICATION FOR BEER PERMIT

STATE OF TENNESSEE

TOWN OF FARRAGUT

I hereby make application for a permit to sell, store, manufacture, or distribute Beer under the provisions of Tennessee Code Annotated Section 57-5-101 et seq. and base my application upon the answers to the following questions:

1. Reason for application: New Business ____ New Ownership ____ Name Change ____ Other ~~____~~
2. Type of permit requested, please circle all that apply:

Class 1 On-Premise Class 2 On-Premise, Other
Class 3 On-Premise, Hotel/Motel Class 4 On-Premise, Tavern
Class 5 Off-Premise Class 6, Special Occasion

3. Name of Applicant(s) (Owner(s) of Business) Pinnacle at Turkey Creek

4. Type of applicant (check one):
Person ____ Firm ____ Corporation ☒ Joint-Stock Company ____ Syndicate ____ Other ____
5. List all persons, firms, corporations, joint-stock companies, syndicates, or associations having at least a 5% ownership interest in the business:

6. Applicant's present home address: 11251 Parkside Dr. 37934

7. Date of Birth 7/20/85 Home Telephone Number 865 671 9782
Business Telephone Number _____ Social Security Number 244 694614

8. Representative Email Address: kbridgers@bayerpropentres.com

9. Under what name will the business operate? Pinnacle at Turkey Creek - Sounds of Summer

10. Business address 11251 Parkside Dr.
Business Telephone number 865 675 0120

11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:

kbridgers@bayerproperties.com / 865 671 9782
11251 Parkside Dr. Knoxville TN 37934

12. Information of any manager, other than the applicant:

Name: _____ Birth Date: _____

Address: _____

Phone Number: _____

13. Has any person having at least a 5% ownership interest, any of the managers, or any other employee of the business, been convicted of any violation of the beer or alcoholic beverage laws or any crime within the last ten (10) years: ☐ Yes ☒ No. If yes, give particulars of each charge, court, and date convicted.

14. Have you or your organization ever had a Beer Permit revoked, suspended, or denied in the State of Tennessee? _____ If so, specify, where, when, and why:

15. Name and address of property owner, if other than the business owner:

16. What is the name and address of the Church (or other place of worship) nearest to your business?

17. What is the name and address of the school nearest to your business?

Farragut Primary

18. Special Occasion Event Name: Sounds of Summer

Location of the special occasion event: 11251 Parkside Dr.

Event Date & Times: June 1, July 6, Aug 3 6-9pm

Representative name & phone number: Kristen Bridgers 865 671 9782

Have you received a special event permit to hold the event in the Town of Farragut? yes (in progress)

19. Tennessee Sales Tax Number: _____

20. Town of Farragut Business License Number _____

I certify that I am knowledgeable of the laws prohibiting the sale of beer to minors and that this application contains true information to the best of my knowledge and belief.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated 10-7-503.

I understand that by submitting this application, a background investigation shall be conducted and any and any and all documents related to my request shall become public records.

I understand that the applicant or representative must be present at the beer board meeting in which the permit will be discussed.

Kirsten Budgee
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 6th day of April, 2018.

Daniel R. Lineberger
Notary Public
My Commission Expires: March 3, 2019



Notice: A non-refundable \$250 fee must accompany this application. Any applicant making false statement in this application shall forfeit his/her permit and shall not be eligible to receive any permit for a period of ten years.

A privilege tax of \$100 is imposed on the business of selling, distributing, storing or manufacturing beer in this state effective January 1, 1994 and each successive January 1. Any holder of a beer permit issued after January 1, 1994 shall pay a pro rata portion of this annual tax when the permit is issued.

FOR OFFICE USE ONLY	
Application is hereby: Approved _____	Denied _____
On this date: _____, 20__	
_____ Beer Board Chairman	_____ Town Recorder

REPORT TO THE BEER BOARD

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Hearing to address Smart Serve, 800 N. Campbell Station Road, beer permit violation(s) of Town of Farragut Code of Ordinances § 8-201 et seq.

INTRODUCTION:

The purpose of this agenda item is to address the Smart Serve, 800 N. Campbell Station Road, violation(s) of the Town of Farragut Code of Ordinance §8-201 et seq.

DISCUSSION:

The Knox County Sheriff's Department performed a beer sting on various businesses within the Town of Farragut on March 15, 2018. During the operation, an employee of Smart Serve sold alcohol to a minor. A copy of the Knox County Citation is attached.

The Farragut Beer Board, per section 8-221, has the power to revoke or suspend Smart Serve's beer permit or per section 8-223, can offer a civil penalty as an alternative to revocation or suspension. With respect to such permittee, the beer board may, at the time it imposes a revocation or suspension, offer the permittee the alternative of paying a civil penalty not to exceed \$2,500 for each offense of making or permitting to be made any sales to minors. The permit holder shall have seven (7) days within which to pay the civil penalty before the revocation or suspension shall be imposed. If the civil penalty is not received within seven (7) days the revocation or suspension shall begin eight (8) days after the beer board hearing. If the civil penalty is paid within that time, the revocation or suspension shall be deemed withdrawn. Payment of the civil penalty in lieu of revocation or suspension by a permit holder shall be an admission by the holder of the violation so charged and shall be paid to the exclusion of any other penalty that the town may impose.

RECOMMENDATION BY:

Allison Myers, Town Recorder, for approval.

PROPOSED MOTION:

1. Motion to find Smart Serve guilty OR not guilty of the violation of selling beer to a minor.

If found guilty:

2. Motion to give a penalty of _____ for violation for selling beer to a minor at Smart Serve.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>WILLIAMS</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

BEER BOARD HEARING PROCEDURES FOR VIOLATIONS

- 1) Chairman asks staff to introduce the Agenda item
 - a. Staff will explain charges and the basis for the hearing
- 2) Town Clerk swears in all witnesses
 - a. Anyone expected to give testimony will be sworn in
- 3) Opening Statements
 - a. Town's Opening Statement
 - b. Permit Holders Opening Statement
- 4) Permit Holder is asked to enter a Plea
 - a. If plea is guilty, hearing will move to step 10 below
- 5) Town presets its case
 - a. Town presents its proof
 - b. Permit holder's cross examination
 - c. Questions of witnesses by the Beer Board as to facts relative to the instant case
 - d. Town's proof closes
- 6) Permit Holder Presents Case
 - a. Permit Holder's Proof
 - b. Town's cross examination
 - c. Questions of witnesses by the Beer Board
 - d. Permit holder's proof closed
- 7) Town's Rebuttal (if any)
 - a. Town's rebuttal proof
 - b. Permit holders cross examination of rebuttal witnesses
 - c. Questions of witnesses by the Beer Board
 - d. Town's proof closed
- 8) Final Arguments of Parties
 - a. Town's closing statement
 - b. Permit Holder's closing statement
 - c. Town's rebuttal/final argument
- 9) Deliberations of the Beer Board as to Guilt or Innocence
 - a. Motion and vote on whether permit holder is found innocent or guilty of a violation
- 10) Punishment Phase (if found guilty)
 - a. Town staff restates circumstances and penalty provisions provided for the Beer Ordinance
 - b. Permit holder's mitigation
 - c. Board deliberates among themselves
 - d. Board motion and vote on penalty

TOWN OF FARRAGUT, TENNESSEE)
BEER BOARD,)
v.)
PETER PATEL, MANAGER)

NOTICE OF HEARING

**TO: Smart Serve 6
c/o Peter Patel, Manager
800 N. Campbell Station Road
Farragut, TN 37932**

You are hereby commanded to appear before the Town of Farragut, Tennessee Beer Board on Thursday, April 26, 2018 at 6:45 P.M. at the Town of Farragut Town Hall located at 11408 Municipal Center Drive, Farragut, Tennessee.

At that place and time, a hearing will take place to address your violation(s) of Town of Farragut Code of Ordinances § 8-201 *et seq.* Specifically, on or about March 15, 2018 an employee of your business was cited for selling alcohol to a minor in violation of Tenn. Code Ann. § 57-4-203(b) and Farragut Code § 8-220(6). A copy of the citation evidencing this violation is attached as Exhibit A to this Notice. The Town of Farragut, Tennessee Beer Board shall at that time review the facts of this matter and determine what penalty, if any, is appropriate under the circumstances including, but not limited, revocation or suspension of your beer permit, Permit No. 0251, as provided by Town of Farragut Code of Ordinances § 8-223 and/or levying a civil penalty as provided by Town of Farragut Code of Ordinances § 8-224.

This 11th day of April, 2018.



Thomas M. Hale, Esq.
Attorney, Town of Farragut
Kramer Rayson LLP
P.O. Box 629
Knoxville, TN 37901
(865) 525-5134

* MISD LITE *

No. KCO- 02891

REPORT # 1803151246

STATE OF TENNESSEE T.C.A. CITATION

KNOX COUNTY ORDINANCE CITATION

COMPLAINT - AFFIDAVIT

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

VIOLATOR	NAME (FIRST)	ALMED	(MIDDLE)	ABDULLA	(LAST)	PABANI	DATE OF BIRTH	MO. 4	DAY 22	YR. 87	RACE	I	SEX	M
	ADDRESS	111 LAVETTON LN #254					TN RESIDENT?	☒ YES ☐ NO		SEAT BELT?		☐ YES ☐ NO		
	CITY	KNOXVILLE				STATE	TN	ZIP CODE	37923		SOCIAL SECURITY NUMBER			
	DRIVER LICENSE NUMBER	N/A		1026828361	CLASS/TYPE LICENSE	INTERNATIONAL		STATE			EXPIRATION DATE	MO. 8 DAY 21 YR. 18		
	PLACE OF EMPLOYMENT	SMART SERVE 800 N. CAMPBELL STATION RD. FARRAGUT, TN 37932												

VEHICLE	☐ OWNED ☐ LEASED	NAME	ADDRESS				
	☐ CARRIER						
	DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:						
MAKE	MODEL	YEAR	COLOR	LICENSE PLATE NUMBER	STATE	YEAR	
LOCALE	UPON STREET/HIGHWAY	S.R.#	TRAVEL DIR.	M.M.#	CITY/COUNTY	HIGHWAY TYPE	AREA
	800 N. CAMPBELL STATION RD		ON OS OE OW		KNOX	☐ 3-L ☐ 4-L ☐ DIV. ☐ I-RO	☐ BUSINESS ☐ SCHOOL ☐ RES. ☐ RURAL

AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

VIOLATION	☐ SPEEDING	MPH IN	SPEED LIMIT	☐ ZONE	☐ PACING	☐ RADAR	☐ TRAFFIC CONTROL DEVICE
	☐ RECKLESS DRIVING	☐ IMPROPER PASSING	☐ FOLLOWING TOO CLOSELY	☐ PASSING SCHOOL BUS			
	☐ EQUIPMENT VIOLATION-MOTORCYCLE	☐ EQUIPMENT VIOLATION-AUTOMOBILE	☐ CHILD RESTRAINT	☐ WINDOW TINT			
	☐ HANDICAPPED PARKING	☐ VIOLATION OF NOISE ORDINANCE					
	OTHER: SALE OF ALCOHOL TO MINOR						
T.C.A. 57-4-203				ORDINANCE:			

ON MARCH 15, 2018, THE ABOVE DEFENDANT DID SALE A 16OZ BUD LIGHT BEER TO A MINOR UNDER 21 YEARS OF AGE AT SMART SERVE 800 N. CAMPBELL STATION RD. THIS OCCURRED IN KNOX CO, TN.

BOOKING DATE MARCH 29, 2018 130 AM CITY/COUNTY BLD MAIN LEVEL

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO THE LAW.

THIS 15TH DAY OF MARCH 20 18 TIME 1545 PM AM PM DET RIDDLE 1563 RANK OFFICER NAME (PRINT) BADGE/ID NO.

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20 _____

SIGNATURE OF OFFICER JUDGE/CLERK

COURT IN THE 1ST GENERAL SESSIONS COURT OF KNOX COUNTY, KNOXVILLE, TN
2ND JUVENILE COURT
ON THUR THE 29TH DAY OF MARCH 20 18 TIME 0750

☐ KNOX COUNTY ORDINANCE CITATION
I UNDERSTAND THE ABOVE CITATION, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

☒ STATE OF TENNESSEE T.C.A. CITATION
NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A \$50 FINE. I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

VIOLATOR'S SIGNATURE A. Pabani DATE 3/15/18



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
MINUTES**

April 12, 2018

BUDGET WORKSHOP

**Equipment Fund, State Street Aid, Capital Investment Program,
Insurance Fund
Grant Workshop
5:30 PM**

BEER BOARD MEETING

6:55 PM

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. March 22, 2018
- VI. Business Items**
 - A. Approval of Professional Services 3-Year Contract with Ingram, Overholt and Bean for Auditing Services
 - B. Approval of Appointment to the Economic Development Advisory Committee
 - C. Approval of Re-Appointments to the Museum Committee
- VII. Ordinances**
 - A. First Reading
 - 1. Ordinance 18-02, Ordinance amending the State Street Aid Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09

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- VIII. Town Administrator's Report**
- IX. Town Attorney's Report**

Mayor McGill called the meeting to order at 7:00 PM. Members present were Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams.

Approval of Agenda

Motion was made to approve the agenda as presented. Moved by Alderman Povlin, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Mayor's Report

Mayor McGill announced that Vice-Mayor Pinchok would be conducting the meeting.

Approval of Minutes

Motion was made to approve the minutes of March 22, 2018 as presented. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Business Items

Approval of Professional Services 3-Year Contract with Ingram, Overholt and Bean for Auditing Services

Motion was made to approve a 3-year Contract with Ingram, Overholt and Bean for Auditing Services for FY18 \$14,995, FY19 \$15,750 and FY20 \$16,500. Moved by Alderman Povlin, seconded by Alderman Williams.

A substitute motion was made to approve a one-year contract with Ingram, Overholt and Bean. Moved by Alderman Markli, seconded by Mayor McGill; voting yes, Alderman Markli; voting no, Mayor McGill, Aldermen Pinchok, Povlin and Williams; motion failed.

Voting on the original motion for the three-year contract. Voting yes, Mayor McGill, Aldermen Pinchok, Povlin and Williams; voting no, Alderman Markli; motion passed.

Approval of Appointment to the Economic Development Advisory Committee

Motion was made to appoint Lauri Figueroa to an unexpired term ending June 2019 on the Economic Development Advisory Committee. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Approval of Re-Appointments to the Museum Committee

Motion was made to reappoint Libbie Haynes and Doris Henning to the Farragut Museum Committee. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Ordinances

First Reading

Ordinance 18-02, Ordinance amending the State Street Aid Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09

Motion was made to approve Ordinance 18-02 on first reading. Moved by Alderman Povlin, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok, Povlin and Williams; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, reported that the ribbon cutting for the new facilities at Mayor Bob Leonard Park would be Thursday, April 5. He also thanked the board for the opportunity to attend the Tennessee City Managers Association conference.

Meeting adjourned at 7:20 PM.

Ron Pinchok, Vice-Mayor

Allison Myers, Town Recorder

AGENDA NUMBER V1.A.

MEETING DATE April 26, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder

SUBJECT: Approval of Special Event Signage for the Knoxville Open Golf Tournament

INTRODUCTION:

The Knoxville Open has submitted a Special Events Permit application requesting permission to place directional signage in Farragut during the golf tournament.

BACKGROUND:

Over the past few years the Knoxville Golf Tournament has requested and been granted permission to place directional signs in the Town's right-of-ways.

DISCUSSION:

The requested placement of the directional signs is illustrated in the following attachment. The signs will be erected Saturday May 5, 2018 and removed by the close of business Monday May 14, 2018. As requested, no directional sign will be closer than 200 feet to an intersection.

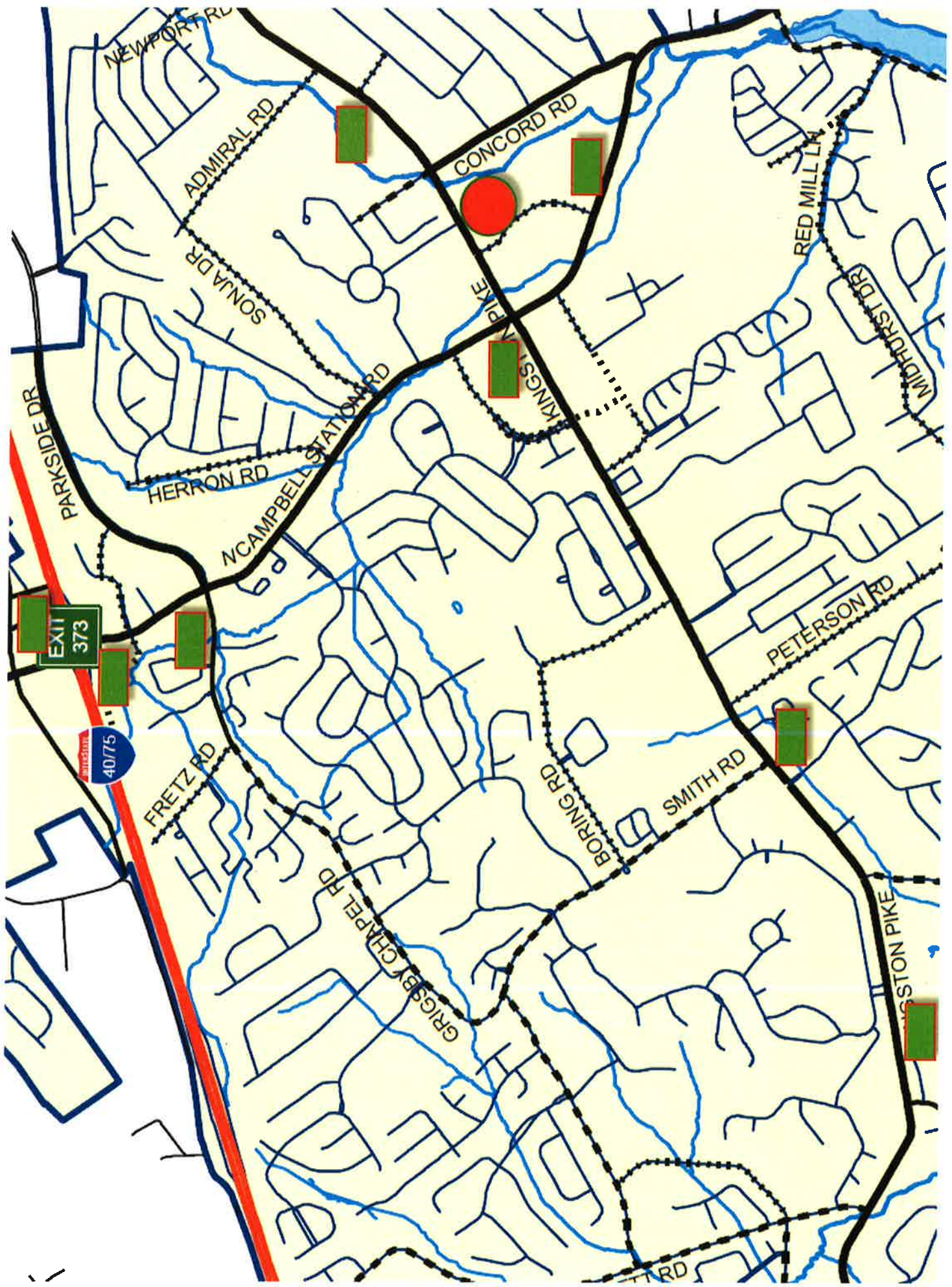
PROPOSED MOTION:

Approval of proposed placement of direction signage within the Town of Farragut's right-of-way for the Knoxville Open Golf Tournament.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>WILLIAMS</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



NEWPORT RD

ADMIRAL RD

CONCORD RD

RED MILL LN

MIDHURST DR

PARKSIDE DR

SONJA DR

HERRON RD

NCAMPBELL STATION RD

KINGSMEN PIKE

PETERSON RD

EXIT 373

40/75

FRETZ RD

BORING RD

SMITH RD

GRIGBY CHAPEL RD

BOSTON PIKE



Town of Farragut Event Application

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Farragut will not discriminate against qualified individuals on the basis of disability in its services, programs, or activities. If ADA accommodations are needed for this meeting, please contact the ADA Coordinator, Janet Curry, 24 hours prior to the meeting. Contact information: jcurry@townoffarragut.org or 865.966.7057 or in person at Town Hall.

***Instructions: Please review all forms in this application package and submit a complete application to:**

The Town of Farragut: (865) 966-7057 Fax: (865) 671-2096

Email: events@townoffarragut.org

*If **only a temporary sign permit** is needed, please complete the **Temporary Sign Permit application** found on the Town of Farragut website. This application is not valid for temporary sign permits that do not accompany an event held within the Town of Farragut.

Event applications will be reviewed by the Town of Farragut's Event Committee

- Event Meetings are held on the first Monday of each month at 2:00 p.m. at the Board Room of the Farragut Town Hall. Attendance is required for most events.
- There is a non-refundable permit fee of \$25. Other fees may apply for additional required permits (e.g. food truck vendors, tents, etc.).
- Event forms must be submitted to the Community Development Department as follows:
Events requiring use of public infrastructure (greenways, roads, closures, etc.) and/or are requesting a beer, liquor or wine permit must file at least 180 days prior to the event but not more than 365 days prior to the event. Events held on public property and are not requesting a beer, liquor or wine permit must file at least 60 days in advance and prior to the event committee meeting the month preceding the event. Applicants requesting only sidewalk sales or tent sales are required to file at least 10 days prior to their event in order to obtain all necessary permits and have questions answered by staff.
- Events that involve mobile vending shall meet fire suppression standards outlined by the Town of Farragut. Contact the Farragut Fire Marshal for more information.
- Prior to advertising and accepting registration entries for the event, all applicable town approvals shall be obtained.

Organization Information

Type of Organization: ☐ Neighborhood ☒ Non-Profit ☐ Government ☐ Corporation (Commercial/Office)

☐ Church and/or other place of worship ☐ School

☐ Other (please specify): _____

Name of Organization: Boy's and Girl's Clubs of TN Valley / Knoxville open

Organization Address: 967 Irwin St

City/State: Knoxville, TN Zip Code: 37917

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stannorris@pgatourhg.com

Town of Farragut Event Application

Primary Contact: Stan Norris Address: 10646 Dutchman Rd.
City/State: Knoxville, TN Zip Code: 37932
Work Number: 931-698-5740 Cell Number: 931-698-5740 Email: stannorris@pgatourhg.com

Is your organization /business authorized to do business in Tennessee? Yes ☒ No ☐

Tax ID (If applicable): _____ Farragut Business License _____

Event Information

Event Name: Knoxville Open Event Date (s): 5/7/18 - 5/13/18
Event Address: 12284 N. Fox Den Drive Time of Event (start to finish): 6:30 a.m. - 8 p.m.
Owner of Event Property: F.D.C.C. Phone: 865-966-9771

Set-Up and Teardown Information:

Date: 4/30/18 - 5/6/18 Time of Set-Up: 8 a.m. Daily
Date: 5/14/18 - 5/18/18 Time of Teardown: 8 a.m. Daily

Type of Event: (Check all that apply)

☒ Community Event – A Town sponsored or co-sponsored event that benefits and/or promotes the community.

☐ Special Event – An event held on public or private property that is **not** sponsored by the Town. Such an event is distinguished from a temporary sign permit by the inclusion of event-related amenities such as tent(s), vendor(s), display(s), pavilion(s), any outdoor activity, etc. Applicants shall be limited to a maximum of four events annually, this includes Temporary Sign Permits.

*If **only a temporary permit** is needed, please complete the **Temporary Sign Permit application** found on the Town of Farragut website. This application is not valid for temporary sign permits not accompanying an event.

*If requesting **park use at Founders Park** at Campbell Station, please complete the Special Event Application – Founders Park at Campbell Station on the Town of Farragut website.

Check the Organization type below.

- ☒ Non-Profit ☐ Corporation (Commercial/Office)
☐ School ☐ Church and/or other Place of Worship
☐ Other (please specify): _____

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Town of Farragut Event Application

Will your organization have a marketing/publishing plan? ☒ Yes ☐ No

If yes, then briefly describe your plan.

T.V. , print to reach out to spectators and volunteers

Hold Harmless

All authorized events occurring within the Town limits shall be individually and severally responsible to the Town for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the event representative/organizer's negligence or that of its agents and employees. All event organizers/representatives hereby agree to indemnify and save the Town, its officers, employees, and agents harmless from any loss, cost, damages and other expenses, including attorney's fees, suffered or incurred by the Town by reason of the event representative/organizers negligence or that of its agents and employees; provided that the event representative/organizer shall not be responsible nor required to indemnify the Town for negligence of the Town, its officers, employees, or agents. Furthermore, I fully understand and agree to comply with the terms and conditions as stated in this application. All information provided in this application is correct and accurate to the best of my knowledge.

Signature: *[Signature]*

Date: 4/17/18

Event Checklist (listed in alphabetical order)				
Will you have:	Yes	No	If yes, how many?	If yes, complete the event checklist below
Amplification	☒		only at 18 green	
Animal(s)		☒		
Carnival games		☒		
Carnival rides		☒		
Cleanup	☒		turn, cleanup grounds	
Entertainment/Music		☒		
Emergency Services/First Aid	☒		Busel Metro on site	
Entertainment/Music		☒		
Food Vendors	☒		all concessions through FDCU	
Inflatables		☒		
Merchandise Vendors	☒		vendors as vendor van	
Movies		☒		
Parade		☒		
Portable Restrooms	☒		29 portables, 1 water trailer	
Power and Lighting	☒		8 generators on site	

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Town of Farragut Event Application

☐ Grand Opening (for a sign only, complete the Temporary Sign Permit application)

☐ Parade Request

☐ Carnival

☒ Outdoor/Seasonal Event (must include a site plan)

☐ Race (Includes Closure or Delay of Public Streets and/or Greenways)

Race Events:

- There shall be no markings placed on any street, sidewalk, greenway or pedestrian facility.
- Race events shall submit the finalized route and directional signage plan(s) with this application.
- Applicant shall pay a deposit of \$500.00 for race events that utilize public infrastructure, which is refundable if no damage to the public infrastructure.

☐ Other (Please Specify) _____

Description of Event: Web.com Tour Professional golf tournament

Purpose of Event: Bring professional golf to community, give sponsor business + business attraction, raise money for charity

First Time Event: ☐ Yes ☒ No

If no, then please describe past events. 29th year 20th at FDCC

What is your estimated attendance for event? 18,000 - 23,000 throughout the week

Will your organization charge admission? ☒ Yes ☐ No

Will your organization accept donations? ☒ Yes ☐ No

Will your event be open to public? ☒ Yes ☐ No

Outline your plans for trash removal including the date and hour that will be removed from the event site:

Trash is placed in 30 yard and 20 yard roll-offs that will be hauled away multiple times throughout the week



Town of Farragut Event Application

Public Outreach	X	X	Tv, newspaper	
Security	X		Knox Co. Sheriff	
Signage	X			
Staff	X		300 volunteers/staff	
Tent(s)	X		30	
Traffic Control	X		Knox Co. Sheriff	
Volunteers	X		300	
Water	X		once provides bottled water	
Mobile Vending		X		

Event Checklist Description:

Please answer all questions as applicable and add any other pertinent information.

Amplification (Sound or Speaker System):

Describe type of system; what hours will you be using the amplification system.

Sunday 5/13 10:30 - 5:00 p.m. one speaker with hand held mic

Animals:

List what animals you plan to have at the event; how you will secure the area that the animals are contained; number and qualifications of staff and/or volunteers that will be in charge of the animal; describe your animal waste removal plan.

N/A

Carnival Games:

Describe type of games (dunking booth, etc.).

N/A

Carnival Rides:

Describe each type of ride and rental source.

N/A

Cleanup:

Explain your plan for cleanup

Volunteers begin helping 5/14 - 5/16

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Town of Farragut Event Application

Emergency Services

Explain your emergency services plan; types of services available

Rural Metro 5/7-5/13. work on grounds 7:30 a.m. to dark

Entertainment:

Describe type (e.g. band, DJ, etc.) and list number of groups. What times during the event will there be live entertainment.

N/A

Food:

List the types of food and/or drink that will be served and/or sold at your event; how many food vendors or areas you plan on having; if food is going to be prepared on site and if so, what type of fuel will be used for the preparation; how you will dispose of grease and other environmentally sensitive by-products; are the food vendors going to be located under a tent and if so, what size of tent.

FDCCL Public Concessions

Calhoun's serving private skybox and hospitality area at 18 green

BQ Kahuna Kings catering at 16th hole hosp. area

Inflatables (Bounce House, Slide, Etc.):

Provide number of structures. Provide general description including target age group and approximate dimensions (include height also) of structure.

N/A

Parade

What is the estimate of the number of parade entries; what type of entries will be involved; describe plan for end of parade (participant drop-off, etc.); describe method of assembly for entries.

N/A

Power & Lighting:

Describe your source of power (generators, temporary pole/meter center, extension cords, etc.); if your event is in the evening or at night, how will you provide lighting to the event area (including parking).

2 150kw gen.
During Daylight hours 5 20kw gen.
Light towers 5:30 a.m. - 7:00 a.m.



Town of Farragut Event Application

Public Outreach:

Describe your public outreach plan

TV, news paper ads

Seasonal/Outdoor

Describe your site plan and provide documentation that you are permitted to use the site for your event.

Security

Describe your security plan (officer, security guards, etc.) for during the event and during setup (e.g. overnight).

Knox Co. Sheriff Dept monitors, clubhouse entrances, front gate, skyboxes

Signage

Describe general location and type of signage both external and internal to the event.

Directional signs placed within town
Approx 80 signs on property

Tent(s)

How many, location, and size

30 tents and platform structures. Placed by all occasions party rentals

Traffic Control:

Describe your traffic control plan

Knox. County Sheriff Dept

Water:

Describe your source of water and what water will be used for.

Bottle water provided by Coke and sold to patrons
more as needed



Town of Farragut Event Application

Permit Checklist (listed in alphabetical order)			
Will You Have:	Yes	No	If yes, complete application
Alcohol/Wine	X		State of Tennessee Special Occasion Alcohol/Wine License
Beer	X		TOF Beer Permit or Provide Copy of Current TOF Beer Permit
Public Road/Greenway Closure (Parade, Race, Etc.)		X	Provide Parade or Race Plan
Tents or Air Inflated Structure	X		TOF Tent Permit

Signage Requirements:

*Parameters Applicable to Signage for Commercial/Office/Schools/Non-Profit/Church/Other Place of Worship

Sign

- Only one sign is permitted and it shall not exceed six feet in overall height and 16 square feet for churches and schools and 20 square feet in overall size for non-profit, commercial, businesses. A white background is required.
- The only material permitted for a special even sign is a minimum 10 millimeter thick corrugated plastic. No banners, streamers, balloons, flags on a rope, and/or other types of wind activated signs and/or portable or sandwich board signs are permitted
- If a sign is ground mounted, the sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. Please coordinate location with Town staff. Sign posts shall be removed completely at the end of the special event
- A drawing of the sign which shows dimensions, letter sizes, and appearance is required (at least 15% of the sign face shall include the Shop Farragut logo and the sign shall also include the entity's name)

Site:

- If the event involves anything exterior to the applicant's space (no sales from trucks are permitted), please include a site plan which demonstrates that vehicular and pedestrian circulation will not be affected by the proposed event. No event is permitted on vacant or vacated property. On-site entities must sponsor any off-site not-for-profit or non-profit event. If a tent is involved, please include dimensions and proposed location. A separate tent permit may be required from the Fire Marshal.

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Town of Farragut Event Application

- By submitting this form, you are acknowledging that all information included with this application is accurate and that you have read, understand, and will follow all parameters/conditions listed on this application.

***Parameters Related to Grand Opening**

- Business must have Certificate of Occupancy or approved Re-Occupancy per Code/Fire Inspector
- Applicant shall pay a deposit to use Town's "Grand Opening" sign (refundable if no damage)
- Approximately 15% of the "Grand Opening" sign can be used to personalize with users information (must stay within perimeter of sign)
- If a sign is ground mounted, the sign shall be firmly affixed to studded T-posts (town provides) so that it is not wind activated. Such sign shall be set back, in its entirety, at least 20 feet from the street edge of the nearest public street pavement and 10 feet from all entrance driveways. The maximum sign height shall be six (6) feet. Please coordinate location with Town staff.
- One "Grand Opening" sign per street on which the lot, parcel or tract fronts. When more than one "Grand Opening" sign is allowed, they shall be a minimum of 150 feet apart
- The business is also allowed to use a 20 sq. ft. "Special Event" sign along with the "Grand Opening" sign that could be used for future "Special Events". The "Special Events" sign shall comply with all "Special Event" sign requirements.
- Twenty (20) day maximum for posting sign (deposit and one Special Event will be forfeited for exceeding time frame) The T-posts and "Grand Opening" sign shall be returned to the Town Hall.

Supplemental Information:

A sketch plan of your event must be included with this application. Please include: vehicular and pedestrian circulation, staging areas, locations of tents, entertainment stages, portable restrooms, dumpsters, fencing, food and beverage booths, and all sponsor or vendor booths. Also indicate where streets will be blocked and what will be used to block the streets. **This application will not be processed without a completed site map.**

Applicants must provide the Town with an original copy of their insurance certificate of general liability insurance naming the "*Town of Farragut, its employees, and agents*" as additionally insured. This policy must have a minimum coverage of one million dollars (\$1,000,000.00). If it is determined that security is required for your event, certified, uniformed Knox County Sheriff's Deputies must be hired to provide this service. Applicants hiring off duty sheriff's Deputies must include the Knox County Sheriff's Office as additionally insured.

Applicants must abide by all Rural Metro Fire & Rescue rules and regulations. This information can be obtained by contacting the Fire Marshall at Town Hall (865 966-7057).

Applicants requesting to serve alcohol at their event must submit an application to the Farragut Beer Board. This can be done by contacting the Town Administrative Office at 865 966-7057, not less than sixty (60) days prior to the proposed event.

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Town of Farragut Event Application

A clean up/damage deposit in the form of a check or money order in the amount determined by the Town must be submitted upon approval of this application if applicable. This deposit will be returned upon inspection of the event site at the conclusion of your event.

With this signature, I acknowledge that all information with this application is accurate and that I have read and understand, and will follow all parameters/conditions listed on this application.

SIGNATURE OF APPLICANT: Stan Norris

PRINTED NAME OF APPLICANT: Stan Norris

Office Use Only

_____ Event staff approval

_____ Insurance Certificate

_____ BMA approval

_____ Deposit

_____ Fire Marshal/tent permit

_____ Application fee

_____ Beer/Alcohol permit

_____ Site and or course map

Knoxville Open Tent List/Wristbands

1. Skybox (all open air boxes tiered and don't forget about the rails to divide the boxes)
 - a. KNS 20X20 open air tent
 - b. Merrill Lynch 40X26 Open Air box
 - c. UBS(1/2)/Covenant (1/2) 20X26 open air box
2. Vendor Booths
 - a. Pinnacle Turkey Creek
 - b. WVLT
 - c. Salsaritas (Friday only)
3. Hospitality Areas
 - a. Copper Cellar 19th Hole Floor is 32X76 and tent is 30X60 open air
 - b. Big Kahuna Wing Shack at Corona Cabana floor is 40 X 48 and tent 30 X 45 (also, I want to use white fence on front of fence set-up and bike gate for the sides)
4. Operations
 - a. Volunteer tent
 - b. Scoring Central (Donnie)
 - c. Scoring Tent (18)
 - d. Starter Tent (1)
 - e. Starter Tent (10)
 - f. Driving Range
 - g. Pro-Am Food Tent #4
 - h. Pro-Am Food/Drink Tent #16
 - i. Construction (Sonny)
 - j. WIT (Phil in upper lot)
 - k. 12X12 for cooking at 16
5. Wristbands
 - a. We will talk about this one
6. Kid's Clinic
 - a. 3 – 10 X 10 tents
 - b. 6 Tables
 - c. 6 Chairs
 - d. Skirts and Table covers

*Tables

*Chairs

*Disposable Table Covers

*Linens and Skirts

*Refrigerated Trailer for Calhoun's

*Whiter Fence

*Bike Fence

-WEATHER-

Inclement Weather Policy for Spectators



Major weather events may result in the cancellation of the tournament. The tournament will be postponed if the weather is not suitable for play. The tournament will be postponed if the weather is not suitable for play. The tournament will be postponed if the weather is not suitable for play.

Avoid the following:

- Thunder
- Hail
- High winds
- Heavy rain
- Golf carts
- Wet grass



KNOXVILLE OPEN

- LEGEND**
- Main Map Location
 - Tournament Headquarters
 - Ticket and Will Call
 - Public Parking (13,254 Kingston Place)
 - Security
 - Bus Drop-off/Pick-up
 - Information
 - First Aid
 - Volunteer Check-In
 - Multiple View Opportunities
 - Concession Stand
 - Public Observation Stand
 - Scoreboard
 - Restroom
 - Viewing for the Physically Impaired
 - News Sentinel Skybox (special pass req'd)
 - Skybox (special pass req'd)
 - Copper Cellar 19th Hole
 - Corona Cabana (presented by Big Kahuna Wings)
 - Lost and Found



AGENDA NUMBER V1.B.

MEETING DATE April 26, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Darryl W. Smith, PE

SUBJECT: Approval of Agreement from Benchmark Associates, Inc. for Survey Services at Campbell Station Inn, 101 N. Campbell Station Road.

INTRODUCTION: The purpose of this item is the approval of an agreement with Benchmark Associates, Inc. for survey work at the site of the Campbell Station Inn (Russell House), 101 N. Campbell Station Road.

BACKGROUND: The Town is currently contracting for stabilization of the Campbell Station Inn at the intersection of Kingston Pike and Campbell Station Road. The next phase of improvements (Phase 3) will include construction of a small park, a parking lot, restroom facility and perimeter streets connecting through the property to the Village Greene shopping center, owned by White Realty. The Board recently approved an agreement with Brewer Ingram Fuller Architects, Inc. for design services, and survey services for this phase are to be completed under separate agreement (see attached). This agreement was originally approved by staff, as the total fees were less than \$10,000. However, we have determined that the original scope of services (Attachment A) did not include all work required for the full design. Benchmark Associates has provided an amended scope and fee (see last page of the attached document). The full scope of work now includes final platting of the parcels, identification of utility easements, and topographic survey of all areas necessary for full design. Total fee for this work is \$10,750.

FINANCIAL SECTION: 310-46230-925

Project: Campbell Station Inn Phase 3 – Park and Roads

<u>Project Budget</u>	<u>Requested Amount</u>	<u>Contracted Amount</u>	<u>Remaining Amount</u>
\$2,000,000	\$10,750	\$161,000	\$1,828,250

Approved By: A. Myers

RECOMMENDATION BY: Darryl Smith, Town Engineer, for approval.

PROPOSED MOTION: Approval of agreement with Benchmark Associates, Inc. for survey services at the site of the Campbell Station Inn, with total fee of \$10,750.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>WILLIAMS</u>	<u>POVLIN</u>	<u>MARKLI</u>	<u>PINCHOK</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

TOWN OF FARRAGUT

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** ("Client") and **Benchmark Associates, Inc.** ("Contractor") for professional services for the assignment described as follows:

Project: Campbell Station Inn

Location: Northwest Quadrant of Kingston Pike and Campbell Station Road

Description of Project: Final Platting, Easement Exhibit Documents and Topographic Survey Support Services

1. **Professional Services.** Contractor agrees to perform the following Basic Services under this Agreement:

See **Attachment A** to this Agreement for a description of Basic Services.

2. **Compensation.** Client shall compensate Contractor for the Basic Services as follows: A lump sum fee of \$9,250.00, including reimbursable expenses. In addition, Client shall pay Contractor for additional services that may be requested by the Client beyond the Basic Services in accordance with the hourly rate schedule attached as **Attachment B** to this Agreement.

3. **Schedule.** Contractor shall begin work upon notification of approval of this Agreement by the Town Administrator and shall complete the work by submitting the final deliverables on or before that as represented within Attachment A. The schedule for the various meetings and presentations as outlined in the Basic Services shall be agreed upon by the Client and Contractor before beginning work.

4. **Invoicing and Payments.** Invoices or payment requests shall be submitted to the Client no more than monthly and shall include such information, documentation or data as the Town Administrator may require including, but not limited to, the amount and breakdown of the payment requested, the period covered by the request, and the work performed during the period covered by the payment request. After review, the Town Administrator will indicate his approval of the payment request, or shall explain to Contractor, in writing, his reasons for not approving any portion or all of the request, and authorize payment of the amount approved. In the event the Town Administrator does not approve any portion of a payment request, and has communicated the reasons to Contractor, Contractor will then take the necessary action to satisfy the reasons for non-approval and resubmit the payment request. Client shall endeavor to remit payment of payment requests or portions thereof which are approved by the Town Administrator within thirty (30) days of receipt by Client. From time to time approval of a payment request may require action by the Board of Mayor and Aldermen which meets on the second and fourth Thursday of most months.

5. **Time.** Contractor will perform its services in a timely manner commensurate with the exercise of due professional care which it acknowledges can be done consistent with the schedule provided for in Paragraph 3. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond Contractor's control. If such delay or suspension extends more than six (6) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Town Administrator before Client is bound.

6. **Suspension of Services.** If Client fails to pay any invoice when due or otherwise is in material breach of this Agreement, Contractor may, at its sole discretion, suspend performance of services upon five (5) days' written notice to Client. Contractor shall have no liability to Client and Client agrees to make no claim for any delay or damage as a result of such suspension, unless (i) the Town Administrator has refused to approve payment, (ii) his reasons are justified pursuant to this Agreement, and (iii) Contractor has failed to satisfy the reasons as required by Paragraph 4 hereof. Upon cure of the cause of a justified suspension, Contractor shall resume services within a reasonable time, and there shall be equitable adjustments of the project schedule and fees to reflect the effects of such suspension, if such adjustments are deemed reasonable and appropriate by the parties.

7. **Standard of Care.** Notwithstanding any other provision of this Agreement or any other document describing the services produced by Client, Contractor shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. Beyond the foregoing and unless otherwise provided herein or in other documents produced, generated or provided by Contractor, no warranty, expressed or implied, is made or intended by Contractor. The parties further agree that Contractor is not a fiduciary of Client.

8. **Termination.** The obligation to provide further services under this Agreement may be terminated with or without cause by either party upon ten (10) days' written notice to the other party. On termination by either Client or Contractor, Client shall pay Contractor all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred) as Contractor's sole and exclusive remedy, subject to any setoffs to which the Client is entitled as a result of Contractor's failure to perform as required by this Agreement.

9. **Reuse of Documents.** All documents, including drawings, specifications, and reports, prepared by Contractor pursuant to this Agreement are instruments of professional service and shall become the property of the Client. They are not intended or represented to be suitable for reuse by Client or others for additions or modifications of the Project or on any other project. Any reuse without written consent, verification or adaption by Contractor for the specific purposes intended shall be at Client's sole risk and without liability or legal exposure to Contractor. Any such verification and adaption will entitle Contractor to further compensation at rates to be agreed upon by Client and Contractor.

10. **Access to the Site/Jobsite Safety.** Unless otherwise stated, Contractor will have access to the site for activities necessary for the performance of its services. Client agrees that Contractor shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the

contractors. Contractor further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

11. **Insurance.** Prior to any access to the Project site, Contractor shall deliver to Client a certificate of insurance evidencing general liability coverage with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location of the Project in this Agreement or be no less than \$2,000,000. In addition, Contractor shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect itself from claims of professional negligence arising from the performance of services under this Agreement. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes Client, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the Client, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12. **Risk Allocation.** In recognition of the relative risks, rewards, and benefits of the Project to both Client and Contractor, to the fullest extent permitted by law, the parties agree to allocate the risks such that Contractor's total liability to Client for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of Contractor's services under this Agreement from any cause or causes shall not exceed the amount of Contractor's fee, or One Hundred Thousand Dollars (\$100,000), or the amount of insurance coverage Contractor has, or is required to have, covering the risk or claim that is the basis for the injury, claim, loss, expense or damages, recovery for which is sought, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. **Dispute Resolution.** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceedings is commenced. The parties shall equally bear the fees and expenses charged by the mediator.

14. **Opinions of Construction Cost.** Any opinion of probable construction cost prepared by Contractor represents the judgment of one or more Contractor design professionals and is supplied for general guidance of Client. Since Contractor has no control over the construction marketplace and does not use the same pricing methods used by contractors, Contractor does not guarantee the accuracy of such opinions.

15. **Indemnification.**

a. The Contractor shall defend, indemnify and hold harmless the Client, its officers, employees and agents from any and all liabilities which may arise or be claimed against the Client, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of the Contractors, its employers, agents or contractors in performance of this Agreement or from the Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the Client, its agents or employees.

b. The Contractor shall save, indemnify and hold the Client harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the Client alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the Client; and the Contractor shall assume and take over the defense of the Client in any such claim, demand, suit, or cause of action upon written notice and demand for same by the Client. The Contractor will have the right to defend the Client with notice and demand for same by the Client. The Contractor will have the right to defend the Client with counsel of its choice that is satisfactory to the Client and the Client will provide reasonable cooperation in the defense as the Contractor may request. The Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed. The Client shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

c. The Contractor shall save, indemnify and hold Client harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against Client alleging liability referenced above.

d. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

16. **Miscellaneous.**

a. The Contractor will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the Client.

b. The Contractor will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Client.

c. The contract between the parties consists of this Agreement, its attachments, any written request for services issued by Client and any response thereto made by Contractor, including any addenda thereto. To the extent there is a conflict between the terms of any of the documents that constitute the contract between the parties, the terms that are most specific to the matter in dispute shall govern over the more general. In the event the conflicting terms cannot be characterized as specific vs. general, then the terms that provide the greater benefit to the Client and/or impose the greater obligation on the Contractor shall control.

d. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

e. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

f. In the event legal action is necessary to enforce the terms of the contract between the parties, the prevailing party shall be entitled to recovery of its attorney's fees, court costs, and other expenses of the legal action.

g. In the performance of this contract, Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of local, state and federal governments, including, but not limited to, the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin, Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

h. This Agreement will be governed and construed in accordance with the laws of the state of Tennessee.

CLIENT:

CONTRACTOR:

Town of Farragut

By: David Smoak

By: Benjamin J. Moorman

Printed
Name: DAVID SMOAK

Printed
Name: Benjamin J. Moorman, RLS, CFS

Title: Town Administrator

Title: President

Date: 4-2-18

Date: 25 January 2018



BENCHMARK ASSOCIATES, INC.

10308 Hardin Valley Road
Knoxville, TN 37932

Land Surveyors • Land Planners

Phone (865) 692-4090
Facsimile (865) 692-4091

20 January 2018

Darryl W. Smith, PE
Town Engineer
Town of Farragut
11408 Municipal Centre Drive
Farragut, Tennessee 37934

SUBJECT: Letter of Agreement / Fee Proposal for Professional Surveying Services – Final Platting, Easement Exhibit Documents and Topographic Survey Services for the Properties identified as 101 N. Campbell Station Road and 11415 Kingston Pike, Farragut, Tennessee 37934 and being further represented as CLT Map 142, Parcels 138 and 139, containing 2.26 acres, more or less.

PROJECT UNDERSTANDING

The Town of Farragut requests Final Platting, Easement Exhibit Documents and Topographic Survey services of the properties represented as 101 N. Campbell Station Road and 11415 Kingston Pike, Farragut, Tennessee, being further identified as CLT Map 142, Parcels 138 and 139. Said properties consist of approximately 2.26 acres, more or less. Additional services extend off the subject premises and into the parcels identified as CLT Map 142, Parcels 129 and 129.02, which lie northwest of said subject properties. Services provided on portions of Parcels 129 and 129.02 include topographic survey services and acquisition of existing utility and parking layout to aid in the design of access between all represented properties.

I. SCOPE OF SERVICES

Final Platting Services

Benchmark Associates, Inc. will prepare a Final Plat in accordance with the guidelines of the Town of Farragut Planning Commission (FPC), as outlined within the Minimum Subdivision Regulations for Town of Farragut. Said Final Plat will combine Parcels 138 and 139, and represent any known existing easements. Said platting services will be performed utilizing the Composite Survey process as defined within Rule 0820-03-.07(1) General Property Surveys (i) of the Standard of Practice as established by the Tennessee State Board of

Examiners for Land Surveyors. Said services will be performed at the client's direction, but in compliance with current planning and zoning guidelines. Services include making required submittals to FPC, representation at up to two (2) Planning Commission meetings, processing of signatures on the Final Plat and recording of said Final Plat.

Topographic Survey Verification

Benchmark Associates, Inc. will perform random field observations to verify the quality of existing Topographic Surveys for the subject properties. Said efforts will include verification of existing utility services and their location in respect to the subject properties and any known easement areas. Topographic survey services will be extended from the subject properties across portions of Parcels 129 and 129.02 to aid in the design of a planned access drive between all properties involved. Said extension of topographic services will include a partial examination of the existing parking area (inclusive of landscape islands) located on Parcel 129.02. Said survey will incorporate the perimeter boundaries of the subject properties as represented within the most recent instrument of record for the transfer of said properties utilizing the above referenced Composite Survey process. Said survey will meet the requirements as outlined within the latest Rules of Tennessee State Board of Examiners for Land Surveyors, Chapter 0820-03 Standards of Practice. The contour interval for the topographic information provided will be two feet. A reference datum will be NAVD '88, with Town of Farragut control points being utilized.

Post Design Final Platting Services

Benchmark Associates, Inc. will prepare a Final Plat in accordance with the guidelines of the Town of Farragut Planning Commission (FPC), as outlined within the Minimum Subdivision Regulations for Town of Farragut. Said Final Plat will abandon any existing easements that will no longer be required due to the new design and establish any and all new easements that are required for the redevelopment of the subject properties as defined by the Town of Farragut's Development Guidelines. Said platting services will be performed utilizing the Composite Survey process as defined within Rule 0820-03-.07(1) General Property Surveys (i) of the Standard of Practice as established by the Tennessee State Board of Examiners for Land Surveyors. Said services will be performed at the client's direction, but in compliance with current planning and zoning guidelines. Services include making required submittals to FPC, representation at up to two (2) Planning Commission meetings, processing of signatures on the Final Plat and recording of said Final Plat.

Easement Exhibit Documents

Benchmark Associates, Inc. will prepare Easement Exhibit Documents to aid in the acquisition of a required water line easement in favor of First Utility District of Knox County Tennessee (FUD) crossing CLT Map 142, Parcel 129 as defined by the design engineer. Said Easement Exhibit Documents will consist of an Exhibit Drawing identifying the easement location on the impacted property and a Metes and Bounds Description for said easement. Said documents will be provided to the Town of Farragut for the benefit of their attorney to create the actual Easement Document that will be prepared in the favor of FUD.

II. ASSUMPTIONS / EXCEPTIONS / QUALIFICATIONS

We have made some assumptions and qualifications in development of the Scope of Services and Compensation:

1. No unrealistic discrepancies from record descriptions and parcels as found on the ground can exist. Sufficient evidence of property control must be in place on the subject property at the time of survey, and said property control must be reasonably reflective of recorded data.
2. Access to site cannot be restricted in a manner that will hinder the performance of services.
3. Site specific training is not included in the scope of services.
4. Evidence of utilities will be shown based upon record information, surface evidence, and information obtained from the appropriate public utility location service. Subsurface utility information will be shown for information purposes and will be represented to the best of the surveyor's ability based upon information provided. The surveyor cannot be held liable for subsurface information that cannot be visually observed.
5. Location, size, depth, and direction of flow of sanitary sewers and storm drains, culverts, etc. along with physical locations of manholes, cleanouts, catch basins, etc. along with invert information for each will be obtained where possible.
6. Flood plain and flood level of streams and/or adjacent bodies of water will be graphically shown as represented on current FEMA Flood Insurance Rate Maps.
7. All schedules for services represented herein are dependent upon favorable weather conditions for the services being provided.
8. Working days are defined as Monday through Friday.
9. Survey provided will not be performed to the standards required for an "ALTA/ACSM Land Title Survey."

10. The Town of Farragut will be responsible for all filling, recording, copy and shipping fees. Copy fees are \$2.25/Sheet Bond & \$6.75/Sheet Mylar.

III. COMPENSATION AND SCHEDULE

Compensation

Benchmark Associates, Inc. will provide the above-described services for a fee of Nine Thousand Two Hundred Fifty Dollars (\$9,250.00), plus applicable review, reproduction, and recording fees.

In the event that issues represented within Item 1 of the Assumptions/Exceptions/Qualifications clause above exist, Benchmark Associates, Inc. will notify the Town of Farragut immediately upon knowledge of said issues to allow for budgetary planning and scheduling moving forward.

Additional Services

Services beyond the Scope of Services described in this agreement are Additional Services. We can provide additional services at an hourly rate or negotiate a fee prior to providing the services. No additional services will be performed without your prior approval. Our Standard Rate Schedule is included.

Scheduling

Survey services can begin within three (3) working days of Notice to Proceed. The first submittal of information for design services will follow within five (5) additional working days. The initial submittal of the first described Final Plat will be made within an additional three (3) working days. The schedule for the second described Final Plat will be dependent upon the design team services. All schedules are dependent upon favorable working conditions.

IV. TERMS AND CONDITIONS

The client understands that Benchmark Associates, Inc. has a proprietary right in all services and products prepared and that documents representing such services, including drawings, specifications, and reports, shall not be furnished to third parties unless written authorization is obtained from Benchmark Associates, Inc., or that the documents are clearly intended for and in the realm of the public record. No information can be used for purposes or locations other than that for which it was intended.

Payment in full is required upon completion of the above-described services. Invoices over 30 days old from the date of invoice will incur a service charge of 1.5% per month.

If payment for services rendered has not been received within 65 calendar days of the date of invoice, Benchmark Associates, Inc. may exercise any and all avenues available to them to guarantee payment. All costs associated with the collection of payments, included but not limited to attorney fees, court costs, filing fees, etc., will be added to the cost of and become a part thereof.

If you are satisfied with our Scope of Services and Compensation presented herein, please sign below and return one copy.

We look forward to the opportunity to work with you on this project and future projects.

Sincerely,



Benjamin J. Moorman, RLS
President
Benchmark Associates, Inc.

Enclosure

Accepted for The Town of Farragut:

Name: _____

Date: _____

Printed Name: _____

Title: _____



BENCHMARK ASSOCIATES, INC.

10308 Hardin Valley Road
Knoxville, TN 37932

Land Surveyors  Land Planners

Phone (865) 692-4090
Facsimile (865) 692-4091

2018 STANDARD RATE SCHEDULE

Secretarial	\$ 40.00 / hr
Research	\$ 75.00 / hr
2-Man Field Crew	\$125.00 / hr
3-Man Field Crew	\$155.00 / hr
Surveying Cad Services	\$ 75.00 / hr
Registered Land Surveyor	\$125.00 / hr
GPS Services	\$175.00 / hr
Robotic Services	\$175.00 / hr

If this Rate Schedule is to be used for construction staking, Benchmark Associates, Inc. requires signed hard copies, electronic data, horizontal and vertical control available for the project. In the event of changes to the plan, Benchmark Associates, Inc. is to be notified before a crew visits the site.

Benchmark Associates, Inc. project expenses typically include reproductions (e.g., plans, property descriptions, easement descriptions), governmental review fees, parking (project related) and other materials that may be required associated with a project.

Reimbursable expenses will be billed a cost times a multiplier of 1.15. This includes expenses incurred by Benchmark Associates, Inc. and/or consultants directly related to the project.

**First Amendment to Professional Services Agreement Between Town of Farragut and
Benchmark Associates, Inc. for Professional Services at the Campbell Station Inn, 101 N.
Campbell Station Road, Farragut**

This first amendment to the agreement between the Town of Farragut and Benchmark Associates, Inc. for professional services is made this 17 day of April, 2018 by and between Benchmark Associates, Inc. and the Town of Farragut, Tennessee. The purpose of this amendment is to expand the scope of services outlined in Attachment "A" of the original agreement executed April 2, 2018. The expanded scope includes the following:

Acquire additional topographic information as outlined on the Exhibit Drawing provided by e-mail on 5 April 2018.

Compensation: Client will compensate Contractor for these additional services as follows: A lump sum fee of \$2,500.00. This will increase total compensation for the project to \$10,750.00. All other provisions of the original contract will remain active.

Town of Farragut, Tennessee

By: _____

Printed Name: _____

Title: _____

Date: _____

Benchmark Associates, Inc.

By: Benjamin J. Moorman

Printed Name: Benjamin J. Moorman

Title: President

Date: 17 April 2010

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: Ordinance 18-02, Ordinance on second and final reading amending the State Street Aid Fund budget of the Fiscal Year 2017-2018 budget, passed by Ordinance 17-09

INTRODUCTION:

The purpose of this agenda item is to amend the Fiscal Year 2018 State Street Aid Fund Budget.

DISCUSSION:

The State Street Aid Fund will be amended by increasing the appropriated expenditures from \$983,000 to \$1,504,607, an increase of \$521,607.

- **Resurfacing Program**

- For the past few years, in hopes of receiving better bids, the resurfacing contract has provided for a more flexible and longer construction season. Due to this change, the resurfacing of the Town's streets typically spans multiple fiscal years. The resurfacing balance for FY17 was \$521,607. The remaining invoices for the previous years contract will be paid in the current fiscal year so the balance will be transferred from FY2017 to FY2018.

FINANCIAL SECTION:

Account Number: State Street Aid Budget

<u>Original FY2018 Budget</u>	<u>Requested Amendment</u>	<u>FY2018 Amended Budget</u>
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\$983,000	\$521,607	\$1,504,607
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Approved By: 

RECOMMENDATION BY: Allison Myers, Town Recorder/Treasurer, for approval.

PROPOSED MOTION: Motion to approve Ordinance 18-02 on second and final reading.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>MCGILL</u>	<u>MARKLI</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	18-02
PREPARED BY	Myers
1 ST READING	April 12, 2018
2 nd READING	April 26, 2018
PUBLISHED IN	Shopper News Farragut
DATE	

**AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE
AMENDING THE FISCAL YEAR 2017-2018 BUDGET, PASSED BY ORDINANCE 17-09**

WHEREAS, the Town of Farragut adopted the fiscal year 2017-18 budget by passage of Ordinance Number 17-09 on June 22, 2017; and

WHEREAS, pursuant to the Tennessee State Constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, expenses for the State Street Aid Fund will be greater than budgeted; and

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2017-2018 BUDGET AS FOLLOWS:

SECTION 1. Ordinance 17-09 is hereby amended by:

- Increasing the appropriated expenditures in the State Street Aid Budget by \$521,607. Expenditures for the State Street Aid will total \$1,504,607.

SECTION 2. The Board of Mayor and Aldermen authorizes the Town Recorder to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Ordinance 18-04, to add Title 5, Municipal Finance and Taxation, of the Farragut Municipal Code, by adding Chapter 1, Hotel/Motel Tax

INTRODUCTION: The purpose of this agenda item is to approve Ordinance 18-04, which would implement a municipal Hotel/Motel Tax for all hotels located within the Town of Farragut.

BACKGROUND: The Town of Farragut recently began its first tourism program with the hiring of a tourism coordinator. With recent legislation by the Tennessee General Assembly eliminating the Hall Income Tax and reallocating funding in the Improve Act from the General Fund to the State Street Aid fund for road maintenance, the Town's General Fund budget will eventually be reduced by approximately \$1 million dollars each year.

The goal of the tourism program is to increase the number of tourists and visitors coming to the Farragut community by spending money at our hotels, restaurants, shops and utilizing our public facilities. In order to run an effective program, it will take a significant investment by the Town to market to visitors and improve amenities that will draw those visitors to Farragut.

The Board of Mayor and Aldermen have had a priority in their strategic plan on developing a funding mechanism for tourism development since 2010. A common funding plan that many cities and counties across Tennessee and the United States utilize is a hotel-motel tax that visitors pay based on the rental rate when they stay the night in a hotel. Unfortunately, Tennessee state law pre-empted towns and cities across Tennessee from implementing a hotel tax if the county they were incorporated in already had a tax. Knox County currently has a hotel-motel tax of 5% for all hotels located within the county.

The Board of Mayor and Aldermen approved Resolution R-2018-02 on January 11, 2018 requesting the Tennessee General Assembly authorize the Town of Farragut to implement a hotel tax (Attachment B). The Tennessee General Assembly recently approved HB1492/SB1503 (Attachment C) which amends TCA 67-4-1425 and authorizes the Town of Farragut to levy a privilege tax on the occupancy of any hotel located with the Town of an amount not to exceed 4% of the rate charged to the customer by the operator of the hotel. Governor Haslam signed the bill into law on April 12, 2018. In order for this authorization to occur, the Board of Mayor and Aldermen are required to adopt an ordinance by two-thirds (2/3) vote of the governing body and the proceeds from this tax must be used for tourism development.

DISCUSSION: Ordinance 18-04 would authorize the Town to implement a hotel tax of up to 4% of the room rent rate to visitors on a per night basis. The Board may approve any amount less than 4% as well, however all funding received from the tax must be used for tourism development. If a transient stays at a hotel for more than 30 consecutive days, they would not be required to pay the tax. The hotels would be required to pay the tax by the 20th day of each month for the preceding month or delinquent taxes would be owed.

There are several attachments to this report that discuss tourism development and plans for the Town's tourism program: Attachment A – Ordinance 18-04, Attachment D – TN Hotel Tax and Tourism Research Attachment E – Marketing Plan for the Town Brand and Tourism promotion, Attachment F – Tourism Coordinator Work Program.

FINANCIAL SECTION: There are currently 9 hotels with 725 rooms located off the I-40 interchange with Campbell Station Road. Revenue estimates of a potential hotel tax are dependent on the actual percentage adopted by the Board of Mayor and Aldermen.

1% = \$128,000
2% = \$257,000
3% = \$386,000
4% = \$515,000

The Town would develop a separate Tourism Fund to track both revenues and expenditures and have attached a preliminary budget estimate (Attachment G) that would be formally adopted during the FY2019 budget approval process. Expenditures include personnel costs, marketing, event planning, and office operations for a total estimated cost of \$280,617.

STRATEGIC PLAN: The Town of Farragut strategic plan lists as a Critical Success Factor to Provide Excellent Parks, Recreation, Cultural Amenities and Programs with a priority initiative to hire a tourism coordinator to implement the Town’s marketing plan. Another Critical Success Factor for the Town is Enhancing the Town’s Financial Position with a priority initiative of establishing a dedicated funding mechanism for tourism, marketing and capital infrastructure investment. Approval of Ordinance 18-04 would be consistent with the Town’s strategic plan.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Ordinance 18-04 on first reading, to add Title 5, Municipal Finance and Taxation, of the Farragut Municipal Code, by adding Chapter 1, Hotel/Motel Tax

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>POVLIN</u>	<u>MARKLI</u>	<u>MCGILL</u>	<u>PINCHOK</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

ORDINANCE	18-04
PREPARED BY	Smoak
PUBLIC HEARING	_____
DATE	_____
1 ST READING	_____
2 ND READING	_____
PUBLISHED IN	_____
DATE	_____

AN ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE

WHEREAS, the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, wishes to add Title 5, Municipal Finance and Taxation, by adding Chapter 1, Hotel/Motel Tax, of the Farragut Municipal Code,

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code is hereby amended as follows:

SECTION 1.

The Farragut Municipal Code, Title 5. Municipal Finance and Taxation, is amended by adding Chapter 1. Hotel/Motel Tax as follows:

CHAPTER. - HOTEL/MOTEL TAX

- 5-101. Short title.
- 5-102. Definitions.
- 5-103. Levy of tax authorized.
- 5-104. Disposition of tax.
- 5-105. Collection and refund.
- 5-106. Remittance of tax.
- 5-107. Monthly tax return—Annual audit.
- 5-108. No advertising of rebates.
- 5-109. Delinquent taxes—Interest and penalty.
- 5-110. Records—Inspection.
- 5-111. Administration and enforcement.
- 5-112. Deposits of funds.
- 5-113. Severability clause.

5-101. Short title.

This chapter shall be known and cited as the Town of Farragut Hotel/Motel Tax Ordinance.

5-102. Definitions.

As used in this chapter, unless the context otherwise requires:

- (1) *Consideration* means the consideration charged, whether or not received, for the occupancy in a hotel valued in money whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits, property and services of any kind or nature without any deduction therefrom whatsoever; provided, however, nothing in this definition shall be construed to imply that consideration is charged when the space provided to the person is complimentary from the operator and no consideration is charged to or received from any person.
- (2) *Hotel* means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist camp, tourist court, tourist cabin, motel or any place in which rooms, lodgings, or accommodations are furnished to transients for a consideration.
- (3) *Occupancy* means the use or possession, or the right to use or possession, of any room, lodgings, or accommodations in any hotel.
- (4) *Operator* means the person operating the hotel whether as owner, lessee, or otherwise.
- (5) *Person* means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (6) *Transient* means any person who exercises occupancy or is entitled to occupancy for any rooms, lodgings or accommodations in a hotel for a period of less than thirty (30) continuous days.

5-103. Levy of tax authorized.

As authorized by Tenn. Code Ann. 67-4-1401, et seq., the board of mayor and aldermen of the Town of Farragut does hereby levy upon the occupancy in any hotel of each transient a privilege tax of 4% of the consideration charged by the operator. Such tax is a privilege tax upon the transient occupying such room and is to be collected as provided in this chapter.

5-104. Disposition of tax.

The proceeds received by the Town of Farragut shall be used for tourism development.

5-105. Collection and refund.

- (1) Such tax shall be added by each and every operator to each invoice prepared by the operator for the

occupancy of the hotel and given directly or transmitted to the transient. Such tax shall be collected by such operator from the transient and remitted to the town.

(2) When a person has maintained occupancy for 30 continuous days, that person shall receive from the operator a refund or credit for the tax previously collected from or charged to him, and the operator shall receive credit for the amount of such tax if previously paid or reported to the Town of Farragut.

5-106. Remittance of tax.

The tax hereby levied shall be remitted by all operators who lease, rent or charge for any rooms, lodgings, spaces or accommodations in hotels within the town to the Town Recorder, such tax to be remitted to such officer not later than the 20th day of each month for the preceding month. The operator is hereby required to collect the tax from the transient at the time of the presentation of the invoice for such occupancy whether prior to occupancy or after occupancy as may be the custom of the operator, and if credit is granted by the operator to the transient, then the obligation to the town entitled to such tax shall be that of the operator.

5-107. Monthly tax return—Annual audit.

The Town Recorder shall be responsible for the collection of such tax. A monthly tax return under oath shall be filed with the Town Recorder by the operator with such number of copies thereof as the Town Recorder may reasonably require for the collection of such tax. The report of the operator shall include such facts and information as may be deemed reasonable for the verification of the tax due. The form of such report shall be developed by the Town Recorder and approved by the Board of Mayor and Aldermen prior to use. The Town Recorder may audit each operator in the town at least once per year and report on the audits made to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen is hereby authorized to adopt ordinances to provide reasonable rules and regulations for the implementation of the provisions of this chapter.

5-108. No advertising of rebates.

No operator of a hotel shall advertise or state in any manner whether directly or indirectly that the tax or any part thereof will be assumed or absorbed by the operator or that it will not be added to the rent, or that if added, any part will be refunded.

5-109. Delinquent taxes—Interest and penalty.

Taxes collected by an operator which are not remitted to the Town Recorder on or before the due dates are delinquent. An operator shall be liable for interest on such delinquent taxes from the due date at the rate of twelve percent (12%) per annum, and in addition, for a penalty of one percent (1%) for each

month or fraction thereof such taxes are delinquent. Such interest and penalty shall become a part of the tax herein required to be remitted. Each occurrence of willful or knowing refusal of an operator to collect or remit the tax, or willful or knowing refusal of a transient to pay the tax imposed is unlawful and shall be punishable by a civil penalty not to exceed \$50.00 per day per offense. The penalty is to be imposed separately for each offense. Each occurrence shall constitute a separate offense. Each occurrence means each day for which there is a failure to collect or remit in the case of an operator, or a failure to pay in the case of a transient.

5-110. Records—Inspection.

It is the duty of every operator liable for the collection and payment to the town of any tax imposed by this chapter to keep and preserve for a period of three years all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of the payment to the town, which records the Town Recorder shall have the right to inspect at all reasonable times.

5-111. Administration and enforcement.

The Town Recorder in administering and enforcing the provisions of this chapter shall have as additional powers, those powers and duties with respect to collecting taxes as provided in Tennessee Code Annotated, title 67, or otherwise provided by law for the county clerks.

(1) Upon any claim of illegal assessment and collection, the taxpayer has the remedies provided in Tennessee Code Annotated, title 67, chapter 23, it being the intent of this chapter that the provision of law which apply to the recovery of state taxes illegally assessed and collected shall also apply to the tax levied under the authority of this chapter. The Town Recorder shall also possess those powers and duties as provided in Tennessee Code Annotated, section 67-1-707, for the county clerks with respect to the adjustment and refunds of such tax.

(2) With respect to the adjustment and settlement with taxpayers all errors of taxes collected by him under authority of this chapter shall be refunded by the town. The town recorder shall have the authority to direct the refunding of same. Notice of any tax paid under protest shall be given to the town recorder and any suit brought for recovery of tax paid under protest shall name the town recorder.

5-112. Deposits of funds.

The Town Recorder is hereby charged with the duty of collection of the tax herein authorized and shall place the proceeds of such tax in an account as designated in accordance with Section 2-267

5-113. Severability clause.

The provisions of this chapter are hereby declared to be severable. If any of its sections, provisions, exceptions, or parts be held unconstitutional or void, the remainder of the chapter shall continue to be in full force and effect, it being the legislative intent now hereby declared, that this chapter would have been adopted even if such unconstitutional or void matter had not been included herein.

SECTION 2.

This ordinance shall take effect from and after its final passage and publication, the public welfare requiring it.

Dr. Ralph McGill, Mayor

Allison Myers, Town Recorder

AGENDA NUMBER VLE.MEETING DATE January 11, 2018

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of Resolution R-2018-02, to request the Tennessee General Assembly grant authorization for the Town of Farragut to enact a privilege tax on hotel occupancy

INTRODUCTION: The purpose of this agenda item is to approve a resolution requesting the Tennessee General Assembly exempt the Town of Farragut from the requirements of Tennessee Code Annotated 67-4-1425 and authorize the Town to levy a privilege tax on hotel occupancy.

BACKGROUND: In 1988, the Tennessee General Assembly enacted legislation that prohibited cities and towns across the state from enacting privilege taxes on hotel occupancy if the town lies in a county that has already enacted a privilege tax. Knox County currently has a hotel occupancy tax equal to 5% of the room rental rate for each hotel establishment in the county. Since this law was enacted, there have been 17 local governments that have gained approval from the State of Tennessee to be exempted from this legislation.

DISCUSSION: In the last several years the Tennessee General Assembly has approved lowering the sales tax on food and the elimination of the Hall Income Tax. These decisions will ultimately reduce revenues to the Town of Farragut by over \$1 million/year. Subsequently, the Town has been working on developing a tourism program to help increase visitors to our community, which in turn will provide enhanced revenues through increases in sales taxes and higher occupancy of the hotels in the Town. Considering the loss of other revenue sources the Town relies on to typically fund these types of services, enactment of a hotel occupancy tax will help provide necessary long-term funding for this program.

The request before the General Assembly will be sponsored by Representative Zachary and Senator Briggs. If approved by the legislature, it would exempt the Town from the requirements of TCA 67-4-1425. The Town of Farragut Board of Mayor and Aldermen would then be required to pass an ordinance enacting the occupancy tax for it to become effective.

RECOMMENDATION BY: Town Administrator David Smoak for approval.

PROPOSED MOTION: To approve Resolution R-2018-02, a resolution to request the Tennessee General Assembly to exempt the Town of Farragut from the requirements of Tennessee Code Annotated 67-4-1425 and authorize the Town of Farragut to levy a privilege tax on hotel occupancy.

BOARD ACTION:

MOTION BY: _____ **SECONDED BY:** _____

<u>VOTE/TOTAL</u>	<u>POVLIN</u>	<u>MARKLI</u>	<u>MCGILL</u>	<u>PINCHOK</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



TOWN OF FARRAGUT

RESOLUTION R-2018-02

A RESOLUTION TO REQUEST THE TENNESSEE GENERAL ASSEMBLY TO EXEMPT THE TOWN OF FARRAGUT FROM THE REQUIREMENTS OF TENNESSEE CODE ANNOTATED 67-4-1425 AND AUTHORIZE THE TOWN OF FARRAGUT TO LEVY A TAX ON THE PRIVILEGE OF HOTEL OCCUPANCY

WHEREAS, pursuant to Tennessee Code Annotated §67-4-1425(a)(2), a Town is prohibited from levying a tax on the privilege of occupancy of a hotel if the County in which the Town is located has levied the tax prior to the adoption of the tax by the Town; and

WHEREAS, Knox County currently levies a tax on the privilege of occupancy of a hotel; and

WHEREAS, the Town of Farragut requests to be exempt from the requirements of Tennessee Code Annotated §67-4-1425(a)(2); and

WHEREAS, if the Town is exempted from this section and authorized to levy a tax on the privilege of occupancy of a hotel, the proceeds from such tax will be used for tourism development in the Town of Farragut; and

WHEREAS, the Hotel Occupancy Tax rate the Town of Farragut requests will be a maximum of four percent (4%) of the room rate charged by the hotel operator.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Farragut, that the Tennessee General Assembly is hereby requested to exempt the Town of Farragut from the requirements of Tennessee Code Annotated §67-4-1425(a)(2).

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 11th day of January 2018.

Ralph McGill, Mayor

Allison Myers, Town Recorder

HOUSE BILL 1492
By Zachary

SENATE BILL 1503

By Briggs

AN ACT to amend Tennessee Code Annotated, Section 67-4-1425, relative to a hotel-motel tax in any city that is situated in two (2) or more counties and having a population of not less than twenty thousand six hundred (20,600) nor more than twenty thousand seven hundred (20,700), according to the 2010 federal census or any subsequent federal census.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 67-4-1425, is amended by adding the following as a new subsection:

This section does not apply in any city that is situated in two (2) or more counties and having a population of not less than twenty thousand six hundred (20,600) nor more than twenty thousand seven hundred (20,700), according to the 2010 federal census or any subsequent federal census; provided, that the city is authorized to levy a privilege tax by ordinance adopted by a two-thirds (2/3) vote of its governing body upon the privilege of occupancy in any hotel located within the city of each transient in an amount not to exceed four percent (4%) of the consideration charged by the operator. All proceeds received by the city from the tax must be used solely for tourism development. The ordinance must set forth the manner of collection and administration of the privilege tax.

SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it.

TN Hotel Tax and General Tourism Research

Source: TN Department of Tourism Annual report 2017

There are 5 key economic indicators related to Tourism – and all increased in 2016

- Travel Expenditures (\$19.3 Billion)– increased 4.7% in TN; exceeded national growth rate of 2.9%
- Payroll (\$4.3 Billion) – increased 5.6% in TN; exceeded national growth rate of 5.5%
- Employment (176, 500) – increased 3.3% in TN; just below national growth rate of 3.7%
- State Tax – increased 6.7% in TN; exceeded national growth rate of travel related state tax revenue of 5.5%
- Local Tax – increased 5.3%

6 most popular things tourists are looking to do

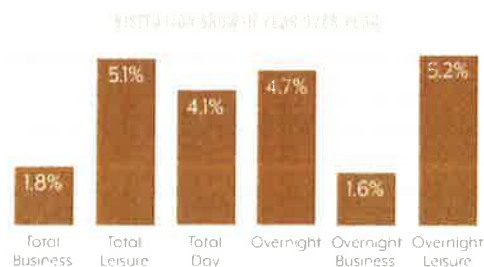
- Shopping;
- dining/culinary;
- visiting friends and relatives;
- national and state parks;
- sightseeing and tours;
- visiting historic sites

2016 first year that tourism generated over 1 billion in state tax revenue

- All 95 counties saw at least a \$1 million in economic impact from tourism
- 92 of our 95 counties saw an increase in economic impact due to tourism
- 19 counties saw more than \$100 million in economic impact

Return on Investment

- TN tourism ROI is 18-1; \$18 tax dollars for every \$1 spent on tourism marketing campaign
- National benchmark 9-1; \$9 tax dollars for every \$1 spent on tourism marketing campaign



TN is seeing steady growth in Winter tourism

Tourists are staying an average of 2.33 nights up from 2.19 nights
Average daily spending is \$116 and average trip spending is \$441

Source: 2016 Economic Impact of Travel on TN Counties – (pub 8/17 TDTD Source: U.S. Travel Assoc.)

2016 data for Knox County

Year	Expenditures (\$ Millions)	Payroll (\$ Millions)	Employment (Thousands)	State Tax Receipts (\$ Millions)	Local Tax Receipts (\$ Millions)
2016	1,056.16	206.01	10.18	56.40	25.64
2015	1,014.98	196.88	9.86	53.25	24.50
% Change from 2015	4.1%	4.6	3.2%	5.9%	4.7%

Source: 2016-2017 Visit Knoxville Annual Report

- Visit Knoxville launched new branding: Knoxville Will Surprise You
- Enhanced guest and local experience with Visitors Center renovations
- Generated more than \$177 million in economic impact in booked business
- Utilizes East TN Familiarization (FAM) tours when hosting potential bookings; hosted 3 FAM tours with a total of 47 meeting planners, event organizers and tour operators representing 29 groups; Visit Knoxville has 5 pending bookings resulting from these FAM tours

Source: Structured Lodging Taxes to Preserve the Economy and Encourage Tourism – January 2016 Report of the TN Advisory Commission on Intergovernmental Relations (TACIR)

- 2013 Lodging alone contributed more than 2 billion to TN state's economy and generated \$154 million in lodging tax revenue for cities and counties; almost half of that money is used to fund convention centers and programs that promote tourism
- Though increasing the cost of a room, whether by increasing the room price or increasing the tax can reduce the number of hotel stays, studies show that lodging customers are not very sensitive to lodging taxes (page 1&2 TACIR report)
- For non-business travelers the burden of the lodging tax falls on the consumer and not the hotel; and the amount that the consumer spends on the tax is very small in relation to the total travel cost
- Travelers produce secondary economic effects beyond their own spending, including purchases from local suppliers by hospitality businesses and increased spending by employees of those businesses.
- All hotel guests in TN pay state and local sales taxes and in most places a county lodging tax, a city lodging tax, or BOTH. TN is one of 44 states in which both sales tax and a lodging tax applies to hotel stays
- Travelers are more sensitive to price when considering high-priced hotels; this can be explained by the ability for the traveler to trade down to a lesser priced hotel if available

- Lodging taxes do not appear to deter a developer's decision about where to build hotels; developers are more likely to look at occupancy and room rates when considering development [\(page 16 & 17 TACIR Report\)](#)
- Although the State of TN does not require earmarks for the lodging tax collected; over half (74.2 million) of the estimated \$145 million collected in 2014 by cities and counties was ear-marked for tourism related expenses

There is only one study that specifically explored the effects of lodging taxes on the economy; it estimated that a 2.4% reduction in room sales and associated visitor spending would result if 2% were added to the existing lodging tax rates. This study assumed that money collected from the lodging tax would not reappear elsewhere in the economy.

This study is difficult to evaluate because it is based on proprietary models that were not fully described or disclosed. The study tends to assume that money not spent on the object of interest is not used in some other productive way. This study, for example, appeared to assume that money collected from lodging taxes is permanently removed from the national economy. The study included estimates for every state. No other study was found that specifically explored the effect of lodging taxes on the tourism or lodging industries or the broader economy. [\(Page 13 TACIR report\)](#)

State of TN does not have a statutory definition of tourism but it is generally accepted to mean:

- Planning and conducting programs of information and publicity designed to attract to the county tourists, visitors and other interested persons from outside the area
- Encourage and coordinate the efforts of other public and private organizations or groups of citizens to publicize the facilities and attractions of the area for the same purposes
- The acquisition, construction and remodeling of facilities useful in the attraction and promoting of tourist, convention and recreational businesses

Source: TN Hospitality and Tourism Association Membership Brochure

HOSPITALITY & TOURISM INDUSTRY: FAST FACTS

\$19B

Travel Expenditures
Generated Annually

\$4M

State & Local Taxes Generated Daily

400K

Industry Jobs
in Tennessee

+\$1.7B

State & Local Taxes Generate Annually

-\$400

Fewer Taxes Paid by
Each State Household
Due to Tourism

\$4M

Payroll Generated by Direct Travel Spending

2017 numbers from the Tennessee Department of Tourist Development and the U.S. Travel Association

Source: U.S. Travel Association

- Site has an entire toolkit entitled: The Power of Travel Promotion – What Destination Marketing Means to Communities Nationwide
- Toolkit includes case studies (notable Asheville and Nashville) as well as case studies that reflect the negative impact of cutting promotion spending
- Sample Op-Ed piece
- Sample letters
- And Travel Economic Impact Calculator - <https://travelcalculator.ustravel.org/>
- TN District 2 – Travel Information <https://www.ustravel.org/economic-impact#tn-2>

Study of Lodging Charges – Feb 22, 2018

Webinar presentation - speakers were J. Mageau from the U.S. Travel Association and John Lambreth, Civitas Advisors

<https://vimeo.com/257203861>

- time mark 38:40 of video begins a question sequence on the effects of lodging taxes; presenter states that no specific research has been done but that he hears time and again that a 1 – 2% increase in tax rate shows no damaging impact on industry;
- the 18-19% hotel tax range seems to be the tipping point
- Investing in travel promotion generates a virtuous cycle of economic benefits. Travelers visiting a destination spend money at local attractions, hotels, retail, restaurants and transportation. Promotion also improves the quality of life for residents, offering a positive “halo effect” on perceptions of a destination for residents and visitors alike
- Investing in destination marketing drives broad economic growth. In fact, destinations with a higher concentration of visitor-related industries tend to grow faster than other regions.

<https://www.ustravel.org/research/study-lodging-charges-and-allocation-revenues-taxes-and-assessments-lodging>



Town of Farragut Marketing Plan

		status	NOTES
PRIORITY A			
	Messaging		
A1	Visitor campaign tagline	complete	
A2	Business campaign tagline and positioning	complete	
	Content Creation and Production		
A3	New resident transition checklist (content and design)	complete	
A4	New resident guide, downloadable (content and design)	complete	
A5	SEO research (identify keywords for target audiences in order to maximize organic web search results)	complete	This is an ongoing project that changes as google, etc. change strategies
A6	New resident landing page on Town website (content and graphics; does not include coding)	complete	
A7	Visitor landing page on Town website (content and graphics)	In Process	Expect to have website up and running in May
A8	Other website recommendations for SEO (content tweaks)	In Process	Same as SEO research
A9	Video series strategy (strategy and development of 3 scripts)	In Process	Video 1 (business recruitment) is in production; expect to do Video 2 (tourism) this summer

A10	Video series production (pre-production, shooting with professional crew, editing, graphics) of 3 :30 sec videos; includes variety of original footage, catalogued for future applications.	In Process	Video 1 (business recruitment) is in production; expect to do Video 2 (tourism) this summer
	Social and Affiliate Sites		
A11	Develop social media content calendar	Complete	
A12	Develop follower growth and promotional plan	Complete	
A13	Develop social media posting schedule	Complete	
A14	Develop social media graphic templates	Complete	
A15	Develop co-op advertising plan		
A16	Maximize opportunities on Yelp and Trip Advisor	In Process	
A17	Maximize opportunities on TNvacation.com	In Process	Working with Visit Knoxville for targeted advertising on website; met with TN Tourism and waiting on specific information
	Signage		
A18	Research and recommend locations and sign types	In Process	This plan may need to be adapted due to TDOT regulations and visual clutter issues; staff is looking at alternatives to the recommendations.
A19	Produce art for signs		
A20	Print and place signs		
PRIORITY B			
B1	Step-by-step business guide		

B2	New business landing page on Town website		
B3	Google AdWords advertising strategy and pilot campaign (e.g. Knox Open hotels)		
PRIORITY C			
C1	Develop visitor packages (e.g. Buddy Greg, ProVision...)		
C2	Develop pedestrian walking tour		
C3	Develop New Business Advocate / Liaison Program		
C4	Google Display Network advertising campaign promoting videos		
PRIORITY D			
D1	Develop more mobile-friendly maps for greenways	In Process	Working with Knox County and City of Knoxville for a county wide interactive map hosted by KGIS
D2	Strengthen greenway connectivity signage/printed maps		Same as above - printed map will be developed once interactive county wide map is implemented

Visitor/Tourism Coordinator - Proposed Work Program

- Assess and develop mission for the Farragut Visitors Bureau – possibly through a “listening tour” of the town by speaking with current hotels, restaurants, entertainment facilities and other retail businesses in conjunction with the Farragut Business Alliance and the Farragut Chamber of Commerce:
 - Karen toured (or attempted to tour) each of the Farragut hotels and has had a meeting with them to start this process.) She will start with tours/meetings of entertainment facilities (Putt Putt, Cool Sports, Etc.) in May.
- Develop charter and by-laws and recruit members for a Visit Farragut advisory committee. Sample membership would include a representative from the hotel, restaurant, attraction and general businesses plus one member of the Board of Mayor and Aldermen and a citizen at large (Late Summer 2018 – we want Karen to complete her first year of “tourism college” before we ask the BMA to appoint an advisory committee so we use best practices and avoid as many pitfalls as possible.)
- Establish relationships with area CVB/DMO’s including Visit Knoxville, Oak Ridge, Blount and Loudon County with the goal of regional promotion:
 - Karen is experiencing the Visit Knoxville Gotta Know program (for volunteer ambassadors) and will be actively talking with other local CVS’s this summer.
 - Establish relationships and actively participate in Visit Knoxville Sports Commission recruitment: Sue has been working on this but Visit Knoxville Sports Commission has moved away from main stream outdoor sports and toward outdoor or adventure possibilities and indoor sports that fill the convention center (basketball and volleyball.)
- Establish relationship and explore coordination opportunities with the Farragut/West Knox Chamber of Commerce
 - Karen has had an initial meeting with the Chamber.
- Establish relationship and explore coordination opportunities with Shop Farragut (Farragut Business Alliance)
 - Karen has had an initial meeting with the FBA. Sue or Karen are attending the FBA and the EDAC monthly meetings to explore areas of coordination.
- Establish relationship and explore coordination opportunities with Farragut Schools
- Implement stage one of the wayfinding signage program
 - TDOT regulations and location issues will cause this item to be readdressed – possibly by a consultant.
- Coordinate initial stage of national, state and regional tourism advertising
 - Karen, Wendy and/or Sue are actively working with Visit Knoxville on website advertising; have had initial conversations about additional advertising opportunities along with updating our page on the state tourism website.
- Implement visitor landing page on Town website and implement SEO research in update of website
 - Microsite is under construction and should be functional in May – staff have provided our consultant with all the initial copy and photos. We expect to tweak this site a lot in

the first year and then will do constant maintenance after that. The special event calendar will take staff time for upkeep – community event and tournament applications are being adapted so that these events can be added to the calendar as requested.

- Coordinate and expand Town presence on Tennessee State Tourism website:
 - Wendy and Sue have had initial conversations about additional advertising opportunities along with updating our page on the state tourism website.
- Develop, advertise and maintain a self-populating community calendar
 - The special event calendar (on the tourism microsite) will take staff time for upkeep – community event and tournament applications are being adapted so that these events can be added to the calendar as requested.
- Maximize opportunities on Yelp and Trip Advisor
 - Wendy and our consultant have been working on increased visibility on Yelp and Trip Advisor
- Implement Google adwords advertising strategy
 - In process – our consultant has given us the key words and these are being implemented in our websites, etc.
- Initiate discussions for a co-op advertising plan
- Coordinate production of an initial video series
 - The business recruitment video is in production. An RFQ will be released in June for additional tourism and marketing assistance – this will include a tourism video and segments that can be used for social media, advertisements and other related items.
- Initiate the development of visitor packages with Town businesses
- Collaborate on strategy and signage for a pedestrian walking tour
- Propose goals, objectives and performance measurements for future fiscal years

Tourism Fund-122

		FY2018-19
		<u>Proposed</u>
	Beginning Balance	0
122	Revenues	
31920	Room Occupancy Tax	0
36543	Gift Shop Revenue	0
34230	Museum Membership	0
	Total Revenues	0
	TOURISM FUND DESCRIPTION	FY2018-19
44520	EXPENDITURES	<u>Proposed</u>
111	Regular Employee Wages	34,944
	Event Employee Wages	75,000
141	FICA Tax	2,673
146	Workers Comp Insurance	0
151	COLA	0
152	Merit Adjustment	0
	Total Personnel	112,617
221	Advertising/Printing	96,000
235	Dues/Subscriptions	2,500
254	Professional Services	40,000
258	Web Services	1,200
263	Events	15,000
280	Travel, Training	3,300
300	Office Supplies	10,000
	Total Operating Expenditures	168,000
	Total Tourism Expenditures	280,617
	Other Funding Sources	
37940	Transfer from General Fund	0
	Total Transfers in	0
	Revenue over (under) expenditures	-280,617
	Ending Balance	-280,617