

A G E N D A

FARRAGUT BOARD OF MAYOR AND ALDERMEN

May 10, 2012

WORKSHOP

6:00 PM

Fee Schedule & Budget Update

BEER BOARD

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. April 26, 2012
- VI. Business Items**
 - A. Resolution in support of the Knox County schools
 - B. Approval of Memorandum of Understanding between the Town of Farragut and the Farragut West/Knox Chamber of Commerce
- VII. Town Administrator's Report**
- VIII. Attorney's Report**

FARRAGUT BEER BOARD

May 10, 2012

6:55 PM

I. Approval of Minutes

A. December 8, 2011

II. Consider Approval for a On-Premise Beer Permit for:
Kasumi Thai Café, 743 N Campbell Station Road

FARRAGUT BEER BOARD

December 8, 2011

Ron Honken, Chairman, called the beer board meeting to order at 6:55 PM. Elected officials present were Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli.

Approval of Minutes

Motion was made to approve the minutes of October 27, 2011 as presented. Moved by Alderman LaMarche, seconded by Alderman Elliott; voting yes, Aldermen Elliott, Honken, LaMarche and Markli; Mayor McGill abstained; no nays; motion passed.

Consider Approval for a On-Premise Beer Permit for:

Motion was made to approve an on-premise beer permit for Hampton Inn & Suites Farragut, 11340 Campbell Lakes Drive. Moved by Mayor McGill, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Beer Board meeting adjourned at 6:57 PM

Ron Honken, Chairman

Allison Myers, Town Recorder

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: Off-Premise ☐ On-Premise ☐ On/Off-Premise ☐ Special Occasion ☐
3. Name of Applicant(s) (Owner(s) of Business) LIANG YING LIN and
XIAO SONG ZHANG
4. Type of applicant (check one):
Person ☐ Firm ☐ Corporation ☐ Joint-Stock Company ☐ Syndicate ☐ Other partner ship
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: 10033 MADISON RIDGE LANE KNOXVILLE, TN 37922
7. Date of Birth 07/18/1973 Home Telephone Number (865) 803-7639
Business Telephone Number (865) 218-1010 Social Security Number [REDACTED]
8. Representative Email Address: kasumi.thai.cafe@gmail.com
9. Under what name will the business operate?
10. Business address 743 N. Campbell Station Rd. Knoxville, TN 37934
Business Telephone number (865) 218-1010
11. Specify the identity, email and physical address of the person to receive annual privilege tax notices and any other communication from the Town:
12. Information of any manager, other than the applicant:
Name: XIAO SONG ZHANG Birth Date: 03/08/1965
Address: 10704 OLIVE GROVE LN Knoxville, TN 37934

Phone Number: (865) 384-9038

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? No If so, specify, where, when, and why:

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

~~THE~~ NORMAN TAT INC PO BOX 3843 KNOXVILLE TN 379
27

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 High School

18. Special Occasion Event Name: _____

Location of the special occasion event: _____

Event Date & Times: _____

Representative name & phone number: _____

Have you received a special event permit to hold the event in the Town of Farragut? _____

19. Tennessee Sales Tax Number: 454126525

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.

[Signature]

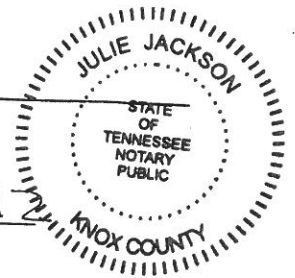
Signature of Applicant/Owner (or authorized Corporate Official)

Sworn to and subscribed before me this 24th day of April, 2012

Julie Jackson

Notary Public

My Commission Expires: 1-5-2016



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

Apr. 30, 2012 1:52PM
From:

No. 1352 P. 2
04/30/2012 12:20 #067 P.002/002

Dr. Ralph McGill, Mayor
Mary Dorothy LaMarche, Vice-Mayor
David Smoak, Town Administrator
Allison M. Myers, Town Recorder



Jeff Elliott, Alderman
Ron Honken, Alderman
Robert N. Markli, Alderman

April 30, 2012

Lt. Allen "Wolfe" May, Beer Inspector
Knox County Sheriff Department
400 Main Street
Knoxville, TN 37902

Dear Lt. May:

The Town of Farragut has received an application for a beer permit that will be considered for approval by the Farragut Beer Board. I will need the requested as soon as you can get it in order to schedule the meeting. If you have any information on file concerning the following applicant, I would appreciate the information:

Xiao Song Zhang
10033 Madison Ridge Lane
Knoxville, TN 37922

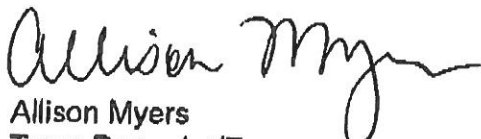
A/F



CHECKS OK
"WOLFIE"

Thank you for your cooperation. Please call me if you have any questions.

Sincerely,


Allison Myers
Town Recorder/Treasurer

AGENDA NUMBER Workshop

MEETING DATE May 10, 2012

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: G. Palmer, Assistant Town Administrator on Behalf of the E-Government Team



Digitally signed by Gary Palmer
DN: cn=Gary Palmer, o=Town of
Farragut, TN, ou=Administration,
email=g.palmer@townoffarragut.c
rg, c=US
Date: 2012.05.03 11:59:03 -0400

SUBJECT: E-Payment Option through the Town's Website; Certain Permits and Town Services

INTRODUCTION:

The Town's E-government Strategic Plan was adopted with the intent of guiding the Town through the proper implementation of "best practices" in E-government service delivery. The subject system is considered a best practice in e-government service delivery. The E-Government Team has researched this system, compared marketed systems, corresponded with other communities regarding the pros and cons of each comparison, and recommends an incremental implementation of the e-pay option.

DISCUSSION:

Since the e-pay option will require a service fee, it should be reviewed and considered by the Board in connection with the annual fee schedule review.

I will be prepared to discuss the following elements at your meeting:

- E-pay as an option
- E-pay service fees
- Possible incentives
- Implementation

RECOMMENDATION BY:

E-Government Team

PROPOSED MOTION:

Approve the implementation of the E-pay option.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>HONKEN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

FY2013 Fee Schedule

		<u>Approved Fee</u>
<u>Administration</u>		
Beer Permit		\$250
Beer Permit Privilege Tax		\$100
Retail Liquor Store Application		\$300
Liquor Privilege Tax		
	Private Club	\$300
	Hotel & Motel	\$1,000
	<u>Restaurants, according to seating</u>	
	75-125 seats	\$600
	126-175 seats	\$750
	176-225 seats	\$800
	226-275 seats	\$900
	276 seats & over	\$1,000
Wine Privilege Tax	20% of fee of Liquor privilege tax, based on seating capacity	20%
<u>Engineering</u>		
Drainage Fee		
	Commercial/Office Development	\$0.02 per square foot of impervious surface
	Residential Development	\$30 per subdivision lot
Road Cut/Boring Fees	Paved Street	One dollar (\$1.00) per square foot of surface excavated, with a minimum fee of ten dollars (\$10.00) per permit.
	Paved areas within public rights-of-way, or other public places (driveways, parking lots, etc.)	Fifty cents (\$0.50) per square foot of surface excavated, with a minimum fee of ten dollars (\$10.00) per permit.
	Bores	Ten dollars (\$10.00) for each bore.

<u>Community Development</u>		<u>Approved Fee</u>
	Illegal Parking (in fire lanes)	\$25
	Special Events Permit	\$25
	Zoning Letter	\$25
	Trailblazer Signs	\$250
	Licensing Fee	\$100
Building Permits	The permit fees are per the "Building Validation Data", which is provided by the International Code Council and the total valuation as follows:	
	Total Valuation:	
	\$1,000 and less	No fee, unless inspection required, in which case a \$25 fee for each inspection shall be charged
	\$1,001 to \$50,000	\$25.00 for the first \$1,000, plus \$6.50 for each additional thousand or fraction thereof, to and including \$50,000.
	\$50,001 to \$100,000	\$340 for the first \$50,000, plus \$5.25 for each additional thousand or fraction thereof, to and including \$100,000.
	\$100,001 to \$500,000	\$600 for the first \$100,000, plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.
	\$500,001 and up	\$2,260 for the first \$500,000, plus \$2.60 for each additional thousand or fraction thereof.
Gas Mechanical Fee		\$100
Plumbing Permit		\$25, plus \$5.00 for each fixture
Gas Permit		\$25 for first tap, plus \$5.00 for each additional tap

	<u>Approved Fee</u>
Mechanical Permit	\$25 for first \$1,000, plus \$5.00 for each additional thousand or fraction thereof.
Boilers (any occupancy) 33,000 Btu (IBHp) to 165,000 (5BHp)	\$10.00 plus \$5.00
165,001 Btu (5BHp) to 333,000 (BHp)	\$10.00
333,001 (10BHp) to 1,165,000 (52BHp)	\$15.00
1,165,001 (52BHp) to 3,300,000 (98BHp)	\$25.00
over 3,300,000	\$35.00
Swimming Pool Permit	
Public Pool	Per total value of construction as per building permit
Private pool (one & two family)	Per total value of construction
Pool fillings system, including backflow prevention	\$1.50 ea
Gas piping system (separate gas permit)	See Gas Permit
Backwash receptor	\$1.50 ea
Demolition Permit (for demolition of any building or structure)	
0-100,000 cu. Ft.	\$100
100,001 cu. Ft. and over	\$1.00/1,000 cu. Ft.
Moving Permit (for moving any building or structure)	\$100, plus any applicable bonds
Re-Inspection Fee	\$50 for 1st inspection and \$100 for each additional inspection
Plan Review Fee	Fee is one half of the calculated Building Permit Fee, which is to be paid at the time of plan submittal. One and two family dwellings are exempt.

		<u>Approved Fee</u>
Re-submittal Plans Review Fee		Re-submittal fees are a minimum of \$100 or one half of the calculated building permit fee based on the difference between the original building value and the revised building value, whichever is greater.
Fire Prevention Fee	Fire Sprinkler System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	Fire Alarm System Permit	\$0.02 per sq. ft. or \$100 (whichever is greater)
	All other permits	\$50.00
Subdivision Fees	Concept Plan	\$100
	Preliminary Plat	\$100 plus \$25/lot
	Final Plat	\$100 plus \$25/lot
Site Plan Fees		\$100
Landscape Plan Fees		\$50
Zoning Ordinance & Subdivision Regulations Text Amendment Fees	Amend written text	\$250
Zoning Map Amendment Fees	Amend map	\$300
Municipal Code Text Amendment Fee		\$250
Sign Fees	Application to erect a sign.	\$100
	Replacement or installation of a sign erected prior to obtaining approval by the Town	\$175
Home Occupation Fee		\$50
Administrative Relief, Variance, and Special Exception		\$100

<u>Parks & Leisure Services</u>		<u>Approved Fee</u>
<u>Facility</u>		
Community Room Rental		\$10 per hour; \$15 with kitchen
Picnic/Pavilions Rental	Essex (AP); Burnside (CSP)	\$25 half day/ \$40 full day
	Hartford & Saratoga (AP); Longstreet (CSP)	\$45 half day/\$80 full day
	McFee Small	\$60 half day/\$100 full day
	McFee Large	\$70 half day/\$120 full day
Athletic	Fields (Diamond & Rectangular)	\$15 per hour
	Softball Fees	\$300 per team
	Competitive, Recreational & Intermediate Volleyball Fees	\$135 per team
	Open Volleyball Fees	\$50 per team
	Kickball Fees	\$50 per team
Field Closed Non Compliant Fee**		\$100 per event
For-Profit/Park Usage Fee		\$25 per hour
Special Event Park Use Fee - Campbell Station Park Only		\$200 per 4 hours
		\$50 per hour for each additional hour
*Proposed by the Parks and Athletics Council - Feb. 2011		
**Imposed by field use groups who do not abide by the field closure regulations		

REPORT TO THE TOWN ADMINISTRATOR

PREPARED BY: Bud McKelvey, Public Works Director

SUBJECT: Program Change Request for a Part-Time Administrative Assistant

INTRODUCTION: The Public Works Department is requesting a Part-Time Administrative Assistant

DISCUSSION: This person will do all of the day to day operations in office and report to the Public Works Director. For example:

- Record activities
- File
- Keep records in order
- Print work orders and record for completion
- Check off time sheet and record overtime
- Keep all maintenance logs up to date
- Writing contracts for the purchase of equipment & projects
- Price quoting for purchases

JUSTIFICATION: This position will increase productivity for both of the foreman by cutting down on paperwork and phone time that is usually spent in the office. This position will allow the Director and foreman to spend more time working with the crews to insure assignments are completed on schedule. Our response to citizens will increase by having someone in office to respond to requests. This position will be the main point of contact.

SUPPORTING MATERIALS & EQUIPMENT: The total amount needed for supporting materials and equipment would be \$4140.00. Items needed:

- Shelving: \$ 380.00
- Computer, Monitor & Printer: \$2,500.00
- Chair: \$600.00
- File Cabinet: \$660.00

Total: \$4140.00

DIRECT & ALLOCATED COST: This would be a part time position with an average of 25 hours per week. The position would accumulate ½ sick and annual leave each month. The cost for the person would not exceed \$21,500 per year.

PERFORMANCE MEASURES: The desired effect is to move the Public Works Department into a more professional operating group. Our service to the community would increase by having teams in the field more. The cost benefits could be shown as the amount of time the director and foremen have time to complete their tasks more efficiently.

RECOMMENDED BY:



DATE: 3/14/12

APPROVED BY:

DATE:

PW Administrative Asst.

	Min	TARGET	Mid
Grade 9-annual	\$28,962		\$36,927
Grade 9-per hour	\$13.92	\$14.50	\$17.75

25 hours/week	Schedule	weekly salary	annual salary	Social Security	Leave (96 hours-Annual)	W/C TOTAL
	M-F 8-1:00	\$362.50	\$18,850.00	\$1,168.70	\$1,392.00	59.91
	M-F 8:30-1:30					
	M-TH 8-2:30					
						\$21,470.61

GIS Analyst

	Min	Mid
Grade 11	\$32,850	\$41,884
hourly	\$15.79	

Schedule	annual salary	Social Security	Retirement@ 4%	Annual Leave (192 hours)	Annual Benefits (F)*	W/C TOTAL
M-F 8-5	\$32,850	\$2,037	\$1,314.00	\$3,032	\$18,535	104.38
						\$57,873

*Single benefit coverage is 34% of family coverage
*medical, dental, vision

MINUTES

FARRAGUT BOARD OF MAYOR AND ALDERMEN

April 26, 2012

WORKSHOP

6:15 PM

School Grant Discussion & FY2013 Budget Review

BMA MEETING

7:00 PM

- I. Silent Prayer, Pledge of Allegiance, Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
 - A. Presentation by Knox County Sherriff Jones
- IV. Citizens Forum**
- V. Approval of Minutes**
 - A. March 22, 2012
 - B. April 12, 2012
- VI. Ordinances**
 - A. Second Reading
 1. **Ordinance 12-06**, an amendment to the Farragut Municipal Code, Title 14 Land Use Controls, to create minimum building facade requirements
 2. **Ordinance 12-05**, an amendment to the Farragut Municipal Code, Title 5, to add Chapter 3, Business Registration Program
 3. **Ordinance 12-07**, Ordinance to amend Fiscal Year 2012 Budget
- VII. Town Administrator's Report**
- VIII. Attorney's Report**

The Farragut Board of Mayor and Aldermen met in a regular session on Thursday, April 26, 2012 at 7:00 p.m.

Members present were Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli.

Approval of Agenda

Motion was made to approve the agenda with an amendment to postpone item VI.A.1, Ordinance 12-06. Moved by Alderman Markli, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Mayor's Report

Captain Bobby Hobbs presented the Knox County Sherriff's new website and introduced Captain Jeff Palmer who will be located at the Farragut Town Hall office.

Citizens Forum

Denny Wren, 12224 W. Ashton, spoke to the board about fire departments, KAT and the Sherriff's office.

Steve Williams, 721 Virtue Road, addressed the board with concern to Ordinance 12-06, building façade ordinance. He requested to be included in future discussions concerning this ordinance.

Damon Falconnier, 11605 Gates Mill, expressed his opposition to Ordinance 12-06, building façade ordinance and Ordinance 12-05, Business registration program ordinance.

Approval of Minutes

Motion was made to approve the minutes of March 22, 2012 as presented. Moved by Alderman LaMarche, seconded by Alderman Elliott; voting yes, Mayor McGill, Aldermen Elliott, LaMarche and Markli; no nays; Alderman Honken abstained; motion passed.

Motion was made to approve the minutes of April 12, 2012 as presented. Moved by Alderman Honken, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Honken and LaMarche; no nays; Aldermen Elliott and Markli abstained; motion passed.

Ordinances

Second Reading

Ordinance 12-06, an amendment to the Farragut Municipal Code, Title 14 Land Use Controls, to create minimum building facade requirements

Postponed

Ordinance 12-05, an amendment to the Farragut Municipal Code, Title 5, to add Chapter 3, Business Registration Program

Motion was made to table Ordinance 12-05. Moved by Mayor McGill, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Ordinance 12-07, Ordinance to amend Fiscal Year 2012 Budget

Motion was made to approve Ordinance 12-07 on second and final reading. Moved by Alderman Elliott, seconded by Alderman LaMarche; voting yes, Mayor McGill, Aldermen Elliott, Honken, LaMarche and Markli; no nays; motion passed.

Town Administrator's Report

David Smoak announced the following events:

April 28, Admiral Farragut Park-birthplace dedication

April 30, Community forum for the Town strategic plan

May 8, Community forum for the Farragut land use plan

The McFee Park splash pad is now open.

Meeting adjourned at 8:05 PM.

Ralph McGill, Mayor

Allison Myers, Town Recorder



TOWN OF FARRAGUT

RESOLUTION R-2012-05

A Resolution of the Town of Farragut, Tennessee in support of Knox County Schools

WHEREAS, having a successful school system is a fundamental part of creating and maintaining a great community and quality of life for all Knox County residents; and

WHEREAS, the Knox County schools are an integral part of why businesses move to Knox County, invest in our community and increase economic development in the region; and

WHEREAS, the children in Knox County schools are the future leaders of our community and deserve the highest quality education that will enhance their opportunities to be successful in the future; and

WHEREAS, the Town of Farragut created the Farragut/Knox County Schools Education Relations Committee to assist our community in determining how the Town can best support the children in the Knox County schools;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF FARRAGUT, TENNESSEE, that the Board supports the Knox County Schools and the continued enhancement of our education system to help increase learning opportunities for the children in our community.

This Resolution is duly adopted by the Board of Mayor and Aldermen of the Town of Farragut on this 10th day of May 2012.

Ralph McGill, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator



SUBJECT: Approval of Memorandum of Understanding between the Town of Farragut and the Farragut West Knox Chamber of Commerce

INTRODUCTION: The purpose of this agenda item is to consider approval of a memorandum of understanding (MOU) between the Town of Farragut and the Farragut West Knox Chamber of Commerce.

DISCUSSION: The Farragut Chamber and the Town of Farragut have been partners in the business development of the Town since the Chamber's incorporation 25 years ago. In the past couple of years the Chamber has requested funding through the traditional community grant process. With the approval of this MOU, the Chamber and Town will make a long term commitment and to continue this current partnership.

As outlined in the MOU, the Farragut/West Knox Chamber of Commerce will receive semiannual payments over the course of 5 years from the Town of Farragut totaling \$75,000. The outlines that the Chamber will perform the following services and provide the following support to the Town and its businesses located with the Town's boundaries:

- Continue to provide the Town all benefits that are included as being an "Admiral Elite" Enterprise Club Member
- The Town shall be recognized as a sponsor at all Chamber events and functions
- Provide the Town with a complimentary table at all events and functions
- Display the Town logo prominently on the Chamber's website with linked capabilities to the Town website
- Conduct business development activities generally as follows;
 - Promote local business through events and marketing strategies to enhance retail revenues;
 - Communicate and coordinate economic development activities between the Farragut Business Alliance, the Knoxville Chamber Partnership and East Tennessee Hispanic Chamber of Commerce;
 - Continue to partner with the Tennessee Small Business Development Center to provide assistance to small business;
 - Assist prospective business owners on how to open a business in Farragut and provide informational packets to the public;
 - Assist the Town in the recruitment of new retail and office business;
 - Increase the Chamber membership base of businesses located in the Town of Farragut.

The Town of Farragut will provide the following in-kind benefits to the Farragut/West Knox Chamber:

- All fees for authorization and/or permits will be waived for the Chamber 5k and Holiday Open House;
- Town of Farragut shall provide staff support in order to assist with the Chamber 5k;
- Complimentary use of Farragut Town Hall for Chamber new member orientation meetings.

The supporting documents that follow this report are the memorandum of understanding and the description of an "Admiral Elite" Enterprise Club Member.

RECOMMENDATION BY: The Economic Development Committee recommended approval of the attached MOU at its May 2, 2012 meeting.

PROPOSED MOTION: To approve a Memorandum of Understanding between the Town of Farragut and the Farragut West Knox Chamber of Commerce as attached.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>ELLIOTT</u>	<u>LAMARCHE</u>	<u>MARKLI</u>	<u>HONKEN</u>	<u>MCGILL</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into as of the _____ day of _____, 2012 by and between Farragut West Knox Chamber of Commerce, a _____ ("Chamber") and The Town of Farragut, a municipal corporation created under the laws of the state of Tennessee (the "Town").

WHEREAS, the Town seeks to further economic development for the benefit of its citizens and business to enhance awareness of local businesses and increase marketing through the use of publications and special events;

WHEREAS, the Town desires to further these economic development objectives of promoting local business by coordinating with the Chamber to better serve their needs and to provide support and services designed to attract the citizens of the Greater Knoxville Area to patronize the Town's businesses; and

WHEREAS, the Chamber possesses the qualifications and desire to assist with events to enhance economic development within the Town and the awareness of the Town's businesses and community; and

WHEREAS, the parties desire to memorialize herein the terms and conditions of an agreement whereby the Town commissions the Chamber to undertake services and provide support to the Town in these efforts.

NOW, THEREFORE, in consideration for the terms, conditions and agreements provided for hereinafter, the sufficiency of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. Engagement. The Town hereby engages the Chamber to perform the following services and to provide the following support to the Town and its businesses located within the Town's boundaries:
 - (a) Continue to provide the Town all benefits that are included as being an "Admiral Elite" Enterprise Club Member, which benefits are described on Exhibit A attached hereto and incorporated herein by reference;
 - (b) The Town shall be recognized as a sponsor at all Chamber events and functions;
 - (c) Provide the Town with a complimentary table at all events and functions;
 - (d) Display the Town logo prominently on the Chamber's website with linked capabilities to the Town website
 - (e) Conduct business development activities generally as follows;
 - (i) Promote local business through events and marketing strategies to enhance retail revenues;

- (ii) Communicate and coordinate economic development activities between the Farragut Business Alliance, the Knoxville Chamber Partnership and East Tennessee Hispanic Chamber of Commerce;
- (iii) Continue to partner with the Tennessee Small Business Development Center to provide assistance to small business;
- (iv) Assist prospective business owners on how to open a business in Farragut and provide informational packets to the public;
- (v) Assist the Town in the recruitment of new retail and office business;
- (vi) Increase the Chamber membership base of businesses located in the Town of Farragut.

The Chamber accepts such engagement and will provide services necessary to accomplish the foregoing with reasonable assistance of representatives of the Town in providing the Chamber with relevant information possessed by the Town.

2. Term. The Chamber shall commence work effective July 1, 2011, and shall devote the time and attention it deems appropriate and required in order to comply with the goals hereunder. The term of this agreement shall be five years from July 1, 2011, except as otherwise provided in paragraph 8 below.

3. Compensation. In full compensation for the Chamber's performance hereunder and conditioned on approval and adoption of the Town's budget by the Board, Mayor and Alderman during the applicable fiscal years, the Chamber shall receive the sum of \$75,000.00 paid by the Town, to be paid to the Chamber in the manner provided in paragraph 4.

4. Manner of Payment. (a) Subject to the provisions of this Agreement, the sum of \$75,000.00 shall be paid to the Chamber as follows:

- (i) The sum of \$15,000 for the fiscal year from July 1, 2011 through June 30, 2012 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2012 conditioned upon the due submission of progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board, Mayor and Alderman in the 2011-2012 fiscal year;
- (ii) The sum of \$15,000 for the fiscal year from July 1, 2012 through June 30, 2013 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2012 conditioned upon the due submission of progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board, Mayor and Alderman in the 2012-2013 fiscal year;
- (iii) The sum of \$15,000 for the fiscal year from July 1, 2013 through June 30, 2014 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2014 and conditioned upon the due submission of

the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board, Mayor and Alderman in the 2013-2014 fiscal year;

- (iv) The sum of \$15,000 for the fiscal year from July 1, 2014 through June 30, 2015 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2015 and conditioned upon the due submission of the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board, Mayor and Alderman in the 2014-2015 fiscal year;
- (v) The sum of \$15,000 for the fiscal year from July 1, 2015 through June 30, 2016 payable in two semiannual installments in the amount of \$7,500, the first due on January 1, 2016 and conditioned upon the due submission of the progress reports referred to in paragraph 5 below and pending the approval and adoption of the Town's budget by the Board, Mayor and Alderman in the 2015-2016 fiscal year.

(b) In addition, the Town shall provide the following in-kind benefits:

- (i) All fees for authorization and/or permits will be waived for the Chamber 5k and Holiday Open House;
- (ii) Town of Farragut shall provide staff support in order to assist with the Chamber 5k;
- (iii) Complimentary use of Farragut Town Hall for Chamber new member orientation meetings.

5. Progress Reports. The Chamber shall furnish Town with written progress reports at the end of each six month period from and after January 1, 2013. The content of the Progress Report should include a summary of the actions taken by the Chamber, during the subject six month period, in furtherance of the services and support hereunder. If the Chamber fails to furnish a Progress Report, or if it appears from the report that no progress has been made in the advancement and achievements since the last Progress Report, the Town shall have the right to withhold payment until the Chamber resumes progress on the work. In addition, the Chamber shall, if the Town so requests, confer with representatives of the Town from time to time on matters of substance concerning the efforts that have been and will be taken to advance the goals hereunder.

6. Delays in Completion. In the event contingencies arise that hinder the ability of the Chamber from moving forward with its services and support through no fault of the Chamber, the Chamber shall inform the Town Administrator of such circumstances as soon as possible. The Town will take steps within its control to assist the Chamber with overcoming said contingencies.

7. Independent Contractor. It is the mutual understanding of the parties that the Chamber is an independent contractor. The Chamber shall be solely responsible for reporting for tax purposes the amount received hereunder and for the payment of any taxes of every kind that

may be payable on account of the payments provided for herein. The Chamber specifically agrees to indemnify, defend and hold the Town harmless from any such taxes and related penalties, and other costs incurred by the Town including, but not limited to, attorneys' fees and costs incurred thereby.

8. Termination on Convenience of Municipality. For any reason the sufficiency of which the Town shall be the sole judge, the Town may terminate this Agreement, including, but not limited to, the non-approval of the Town's budget by the Board, Mayor and Alderman in the applicable fiscal year, refusal of the Chamber to comply with any of the provisions of this Agreement or for the convenience of the Town.

In such event, the payments the Chamber has theretofore received, plus a pro rata amount of payment as compensation for the work performed during the six month period in which the determination to terminate is made, shall constitute the Chamber's full and final compensation, and the Chamber shall have no further claim with respect thereto.

9. Waiver. The failure of any party hereto at any time to require performance of any of the provisions hereof shall in no manner affect the right to enforce same.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to rules concerning conflicts of law.

11. Further Assurances. The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties except as otherwise specifically provided herein. Nevertheless, all parties agree to cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intentions of this Agreement.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

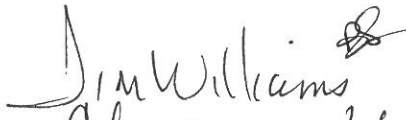
13. Assignment. The Chamber shall not assign, transfer or otherwise dispose of any of its rights, duties or obligations hereunder without the prior written consent of the Town. Any attempted assignment without such prior written consent shall be void *ab initio*.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the transaction contemplated, and supersedes all prior agreements, understandings, negotiations, both written and oral, among the parties with respect thereto.

16. Amendments. This Agreement may be amended only by a written instrument duly executed by all parties or their respective successors, assigns or legal representatives.

This Agreement entered into as of the day and year first above written.


Chairman of the Board

Farragut West Knox Chamber of Commerce:

 Sisco CEO, FOM

TOWN:

Dr. Ralph McGill, Mayor

As to form:

Thomas M. Hale
Town Attorney



*Our thanks to these members
who generously contribute to
The Chamber and to its
Continuing Education
Scholarship Program.*

Admiral Elite

Town of Farragut

Admiral

**First Tennessee
LCUB**

Captain

**Business Machines Co.
FSG Bank
farragutpress
NHC Place Assisted Living
Parkwest Medical Center
Rural/Metro Corporation
Shopper—News NOW
TDS Telecom**

Anchor

**BB&T
Balanced Books & Payroll
Choice Directory
Enrichment FCU
The Eye Group
Home Federal Bank
Jefferson Federal Bank
Junk Bee Gone
Knoxville News Sentinel
KUB
Leblanc Financial Group
Mercy Medical Center West
MIGUN TN
Regions Bank
Superior Carpet &
Rug Cleaning
Tennessee State Bank
United Community Bank**

ENTERPRISE CLUB BENEFITS

ADMIRAL ELITE- \$10,000 +

- Admiral, Captain & Anchor Benefits plus...
- Specially designed plaque declaring you as an "Admiral Elite Pillar of the Community"
- Custom benefit package

ADMIRAL - \$5,000

- Captain & Anchor Benefits plus...
- "Admiral Pillar of the Community" statue for display
- One complimentary "Chamber Life" Who's Who Article
- Six complimentary entries in 5K Run/Walk
- First right of refusal for sponsorships and networkings

CAPTAIN - \$2,500

- Anchor Benefits plus...
- Logo recognition on Website with link to your Website
- "Captain Pillar of the Community" statue for display
- Four complimentary entries in 5K Run/Walk
- Priority sponsorship and networking booking

ANCHOR - \$1,000

- Monthly Recognition in "Chamber Life" (16,000 distribution)
- Special recognition in the Annual Directory
- Name recognition on Website with link to your Website
- Name recognition on Chamber letterhead
- Logo recognition at the Annual Auction and Dinner
- Logo recognition at Speaker Series Breakfasts
- Logo recognition at weekly networkings
- Logo recognition at New Member Orientations
- "Anchor Pillar of the Community" statue for display
- Breakfast/Luncheon with President and Board Chair
- Two complimentary entries in 5K run/walk
- Consistent recognition in all print.

Each level is an annual donation over and beyond Annual Membership Investments
Special Events, Sponsorships, and Advertising.