



TOWN OF FARRAGUT
ECONOMIC DEVELOPMENT COMMITTEE MEETING
TOWN HALL BOARD ROOM
WEDNESDAY, DECEMBER 7, 2016
8 AM

1. Call to order
2. Approval of Minutes
 - a. November 2, 2016
3. Status Updates
 - a. Town of Farragut
 - b. Farragut/West Knox Chamber of Commerce
 - c. Farragut Business Alliance
4. Appointment of Non-Voting Youth Member
5. Approval of Economic Development Committee Charter Amendments
6. Recommendation of Contract Renewal for Retail Consulting Services with Retail Strategies
7. Any other Business
8. Adjournment

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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



MINUTES
ECONOMIC DEVELOPMENT COMMITTEE MEETING
NOVEMBER 2, 2016
8:00 AM

Committee Members Present:

Pamela Milliken, David Smoak, Knick Myers, Jim Holladay, Naoko Blue, Phil Dangel, Vice Mayor Ron Pinchok

Committee Members Absent:

Brandon Hackett, William Britt, Drew Carson

Staff Present:

Jenn Hatmaker

Other:

Alderman Louise Povlin

Bettye Sisco, Farragut/West Knox Chamber

Steve Krempasky, Farragut Business Alliance

Bob Hill, Farragut Citizen

Alderman Ron Williams

Herc Ligdis, Farragut Business Alliance

Tammy Cheek, FarragutPress

Call to Order

Vice-Chair Milliken called the meeting to order. A quorum was declared.

Approval of the Minutes

Mr. Holladay moved to approve the October 5, 2016 minutes. Vice Mayor Pinchok seconded the motion. Motion passed.

Discussion of the Economic Development Committee (EDC) Charter

Mr. Holladay stated that “Advisory” should be added to the name of the committee – Farragut Economic Development Advisory Committee. Mr. Holladay stated that “unilaterally, by majority vote of the committee, undertake economic development initiatives within the allocated funding provided through the Annual Budget, and” should be removed from ARTICLE II: PURPOSE. Mr. Myers stated that “within the corporate boundaries of” should be changed to “impacting” in ARTICLE II: PURPOSE.

Mr. Myers stated that everywhere the charter mentions voting that it needs to say “vote by majority of a quorum.”

Mr. Holladay asked if the committee will have a budget or would the budgets of the Farragut Business Alliance, Farragut/West Knox Chamber, and other organizations that affect economic development go before the committee for recommendation for approval by the Board of Mayor and Aldermen (BMA). Mr. Smoak stated that currently the Town puts any economic development activities into a budget so that the monies spent on economic development can be tracked.

Mr. Smoak stated that the first sentence in Section III. (c) under ARTICLE III: COMMITTEE should be removed because it has some of the same language that was removed from ARTICLE II: PURPOSE.

Mr. Holladay stated that Section III. (i) under ARTICLE III: COMMITTEE should be removed because the committee does not provide an annual report to the BMA and a member of the BMA serves as a committee member. Vice Mayor Pinchok stated that he does not provide monthly updates to the BMA on the EDC’s meetings and thinks the committee should provide an annual update. Mr. Myers agreed with Vice Mayor Pinchok and stated that by not providing an annual update, there has been a disconnect between the EDC and BMA. Mr. Myers stated that unless the BMA reads the minutes of every committee they will not be up-to-date without an annual report. Mr. Hill stated that the minutes are the legal record of the meeting so the committee does not need to do anything else. Mr. Myers stated that he agrees that the minutes are the record of the meeting, but thinks a summary is needed because it is too much information for the BMA to keep up with throughout the year. Mr. Hill stated that the minutes are the legal record and that an abbreviation of the minutes are not legal. Mr. Myers stated that one word could change the meaning of what is written. Mr. Myers asked if the report would need to go before the committee to be approved on the record before being presented to the BMA. Mr. Myers stated that he thinks the reason why the chairman historically has not provided an annual report to the BMA is because questions could come up as to whether the chairman’s statements are being made as chairman of the committee or as personal opinion. Mr. Myers stated that he personally would not want to give the report unless it was signed off on by the committee as what the committee wants to be presented to the BMA. Mr. Smoak stated that the Mayor speaks at various functions on behalf of the BMA and provides his recollection of what was discussed at the meetings, including items that he may have voted differently on than the rest of the Board. Mr. Smoak stated that the committee can always go back to the minutes of the meeting to read what happened or was discussed during the meeting. Mr. Krempasky stated that an annual report is meant to give an overview and is not a legally binding document and thinks that the committee does not need an Annual Report document, but should report annually to the BMA. Alderman Williams stated that unless you attend the meeting, you will not know the pros and cons of the discussion just by reading the minutes. Mr. Holladay asked the BMA members who were present if they would want an annual report from the committee. Alderman Williams stated that if the committee feels it was an important item, then he would like an annual update; Alderman Povlin stated that she believes

it is a good goal to have a report annually. Vice mayor Pinchok stated that he would like to see a brief handout of the bullet points of what the committee has been working on, and would like the EDC representative at the Board meeting to answer any questions that the Board members may have. Mr. Holladay asked if the word “verbal” should be removed and change the wording to “provide an annual report” or “provide a report annually.”

Mr. Holladay stated that another item should be added under Section III relating to activity plans, Memorandum of Understanding, and funding requests from the Farragut Business Alliance and the Farragut / West Knox Chamber of Commerce. Mr. Smoak requested that Mr. Holladay provide suggested language; Mr. Holladay stated he will email Mr. Smoak suggested language.

Mr. Holladay stated that Section III. (j) under ARTICLE III: COMMITTEE should be removed; he does not believe it is appropriate for any committee to make recommendations on members of that committee. Mr. Holladay stated that he interpreted Section III. (j) as the committee would recommend to the BMA who should be appointed to serve on the committee. Mr. Smoak stated that Section III. (j) is stating that if the committee has an opening that the committee members may be asked if they know anyone who may be interested in applying for the open position; if so, then the committee member would recommend to that person that they apply and the application would go to the BMA for appointment. Mr. Myers asked Mr. Holladay what his concern is with this item. Mr. Holladay stated that he did interpret item (j) as the committee having more discretionary advisory over who serves on the committee and that the committee could become stacked. Mr. Myers stated that he does not have that fear since the committee does not create policy. Mr. Holladay stated that he is okay with leaving item in the charter with the way Mr. Smoak explained item (j).

Mr. Hill stated that this committee’s approach is to develop things economically and the Planning Commission’s approach and charter by law is to see that the use proposed fits the land use plan. Mr. Hill stated that this committee may think that a certain use is good for a piece of land but it may not fit the land use plan. Mr. Myers stated that when the committee has made a recommendation, verbiage was included in the recommendation that the committee’s support is from an economic development perspective because this committee’s members are not trained in municipal code. Mr. Hill stated that he would view item (g) as being an encroachment on citizen rights. Mr. Smoak stated that “through proposed ‘use’ changes in the Zoning Ordinances if necessary” can be removed. The committee agreed with striking that verbiage from item (g).

Mr. Holladay stated that secretary/treasurer should be removed from ARTICLE IV. OFFICERS. Mr. Holladay asked if the last sentence could be removed under ARTICLE IV. OFFICERS Section II. Nomination and Election of Officers. Mr. Smoak stated that the committee tries to elect the officers at the first committee meeting of the fiscal year.

Vice-Chair Milliken asked Mr. Myers about his earlier suggestion of the voting verbiage in the charter. Mr. Myers stated that anywhere the charter states majority vote that it needs to be clearly written that it is majority vote of the quorum. Mr. Smoak stated that ARTICLE V. MEETINGS defines quorum under Section II. Quorum as “A quorum shall consist of a majority of the voting committee members present upon calling of the roll at any meeting.” Mr. Smoak stated that for this committee five people are needed for a quorum; if majority of the quorum is needed to pass a motion, then three members of the quorum would need to vote for a motion to pass. Mr. Smoak stated that some committees require a majority of the committee members to vote “yes” for a motion pass; for this committee of nine people, five votes would be needed to pass a motion. Mr. Myers asked if five people were present and two people abstained, would a motion pass. Mr. Smoak stated that according to Robert’s Rules of Order, every committee member has an opportunity to vote; if someone abstains, then they were given the opportunity to vote but chose not to so the majority of those who did vote will be counted to determine if the motion passed. Mr. Smoak stated that if you want to change it, then it will need to be changed in the charter. Mr. Myers stated that he is not sure of the wording, but would like it changed so that situation cannot happen. Mr. Myers stated that if five people make a quorum, he thinks at a minimum three people need to vote for the motion to go either way – pass or fail. Mr. Dangle asked if five people are at a meeting and two abstain, two vote one way and one votes another way, would the motion pass or fail. Mr. Myers stated in that instance the motion should die. Mr. Myers stated this situation has happened on a vote, the motion carried, and two people represented the whole committee by voting on the motion. Mr. Smoak stated that the way to prevent this situation is to not second the motion. Mr. Myers stated that the person who made the motion and the person who seconded the motion were the two that carried the motion.

Vice Mayor Pinchok made a motion to move agenda item 4, Selection of Two Economic Development Committee Members to Serve on the Mobile Vending Subcommittee, after agenda item 5, Status updates, and to move Town of Farragut Status Updates after the Farragut Business Alliance Status Updates. Mr. Myers seconded the motion. All voted in favor; motion passed.

Status Updates

- a. Farragut / West Knox Chamber of Commerce:** Presented by Ms. Sisco
 - i. Five new members the past month
 - ii. Three networking events and three ribbon cuttings in October
 - iii. Annual 5k was on Saturday, October 8 – had over 225 people
 - iv. The Chamber presented to the Introduction to Farragut class
 - v. Freaky Friday was a success again this year
 - vi. Four upcoming networking events - all in the Town of Farragut
 - vii. Tennessee Strategies will host a networking event at Town Hall at 8am on November 10

viii. Staybridge Suites networking event will be on November 17

ix. CH Interiors and Gifts, formerly Cranberry Hollow, will have an event on December 1

x. Chamber Open House will be on December 8 at 4pm

b. Farragut Business Alliance: Presented by Mr. Ligdis

i. Steve Krempasky was hired as the new Executive Director

ii. Light the Park will be on November 28

iii. Planning is underway for Shop Farragut

iv. Moved the Farragut Food and Wine Festival to the Spring; talking with the Dogwood Arts to see if there is a way to work in conjunction with them

c. Town of Farragut: Presented by Mr. Smoak

i. The Board of Mayor and Aldermen hired Girl On The Roof for marketing services

ii. The Board of Mayor and Aldermen had an Economic Development workshop on October 27

iii. ICSC will have a conference in Atlanta; Retail Strategies will be attending

iv. Sales Tax Revenue for July and August is slightly ahead of this time last year

Vice Mayor Pinchok stated that the tourism subcommittee will wait to meet again until after a representative from Visit Knoxville, Girl On The Roof, and Jill Thompson with the Greater Knox Hospitality Association meets with the EDC.

Selection of Two Economic Development Committee Members to Serve on the Mobile Vending Subcommittee

Mr. Smoak stated that The Board of Mayor and Aldermen selected Vice Mayor Ron Pinchok and Alderman Ron Williams and the Planning Commission selected Alderman Louise Povlin and Ed Whiting to serve on the committee.

Mr. Smoak stated that the committee will be a working committee responsible for researching mobile vending ordinances to come up with a direction and parameters for mobile vending within the Town. Mr. Dangel stated that he cannot serve on the committee but thinks that a restaurant representative should be on the committee. Mr. Dangel stated that Ms. Milliken would be a good representative. Mr. Myers volunteered to serve on the committee if there were not any other volunteers. Mr. Holladay reviewed who previously volunteered: Mr. Holladay, Ms. Milliken, Mr. Britt, and Ms. Blue. Mr. Myers stated that he did not need to volunteer since others have. Mr. Dangel stated that he thinks that Mr. Myers, as a developer, would be a good representative to serve on the committee.

Mr. Dangel made a motion to appoint Ms. Milliken as one of the two Economic Development Committee members to serve on the Mobile Vending Subcommittee. Mr. Holladay suggested amending the motion to appoint Ms. Milliken and Mr. Myers. Mr. Dangel agreed to the amendment and made a motion to appoint Ms. Milliken and Mr. Myers as the two Economic Development Committee members to serve on the Mobile Vending Subcommittee. Mr. Holladay seconded the motion. All voted in favor; motion passed.

Any Other Business

Mr. Dangel asked if the committee historically cancels the January meeting. Mr. Smoak stated that the January 2017 meeting will be on January 4, 2017.

Mr. Dangel moved to adjourn. Vice Mayor Pinchok seconded the motion. All voted in favor.

Next meeting Wednesday, December 7, 2016 at 8 AM in the Town Hall Board Room.

Gary Palmer

From: noreply@civicplus.com
Sent: Wednesday, November 16, 2016 10:35 PM
To: Jennifer Hatmaker; Gary Palmer
Subject: Online Form Submittal: Youth Representative Committee Application

Youth Representative Committee Application

Town of Farragut Youth Representative Committee Application

First Name	Carson
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Last Name	Scott
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Address1	
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Address2	<i>Field not completed.</i>
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City	Farragut
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State	TN
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Zip	37934
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Home Phone	
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Email	
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Briefly describe your life goals/aspirations:	I'm looking forward to graduating high school in a year and a half and attending an in-state college to obtain a degree in business. I want to have a career in the business field, currently I think marketing and sales is the direction I want to go. Regardless of the position or field I work in, I want to be an active member of my community. I have a keen interest in understanding how things work and can come up with strategies to help and make them better.
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Which committees are you interested in serving:	
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First Committee Choice:	Economic Development Committee (1st Wednesday of each month at 8am at Town Hall)
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Second Committee Choice:	Planning Commission (3rd Thursday of each month at 7pm at Town Hall)
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Third Committee Choice:	Stormwater Advisory Committee (2nd Thursday of each month at 3:30pm at Town Hall)
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School Official or Sponsor Name	Tammy Lightholder
Phone Number	865-966-8858
Please upload a letter of recommendation	Carson Scott (111616).pages

Email not displaying correctly? [View it in your browser.](#)



CONCORD

CHRISTIAN SCHOOL

Mr. Gary Palmer
Assistant Town Administrator
Ms. Jennifer Hatmaker
Executive Assistant to the Town Administrator
Farragut Town Hall
11408 Municipal Center Drive
Farragut, TN 37934

Dear Mr. Palmer and Ms. Hatmaker:

The youth representative on town committees is an excellent opportunity for our students. Each student will gain valuable work place skills and a voice in planning for the future of our community.

It is a pleasure to suggest Carson Scott for one of these positions. I have known Carson since he was in middle school at Concord Christian School. Teaching Carson has been such a privilege. In our school's unique standing as a K-12 school in one building, I have taught Carson English for three years and Bible this year. With this type of contact, I have watched Carson mature over the years into a superb young man.

During class this year, Carson has added much to our class discussions; he also thinks about the comments of others and connects those to ideas already on the table. Carson also has plenty of experience being a team member working on group projects. When his junior year arrived, Carson had to make a difficult decision to give up playing a sport he loves to get a job; this process provided a strong example for his friends.

I believe that Carson would add to any committee and highly recommend him to the program.

Thank you again for believing that our young people can add to our community and make a difference.

Sincerely,
Tammy Lightholder
English and Bible teacher



FARRAGUT ECONOMIC DEVELOPMENT ADVISORY COMMITTEE CHARTER

ARTICLE I: NAME

The name of this body shall be the **Farragut Economic Development Advisory Committee** (hereafter called the “committee”).

ARTICLE II: PURPOSE

The purpose of the committee shall be to ~~unilaterally, by majority vote of the committee, undertake economic development initiatives within the allocated funding provided through the Annual Budget; and~~ provide the Town Staff and Board of Mayor and Aldermen with recommendations related to economic development activities, policies, and procedures ~~within the corporate boundaries of~~ impacting the Town of Farragut.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee shall consist of one (1) member of the Board of Mayor and Aldermen appointed annually on or around July 01 by the Board of Mayor and Aldermen, and up to eight (8) at-large voting members appointed by the Board of Mayor and Aldermen. Additionally, the committee may appoint one (1) non-voting youth member by majority vote of the committee.

- Exclusive of the requirements of this section, the Town Administrator or his/her designee shall serve as a non-voting ex-officio member of this committee and be responsible for providing Town Staff support to the committee as the Town Administrator deems appropriate.
- The at-large voting members of the committee shall be appointed for a term of four (4) years. At-large voting members shall be limited to two (2) terms on this committee.

- The non-voting youth member's term may be for one calendar year or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee

At-large voting members should hold committee membership until a successor is appointed. The main intent of this committee is to provide diverse review and recommendation of economic development initiatives for the Town of Farragut. To that end, the make-up and qualifications of the at-large membership shall be diverse in background, education, and profession when possible. The at-large members shall be a resident of the Town of Farragut and/or have business interests (business interests are to be defined by the Committee) within the Town of Farragut.

Section II. Appointment

All at-large voting members of the committee shall be appointed by majority vote of the Board of Mayor and Aldermen.

Section III. Committee Responsibilities: The Committee shall:

- a) Be subordinate to the Board of Mayor and Aldermen.
- b) Annually establish committee goals and objectives and requested annual funding to the Board of Mayor and Aldermen, through the Town Administrator, for inclusion into the annual budget. The goals and objectives and funding request shall be formally submitted in writing by the Chairman of the committee to the Town Administrator not later than April 1 of each year for inclusion into the upcoming annual budget.
- ~~c) Unilaterally authorize and oversee economic development initiatives, by majority vote of the committee, within the annually allocated committee budget as authorized by the adopted Town Budget. Expenditures shall be authorized by the committee in accordance with the Town Purchasing Regulations.~~
- ~~d)c)~~ Expenditures should be related to the responsibilities listed in this Charter.
- ~~e)d)~~ Recommend policy and procedures to the Board of Mayor and Aldermen related to economic development.
- ~~f)e)~~ Develop a strategic plan for economic development for the town in keeping with the residential and historical character of the town.
- ~~g)f)~~ Review the zoning ordinance and municipal code as it relates to existing and future retail business and provide recommendations as to where those businesses should be located, ~~through proposed "use" changes in the Zoning Ordinance if necessary.~~
- ~~h)g)~~ Develop a process to recruit quality retail businesses that will complement our existing business community.
- ~~i)h)~~ Provide a ~~verbal annual~~ report annually to the Board of Mayor and Aldermen ~~at the end of the fiscal year.~~
- ~~j)i)~~ Provide recommendations on appointments to the committee to the Board of Mayor and Aldermen.
- ~~j)~~ Annually review this charter and provide recommendations on changes to the Board of Mayor and Aldermen as appropriate.
- k) Review and advise a course of action to the Board of Mayor and Aldermen regarding Action Plans, Memoranda of Understanding, and Funding Requests from the Farragut Business Alliance, the Farragut/West Knox Chamber of Commerce, and all other economic development committees.

Section IV. Attendance at Meetings

At-large voting committee members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend 75% of scheduled meetings. The term of any at-large voting member shall expire on the third absence from committee meetings during the fiscal year. At-large voting members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

A committee member who has any interest in any matter before the committee, that member shall disclose said interest in accordance with the adopted Town Ethics Ordinance. The Chairman shall make the determination on whether that member shall have a vote in said matter. In addition, because the Town of Farragut provides grant funding from time to time to organizations such as the Farragut West Knox Chamber of Commerce and the Farragut Business Alliance, among others, in order to avoid a conflict of interest or the appearance of impropriety, any member of the Economic Development Committee who is also (i) employed by, or (ii) serves as a board member of any organization which has received or will receive funding from the Town of Farragut in the current fiscal year shall not vote on matters involving any such organization which comes before the Economic Development Committee for consideration.

ARTICLE IV. OFFICERS

Section I. Officers

The officers of the committee shall be a chairman, and vice-chairman, ~~and secretary/treasurer~~.

Section II. Nomination and Election of Officers

Any voting member may nominate any other voting member of the committee (other than the Board of Mayor and Aldermen committee member and Town Administrator) to serve as an officer of the committee. Officers of the committee shall be elected by majority vote of the committee. Officers shall be elected upon the first meeting of the fiscal year.

Section III. Terms of Officers

Officers of the committee shall be for a term of one (1) year commencing on July 1.

Section IV. Vacancies

A vacancy in office because of resignation, removal, or otherwise may be filled by majority vote of the committee for the unexpired portion of the term.

Section V. Chairman

The Chairman shall prepare agendas in collaboration with the Town Administrator or his/her designee, preside at all meetings of the committee in accordance with Roberts Rules of Order, call special meetings of the committee, have the authority to cancel called meetings of the committee, provide the annual report to the Board of Mayor and Aldermen, report as requested by the Board of Mayor and Aldermen, and appoint a subcommittee of the committee as needed.

Section VI. Vice Chairman

In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman.

~~Section VII. Secretary/Treasurer~~

~~The Secretary/Treasurer shall record and maintain accurate records and minutes of the proceedings of the committee. The Secretary/Treasurer shall be responsible for the accounting of all expenditures as authorized by the committee in collaboration with the Town Administrator or his/her designee.~~

ARTICLE V. MEETINGS

Section I. Regular Meetings

The committee shall meet once a month at Town Hall with the time and date to be determined by the committee. The committee shall determine and publish the upcoming year's schedule on or around July 1.

Section II. Quorum

A quorum shall consist of a majority of the voting committee members present upon calling of the roll at any meeting.

Section III. Special Meetings

Special meetings may be called by the Chairperson or by simple majority of the committee. Notice of a special meeting may be served by delivering it to the committee

Section IV. Recording of Meeting Minutes

Accurate records and minutes of the proceedings of the committee shall be recorded and maintained.

PROFESSIONAL RETAIL MARKETING SERVICES AGREEMENT

This Agreement is made by and between **Town of Farragut** (“Client” or “Town”) and **Retail Strategies, LLC** (“Contractor” or “Retail Strategies”), an Alabama limited liability company, on the 23rd day of January, 2014, for services and materials for the assignment described as follows:

WHEREAS, the Town desires to contract with a provider for professional retail marketing services and products; and

WHEREAS, Retail Strategies has the requisite experience, abilities and resources to perform the foregoing; and

WHEREAS, the parties desire to enter into this contract with Retail Strategies as an independent contractor, which is ready, willing and able to provide the services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1. Services and Materials. Contractor agrees to perform consulting services and provide the materials as requested in the Client’s Request for Proposals, as well as those described in **Exhibit A** entitled Proposal to the Town of Farragut Retail Research and Retail Recruitment and attached hereto and incorporated herein.

2. Compensation. For the services and deliverables described and referenced in paragraph 1 hereof, Contractor will be paid as provided in **Exhibit A**. The annual fee amounts as provided in **Exhibit A** include all expenses and time of Contractor, its employees, contractors and agents to provide the services and deliverables described herein.

3. Schedule. Contractor shall begin work upon notification of approval of this Agreement by the Board of Mayor and Aldermen and shall complete the work by submitting the final deliverables as outlined in **Exhibit A**, on or before May 1, 2014. Consulting services and updates of materials shall be provided by Contractor throughout the term of this contract, which is contemplated to extend for three (3) years, with options to renew as provided in **Exhibit A**.

4. Invoicing and Payments. Invoices or payment requests shall be submitted to the Client on the following schedule 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:

Year 1

- | | |
|-----------------------------------|--------------|
| 1. Upon execution | ½ Annual Fee |
| 2. Upon execution of deliverables | ½ Annual Fee |

Year 2

- | | |
|--|--------------|
| 1. Upon agreement to update deliverables | ½ Annual Fee |
|--|--------------|

- | | |
|-----------------------------------|--------------|
| 2. Upon execution of deliverables | ½ Annual Fee |
|-----------------------------------|--------------|

Year 3

- | | |
|--|--------------|
| 1. Upon agreement to update deliverables | ½ Annual Fee |
| 2. Upon execution of deliverables | ½ Annual Fee |

In addition, the annual fee for any renewal year opted for by the Town will be due in two semi-annual installments.

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 **Exhibit A**. 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 three (3) months (cumulatively), Contractor's compensation shall be equitably adjusted; provided, however, such adjustment and amendment to this Agreement must be approved by the Board of Mayor and Aldermen 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.

10. Access to the Site/Jobsite Safety. [Intentionally deleted.]

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:

- i. 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.
- ii. 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. Indemnification.

- i. 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.

- ii. 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.
- iii. 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.
- iv. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

15. Miscellaneous.

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

- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

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

CLIENT:

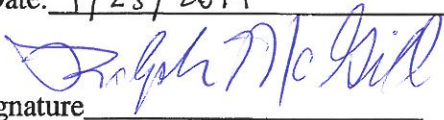
Town of Farragut

Name: Ralph McGill

Title: Mayor

Date: 1/23/2014

Signature



CONTRACTOR:

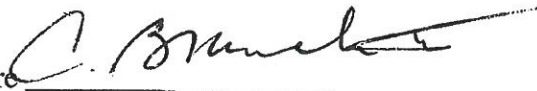
Retail Strategies, LLC

Name: C. Charles Branch III

Title: Managing Partner

Date: January 22, 2014

Signature





PROPOSAL TO THE TOWN OF FARRAGUT RETAIL RESEARCH AND RETAIL RECRUITMENT

INTRODUCTION:

Birmingham based Retail Strategies, LLC is a retail consulting firm offering unparalleled market analysis, strategic planning, and retail recruitment services to municipalities and economic development authorities throughout the Midwest and Southeastern United States.

Retail Strategies, LLC partners with the appropriate agencies to identify, through in-depth research and analysis, opportunities to recruit retail concepts that expand and improve the retail tenant mix and retail tax base throughout the client's community. Our unique research solutions help you better understand the strengths, weaknesses, and opportunities in your retail trade areas through demographic and business analysis, retail gap analysis, and peer analysis.

Once we have completed the research assessment we then focus on the primary benefit of our services – the retail recruitment strategic plan and successful recruitment of retailers. The conclusions of retail research reports are meaningless without effectively executing a Strategic Retail Recruitment Plan.

OUR PROCESS



- Market Analysis
- Retail GAP Analysis
- Retail Peer Identification & Analysis

- Catalog Available Properties
- Identify Retail Prospects
- Develop Recruitment Plan

- Develop Marketing Materials
- Proactive Recruitment of Retail Prospects
- Monthly Reporting to Town
- Representation at National & Regional Conferences



SUMMARY OF RETAIL ANALYSIS AND SERVICES

The project shall consist of a contracted firm that will partner with the Town of Farragut, Tennessee to determine the best practices and materials for local retail marketing and recruitment. The Town of Farragut has provided a minimum list of recommended deliverables below:

- Regional trade area map showing Farragut proximity to regional big box anchor stores and restaurants in Tennessee
- 24" x 36" Aerial Map identifying big box retailers in the Greater Knoxville Area
- 36"x48", 22"x17" and 11"x17" retail aerial maps for Farragut including national retail and restaurant logos, traffic counts, residential values, top employers and schools within view
- Include all information above on each map size and separately
- Thematic Maps showing Population, Growth, Income, Age and Employment Density
- Farragut Schools & Employers: Locations, Enrollment, Grade, and Number of Employees
- Demographic Reports and Corresponding Maps:
 - 3, 5, 7, 10 mile radius rings
 - 5, 10, 15, 20 minute drive times
 - 5, 10, 15, 20 mile drive distance
- Existing and Potential Retail Business
- Excel file containing existing businesses in the Town of Farragut and markets defining retailers by category with projected sales and employment.
- Leakage and Market Potential Reports
- Vacant property and space inventory database with corresponding maps
- 11" x 17" Retail Marketing Flyer with Aerial Map and Market Highlights
- On Going Assistance in Contacts for Retail Recruitment
- ICSC Event Retail Attendee List which details a list of attending retailers with their demographic requirements and size requirements
- Up to 10 demographic reports per month upon request
- Assistance for meetings at ICSC Events
- Access to a meeting table at ReCON (Las Vegas ICSC) and other regional ICSC events
- Recommendations for retail marketing based on changing retail trends
- Frequent industry news articles via email with retail trends, expansions and closures

FINAL DELIVERABLE AND STRATEGIC RETAIL RECRUITMENT PLAN

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account available to the Town of Farragut that serves as a working resource that will be continuously updated with current data, research, the strategic recruitment plan and updates on retail recruitment and development. In addition to the market analysis outlined above, the following will be available through your Retail Strategies BaseCamp account:

1. Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. Local Property Catalog- Retail Strategies, LLC and its partners will work with the Town to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. This will include maps, marked aeriels and all pertinent contact and site specific information relative to each site.
3. Call List and Recruitment Update- an ongoing tracking form to keep the identified Town contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

PROPOSED CONSULTING ENGAGEMENT COSTS

INITIAL ENGAGEMENT: THREE (3) YEARS

PRICING – YEAR 1

2014 AT \$25,500

Deliverable will focus on all retail trade areas for the Town of Farragut and include:

- Initial Market/Trade Area Research and Analysis
- Aerial Maps, Thematic Maps, Daytime Population Maps, Mosaic Lifestyles Map and Report
- Existing and Potential Business, Peer Analysis
- Up to 10 reports per month upon request
- List of contacts and site selection criteria for prospect list
- Strategic Retail Recruitment Plan
- Proactive retail recruitment on behalf of the Town with monthly updates
- Work with local property owners and brokers
- Identify development opportunities and introduce developers to the market
- Representation on your behalf at national and regional retail real estate conferences

PRICING – YEARS 2 & 3

2015 RENEWAL RATE AT \$27,000

2016 RENEWAL RATE AT \$25,000

Retail Strategies, for year two and three of the engagement, will provide updated research of year one and add the following:

- New GAP and Peer Analysis
- On-demand research reports/analysis
- New Prospect by GAP report
- Property catalogue updated

PRICING – YEAR 4 AND BEYOND

The Town of Farragut has the option, beginning in year four, to renew Retail Strategies services on an annual basis at the rate of \$25,000 a year.

ABOUT RETAIL STRATEGIES:

Retail Strategies is a unique consulting platform that offers unparalleled market research and analysis, strategic planning and retail recruitment services to municipalities and economic development authorities throughout the Southeastern United States.

Retail Strategies founding principals (Chuck Branch and Robert Jolly) joined forces in 2011 combining a unique mix of research and analysis skills and technological capabilities with vast national retailer relationships and retail recruitment expertise.

Website: www.retailstrategies.com

PROJECT PRIMARY CONTACTS

Chuck Branch is CEO of Decision Data Resources and co-founded Retail Strategies in 2011. Chuck has spent much of his career managing the development and implementation of large database and GIS projects and solutions for municipalities and workforce development related agencies and organizations across the United States.

Robert Jolly is the President of Birmingham based Retail Specialists, Inc. and co-founded Retail Strategies in 2011. He oversees all financial, development and management aspects of both companies. During his time at Retail Specialists, Inc., he has overseen the leasing and management of more than 5,000,000 sf of retail space and has assisted some of the most well-known tenants in the United States with their expansion into new markets in the Southeast.

Lacy Beasley serves as Vice President of Business Development. She has been involved in Retail Consulting across the Southeast for the past five years as the Government Services Coordinator at The Shopping Center Group. Prior to her work with TSCG, Lacy was with the Dickson County Chamber of Commerce. A graduate of Lipscomb University, she earned her double major in Marketing and Management. Lacy Beasley has served on the ICSC TN/KY Idea Exchange Committee, CCIM Economic Outlook Committee, and Economic Development Association of Alabama [EDAA] Retail Committee.

FOR MORE INFORMATION – CONTACT:

Lacy Beasley
Vice President Business Development
Retail Strategies
Office: (205) 490-2829
Mobile: (615) 330-7987
Email: lacy@retailstrategies.com

Chuck Branch
Partner
Retail Strategies
Office: 205-871-0353
Email: cbranch@retailstrategies.com

Robert R. Jolly, Jr.
Partner
Retail Strategies
Office: 205-871-0353
Email: robert@retailstrategies.com



**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the Town of Farragut, Tennessee (hereinafter referred to as “Client”) on this the ____th day of _____, 2014, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the “Project”), which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within two (2) calendar years which shall commence on the date this agreement is executed.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$25,500** for the first year. Payment is to be made upon execution of this agreement and receipt of the invoice from Retail Strategies, LLC. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for years two shall be **\$27,000** payable in the same manner as set forth above. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of **\$25,000** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Chuck Branch, Robert Jolly, Lacy Beasley and Bill Hankins, or other employees as deemed necessary by Consultant. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

11. INDEMNIFICATION

Consultant shall defend, indemnify and hold the Client, its officers, agents and employees free and harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of Consultant or its respective owners, officers and employees in the performance of this agreement. Client shall defend, indemnify and hold the Consultant, its officers, agents and employees harmless from and against any claims, demands, actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third parties which are related in any way or are associated with the negligence, tortious acts or other unlawful conduct of the Client or its respective agents, officers and employees in the performance of this agreement.

12. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

13. TERMINATION

The Client reserves the right with or without cause, to terminate this agreement after the initial two year term by giving written notice to Consultant of such termination at least thirty (30) days before the start date of the next renewing term. In the event of termination pursuant to this paragraph, Consultant shall cease performing any work pursuant to this agreement and be entitled

to compensation for services rendered through the effective date of termination. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

14. CONFLICT OF INTEREST

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

15. NOTICES/PARTIES REPRESENTATIVES

The representative of the Client for this agreement shall be David Smoak, Town Administrator.

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client:

Town of Farragut, Tennessee
11408 Municipal Center Drive
Farragut, TN 37934

Consultant:

Retail Strategies, LLC
120 18th Street South
Suite 201
Birmingham, AL 35233
Attention: Lacy Beasley

16. REPRESENTATIVE CAPATOWN

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

17. MISCELLANEOUS

CapaTown: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capaTown to enter into this agreement, to perform and to conclude the same including the capaTown, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capaTown for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

Governing Law: The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Arbitration: Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.

CLIENT:

Town of Farragut, Tennessee

By _____

Title _____

Date _____

CONSULTANT:
RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

SUMMARY OF RETAIL ANALYSIS AND SERVICES:

- Custom Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with the Town of Farragut
- Mosaic Lifestyles – Market Segmentation Analysis
- Retail Gap Analysis
- Retail Peer Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Identification of Retail Prospects
- Retailer Recruitment and execution of the Retail Leasing Strategic Plan

FINAL DELIVERABLE AND RETAIL STRATEGIES, LLC: STRATEGIC RETAIL RECRUITMENT PLAN

Upon completion of the research, the Retail Strategies team will provide all research deliverables to the Town of Farragut in an electronic format via Basecamp or a similar online project management platform. The research deliverables uploaded to the platform will serve as a working resource which will be continuously updated with current data and research. The representative of the Client for this engagement will have username/password protected access to all deliverables and may share such information with other parties as deemed necessary and appropriate. All research deliverables will be conveniently tabbed for easy review.

Also included in the deliverable package will be the Strategic Retail Recruitment Plan to be prepared and executed by Retail Strategies, LLC. Included in this portion of the package are the following:

1. Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. Local Property Catalog- Retail Strategies, LLC will work with the Town of Farragut to catalog all local commercial properties that may be suitable sites to present to prospective new retailers. Inclusive in this tab is a map, marked aerial and all pertinent contact and site specific information relative to each site.
3. Call List and Recruitment Update- an ongoing tracking form to keep Town contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

As part of Consultant's execution of the Strategic Retail Recruitment Plan, Consultant will represent the Town of Farragut at the appropriate national and regional ICSC conferences.



Farragut, Tennessee

Overview of Engagement & Scope of Work Update

November 30, 2016

The following items were completed during our “Discovery Phase” -The initial 90 days (All research and reports have been posted and are available to you via Basecamp)	
Analytical & Quantitative Research	✓ TRADE AREA IDENTIFICATION: ▪ 3,5,10 Mile Radius Ring ▪ 5,10,15 Minute Drive Time ✓ DEMOGRAPHIC REPORTS FOR EACH TRADE AREA ✓ CONSUMER ATTITUDE & BEHAVIOR ANALYSIS ✓ DISTANCE TOLERANCE / VOID ANALYSIS ✓ MAPPING & AERIAL IMAGERY: ▪ Competitive Market Aerial ▪ Thematic Demographic Mapping ▪ Market Retail Competitor Aerial ✓ PEER MARKET COMPARISON REPORT ✓ RETAIL GAP ANALYSIS
In-Market Real Estate Analysis “Boots on the Ground”	✓ In-Market Real Estate Analysis Completed in 2014 by Retail Strategies Real Estate team. ✓ Completed assessment of existing retail real estate landscape ▪ Identified new development, re-development, and higher & better use opportunities ▪ Completed analysis of tenant mixture of shopping centers & retail corridors
Property Catalog & Prospect List	✓ Property Catalog Created of Retail Real Estate Opportunities ▪ More than 35 Properties were identified as current and/or long term retail opportunities within the city limits ▪ Retail Strategies began outreach efforts to local brokers or property owners associated with identified properties ✓ Retail Recruitment Prospect List Created ▪ Over 100 Retail Prospects were identified using peer analysis, GAP analysis, retailer expansion plans, and general industry intuition
Custom Marketing Materials	✓ Farragut’s Custom Marketing Guide Completed and approved by town
Strategic Retail Recruitment Plan	✓ Farragut’s Retail Recruitment Plan was completed and presented to the town in July 2014

Prospecting & Scope of Work Highlights 2014-2016

Local Outreach	☒ Local broker and property owner outreach. ▪ Throughout the last three years we have been in communication with numerous property owners and brokers who represent sites in the market to offer our assistance to them and help market their sites. The following highlights some of the connections we have made in the market: • Spake Real Estate • GBT • Cornerstone Realty Associates • Local broker for Ford property • White Realty • Baker Storey McDonald • Coldwell Banker • Holrob • Deep River Partners • Blanchard & Calhoun • NAI Knoxville • First Commercial Real Estate • Hatcher-Hill Properties • Bayer Properties • Conversion Properties • Five Oaks Development ☒ Site specific demographic and research reports have been provided to local brokers and property owners to aid in the marketing of their property.
Research & Marketing Materials	☒ Custom Marketing Materials Updated for 2016 (see attached) ☒ Research updated to include mobile tracking data to determine Farragut's consumer footprint (also attached) ☒ Retail Industry Trend Reports posted to Basecamp ☒ Access to webinars focusing on the latest trends with regards to retail and real estate ☒ Annual Presentations to local real estate brokers and town representatives
Retail Recruitment Progress	☒ Identified national retailers from 15 specific categories that are both in expansion mode and looking for markets similar to Farragut ▪ 24 Full-Service Restaurants ▪ 18 Limited-Service Restaurants ▪ 25 Quick-Service/Fast-Casual Restaurants ▪ 2 Coffee, Juice and Smoothie ▪ 15 Clothing Stores ▪ 6 Exercise/Fitness and Sports & Recreation ▪ 2 Pet Stores ▪ 3 Hobby & Craft ▪ 4 Footwear Stores

	▪ 6 Home Furnishing ▪ 4 Specialty Grocery ▪ 9 Automotive & C-Store Concepts ▪ 9 Health & Medicine ▪ 5 Home Improvement & Appliance ▪ 8 Grocery Stores ☒ On-going communication and marketing efforts on behalf of Farragut to these retailers providing town guide and available properties.
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2014-2016 Conferences Representation	
ICSC Southeast Conference and Deal Making November 1-3, 2016 October 26-28, 2015 October 27-29, 2014	Held annually these deal making events are a great opportunity for owners, developers, retailers, brokers, lenders, municipalities, property asset managers and product and service providers to gather under one roof to exhibit, make deals and form successful business partnerships. The Conference has averaged over 3,000 attendees for the two day deal making event the last few years.
Tennessee/Kentucky Idea Exchange March 7-8, 2016 July 23-24, 2015 July 9-10, 2014	Tennessee/Kentucky Idea Exchange is a two-day regional meeting with 500-700 owners, developers, retailers, brokers, lenders, municipalities, property asset managers and product and service providers in attendance. This show provides an opportunity to gain information about current industry trends, meet and interact with retailers expanding in this region.
RECon- The Global Retail Real Estate Convention May 22-25, 2016 May 17-20, 2015 May 19-22, 2014	The annual ICSC RECon is the largest gathering of real estate professionals in the world. Each year Retail Strategies secures a booth to conduct hundreds of meetings with retailers, developers and brokers on behalf of our clients. Many of these meetings are high level and the follow up is where the deals begin to move forward. Our company had meetings with over 250 retailers, developers and brokers during this three-day deal making event. RECon 2016 was very well attended with over 36,000 retailers, developers and brokers.
ICSC Conferences Attended by Retail Strategies	▪ Carolina Idea Exchange ▪ New York National Deal Making ▪ Texas Conference and Deal Making ▪ Chicago Deal Making ▪ Western ICSC ▪ Gulf South Conference
Upcoming 2016-2017 Conferences	Retail Strategies will be representing Farragut at the following conferences in 2016/17: ▪ New York National Conference-December 5-6, 2016; New York, NY ▪ Carolina Conference & Deal Making- March 20-21, 2017; Charlotte, NC ▪ RECON- May 21-24, 2017; Las Vegas, NV ▪ Tennessee/Kentucky Idea Exchange- July 25-26, 2017; Nashville, TN

On-going efforts and work still to be done in 2017	
Farragut Gateway	Our team has promoted the site at the corner of Campbell Station and Kingston to multiple groups and our efforts are on-going to help fill the available space.
Former Ingles Center	Our team has met with the leasing group to find a way to get interested tenants in this center. We want to continue these efforts and see this center occupied.
Home Improvement	Our team along with the town of Farragut have met with the real estate team of a home improvement and appliance concept that has the town as a potential market. We have provided demographic information to them and continue to stay in touch.
Ford Property	We've met with several multi-family groups and had interest on this property over the course of our engagement.
Former Kroger Center	Our team has portfolio reviews on a regular basis with developers and shopping center owners that look for vacant centers to re-develop. We will continue promoting Farragut and the available shopping centers in the market.
Possible development along Kingston Pike	We will continue promoting the large site along Kingston Pike and make sure retailers are aware of the possible development.
Fast-Casual New to Market Concepts	Our team continues to make progress reaching out to up and coming fast-casual concepts that are looking for markets similar to Farragut. We want to make sure the town is on their radar as they make their plans for new stores.
Fitness Concept	There is a fitness concept that we've met with multiple times and provided information on the market and available spaces. They are working on existing space.
Available Commercial Sites	Our team provides as much information as possible to prospective retailers for available sites in the market; we will continue updating our property catalog annually.
Marketing	- Our team will update all marketing materials prior to 2017 conferences along with demographic information. - Identify new GAPs and focus categories



**MOBILE TRACKING DATA
PRECENT DISTRIBUTION REPORT**



WHAT IS MOBILE TRACKING?

This mobile tracking service uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. By drawing a polygon around a specific business or location we are able to gather valuable data about the customer base that has actively used their mobile device while in the polygonned location.

HOW DO WE USE MOBILE DATA?

This tool allows us to see where customers are coming from to shop in your market using actual data. This information is used to optimize your trade area, analyze business locations, compare frequency of visitors, and assist retailers in site selection. This is intended to support the trade area but does not solely define the trade area.

WHAT DOES MOBILE DATA SHOW?

Once the polygon is drawn around the designated location we then specify a time frame in order to compare visitor patterns. The resulting data is based on the shoppers who visited the defined location during the designated time period. The system produces latitude/longitude points to showing the likely home and work locations of the visitors from which trade areas are derived. These data inputs are updated as quickly as every 24 hours.



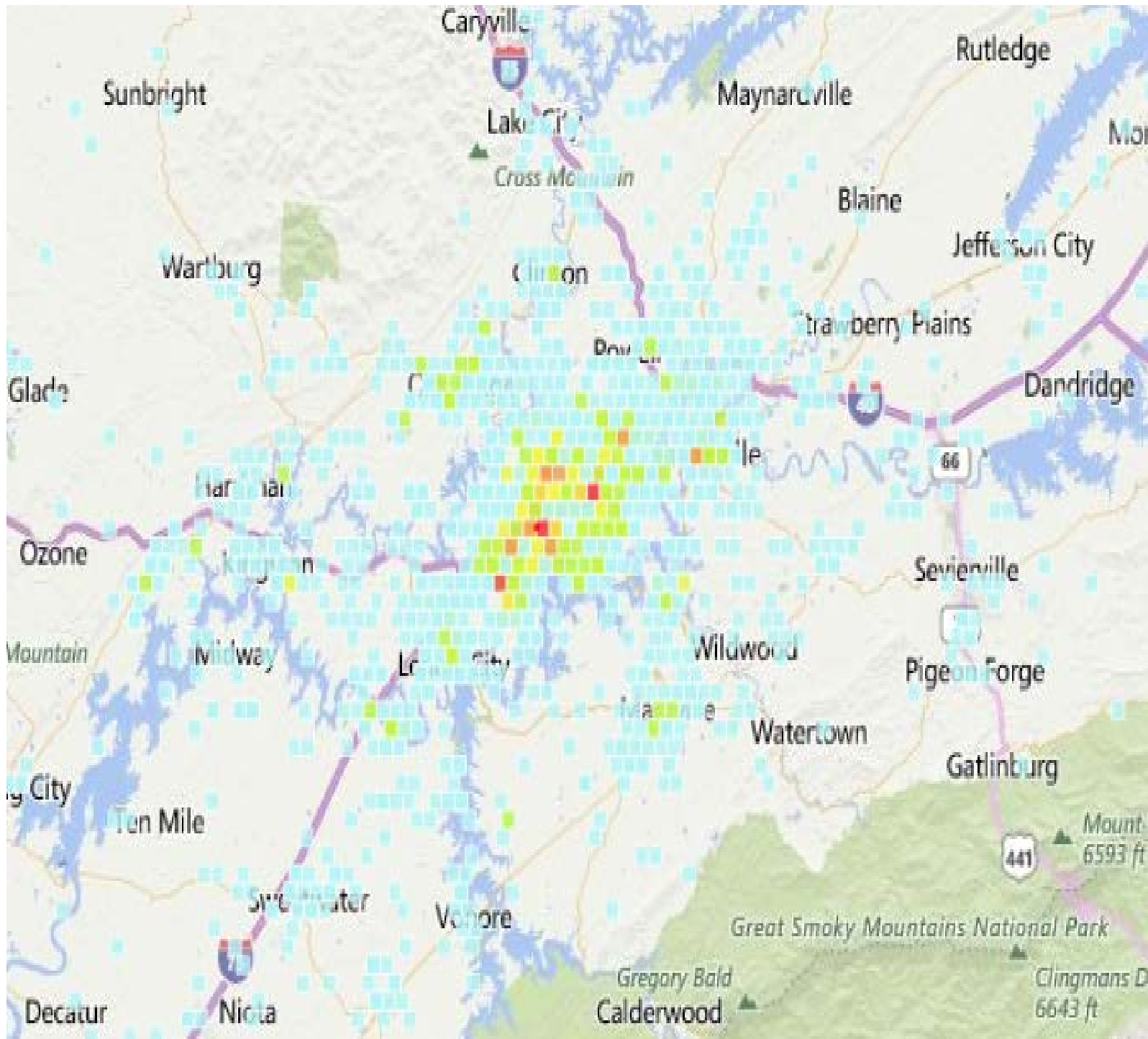


retail strategies

MOBILE TRACKING DATA PERCENT DISTRIBUTION REPORT

% Distribution

0.01% to 0.25%
0.25% to 0.5%
0.5% to 1%
0.75% to 1%
> 1%



Map depicts mobile tracking of active cellular devices from Turkey Creek located in Farragut, TN between November 1, 2015 and November 1, 2016.