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FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
January 26, 2017

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. January 12, 2017

VI. Business Items

A. Approval of Town Supplemental Retirement Plan Amendment

VII. Ordinances

A. Public Hearing and Second Reading

1. Ordinance 16-26, an Ordinance to amend the Farragut Zoning Ordinance by rezoning a portion of Parcel 116.01, Tax Map 130, north of Farragut Commons and Chapel Point, from R-2 and FPD to R-4 and FPD, 8.63 Acres (Diversified Holdings, Applicant)

B. First Reading

1. Ordinance 17-01, an Ordinance to amend the text of the Farragut Municipal Code by amending Title 8, Alcoholic Beverages, Chapter 2, Beer, Section 8-218 (4)(a), to amend the maximum square footage for Class 4 on-premise tavern permit (The Casual Pint, Applicant)

VIII. Town Administrator's Report

IX. Town Attorney's Report

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FARRAGUT BOARD OF MAYOR AND ALDERMEN AGENDA
January 12, 2017

WORKSHOP
KGIS ADVANCED MAPS DISCUSSION
6:15 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. December 22, 2016

VI. **Business Items**
   A. Approval of Amendment to the Personnel Policies and Procedures-Compensation Policy
   B. Approval of Economic Development Committee Charter Amendments
   C. Approval of Re-Appointment to the Economic Development Committee

VII. **Ordinances**
   A. First Reading
      1. Ordinance 16-26, an Ordinance to amend the Farragut Zoning Ordinance by rezoning a portion of Parcel 116.01, Tax Map 130, north of Farragut Commons and Chapel Point, from R-2 and FPD to R-4 and FPD, 8.63 Acres (Diversified Holdings, Applicant)

VIII. **Town Administrator's Report**

IX. **Town Attorney's Report**

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

Approval of Agenda

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

Approval of Minutes

Motion was made to approve the minutes of December 22, 2016 as presented. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli and Williams; no nays; Alderman Pinchok abstained; Alderman Povlin was absent; motion passed.

Business Items

Approval of Amendment to the Personnel Policies and Procedures-Compensation Policy

Motion was made to approve the Personnel Policies and Procedures-Compensation Policy, Exhibit A. Moved by Alderman Markli, seconded by Alderman Pinchok.

Original motion was amended to add item #8, May add a cost of living adjustment (COLA) depending on the budget constraints as approve by the Board of Mayor and Aldermen. Motion was made to approve Personnel Policies and Procedures-Compensation Policy, Exhibit A, as amended. Moved by Alderman Pinchok, seconded by Alderman Markli; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Williams; no nays; Alderman Povlin was absent; motion passed.

Approval of Economic Development Committee Charter Amendments

Motion was made to approve the Economic Development Committee Charter as amended. Moved by Alderman Markli, seconded by Alderman Pinchok; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Williams; no nays; Alderman Povlin was absent; motion passed.

Approval of Re-Appointment to the Economic Development Committee

Motion was made to re-appoint William Britt to the Economic Development Committee. Moved by Alderman Pinchok, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli, Pinchok and Williams; no nays; Alderman Povlin was absent; motion passed.

Ordinances

First Reading

Ordinance 16-26, an Ordinance to amend the Farragut Zoning Ordinance by rezoning a portion of Parcel 116.01, Tax Map 130, north of Farragut Commons and Chapel Point, from R-2 and FPD to R-4 and FPD, 8.63 Acres (Diversified Holdings, Applicant)

Motion was made to approve Ordinance 16-26 on first reading. Moved by Alderman Markli, seconded by Alderman Williams; voting yes, Mayor McGill, Aldermen Markli and Williams; no nays; Alderman Pinchok abstained; Alderman Povlin was absent; motion passed.

Town Administrator's Report
David Smoak, Town Administrator, announced the three new employees:
Joe LaCroix, IT Manager
Wendy Smith, PR Coordinator
Beth Barrows, Parks Administrative Assistant

Meeting adjourned at 7:35 PM.

____
Ralph McGill, Mayor

____
Allison Myers, Town Recorder

AGENDA NUMBER VI. A. MEETING DATE 1/26/17

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Janet Wedekind, Human Resources Manager

SUBJECT: Town Supplemental Retirement Plan Amendment

INTRODUCTION: The Town is the Plan Administrator for the *Town of Farragut Supplemental Retirement Plan*. Recently, TN state law changed regarding a Qualified Domestic Relations Order (QDRO). In accordance with Section 26-2-105 of the Tennessee Code, the Plan must honor a QDRO pursuant to Section 414(p) of the Internal Revenue Code. Therefore, the Plan document must be amended.

BACKGROUND: A Qualified Domestic Relations Order (QDRO) is a judicial order, entered as part of a property division in a divorce or legal separation, that splits a retirement plan or pension plan by recognizing joint marital ownership interests in the plan, specifically the former spouse's interest in that spouse's share of the asset. A QDRO's recognition of spousal ownership interest in a plan participant's (employee's) pension plan awards a portion of the plan participant's benefit to an alternate payee. An alternate payee must be a spouse, former spouse, child or other dependent of the plan participant.

The Board adopted the Supplemental Retirement plan for five employees in 2011. Currently, one employee and one surviving spouse are receiving monthly payments from the plan. The Plan was implemented on July 1, 2012. At this time, the Plan is fully funded and additional funding is not currently anticipated. All GASB requirements are met. Additionally, USI Consulting Group was contracted as the Town consultant. At their recommendation, the Board recently approved a change in trustee, banks and the investment policy.

DISCUSSION: The Plan amendment to the 2012 *Supplemental Retirement Plan* document is in *Article XII – Miscellaneous: 12.3 Alienation.* The change allows that, upon receipt of a QDRO order, the town administrator or designee shall follow the proposed procedure in order to award the named alternate payee a portion of the actuarial equivalent value of the employee's vested accrued benefit. The payment must be in a single lump sum payment. The above change creates a ripple effect on verbiage in other areas of the Plan document and is noted by the red font in the attached document.

RECOMMENDATION BY: Janet Wedekind, Human Resources Manager to approve an Amendment to the *Town of Farragut Supplemental Retirement Plan* to allow for QDRO payments and to establish specific procedures to use when responding to a QDRO court order.

PROPOSED MOTION: Approval of the amended Town Supplemental Retirement Plan and Qualified Domestic Relations Order Procedure.

BOARD ACTION:

MOTION BY:____________________ **SECONDED BY:**____________________

VOTE/TOTAL	WILLIAMS	MARKLI	PINCHOK	POVLIN	MCGILL
YES					
NO					
ABSTAIN					

THE TOWN OF FARRAGUT SUPPLEMENTAL RETIREMENT PLAN

Effective: July 1, ~~2012~~2016

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TOWN OF FARRAGUT SUPPLEMENTAL RETIREMENT PLAN

THIS PLAN is hereby adopted by The Town of Farragut (herein referred to as the "Employer").

W I T N E S S E T H:

WHEREAS, the Employer desires to recognize the contribution made to its successful operation by its Employees and reward such contributions by means of a defined benefit pension plan for those Employee who shall qualify as Participants hereunder;

WHEREAS,

~~**NOW, THEREFORE,**~~ effective July 1, 2012, the Employer ~~hereby~~ establisheds The Town of Farragut Supplemental Retirement Plan (hereinafter referred to as the "Plan") for the exclusive benefit of its Eligible Employees and their Beneficiaries;

WHEREAS, effective July 1, 2016, except as otherwise herein provided, the Employer hereby amends and restates the Plan in its entirety to incorporate all amendments thereto adopted since the last restatement ; and

WHEREAS, under the terms of the Plan, the Employer has the ability to amend the Plan;

NOW, THEREFORE, effective July 1, ~~2015~~2016, except as otherwise herein provided, the Employer in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amends and restates the Plan in its entirety to provide as follows:
~~, on the following terms:~~

ARTICLE I - DEFINITIONS

1.1 "Accrued Benefit" shall mean the retirement benefit a Participant would receive at his Normal Retirement Date determined in accordance with Articles V and VII as if the Participant's termination of employment occurred on the date of determination and he had a vesting percentage of 100%.

1.2 "Administrator" means the individual(s) or institution(s) appointed by the Employer pursuant to Section 2.2 to serve in such capacity, or in the absence of such appointment, the Employer.

1.3 "Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

1.4 "Beneficiary" means, for the purposes of this Plan, the Spouse of the Participant.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and the U. S. Department of Treasury regulations promulgated thereunder.

1.6 "Disability Retirement Date" means the first day of the month coinciding with or following the date on which a Participant qualifies for a Disability Retirement Benefit in accordance with the terms of the Plan, and which occurs prior to attaining his Early or Normal Retirement Date.

1.7 "Early Retirement Age" means the Participant's 62nd birthday.

1.8 "Early Retirement Date" means the first day of any month (prior to the Normal Retirement Date) coinciding with or following the date on which a Participant or Former Participant attains his Early Retirement Age. A Former Participant who terminates employment prior to his Early Retirement Age without satisfying the age requirement, but who thereafter satisfies such age requirement, shall be entitled to elect early retirement benefits under the Plan.

1.9 "Eligible Employee" means any Employee listed on Appendix A, attached hereto and incorporated by reference herein.

1.10 "Employee" means any person, including a Leased Employee, who is employed by the Employer, but excluding any person designated by the Employer as an independent contractor, even if that person is later deemed to be a common law employee by the IRS.

1.11 "Employer" means The Town of Farragut.

1.12 "Fiduciary" means any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of its assets, (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so, or (c) has discretionary authority or discretionary responsibility in the administration of the Plan, including, but not limited to, the Trustee, the Employer and its representative body, and the Administrator.

1.13 "Former Participant" means a person who has been a Participant, but who has ceased to be a Participant for any reason.

1.14 "Late Retirement Date" means the first day of the month coinciding with or next following a Participant's actual Retirement Date following his Normal Retirement Date.

1.17 "Normal Retirement Age" means the earlier of the Participant's Social Security Retirement Age or the Participant's 67^{th} birthday. For purposes of the Plan, "Social Security Retirement Age" shall mean the age used as the normal retirement age for the Participant under Section 216(l) of the Social Security Act.

1.18 "Normal Retirement Date" means the first day of the month coinciding with or next following the Participant's Normal Retirement Age.

1.19 "Participant" means any Eligible Employee who participates in the Plan as provided in Article III hereof, and has not for any reason become ineligible to participate further in the Plan.

1.20 "Plan" means The Town of Farragut Supplemental Retirement Plan as set forth herein and as may be amended from time to time.

1.21 "Plan Year" means the period of twelve (12) months commencing on July 1st of each year, and ending on the following June 30th of the following year.

1.22 "Retired Participant" means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan.

1.23 "Retirement Date" means the date as of which a Participant retires, whether such retirement occurs on a Participant's Normal Retirement Date, Early or Late Retirement Date. A Participant's Retirement Date shall also be his Annuity Starting Date, unless he otherwise elects in accordance with the further terms of the Plan.

1.24 "Spouse" means the person to whom the Participant is lawfully married on the date of his death, provided they have been married for at least a one year period prior to the date of the Participant's death.

1.25 "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated other than by death or retirement.

1.26 "Total and Permanent Disability" means a medically determinable physical or mental impairment which is expected to result in death or to be of a long continued duration and which prevents the Participant from engaging in his normal and customary duties, as determined by a physician approved by the Employer.

1.27 "Trust" means a trust established under and forming a part of the Plan.

1.28 "Trust Agreement" means any agreement or agreements between the Employer and any trustee designated by the Employer to receive contributions to the Plan and any amendments thereto which may be made from time to time.

1.29 "Trustee" means the person or persons, either individual or institutional, named by Employer in its fiduciary capacity to assume such responsibilities and duties with respect to the assets of the Plan as are provided under the terms of a properly executed trust agreement between Employer and Trustee.

1.30 "Trust Fund" means the assets of the Plan and Trust as the same shall exist from time to time.

1.31 "Vested" means the portion of a Participant's benefits under the Plan that is nonforfeitable, as determined in accordance with Article VII of the Plan.

ARTICLE II - PLAN ADMINISTRATION

2.1 POWERS AND RESPONSIBILITIES OF THE EMPLOYER

(a) The Employer shall designate and remove such Employees, and may in its sole discretion appoint and remove such Insurers, Investment Managers or Trustees, from time to time as it deems necessary for the proper administration of the Plan, and to assure that the Plan is being operated for the exclusive benefit of the Participants and their Beneficiaries in accordance with the terms of the Plan and the Code.

(b) The Employer shall establish a "funding policy and method", which policy and method shall consider the Plan's liquidity needs, or shall appoint a qualified person to do so. Such "funding policy and method" shall be consistent with the objectives of this Plan.

(c) The Employer shall periodically review the performance of any Fiduciary, Insurer, Trustee or other person to whom duties have been delegated or allocated by it under the provisions of this Plan or pursuant to procedures established hereunder. This requirement may be satisfied by formal periodic review by the Employer or by a qualified person specifically designated by the Employer, through day-to-day conduct and evaluation, or through other appropriate ways.

2.2 DESIGNATION OF ADMINISTRATIVE AUTHORITY

(a) The Employer shall designate one or more Employees to implement or oversee the day to day administration of the Plan. Any person, including, but not limited to, individuals or institutions that are not Employees of the Employer, shall be eligible to serve in such capacity.

(b) In addition, the Employer may appoint one or more individuals, including but not limited to individuals or institutions that are not Employees of Employer, to serve in the capacity of Administrator. Any individual so appointed shall signify his acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering his written resignation to the Employer or be removed by the Employer by delivery of written notice of removal. The Employer, upon the resignation or removal of an Administrator, shall promptly designate in writing a successor to this position. If the Employer does not appoint an Administrator, the Employer will function as the Administrator.

2.3 ALLOCATION AND DELEGATION OF RESPONSIBILITIES

If more than one person is appointed as Administrator, the responsibilities of each Administrator may be specified by the Employer and accepted in writing by each Administrator. In the event that no such delegation is made by the Employer, the Administrators may allocate the responsibilities among themselves, in which event the Administrators shall notify the Employer in writing of such action and specify the responsibilities of each Administrator.

2.4 POWERS AND DUTIES OF THE ADMINISTRATOR

(a) The primary responsibility of the Administrator is to administer the Plan for the exclusive benefit of the Participants and their Beneficiaries, subject to the specific terms of the Plan. The Administrator shall administer the Plan in accordance with its terms and shall have the power and discretion to construe the terms of the Plan and to determine all questions arising in connection with the administration, interpretation, and application of the Plan. Any such determination by the Administrator shall be conclusive and binding upon all persons. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan.

(b) The Administrator shall be charged with the duties of the general administration of the Plan, including, but not limited to, the following:

(1) the discretion to determine all questions relating to the eligibility of Employees to participate or remain a Participant hereunder and to receive benefits under the Plan;

(2) to compute, certify, and direct the Trustee, Insurer or Investment Manager, as the case may be, with respect to the amount and the kind of benefits to which any Participant shall be entitled hereunder;

(3) to authorize and direct the Trustee, Insurer or Investment Manager, as the case may be, with respect to all nondiscretionary or otherwise directed disbursements from the assets of the Plan;

(4) to maintain all necessary records for the administration of the Plan;

(5) to, in its discretion, interpret the provisions of the Plan, including any ambiguous provisions thereof, and to make and publish such rules for regulation of the Plan as are consistent with the terms hereof;

(6) to determine the size and type of any Contract to be purchased from any Insurer and to designate the Insurer from which such Contract shall be purchased;

(7) to compute and certify to the Employer from time to time the sums of money necessary or desirable to be contributed to the Plan;

(8) to consult with the Employer and the Trustee, Insurer or Investment Manager, as the case may be, regarding the short and long-term liquidity needs of the Plan in order

that investment discretion may be exercised in a manner designed to accomplish specific objectives;

(9) to assist any Participant regarding his rights, benefits, or elections available under the Plan.

2.5 RECORDS AND REPORTS

The Administrator shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Internal Revenue Service, Department of Labor, Participants, Beneficiaries and others as required by law.

2.6 APPOINTMENT OF ADVISERS

The Administrator may appoint counsel, specialists, advisers, and other persons as the Administrator deems necessary or desirable in connection with the administration of this Plan.

2.7 PAYMENT OF EXPENSES

All expenses of administration may be paid out of the Plan's assets. Such expenses shall include any expenses incident to the functioning of the Administrator, including, but not limited to, fees of actuaries, accountants, counsel, and other specialists and their agents, and other costs of administering the Plan. Until paid, the expenses shall constitute a liability of the Plan. However, the Employer may reimburse the Plan for any administration expense incurred.

2.8 MAJORITY ACTIONS

Except where there has been an allocation and delegation of administrative authority pursuant to Section 2.3, if there shall be more than one Administrator, they shall act by a majority of their number, but may authorize one or more of them to sign all papers on their behalf.

2.9 INDEMNIFICATION

To the extent allowed by law, neither the Administrator nor any individual who is or was a director, officer or employee of any Employer, shall be personally liable for any act done or omitted in good faith in the administration of the Plan. Any employee of any Employer to whom the Administrator or the Company has delegated any portion of its responsibilities under the Plan, any individual who is or was a director or officer of an Employer, members or former members of the Administrator, and each of them, shall, to the extent permitted by law, be indemnified and saved harmless by the Employers (to the extent not indemnified and saved harmless under any liability insurance or other indemnification agreement with respect to the Plan) from and against any and all liability or claim to which they may be subjected by reason of any act done or omitted to be done in good faith in connection with the administration of the Plan, including all expenses reasonably incurred in their defense if the Employers fail to provide such defense after having been requested to do so in writing.

2.10 CLAIMS PROCEDURE

Claims for benefits under the Plan may be filed with the Administrator on forms supplied by the Employer. Written notice of the disposition of a claim shall be furnished to the claimant within a reasonable period of time after the application is filed. In the event the claim is denied, the reasons for the denial shall be specifically set forth in the notice in language calculated to be understood by the claimant, pertinent provisions of the Plan shall be cited, and, where appropriate, an explanation as to how the claimant can perfect the claim will be provided. In addition, the claimant shall be furnished with an explanation of the Plan's claims review procedure. Unless the claimant requests review under Section 2.11, the Administrator's decision shall be final.

2.11 CLAIMS REVIEW PROCEDURE

Any Employee, former Employee, or Beneficiary of either, who has been denied a benefit by a decision of the Administrator pursuant to the Plan's claims procedures shall be entitled to request the Administrator to give further consideration to his claim by filing with the Administrator (on a form which may be obtained from the Administrator) a request for a hearing. Such request, together with a written statement of the reasons why the claimant believes his claim should be allowed, shall be filed with the Administrator within 90 days of the claimant's receipt of the denial under Section 2.10. The Administrator shall then appoint a committee to review such request, which committee's decisions shall be communicated to such claimant no later than 60 days after such request for review or, in the event the committee determines a hearing is necessary, within 120 days after such request for review. Such communication shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based. The decision of the Administrator shall be final and conclusive.

ARTICLE III - ELIGIBILITY

3.1 CONDITIONS OF ELIGIBILITY

Each Eligible Employee, as listed on Appendix A, shall participate in the Plan effective July 1, 2012.

ARTICLE IV - CONTRIBUTION AND VALUATION

4.1 EMPLOYER CONTRIBUTIONS

No contribution shall be required under the Plan from any Participant. The Employer shall from time to time contribute to the Plan such amounts, in cash or property, as the Administrator and Employer shall determine necessary to provide the benefits provided under the terms of the Plan. The amount of such contribution shall be determined by the application of accepted actuarial methods and assumptions. The method of funding shall be consistent with Plan objectives.

4.2 ACTUARIAL METHODS

In establishing the liabilities under the Plan and contributions thereto, the enrolled actuary shall use such methods and assumptions as will reasonably reflect the cost of the benefits. The Plan assets are to be valued on the basis of any reasonable method of valuation that takes into account fair market value pursuant to regulations prescribed by the Secretary of Treasury. There must be an actuarial valuation of the Plan at least once every year.

ARTICLE V - RETIREMENT BENEFITS

5.1 NORMAL RETIREMENT BENEFITS

The monthly amount of Accrued Benefit, commencing at Normal Retirement Date, shall equal a fixed dollar amount, pursuant to Appendix B, attached hereto and incorporated by reference herein, subject to a three percent (3%) cost-of-living adjustment (COLA) compounded annually each January 1, beginning January 1, 2013.

5.2 EARLY RETIREMENT BENEFITS

Any Participant who has attained his Early Retirement Age, may elect to retire on or after his Early Retirement Date. In the event that a Participant makes such an election, he shall be entitled to receive his Accrued Benefit in accordance with Section 5.1, reduced in accordance with the Social Security reduction formula, as determined by the U.S. Social Security Administration, except that no reduction shall apply after the Participant has attained age 65.

5.3 LATE RETIREMENT BENEFITS

(a) A Participant may continue in employment beyond his Normal Retirement Date. In such event, no retirement benefit will be paid to the Participant until he actually retires, subject to the minimum distribution requirements of the Code.

(b) The amount of retirement benefit payable to a Participant at his Late Retirement Date is the amount determined under Section 5.1, as in effect on the Participant's Retirement Date.

5.4 DISABILITY RETIREMENT

A Participant who incurs a Total and Permanent Disability prior to retirement and separation from service with the Employer shall be entitled to receive an immediate commencement of a disability retirement benefit equal to his Accrued Benefit in accordance with Section 5.1.

5.5 NORMAL FORM OF BENEFIT PAYMENT

The retirement benefit payable to a Participant pursuant to the Plan shall be paid in accordance with Section 8.1 of the Plan.

5.6 COST OF LIVING ADJUSTMENT

An annual three percent (3%) cost-of-living adjustment (COLA) shall be applied to each Retired Participant's retirement benefit on each January 1 following the Participant's Annuity Starting Date.

5.7 MAXIMUM BENEFIT ACCRUALS

Notwithstanding any other provisions of the Plan, Plan benefits shall accrue and shall be paid in accordance with Section 415 of the Code and applicable Treasury regulations issued thereunder as applicable to governmental plans, the requirements of which are herein incorporated by reference.

Further, the Plan shall preclude the possibility that annual benefits exceeding Code Section 415 limits, as adjusted under Section 415(d) of the Code in such manner as the Secretary shall prescribe, will be accrued, distributed, or otherwise payable in any form of benefit at any time.

ARTICLE VI - DEATH BENEFITS

6.1 DEATH PRIOR TO ANNUITY STARTING DATE

In the event of the death of an active Vested or terminated Vested Participant prior to his Annuity Starting Date, a death benefit will only be payable under the Plan, in accordance with Section 6.2, if the Participant is married at the time of death to his Spouse, as such term is defined under the Plan. If a Participant is no longer married to his Spouse at the time of his death, no death benefits shall be payable in accordance with this Article VI.

The Beneficiary of a Participant who dies while performing qualified military service as defined in Code Section 414(u) shall be entitled to any death benefits that would have been payable under the Plan had the Participant resumed employment with the Employer prior to his death, and then terminated such employment on account of death.

Otherwise, no death benefit shall be payable under the Plan.

6.2 PRERETIREMENT SURVIVOR ANNUITY FOR SPOUSE

(a) If an active Vested Participant or Terminated Vested Participant dies prior to his Annuity Starting Date and is survived by his Spouse, then such surviving Spouse will receive 50% of the benefit that would be payable if the Participant had retired on the day before his date of death. The commencement of the benefit shall occur on the first day of the calendar month following the later of the Participant's death or his "Earliest Retirement Age".

(b) If a Participant dies on or before the Earliest Retirement Age, the Participant's surviving Spouse, if any, will receive 50% of the benefit that would be payable if the Participant had:

(1) separated from service on the date of death (or date of separation from service, if earlier);

(2) survived to the Earliest Retirement Age;

(3) died on the day after the Earliest Retirement Age.

6.3 DEATH FOLLOWING ANNUITY STARTING DATE

Except as provided under Section 8.1 of the Plan, no death benefits are payable under the Plan once the Participant has retired and commenced his Annuity Starting Date.

ARTICLE VII - TERMINATION OF EMPLOYMENT

7.1 DETERMINATION AND PAYMENT OF VESTED ACCRUED BENEFIT

(a) A Participant shall be fully vested and shall have a nonforfeitable right to his Accrued Benefit determined under Section 5.1. Generally, such Accrued Benefit shall be payable commencing on his Normal Retirement Date.

(b) A Participant who has attained his Early Retirement Age may elect to have his Vested Accrued Benefit commence on or after his Early Retirement Date.

ARTICLE VIII - DISTRIBUTION OF RETIREMENT BENEFITS

8.1 NORMAL FORM OF PAYMENT

(a) A married Participant shall receive a form of benefit providing monthly payments for his lifetime, with 50% of his benefit continuing upon his death to his surviving Spouse, as such term is defined under the Plan.

(b) An unmarried Participant shall receive a form of benefit providing monthly payments for his lifetime, with no death benefit payable upon death.

8.2 REQUIRED DISTRIBUTIONS

Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's retirement benefits shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9), the Incidental Death Benefit requirements of Code section 401(a)(9)(G), and the Final Treasury Regulations 1.401(a)(9)-2 through -9, the provisions of which are incorporated herein by reference:

(a) A Participant's benefits shall be distributed, or shall commence to be distributed, to him not later than April 1st of the calendar year following the later of:

(1) the calendar year in which the Participant attains age 70 1/2; or

(2) the calendar year in which the Participant retires.

(b) Distributions to a Participant must begin no later than the applicable April 1st as determined under paragraph (a) above and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancies of the Participant and his designated Beneficiary) in accordance with the Code.

8.3 LOCATION OF PAYEE UNKNOWN

In the event that all, or any portion, of the distribution payable to a Participant or his Beneficiary hereunder remains unpaid by the later of the Participant's attainment of age 62 or his Normal Retirement Age solely by reason of the inability of the Administrator, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being forfeited, such benefit shall be restored.

8.4 QUALIFIED DOMESTIC RELATIONS ORDER

To the extent provided by Tennessee law for a governmental plan, all rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order". For the purposes of this Section, "alternate payee" and "qualified domestic relations order" shall have the meaning set forth under Code Section 414(p). Upon receipt of a Domestic Relations Order, the Employer will follow its established procedures for determining the qualified status of Domestic Relations Orders.

8.5 SUSPENSION OF BENEFITS

If a retired Participant is reemployed by the Employer, any retirement benefit he is receiving shall continue uninterrupted and shall not be suspended.

8.6 PARTICIPANT DIRECTED TRANSFERS

(a) Notwithstanding any other Plan provisions to the contrary, a Participant otherwise entitled to receive a distribution of his Plan interests may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an "eligible roll-over distribution" paid directly to an "eligible retirement plan" specified by the Participant in the form of a "direct roll-over".

(b) For purposes of this Section, an "eligible roll-over distribution" is any distribution of all or any portion of the Actuarial Equivalent balance to the credit of the Participant provided, however, that an eligible roll-over distribution shall not include:

(1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;

(2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and

(3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

Notwithstanding any other provision of this paragraph (b) to the contrary, with respect to distributions made after December 31, 2001, an eligible rollover distribution shall also include Participant after-tax contributions.

In accordance with the provisions of the Worker, Retiree and Employer Recovery Act of 2008 (WRERA), and effective with respect to distributions made in Plan Years after December 31, 2009, an eligible rollover distribution shall also include a Plan distribution made by a nonspouse Beneficiary to an Individual Retirement Account (IRA) the Beneficiary establishes for purposes of receiving the distribution.

(c) Except as provided in paragraph (d) of this Section, an "eligible retirement plan" is (1) an individual retirement account described in Section 408(a) of the Code; (2) an individual retirement annuity described in Section 408(b) of the Code; (3) an annuity plan described in Section 403(a) of the Code; or (4) a qualified trust described in Section 401(a) of the Code, provided that such annuity, plan or trust accepts the Participant's eligible roll-over distribution. Effective December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. For distributions made after December 31, 2007, an eligible retirement plan shall also mean a Roth IRA described in Code Section 408A(b).

(d) In the case of an eligible roll-over distribution to a Participant's surviving Spouse prior to December 31, 2001, an eligible retirement plan shall include only (1) an individual retirement account, or (2) an individual retirement annuity. On and after December 31, 2001, the definition of eligible retirement plan in paragraph (c) above shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in Code Section 414(p).

(e) Solely for purposes of this Section, Participant shall include (1) a Former Participant; (2) a Participant's or Former Participant's surviving Spouse; and (3) a Participant's or Former Participant's Spouse or former Spouse who is an alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code.

(f) For purposes of this Section, a direct roll-over is a payment by the Plan to the eligible retirement plan specified by the Participant.

ARTICLE IX - PLAN AMENDMENT

9.1 EMPLOYER'S RIGHT TO AMEND

The Employer may, in its sole discretion subject only to the limitations of the Plan (without limitation Section 10.3) and the Code, amend the Plan at any time; provided, however, that the Plan may only be so amended in accordance with law applicable to governmental plans. Any such amendment shall not take effect unless proposed and authorized in the manner required by Employer's charter or by-laws and following notice to affected Participants.

ARTICLE X - PLAN TERMINATION

10.1 EMPLOYER'S RIGHT TO TERMINATE

(a) The Employer may terminate the Plan in whole or in part at any time by delivering to the Trustee or the Insurer, as the case may be, and to the Administrator, written notice of such termination, provided the Plan is fully funded and annuities are purchased for all Accrued Benefits under the Plan.

(b) Upon full or partial Plan termination, all Plan assets shall be allocated in accordance with the provisions of this Article X, and the Accrued Benefit of each affected Participant, to the extent funded as of the date of termination, become fully Vested and shall not thereafter be subject to forfeiture.

10.2 PAYMENT OF BENEFITS

The available Plan assets will be disposed of through the distribution to Participants and their Beneficiaries in a nondiscriminatory manner in the same proportion that the actuarial present value, determined as of the termination date, of such Participant's or Beneficiary's Accrued Benefit bears to the actuarial present value of all Participants' and Beneficiaries' Accrued Benefit determined as of the termination date.

10.3 DISPOSITION OF EXCESS ASSETS

Notwithstanding the provisions of Section 10.2 hereof, if all Plan Participant and Beneficiary liabilities have been satisfied and there remains a balance in the Trust such balance shall be allocated in the same manner as described in Section 10.2 hereof. Notwithstanding Section 9.1 hereof, or of any other provision of the Plan to the contrary, it is the intention of Employer that this Section shall not be amended, and that upon Plan termination, any excess assets of the Plan be applied exclusively to the provision of additional Plan benefits to Participants and their Beneficiaries.

ARTICLE XI - MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

11.1 REQUIREMENTS

Before this Plan can be merged or consolidated with any other qualified plan or its assets or liabilities transferred to any other qualified plan, the Administrator must secure a certification from a certified actuary that the benefits which would be received by a Participant of this Plan, in the event of a termination of the Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation, and such transfer, merger or consolidation.

ARTICLE XII - MISCELLANEOUS

12.1 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute a contract between the Employer and any Participant or Beneficiary, or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

12.2 ALIENATION

(a) Subject to the exceptions provided below, no benefit which shall be payable out of the Trust Fund to any person (including a Participant or his Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law.

(b)
To the extent provided by Tennessee law for a governmental plan, all rights and benefits, including elections, provided to a Member in this Plan shall be subject to the rights afforded to any "alternate payee" under a "qualified domestic relations order." For the purposes of this Section, "alternate payee" and "qualified domestic relations order" ("QDRO") shall have the meaning set forth under Code Section 414(p). Upon receipt of a Domestic Relations Order, the Employer will follow its established procedures for determining the qualified status of Domestic Relations Orders. Any other provision of the Plan to the contrary notwithstanding, an alternate payee shall be paid a portion of the Actuarial Equivalent value of the Participant's Vested Accrued Benefit that is allocated to said alternate payee pursuant to the terms of a QDRO. Such payment shall be in the form a single lump sum payment that shall fulfill the retirement benefit payment required to be awarded according to the terms of such QDRO. It is the intention that this form of retirement benefit payment shall be the sole form of payment available to the alternate payee. It is also the intention of this provision to permit payment of the single lump sum distribution as soon as administratively feasible following determination of the qualified status of the domestic relations order as a QDRO pursuant to the Plan and to the terms of the Plan's written QDRO procedures.

~~**To the extent permitted under Tennessee law for a governmental plan, this provision shall not apply to a "qualified domestic relations order" defined in Code Section 414(p), and those other**~~

~~domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The Administrator shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.~~

12.3 CONSTRUCTION OF PLAN

This Plan shall be construed and enforced according to Internal Revenue Code and the laws of the State of Tennessee.

12.4 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

12.5 LEGAL ACTION

In the event any claim, suit, or proceeding is brought regarding the Trust or Insurance Contract, as the case may be, and/or the Plan established hereunder to which the Trustee or Insurer, as the case may be, or the Administrator may be a party, and such claim, suit, or proceeding is resolved in favor of the Trustee, Insurer or Administrator, they shall be entitled to be reimbursed from the Trust Fund or Insurance Contract for any and all reasonable costs, attorney's fees, and other expenses pertaining thereto incurred by them for which they shall have become liable.

12.6 PROHIBITION AGAINST DIVERSION OF FUNDS

(a) Except as provided below and otherwise specifically permitted by law, it shall be impossible by operation of the Plan or of the Trust or Insurance Contract, by termination of any or all, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any trust fund or contract maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, Retired Participants, or their Beneficiaries.

(b) In the event the Employer shall make an excessive contribution under a mistake of fact, the Employer may demand repayment of such excessive contribution at any time within one (1) year following the time of payment and the Trustees, or Insurer as the case may be, shall return such amount to the Employer within the one (1) year period. Earnings of the Plan attributable to the excess contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

12.7 EMPLOYER'S AND TRUSTEE'S PROTECTIVE CLAUSE

Neither the Employer nor the Trustee, if any, nor their successors, shall be responsible for the validity of any Contract issued hereunder or for the failure on the part of the Insurer to make payments provided by any such Contract, or for the action of any person which may delay payment or render a Contract null and void or unenforceable in whole or in part.

12.8 RECEIPT AND RELEASE FOR PAYMENTS

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee or Insurer, as the case may be, and the Employer, either of whom may require such Participant, legal representative, Beneficiary, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof.

12.9 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

12.10 HEADINGS

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

12.11 UNIFORMITY

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. In the event of any conflict between the terms of this Plan and any Contract purchased hereunder, the Plan provisions shall control.

12.12 SEVERABILITY

In the event that any provisions of this Plan shall be found, by a court, regulatory agency or other instrument of law of competent jurisdiction, to be without force or effect then the remainder of the Plan shall remain in full force and effect, and shall be interpreted and construed in a manner consistent with the purposes of the Plan as stated herein.

IN WITNESS WHEREOF, this Plan has been executed on this _____ day of ______________________, 20____.

WITNESS **TOWN OF FARRAGUT**

____

By:________________________________
Title:

APPENDIX A

ELIGIBLE EMPLOYEES

The following Employees are designated by the Town of Farragut as eligible to participate in the Plan:

Last Name	First Name	DOB
Coker	Steve	12/07/1947
Belcher	Duane	08/22/1961
Hammontree	Jay	08/19/1956
Norman	Gregory	05/20/1959
Brewer	Scott	07/15/1965

APPENDIX B

ACCRUED RETIREMENT BENEFIT

The monthly amount of the Accrued Benefit for each Participant under the Plan as of July 1, 2012 shall be as follows:

Last Name	First Name	NRD	Monthly Benefit Amount	Commencement at Normal Retirement Age Monthly Annuity
Coker	Steve	01/01/2013	292	292
Belcher	Duane	09/01/2026	204	337
Hammontree	Jay	09/01/2021	321	458
Norman	Gregory	06/01/2024	451	703
Brewer	Scott	05/01/2030	219	527.38

On January 1, 2013 and each January 1st thereafter, a three percent (3%) annual cost-of-living adjustment (COLA) shall be applied to the monthly Accrued Benefit.

THE TOWN OF FARRAGUT SUPPLEMENTAL RETIREMENT PLAN

QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURE

Town of Farragut, Tennessee is the Plan Administrator of the Town of Farragut Supplemental Retirement Plan (Plan). As a governmental pension plan it is exempt from the Employee Retirement Income Security Act (ERISA); however, in accordance with Section 26-2-105 of the Tennessee Code, effective July 1, 2015, the Plan will honor a Qualified Domestic Relations Order (QDRO) pursuant to Section 414(p) of the Internal Revenue Code. The Plan Administrator is responsible for administering the QDRO Procedure. The purpose of the QDRO Procedure is to establish a reasonable and consistent procedure for determining the qualified status of a Domestic Relations Order and for making distributions pursuant to a Domestic Relations Order which qualifies under Internal Revenue Code Section 414(p).

The contact information for the Plan Administrator is:

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

Important information to consider before proceeding to obtain a court order:

1. The ERISA provisions relating to the rights of a spouse or former spouse (referred to as an Alternate Payee) are not applicable to a governmental pension plan, and former spouses do not have the same rights or benefits under the governmental pension plan as they do under ERISA plans. Unlike ERISA plans, the spouse has no rights of survivorship and may not choose a form of benefit under the Plan.

2. The vested accrued benefit is the amount of the retirement benefit that the Participant has earned as of a particular date in the Plan. At the request of the Participant, the Plan can provide the information regarding the current vested accrued benefit, and its actuarial equivalent.

3. If the parties decide to divide the pension, in most cases, the court will order that a portion of the Participant's retirement benefit be paid to the Alternate Payee.

4. FOR PARTICIPNTS WHO HAVE NOT RETIRED: If the Participant has not yet retired, the Alternate Payee may only receive payments based on a separate interest payment approach. Under this separate payment approach, the Alternate Payee is awarded a percentage of the current actuarial equivalent of the Participant's vested accrued benefit, payable immediately in one lump-sum payment. The Alternate Payee may also name a beneficiary to receive the benefit in the event the Alternate Payee dies prior to receiving the lump-sum award. (*see Model QDRO for Active or Terminated Vested Participant who has not retired*)

5. FOR PARTICIPANTS WHO HAVE ALREADY RETIRED: If the Participant has already retired and is receiving monthly payments, a QDRO may be awarded. In this

case, the QDRO may not permit a change in the option or form of benefit under which benefits are being paid. The QDRO may only require that a portion of the benefit being paid to the retired Participant be shared with the Alternate Payee; this is considered a shared payment approach. Also, if the Participant is receiving the retirement benefit with the divorcing spouse named as the Beneficiary, the divorcing spouse will continue to be the designated Beneficiary, and the option cannot be changed, or nullified by the divorce, or subsequent remarriage. In this case, the Alternate Payee's portion of the pension has no survivor benefits. If the Alternate Payee dies prior to or any time after the commencement of benefits awarded under the QDRO, the Alternate Payee's estate is not entitled to any benefits, nor does the Alternate Payee have an opportunity to designate a beneficiary. In the event of the Alternate Payees death, the Alternate Payee's awarded share under the QDRO would revert back to the Participant. (*see Model QDRO for Participants who have retired and are in pay status*)

6. The federal income tax treatment of retirement benefits is governed by the Internal Revenue Code, and a QDRO cannot designate who will be responsible for the taxes owed when the retirement benefits are paid. Generally, payments from the Plan to an Alternate Payee pursuant to a QDRO will be includable in the Alternate Payee's gross taxable income. An Alternate Payee who receives a payment from the Plan under a QDRO generally has the same rollover options as the Participant (for example, lump-sum distributions may be rolled over to an IRA or eligible employer plan that will accept the payment). All parties should consult with their legal and/or tax advisors regarding the possible tax issues.

7. The QDRO cannot require the Plan to provide any type or form of benefit or option that is not already provided within the Plan's provisions. The QDRO cannot require the Plan to pay increased benefits. The QDRO cannot take precedence over any other acceptable QDRO previously accepted by the Plan pertaining to the Participant and a different Alternate Payee. The QDRO cannot use wording or statutory provisions applicable to ERISA plans.

8. QDROs will be implemented on a prospective basis only; there is no ability to divide the pension retroactively.

9. REQUESTS FOR PARTICIPANT INFORMATION: The Plan Administrator will not disclose to anyone other than the Participant any Plan information that is specific to the Participant without the Participant's written authorization. The Participant can provide authorization to the Plan Administrator in writing that Participant-specific information can be released to the Participant's legal representative, to a spouse, former spouse, child, court or legally appointed guardian on a basis that is reasonable and acceptable to the Plan Administrator. The Plan Administrator should provide a copy of any such released information to the Participant as well as retaining a copy in the Participant's employer or Participant files.

   In the absence of a valid release, Plan information specific to the Participant will only be provided pursuant to a subpoena duces tecum issued to the Plan Administrator.

EXCEPTION: If the Plan Administrator receives a court order requesting Participant-specific information, then the Plan Administrator may choose to have the order set aside, to request a protective order or to rely on the Tennessee statutes that exempt plan records from legal process.

The Plan Administrator is ordinarily not available to testify in domestic relations proceedings. If necessary, the Plan Administrator will provide available information in the form of an affidavit.

10. REQUESTS FOR PLAN INFORMATION: The following information will be provided by the Plan Administrator in order to facilitate the drafting of a Domestic Relations Order upon the Plan Administrator's receipt of written authorization from the Participant, or upon receipt of a legal court order [at no cost to the parties]: the Plan document (and Plan Summary); the Participant's date of hire, date of participation in the Plan and the Participant's date of termination of employment, if applicable; the Participant's vesting status; the amount of the Participant's monthly benefit and retirement benefit form elected (if the Participant has retired); and an estimate of the Participant's accrued benefit as of a specified date, based on the Participant's current compensation and credited service, as applicable.

11. NOTE: The Plan Administrator's attorney and actuary represent the Plan. They do not represent the Participant or the Alternate Payee. The Plan Administrator, the Plan's attorney or the Plan's actuary will not assist the Participant, Alternate Payee or their respective attorneys to: prepare the Domestic Relations Order; to interpret the Plan's provisions; to value the Participant's benefit; to consider alternative property or benefit division(s); or provide any other legal, tax or actuarial advice.

12. DOMESTIC RELATIONS ORDER PROCESSING FEE: The Plan Administrator has established a reasonable processing fee to cover the cost of reviewing and processing a Domestic Relations Order. The fee includes direct legal and actuarial expenses required by the Plan Administrator in order to conduct an accurate review of the Domestic Relations Order and based on the time needed to review the Order and shall be non-refundable. The Domestic Relations Order Processing Fee must be paid by the Participant and/or the Alternate Payee in advance of the Domestic Relations Order review. The fee in effect at the time of the receipt of the Domestic Relations Order will be reflected in the Plan Administrator's QDRO Processing Fee Schedule attached to the Procedures. *[This is optional at the election of the Plan Administrator.]*

Procedure after receipt of an order: The Plan will apply the following procedures whenever it receives a DRO which purports to be a QDRO.

Review of the order. The Plan Administrator will review the order within a reasonable time to determine its qualified status. In most circumstances, the Plan Administrator will complete review of the order within 30-90 days of receipt. After review, the Administrator will determine whether the order is a QDRO.

Suspension of Participant Distributions. If the Administrator receives a proposed or final Domestic Relations Order assigning a portion of an Active Participant's benefit, distribution of the Participant's Plan benefit will be suspended. This suspension relates only to distribution of benefits and does not prevent the Participant from continuing to accrue benefits. For a Participant who is a Retiree in pay status, any distribution of the Participant's monthly benefit will continue during review of the Order.

Release of Suspension of Participant Distributions. Generally, the suspension described above will be released, as to the portion of the Participant's benefit not assigned to the Alternate Payee, upon a Domestic Relations Order's acceptance by the Administrator as a QDRO. However, if after submitting a Domestic Relations Order to the Administrator, the Parties decide to settle the marital estate in a manner that does not involve the division of Plan assets, to release the suspension, the Administrator will require: (i) a court order revoking or otherwise rescinding a final Domestic Relations Order; or (ii) written confirmation, signed by the Participant, Alternate Payee and their attorneys, if any, that a final Domestic Relations Order will not be issued.

Important: The Plan Administrator, upon request, will pre-approve a DRO to determine if it complies with the provisions of the Plan. If the Plan Administrator finds the DRO acceptable, it can be finalized and sent to the court for certification. If the Plan Administrator rejects the DRO, instructions will be provided as to how to make the DRO acceptable to the Plan. Pre-approval is encouraged and highly recommended in order to avoid having to send the DRO back to the court multiple times for certification.

The order must contain the following:

1. **State that it is a Domestic Relations Order which takes the form of a judgment, decree, or court order.** The QDRO must be made pursuant to a state domestic relations law.
2. **Specify the Plan to which it applies.** The QDRO must clearly identify the name of the plan to which it applies.
3. **Specify the plan Participant by name and mailing address.** The QDRO must identify the plan Participant's name and mailing address.
4. **Specify the Alternate Payee by name and mailing address.** The QDRO must identify the Alternate Payee's name and mailing address.
5. **Recognize the Alternate Payee's right to a portion of the Participant's benefits under the plan.** The QDRO must create or recognize the existence of the Alternate Payee's right to receive all or a portion of the benefits payable with respect to the Participant under the plan.
6. **Specify the percentage of the Participant's benefit to be paid by the plan to the Alternate Payee.** In the case of a Participant who has not yet retired, the QDRO must identify the percentage of actuarial equivalent of the Participant's vested accrued benefit to be paid to the Alternate Payee as a lump-sum distribution. In the case of a Participant who has retired and is receiving monthly benefit payments, the QDRO must identify the amount or percentage of the Participant's benefit to be paid to the Alternate Payee.
7. **State the timing and duration.** In the case of a Participant who has not yet retired, the QDRO must state that the Alternate Payee's lump-sum benefit payment is immediately distributable. In the case of a Participant who has retired and is receiving monthly benefit

payments, the QDRO must state when payments will begin and the duration must not extend beyond the Participant's lifetime; no retroactive payments are permitted.

8. **Must not require the Plan to provide any benefits or form of benefits that the Plan does not already provide.** The QDRO cannot order the Plan to meet any obligations or conditions that it is not already obligated to provide.
9. **Final orders must be properly executed.** The QDRO must be certified by the court, and signed by the parties.

SAMPLE ORDERS: The Plan Administrator has drafted sample QDROs to assist with this process. The first sample is for those situations in which the Participant has not yet retired. Strict adherence to this sample format will help to ensure that the QDRO meets with the Plan's provisions and can be implemented.

The second sample is for those Participants who have already retired and are currently in pay status. In this case, the Participant has already selected the payment option, and it cannot be changed.

THE TOWN OF FARRAGUT SUPPLEMENTAL RETIREMENT PLAN

QDRO PROCESSING FEE

Effective May 1, 2016

The QDRO Processing Fee below is applicable to Domestic Relations Orders, both draft and final court-approved Orders, submitted to the Plan Administrator for review and processing on or after : _____________ [DATE]

The QDRO Processing Fee: $_______________

The QDRO Processing Fee must be paid in full, in advance, to the Plan Administrator before the Plan Administrator will begin the Domestic Relations Order review process.

This scheduled can be modified, amended or terminated at any time by the Plan Administrator.

AGENDA NUMBER VII. A.1. **MEETING DATE** **January 26, 2017**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 16-26, an ordinance to rezone a portion of Parcel 116.01, Tax Map 130, north of Farragut Commons and Chapel Point, 8.63 Acres, from R-2 and FPD to R-4 and FPD (Diversified Holdings, Inc., Applicant)

INTRODUCTION AND BACKGROUND: This item was initially discussed at the August 18, 2016 Planning Commission meeting and again at the October 20, 2016 meeting. The applicant currently has approximately 16.53 acres that is zoned R-4 (Attached Single-Family Residential), approximately 8.63 acres zoned R-2 (General Single-Family Residential) and FPD (Floodplain District), and approximately 7.32 acres zoned C-2 (Regional Commercial) and FPD (Floodplain District).

Though the applicant originally also requested that approximately 11.43 acres be rezoned from R-4 (Attached Single-Family Residential) to S-1 (Community Service), this portion of their rezoning request was withdrawn. The applicant asked, however, that their rezoning request for the 8.63 acres that are currently zoned R-2 and FPD be pursued and that this portion of their property be rezoned to R-4 and FPD.

RECOMMENDATION: When this amended rezoning request was presented to the Planning Commission at their meeting on December 15, 2016, the Commission discussed whether a lower density single-family residential district, such as the R-2, was appropriate for property in close proximity to the interstate. The Commission felt that the request to change this portion of the applicant's property to R-4 and FPD was more appropriate for the context and more consistent with the surrounding plan of development and the Medium Density Residential Land Use specified for the property in the Comprehensive Land Use Plan. The Commission recommended unanimously to approve Resolution PC-16-19 which recommended approval of Ordinance 16-26.

At the Board of Mayor and Aldermen meeting on January 12, Ordinance 16-26 was considered on first reading and was unanimously approved.

PROPOSED MOTION: To approve Ordinance 16-26 on second reading.

BOARD ACTION:

MOTION BY:____________________ **SECONDED BY:**____________________

VOTE/TOTAL	WILLIAMS	MARKLI	PINCHOK	POVLIN	MCGILL
YES					
NO					
ABSTAIN					

ORDINANCE: 16-26
PREPARED BY: Shipley
REQUESTED BY: Diversified Holdings, Inc.
CERTIFIED BY FMPC: December 15, 2016
PUBLIC HEARING: ____________________
PUBLISHED IN: ____________________
DATE: ____________________
1ST READING: ____________________
2ND READING: ____________________
PUBLISHED IN: ____________________
DATE: ____________________

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE TOWN OF FARRAGUT, TENNESSEE, ORDINANCE 86-16, AS AMENDED, PURSUANT TO SECTION 13-4-201, TENNESSEE CODE ANNOTATED.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

The Farragut Zoning Ordinance, Ordinance 86-16, as amended, is hereby amended by rezoning a portion of Parcel 116.01, Tax Map 130, north of Farragut Commons and Chapel Point, from R-2 and FPD to R-4 and FPD, 8.63 Acres (Exhibit A).

SECTION 2.

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

____
Dr. Ralph McGill, Mayor

____
Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of __________, 2017, with approval recommended.

Rita Holladay

Rita Holladay, Chairman

E. K. Whiting

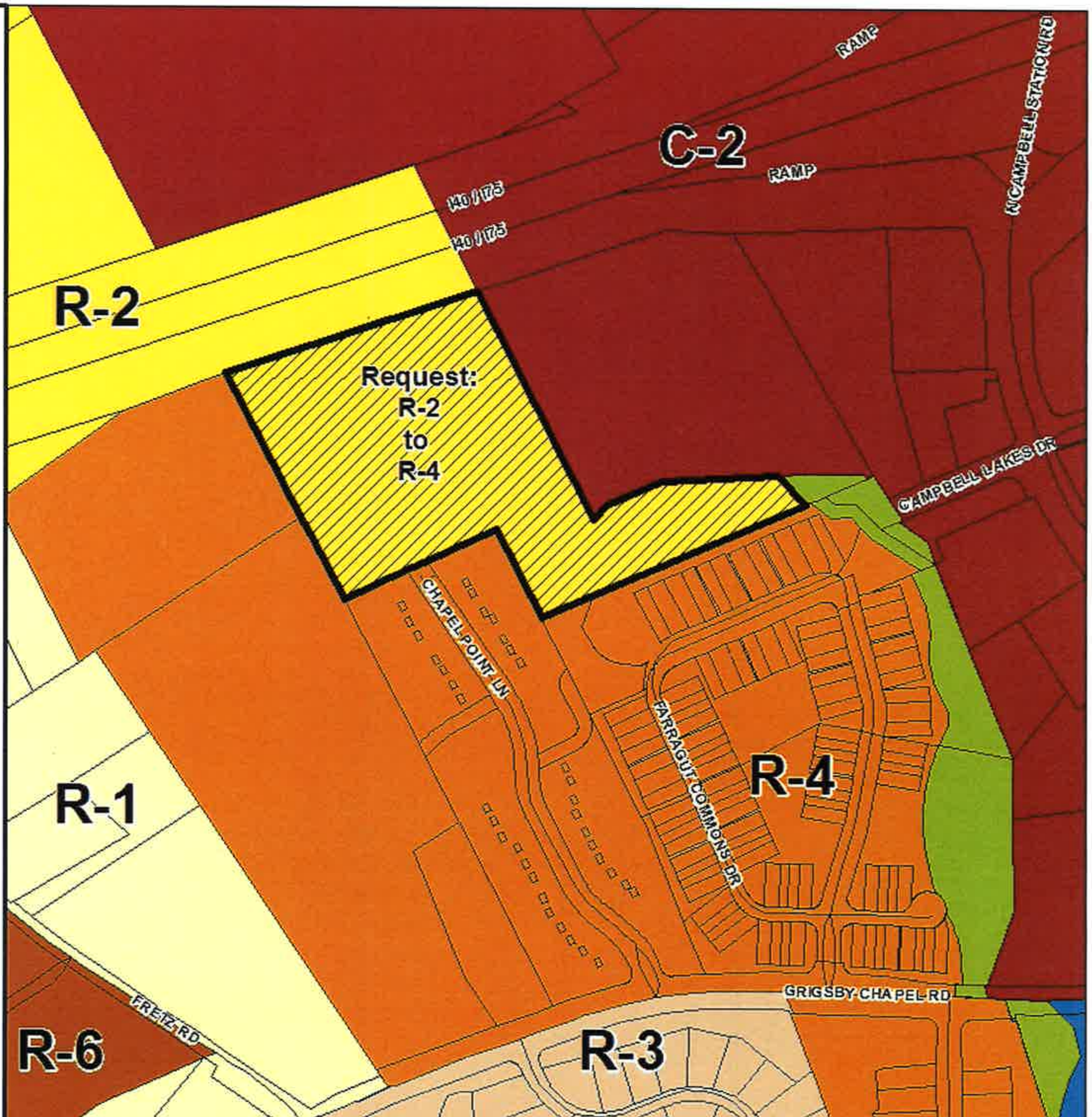
Edwin K. Whiting, Secretary

FARRAGUT MUNICIPAL PLANNING COMMISSION

farragut

Ordinance 16-26
Exhibit A

Rezone
A portion of Parcel 116.01, Tax Map 130



Legend

- Streets
- Diversified Request
- Parcels
- OS-P, Open Space/Park
- R-1, Rural Single-Family Residential
- R-2, General Single-Family Residential
- R-3, Small Lot Single-Family Residential
- R-4, Attached Single-Family Residential
- R-6, Multi-Family Residential
- O-1-3, Office, Three Stories
- C-2, Regional Commercial

1 in = 300 ft

RESOLUTION PC-16-19

FARRAGUT MUNICIPAL PLANNING COMMISSION

A RESOLUTION TO APPROVE AN AMENDMENT TO THE FARRAGUT ZONING MAP, ORDINANCE 86-16, TO RECOMMEND THE APPROVAL OF THE REZONING OF A PORTION OF PARCEL 116.01, TAX MAP 130, NORTH OF FARRAGUT COMMONS AND CHAPEL POINT, 8.63 ACRES, FROM R-2 AND FPD TO R-4 AND FPD (DIVERSIFIED HOLDINGS, INC., APPLICANT)

WHEREAS, the Tennessee Code Annotated, Section 13-4-201et seq, provides that the Municipal Planning Commission shall make and adopt a general plan for the physical development of the municipality; and

WHEREAS, the Farragut Municipal Planning Commission has adopted various elements of a zoning plan as an element of the general plan for physical development; and

WHEREAS, a public hearing was held on this request on December 15, 2016;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval to the Farragut Board of Mayor and Aldermen of an ordinance, amending Ordinance 86-16, of the Farragut Zoning Ordinance, by adding Ordinance 16-26.

ADOPTED this 15th day of December, 2016.

Rita Holladay

Rita Holladay, Chairman

E K. Whiting

Edwin K. Whiting, Secretary

AGENDA NUMBER VII.B.1 **MEETING DATE** **January 26, 2017**

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Allison Myers, Town Recorder/Treasurer

SUBJECT: First Reading of Ordinance 17-01, an Ordinance to amend the text of the Farragut Municipal Code by amending Title 8, Alcoholic Beverages, Chapter 2, Beer, Section 8-218 (4)(a), to amend the maximum square footage for Class 4 on-premise tavern permit. (The Casual Pint, Applicant)

INTRODUCTION AND BACKGROUND: In May 2014 the Board of Mayor and Aldermen amended the beer ordinance within the Municipal Code. Included in the amendment was the addition of a Class 4 on-premise tavern permit, for establishments whose primary business is or is to be the sale of beer to be consumed on the premises. The adopted details of the Class 4 permit are as follows.

There shall not be more than a total of three (3) taverns located within the corporate limits of the Town of Farragut. To qualify for a class 4 on-premises permit, an establishment must, in addition to meeting the other regulations and restrictions in this chapter:

a. *Be housed in building space and/or tenant space that does not exceed three thousand (p3,000) gross square feet.*
b. *Not make or allow the sale of beer between the hours of 12:00 a.m. and 12:00 p.m. on Sundays, and between 12:00 a.m. and 10:00 a.m. on all other days of the week.*
c. *In no event will a permit be issued authorizing the manufacture or storage of beer, or the sale of beer within three hundred forty (340) feet of any school or church. The distances shall be measured in a straight line from the nearest point on the building from which the beer will be manufactured, stored or sold to the nearest point on the building of the school or church. No permit shall be suspended, revoked or denied on the basis of proximity of the establishment to a school or church if a valid permit had been issued to any business on that same location, unless beer is not sold, distributed or manufactured at that location during any continuous six-month period.*
d. *Provide throughout with an approved, supervised automatic fire sprinkler system installed in accordance with NFPA 13.*

The Casual Pint requested this change in permit types to have the ability to open a location in Farragut. During the process the Board assigned a maximum square footage requirement and based it on the space that The Casual Pint was interested in occupying. Since the adoption of the new code, the following have Class 4 permits:

The Casual Pint, 143 Brooklawn Street, 2,997 sq. ft.
Mind Yer P's & Q's, 12744 Kingston Pike, 1,900 sq. ft.
Water into Wine, 607 N. Campbell Station Road, 2,054 sq. ft.

Mind Yer P's & Q's and Water into Wine both have a food prep area within their designated spaces.

DISCUSSION: The Casual Pint is requesting a text amendment to the beer ordinance to change the maximum square footage from 3,000 to 4,500 sq. ft. The business owner would like to utilize the additional square footage (1,337 sq. ft. space) beside the current occupied space for a food prep area and storage. Staff has discussed the requested square footage with the applicant. An additional 600 sq. ft. would be used for the prep area and the remaining space will be utilized for storage, a door would be constructed on the adjoining wall to combine the spaces.

PROPOSED MOTION: To approve Ordinance 17-01 on first reading.

BOARD ACTION:

MOTION BY:____________________________ **SECONDED BY:**____________________________

VOTE/TOTAL	WILLIAMS	MARKLI	PINCHOK	POVLIN	MCGILL
YES					
NO					
ABSTAIN					

ORDINANCE: **17-01**
PREPARED BY: **Myers**
REQUESTED BY: **The Casual Pint of Farragut**
1ST READING: **January 26, 2017**
2ND READING:
PUBLISHED IN:
DATE:

AN ORDINANCE TO AMEND THE TEXT OF THE MUNICIPAL CODE OF THE TOWN OF FARRAGUT, TENNESSEE, BY AMENDING TITLE 8, ALCOHOLIC BEVERAGES, CHAPTER 2, BEER, SECTION 8-218 (4)(a), TO AMEND THE MAXIMUM SQUARE FOOTAGE FOR CLASS 4 ON-PREMISE TAVERN PERMIT.

BE IT ORDAINED by the Board of Mayor and Aldermen of the Town of Farragut, Tennessee, that the Farragut Municipal Code, Ordinance 86-16, as amended, is hereby amended as follows:

SECTION 1.

4. Class 4 on-premise tavern where beer is sold for consumption at a tavern. Tavern shall mean a business establishment whose primary business is or is to be the sale of beer to be consumed on the premises. There shall not be more than a total of three (3) taverns located within the corporate limits of the Town of Farragut. To qualify for a class 4 on-premises permit, an establishment must, in addition to meeting the other regulations and restrictions in this chapter:

a. Be housed in building space and/or tenant space that does not exceed four thousand five hundred ~~three thousand~~ (~~3,000~~ 4,500) gross square feet.

b. Not make or allow the sale of beer between the hours of 12:00 a.m. and 12:00 p.m. on Sundays, and between 12:00 a.m. and 10:00 a.m. on all other days of the week.

c. In no event will a permit be issued authorizing the manufacture or storage of beer, or the sale of beer within three hundred forty (340) feet of any school or church. The distances shall be measured in a straight line from the nearest point on the building from which the beer will be manufactured, stored or sold to the nearest point on the building of the school or church. No permit shall be suspended, revoked or denied on the basis of proximity of the establishment to a school or church if a valid permit had been issued to any business on that same location, unless beer is not sold, distributed or manufactured at that location during any continuous six-month period.

d. Provide throughout with an approved, supervised automatic fire sprinkler system installed in accordance with NFPA 13.

SECTION 2.

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

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Dr. Ralph McGill, Mayor

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Allison Myers, Town Recorder

RECEIVED
JAN 11 2017
TOWN OF FARRAGUT

Jan 26

APPLICATION TO AMEND ORDINANCE TEXT
TOWN OF FARRAGUT, TENNESSEE

FOR OFFICE USE ONLY
Fee Paid: $250

APPLICANT NAME: Ironpool Brew, LLC dba The Casual Pint of Farragut
Address: 12800 High Oak Road (LLC); 143 Brooklawn St (store)
City/State/Zip: Farragut TN 37934
Phone Number: (865) 603-0303 (cell) 865-966-2337 (store)
Fax Number:
E-mail: pat.obrien@thecasualpint.com

CHANGE REQUESTED
Amend Zoning Ordinance, Sign Ordinance, or Municipal Code text as follows:
Amend Chapter 2, Sec. 8-218.4a from 3000 square feet to 4500 square feet

The proposed amendment is necessary due to the following changed or changing conditions: (be specific)
Our current space is 2997 square feet and we wish to add a kitchen space utilizing our current storage room behind the bar area and additional space as needed coming from adjacent empty tenant space to fit the equipment. All added (over)

P O'Brien 1/5/17
APPLICANT SIGNATURE DATE
Patrick O'Brien

OR

I HEREBY CERTIFY THAT I AM THE LEGAL REPRESENTATIVE FOR THE APPLICANT INVOLVED IN THIS REQUEST.

NAME (SIGNATURE) DATE

Street Address City/State/Zip Telephone Number continued: square footage will be out of the public's eye and not additional seating. It is anticipated to be ~ 100 additional square feet to be added to the storage room to make into a kitchen.