

Board of Mayor and Aldermen July 9, 2020 Minutes

Mayor Williams called the meeting to order at 7:00 PM. Roll Call for attendance: Aldermen Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Pinchok was absent; in addition to staff and members of the press. The meeting was held via WebEx Governor Lee's orders and the Knox County Health Department's orders regarding the COVID-19 pandemic.

Approval of Agenda

Motion was made to approve the amended agenda with the addition of Item V.D. Approval of bid for one (1) new 2020 2-Wheel Drive ½ Ton Pick-Up Truck. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes, Aldermen Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Pinchok was absent; no nays; motion passed.

Mayor's Report

Alderman Meyer thanked Mayor Williams for being a great example and leader at this time.

Approval of Minutes

Motion was made to approve the amended minutes of June 25, 2020. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes, Alderman Meyer, abstained; Alderman Povlin, yes; Aldermen Burnette, yes; Mayor Williams, yes; Alderman Pinchok was absent; no nays; motion passed.

Business Items

Approval of request for a variance from the distance between driveways requirement for arterial streets as provided for in the Driveways and Other Accessways Ordinance in relation to a conceptual site plan for 13036 and 13038 Kingston Pike, two Acres, Zoned C-1 (MBH, Inc., Applicant)

Motion was made to approve the request for a variance from the distance between driveways requirement for arterial streets as provided for in the Driveways and Other Accessways Ordinance in relation to a conceptual site plan for 13036 and 13038 Kingston Pike, two Acres, Zoned C-1. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Aldermen Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Pinchok was absent; no nays; motion passed.

Approval of Charter Amendments to the Farragut Education Relations Committee and Parks and Athletics Council

Alderman Povlin requested the approval of the revised Education Relations Committee Charter and to have a total of eight committee members and youth representatives from Farragut High School, Concord Christian and Knoxville Christian School. Moved by Alderman

Povlin, seconded by Alderman Meyer; voting yes, Aldermen Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Pinchok was absent; no nays; motion passed.

Motion was made to approve the amended Parks & Athletics Council and the Tourism Advisory Committee Charters as presented. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Aldermen Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Pinchok was absent; no nays; motion passed.

Appointments to the Parks and Athletics Council and Tourism Advisory Committee

The following were appointed to the Parks & Athletics Council and the Tourism Advisory Committee:

Parks & Athletics Council

2-year Appointment:

Bob Brock

Jeff Devlin

Debbie Pinchok

Bill McAdams

1-year Appointment:

Mark Geller

Tourism Advisory Committee

2-year Appointment:

Candace Viox, Dining Representative

Trent Walker, Lodging Representative

Amit Patel, At Large

Charlotte Jenson, At Large

Alex Bhakta, At Large

Michael Bellamy, At Large

Approval of bid for one (1) new 2020 2-Wheel Drive ½ Ton Pick-Up Truck

Motion was made to approve the purchase of an in-stock 2020 2-wheeled drive ½ Ton pick-up truck not to exceed \$26,025.30. Moved by Alderman Povlin, seconded by Alderman Meyer; voting yes, Aldermen Burnette, yes; Alderman Meyer, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Pinchok was absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced that early voting begins July 17 at the Farragut town hall and that the Town received the GFOA CAFR award for the 26th year in a row.

Citizens Forum

Laura Squires, Tran Tu and Cathey Sharp submitted citizen comments concerning the 5G infrastructure.

Meeting adjourned at 7:49 PM.



Ron Williams, Mayor



Allison Myers, Town Recorder



**FARRAGUT BOARD OF MAYOR AND ALDERMEN
AGENDA
JULY 9, 2020**

**BMA MEETING
7:00 PM**

- I. Roll Call**
- II. Approval of Agenda**
- III. Mayor's Report**
- IV. Approval of Minutes**
 - A. June 25, 2020
- V. Business Items**
 - A. Approval of request for a variance from the distance between driveways requirement for arterial streets as provided for in the Driveways and Other Accessways Ordinance in relation to a conceptual site plan for 13036 and 13038 Kingston Pike, two Acres, Zoned C-1 (MBH, Inc., Applicant)
 - B. Approval of Charter Amendments to the Farragut Education Relations Committee and Parks and Athletics Council
 - C. Appointments to the Parks and Athletics Council and Tourism Advisory Committee
 - D. Approval of bid for one (1) new 2020 2-Wheel Drive ½ Ton Pick-Up Truck
- VI. Ordinances**
 - A. First Reading
 - 1. Ordinance 20-10, ordinance to rezone Parcel 019, Tax Map 162, 1013 McFee Road, 24.85 Acres, from Agricultural (A) to Open Space Mixed Residential Overlay (R-1/OSMR) (Rackley Engineering, Applicant)
- VII. Town Administrator's Report**
- VIII. Town Attorney's Report**
- IX. Citizens Forum**

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

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

This meeting can be viewed live on Charter channel 193 and TDS channel 3. The meeting will be held virtually, authorized by Governor Lee's executive orders regarding the COVID-19 pandemic. Meeting comments, including your name and address, may be emailed to comments@townoffarragut.org and must be received by 12:00pm on July 9 to be included in the record of the meeting.

Board of Mayor and Aldermen Meeting Public Comment Protocol

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

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

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

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

Each speaker will be asked if they can agree to abide by the Comment Protocol. If so, please be prepared to speak when your name is called.

Allison Myers

From: Allison Myers
Sent: Thursday, July 09, 2020 2:29 PM
To: Ron Williams; Ron Pinchok; Louise Povlin; Scott Meyer; Drew Burnette; Drew Burnette
Cc: David Smoak; Margie Hagen; Michelle Hollenhead
Subject: Citizen Comments for tonight

All,
Below are three citizen comments for tonight's citizen forum.
Thanks
Allison

Laura Squires

Hello,

I write to comment upon my concern related to the 5:30 PM workshop scheduled for July 16. My questions are as follows:

How will the public be able to ask questions during the workshop?

Will the public have access to view the workshop?

Who is paying for the presentation given by Christopher Davis, PhD from the University of Maryland Department of Electrical and Computer Engineering and who selected him as the speaker? If you watch his YouTube videos:

<https://www.youtube.com/watch?v=xJcC7arI7HY>
<https://www.youtube.com/watch?v=qbsYj8dWR78> (Please view minute 26 where he makes the comments about why base stations could be on top of schools).

in the introduction he is referenced as: He has served as a scientific consultant to several US Government agencies and **industry**.

My question is with which cellular industry organizations he has been or is he currently affiliated?
What is his medical training related to long term effects of 5G cellular millimeter radiation on humans when it is embedded near their homes and schools for years with 24/7 emissions?

I submitted the following comment for the June 18 Planning commission meeting, only the top portion of the comment was read into the record. Would you please read the entire comment into the record and emphasize the need for a balanced presentation with two speakers.

Item for Public Forum from June 18:

In a May meeting, Tom Hale indicated Verizon has offered to send someone to discuss citizen concerns and provide information to BOMA and Planning Commission regarding 5G. I request that Farragut accept this offer and set up this type of forum with time for citizen questions after July 1, 2020.

This was submitted, but not included on June 18.

Additionally, during that forum I request Farragut also invite a non-cellular industry paid scientist to present counterpoint of multiple concerns from multiple scientists. It is important as Farragut weighs the impact of this issue on this Town that the information presented includes fair balance for opposing viewpoints.

In closing, it is wise for all to become more educated on this topic. However, wisdom comes from hearing both sides of every story and weighing the merits of each.

Laura Squires
236 Woodland Trace Drive
Farragut

Tran Tu

I would like to submit a comment for today's BOMA meeting regarding the upcoming workshop for 5G on July 16th.

Will residents have an opportunity to ask questions during the workshop and be able to view and access the workshop?

On what basis was Mr. Christopher Davis selected as an expert on 5G and the effects of 5G? Has Mr. Davis had any medical training or has Mr. Davis consulted with experts in 5G cellular radiation on humans when it is near homes and schools or does he have data in that regard?

Will there be an additional expert available that can confirm or refute the information presented by Mr. Davis so that we can have a more clear picture of what 5G will do for our residents and community?

Thank you.

Tran Tu
11101 Sonja Dr.

Cathey Sharp

Dear Town of Farragut,

I write to comment upon my concern related to the 5:30 PM workshop scheduled for July 16.

I applaud the recent endeavor to obtain information from experts about the risks of Electromagnetic Frequency to humans and wildlife. One cannot make decisions without hearing both sides of the discussion. While Christopher Davis has many credentials, publications and work experience with the measurement and equipment design, I do find his direct work with the biological effects somewhat lacking. How can I ask him questions?

I would like to see at least a video conference with a public health type doctor that has experience in the field of EMF so that we may be well rounded with our information. I don't mind to do some research on this subject.

There are numerous published studies that evaluate the health effects. Several of these references may be found at the following link: <https://ehtrust.org/wp-content/uploads/Baltimore-Small-Cell-5G-State-of-the-Science-.pdf>

Environmental Health Trust (EHT) is a nonprofit Think Tank and policy organization dedicated to identifying and reducing environmental health hazards. EHT provides independent scientific research and advice on controllable environmental hazards to local, state and national governments. They have advised communities of scientific grounds or major health and environmental concerns about the densification of 4G "small" cells and 5G technology. One such study published is the Radiofrequency Radiation Injures Trees Around Mobile Phone Base Stations.

(Sci Total Environ. 2016 Dec 1;572:554-569.doi: 10.1016/j.scitotenv.2016.08.045. Epub 2016 Aug 24.

) If trees show directional damage to 4G and 5G, why should we trust, the wireless industry to tell us it is safe. No published studies come from the industry about their measurements.

I sincerely trust the town of Farragut to at least hear both sides before making a decision and making the speakers available for the citizens to hear. I also still offer my public service to make baseline measurements prior to full 5G installation so that we can at least be the animals in the test tube with data for a peer review published study so that we may help other communities make the most informed decision about their health.

Sincerely,
Cathey Sharp
716 Woodchase Dr.

allison myers, MMC, CMFO

TOWN RECORDER

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PHONE • 865.966.7057 *Office*
865.675.2096 *Fax*

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FARRAGUT, TN 37934



  townoffarragut.org

FARRAGUT BOARD OF MAYOR AND ALDERMEN

Minutes

JUNE 25, 2020

Mayor Williams called the meeting to order at 7:00 PM. Roll Call for attendance: Aldermen Burnette, yes; Alderman Pinchok, yes; Alderman Povlin, yes; Mayor Williams, yes; Alderman Meyer was absent; in addition to staff and members of the press. The meeting was held via WebEx Governor Lee's orders and the Knox County Health Department's orders regarding the COVID-19 pandemic.

Approval of Agenda

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

Mayor's Report

Julie Blaylock, Farragut West/Knox Chamber, presented the Chamber review for the past year.

Approval of Minutes

Motion was made to approve the minutes of June 11, 2020 as presented. Moved by Alderman Povlin, seconded by Alderman Burnette; voting yes, Alderman Pinchok, yes; Alderman Povlin, yes; Aldermen Burnette, yes; Mayor Williams, yes; Alderman Meyer was absent; no nays; motion passed.

Business Items

Approval of Resolution R-2020-06, FY21 Fee Schedule

Motion was made to approve Resolution R-2020-06. Moved by Alderman Povlin, seconded by Alderman Pinchok. After some discussion the following changes were made:

- Addition of a Non-Profit, After Hours fee of \$150 for a two-hour rental. Moved by Mayor Williams, seconded by Alderman Povlin.
- Increase the Zoning Ordinance & Subdivision Regulations Text Amendment fee and the Municipal Code Text amendment fee to \$300 each. Moved by Mayor Williams, seconded by Alderman Burnette.

Motion was made to approve the amended Resolution R-2020-06. Moved by Alderman Povlin, seconded by Aldermen Burnette; voting yes, Alderman Pinchok, yes; Alderman Povlin, yes; Aldermen Burnette, yes; Mayor Williams, yes; Alderman Meyer was absent; no nays; motion passed.

Approval of FY2021 Committee Appointments

Motion was made to approve the following committee appointments for Fiscal Year 2021. Moved by Alderman Pinchok, seconded by Alderman Povlin; voting yes, Alderman

Pinchok, yes; Alderman Povlin, yes; Aldermen Burnette, yes; Mayor Williams, yes; Alderman Meyer was absent; no nays; motion passed.

Beautification Committee:

Marty Rogers
T.C. Williams
Diane Duncan
Beverly Hammond
Louise Povlin (BMA Member)

Plumbing, Gas, Mechanical:

Wes Tankersley
Nicholas Moskal

Board of Zoning Appeals:

Jim Holladay

Museum Advisory Committee:

Joyce Moran
Gordon Michaels
Linda Wimbrow
William Rhodes
Mayor Williams (BMA Member)

Stormwater Advisory Committee:

Valerie McFall (Water Quality)
Ken Hawkins (Landscape)
Edward McGimsey (At-Large)
Louise Povlin (BMA Member)

Visual Resources Review Board:

Brittany Moore
Derek Wright
Ron Pinchok (BMA Member)

Approval of Visual Resources Review Board Charter Amendment

Motion was made to approve the changes to the Visual Resources Review Board Charter. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Alderman Pinchok, yes; Alderman Povlin, yes; Aldermen Burnette, yes; Mayor Williams, yes; Alderman Meyer was absent; no nays; motion passed.

Ordinances

Public Hearing & Second Reading

Ordinance 20-06, an ordinance to amend Appendix A – Zoning, Chapter 2. – Definitions, to define Art and Fitness Studio, and Chapter 3. – Specific District Regulations, Section XVII. – Office District (O-1), to modify permitted uses (Matthew McClanahan, Applicant)

Motion was made to approve Ordinance 20-06 on second and final reading. Moved by Alderman Povlin, seconded by Alderman Pinchok; voting yes, Alderman Pinchok, yes;

Alderman Povlin, yes; Aldermen Burnette, yes; Mayor Williams, yes; Alderman Meyer was absent; no nays; motion passed.

Town Administrator's Report

David Smoak, Town Administrator, announced the following:

- Beginning July 1, all Board of Mayor and Aldermen meetings and Farragut Planning Commission meetings will be held at the Farragut Community Center
- July 4th parade is cancelled; the Town is having a Festive 4th at Home and encourage residents to decorate their home s for the 4th of July
- Starting July 1, Knox County will move to the new health regulations with the Tennessee Pledge through the state

Meeting adjourned at 7:55 PM.

Ron Williams, Mayor

Allison Myers, Town Recorder

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Discussion and public hearing on a request for a variance from the distance between driveways requirement for arterial streets as provided for in the Driveways and Other Accessways Ordinance in relation to a conceptual site plan for 13036 and 13038 Kingston Pike, two Acres, Zoned C-1 (MBH, Inc., Applicant)

INTRODUCTION AND BACKGROUND: This item involves a variance request from the Town's Driveways and Other Accessways Ordinance. Specifically, the applicants are requesting an approximately 214-foot variance from the typical 400-foot separation requirement for driveways along arterial streets. The property in question consists of two existing lots located immediately to the east of the Dixie Lee Wines & Liquor property and to the north of the Cool Sports Icearium property. The lots front on Kingston Pike and the developers are proposing one main shared entrance drive off Kingston Pike with cross-lot connectivity to both the Dixie Lee Liquor site and the Icearium property. The cross-lot access provisions will provide indirect vehicular and pedestrian access to S. Watt Road through each of those sites.

DISCUSSION: The applicants originally requested a full access onto Kingston Pike. After discussions with the Town Engineer, the applicants subsequently modified their request to become a right-out only turn concept (see attached illustration). The right-out only turn concept is intended to lessen the potential for stacking and turning movement conflicts in the existing center turn lane along Kingston Pike. The Town Engineer supports the change as an improvement to the original proposal.

As part of their request, the applicants note that they are attempting to align the proposed shared access drive with the access to a flag lot that they own and control on the north side to Kingston Pike. They propose that the location of the flag lot access is the most logical location for a future access point for the three lots located across from the subject property, but they also note that these lots are owned by unrelated parties. As pointed out to the Planning Commission, this could present future access issues for the two lots located on either side of the flag-lot. In effect, all three of the lots on that side of Kingston Pike would have to share the same common access point without there being additional variances granted for the two other lots.

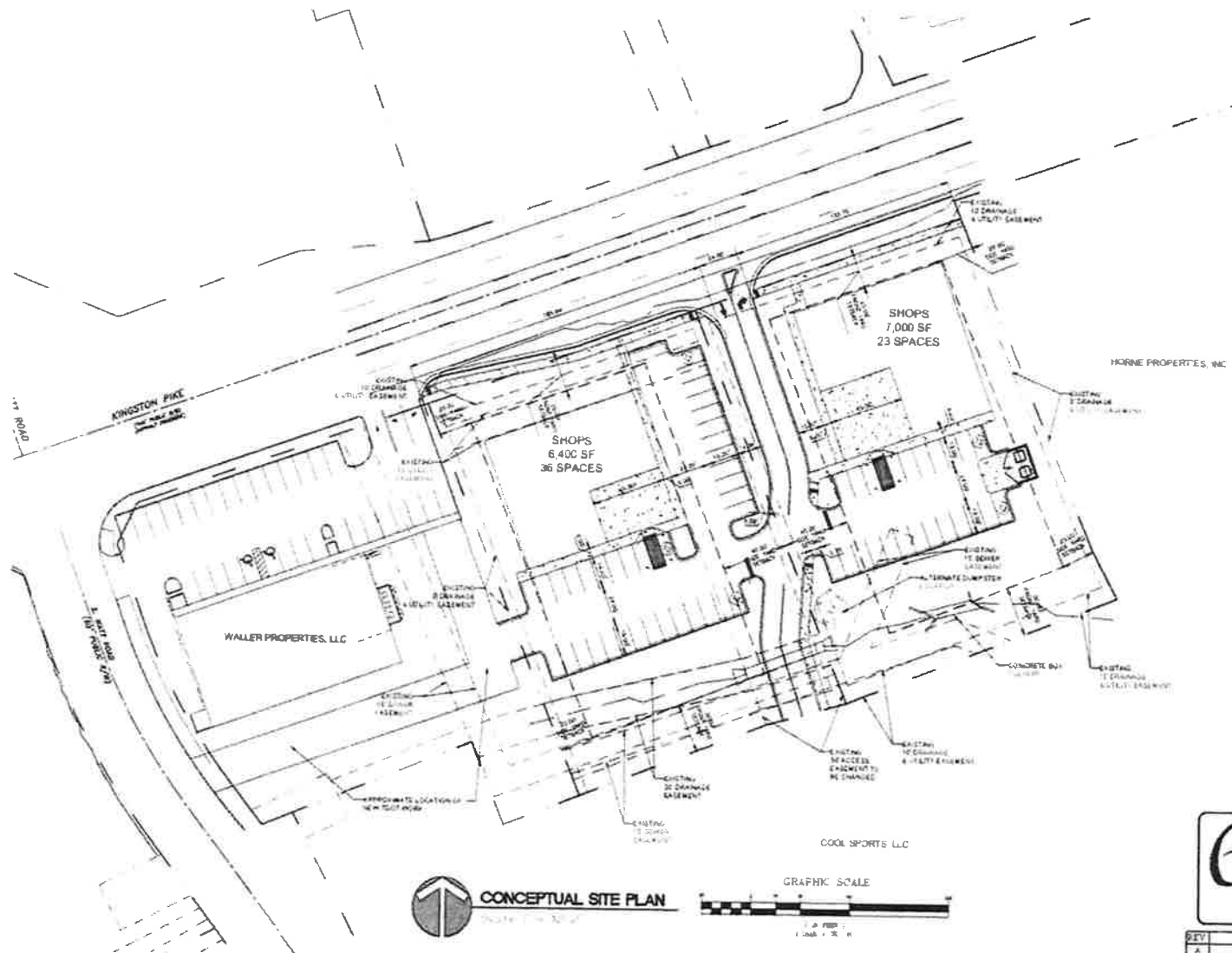
RECOMMENDATION: At their meeting on June 18, the Planning Commission unanimously recommended approval of the variance request. It was noted that the modified access was a significant improvement from the original full access. With regards to the access implications for a future access point on the north side of Kingston Pike, it was noted that the applicant is aware and in agreement that the goal is to have a cross access easement on the flag lot when the properties on the north side of Kingston Pike develop that would provide for a common access point to Kingston Pike for the flag lot and the two abutting lots. The applicant has already had a conversation with one of the property owners about such common access point. This would benefit all three properties and line up with the access being requested at this time.

PROPOSED MOTION: To approve the requested variance.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



1313 Kalmia Road
Knoxville, TN 37909
Ph: 865 566 0185
Fax: 888 485 7005



REV	DESCRIPTION	BY	DATE
A	Revised per TIF Comments	TIF	06/07/2011
PROJECT NAME: 1313 Kalmia Road		DRAWN BY: TIF	CHECK BY:
DRAWING TITLE: Conceptual Site Plan		DESIGNED BY: MAB	DATE: 06/07/2011
LOCATION: 1313 Kalmia Road		FILE NAME: 1313 Kalmia	
DATE: 06/07/2011		FILE NUMBER: 1313-K	
Client: Mike Baker		DATE: 06/07/2011	

CSP1

AGENDA NUMBER V.B

MEETING DATE JULY 9, 2020

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: David Smoak, Town Administrator 

SUBJECT: Approval of Charter Amendments to the Farragut Education Relations Committee, Parks and Athletics Council and Tourism and Visitor Advisory Committee

INTRODUCTION: The purpose of this agenda item is to approve Charter Amendments to the Farragut Education Relations Committee, Parks and Athletics Council and Tourism and Visitor Advisory Committee.

DISCUSSION: The Board of Mayor and Aldermen met in a workshop on June 25, 2020 to discuss various amendments to the charters of each of the committees under review. Each of the changes to the charters are attached and are centered around the voting members and makeup of each committee.

PROPOSED MOTION: To approve the Charter Amendments to the Farragut Education Relations Committee, Parks and Athletics Council and Tourism and Visitor Advisory Committee.

BOARD ACTION:

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

<u>VOTE/TOTAL</u>	<u>MEYER</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>BURNETTE</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____



Farragut Education Relations Committee Charter

ARTICLE I: NAME

The name of this body shall be the **Farragut Education Relations Committee** (hereafter called the “committee”).

ARTICLE II: PURPOSE

The purpose of the committee shall be to connect the Town of Farragut with the education institutions and youth in the Farragut community. Additionally, the committee will advise the Town Staff and Board of Mayor and Aldermen on school and student activities and achievements, youth leadership opportunities and community service opportunities, and other issues as directed by the elected body.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee ~~should~~ shall consist of nine (9) voting members and be composed of the following: the Town Administrator or his/her designee, five (5) at large voting members, one (1) member of the Board of Mayor and Aldermen appointed annually on or around July 01 by the Board, seven (7) voting members, each one (1) voting member shall be a representative of one each of the educational institutions within the Town's boundaries including Farragut Primary School, Farragut Intermediate School, Farragut Middle School, Farragut High School, Concord Christian School, St. John Neumann Catholic School and Knoxville Christian School, one (1) member shall be a resident of the Town of Farragut and two (2) non-voting youth members which will be selected and appointed by majority vote of the committee.

- The Town Administrator or his/her designee shall serve as an ex officio non-voting member of this committee and be responsible for providing Town Staff support to the committee as the Town Administrator deems appropriate.
- ~~The at large members of the committee shall be appointed for a term of two (2) years. Appointees shall be limited to two (2) terms on this committee.~~ Members should may hold committee membership until a successor is appointed.
- The non-voting youth members' term may be for up to two years depending on the youth members' availability. The non-voting youth members may be removed from the committee at any time by majority vote of the committee.

The main intent of this committee is to provide an opportunity for the representatives from the town and the schools to collaborate and coordinate with each other and to engage with the youth in the Town of Farragut. ~~diverse review, collaboration, and recommendation on issues involving education/schools. To that end, the make-up and qualifications of the at large membership shall be diverse in background, education, and profession when possible. The at large members shall be a resident of the Town of Farragut and/or formally involved (either appointed or elected) with the school they represent Knox County School system.~~

Section II. Appointment

Except for the Town Administrator or his/her designee, and the non-voting youth members, all voting members of the committee shall be approved ~~appointed~~ by majority vote of the governing body.

Section III. Committee Responsibilities: The Committee shall:

- a. Be subordinate to the Board of Mayor and Aldermen.
- b. Annually establish committee goals and objectives for the upcoming year.
- c. Recommend guidance, policy, and procedures to the governing body related to education and engagement with education institutions and youth in the Farragut community.
- d. Review and make a recommendation to the Board of Mayor and Aldermen funding related to ~~Knox County schools and other~~ committee initiatives.
- e. Provide a verbal annual report to the Board of Mayor and Aldermen at the end of the calendar year (or as needed).
- f. Provide recommendations on appointments to the committee to the Board of Mayor and Aldermen.
- g. Annually review this charter and provide recommendations on changes to the Board of Mayor and Aldermen as appropriate.

Section IV. Attendance at Meetings

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the second absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

A committee member who has any interest in any matter before the committee, that member shall disclose said interest in accordance with the adopted Town Ethics Ordinance. The Chairman shall make the determination on whether that member shall have a vote in said matter.

ARTICLE IV: OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

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

Section III. Terms of Officers

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

Section IV. Vacancies

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

Section V. Chairman

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

Section VI. Vice Chairman

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

Section VII. Secretary

The Secretary shall record and maintain accurate records and minutes of the proceedings of the committee.

ARTICLE V: MEETINGS

Section I. Regular Meetings

The committee shall meet monthly or as needed at Town Hall with the time and date to be determined by the committee. The committee shall determine and publish on the Town website and Town Hall community board the upcoming year's meeting schedule on or around July 1.

Section II. Quorum

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

Section III. Special Meetings

Special meetings may be called by the Chairperson or by simple majority of the committee. Notice of a special meeting may be served by delivering it to the committee members in person, by phone number of record or by email of record, at least 24 hours prior to the special meeting.

Section IV. Length of Meetings

Committee meetings shall not be more than two (2) consecutive hours in duration except that a meeting may be extended by thirty (30) minute intervals by majority vote of the committee.

Section V. Procedures

All meetings shall be held in accordance with Roberts Rules of Order and the Tennessee Open Meetings Act

ARTICLE VI: AMENDMENTS

This Charter may be amended at any time by committee recommendation to the Board of Mayor and Aldermen or at the sole discretion of the Board of Mayor and Aldermen.



Farragut Parks and Athletics Council Charter

The Farragut Parks and Athletics Council is to advise and assist the Town of Farragut, its citizens and its staff in park and athletic activities. The council will serve as an advocate for park and athletic issues in the Town's decision-making process and provide guidance and support in implementing actions that promote parks, athletics and recreational activities for citizens of the Farragut community.

The Town of Farragut has a goal to encourage healthy physical activity for residents of all ages by identifying, providing, utilizing and expanding quality recreational facilities. These facilities should provide a backdrop for activities that provide rich and diverse recreational opportunities for the citizens of the Farragut community that enhance the quality of life in the Town of Farragut. The Farragut Parks and Athletics Council shall support the Farragut Board of Mayor and Aldermen, the Town staff and the citizens of Farragut in achieving these goals.

The council shall:

- promote the Town of Farragut parks and recreation and encourage citizen participation;
- review and/or recommend policies and procedures that encompass recreational activities, athletics and facilities;
- review policies and make recommendations regarding fees, services, charges and fines related to program activities, facilities and equipment provided by the Town;
- review and approve the utilization of facilities including field use;
- make recommendations regarding acquisition, sale, design, improvement, maintenance, operations and scheduling of facilities/equipment provided by the Town;
- contribute to continuous feedback and make recommendations to both the Parks and [Leisure Services Recreation](#) Department and the Town of Farragut;

The council will consist of ~~ten~~ nine-at large voting members and one voting member from the Board of Mayor and Aldermen appointed by the Board of Mayor and Aldermen. Additionally, the committee may appoint one (1) non-voting youth member to serve as outlined in the adopted by-laws. All council members shall abide by the by-laws as approved by the Farragut Board of Mayor and Aldermen.

The voting members of the committee shall be appointed for a term of two (2) years. Voting members shall be limited to two (2) terms on this committee. Years of service served prior to July 1, 2019 shall not count in determining years of service.

Meetings of the council will be held monthly. The council is requested to provide copies of their minutes to the Board. By the end of June each year, the committee is to provide the Farragut Board of Mayor and Aldermen with an annual report on the status of their goals and objectives.

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

The Town staff will support the council by providing background and research and attending meetings.

It is specifically noted that the Town has a council or committee that is responsible for each of these areas: arts, beautification and heritage. It is expected that, where appropriate, the Farragut Parks and Athletics Council and these committees will be mutually supportive.

This charter was approved by the Farragut Board of Mayor and Aldermen.



FARRAGUT VISITOR AND TOURISM ADVISORY COMMITTEE CHARTER (TVAC)

ARTICLE I: NAME

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

ARTICLE II: PURPOSE

The purpose of the committee is to advise and assist the Town of Farragut, its elected officials, citizens and staff, and serve as an advocate in the Town’s decision-making process for promoting the tourism initiative known as Visit Farragut. Committee members will act as ambassadors for the Town and work to identify tourism opportunities which will have a positive economic impact in our community.

ARTICLE III: COMMITTEE

Section I. Number, Terms, Qualifications

The committee shall consist of ~~nine-eleven~~ (911) voting members; five (5) of these voting members shall be composed of the following:

At least one (1) member shall be a representative of the Farragut Board of Alderman appointed annually on or around July 01 by the Board of Mayor and Alderman; at least one (1) member shall be a representative of a Farragut lodging business; at least one (1) member shall be a representative of a Farragut attraction; at least one (1) member shall be representatives of a Farragut dining establishment; at least one (1) shall be representatives of a Farragut sales-tax producing retail establishment. The remaining ~~three-six~~ (36) at-large voting members will be representatives of our diverse community. Two-thirds (2/3) of the committee shall be Farragut residents and/or registered Farragut business owners with the remaining one-third (1/3) of the members representing community stakeholders from the East Tennessee region. The Committee shall have one non-voting youth member that will be selected and appointed by the majority of the committee.

- Tourism Coordinator shall serve as an ex-officio member of this committee and be responsible for providing Town staff support to the committee as she/he deems appropriate.
- The members of the committee shall be appointed for a term of two (2) years. Committee members shall be limited to two (2) terms on this committee. Terms shall be staggered.
- The non-voting youth member's term may be for one school-year term or less depending on the youth member's availability. The non-voting youth member may be removed from the committee at any time by majority vote of the committee.

Section II. Appointment

- Except for the Tourism Coordinator and the non-voting youth member, all members of the committee shall be appointed by majority vote of the Board of Mayor and Aldermen.

Section III. Committee Responsibilities:

- a) Be subordinate to the Board of Mayor and Aldermen.
- b) Annually establish committee goals and objectives and make funding recommendations to the Board of Mayor and Aldermen, through the Town Administrator, for inclusion into the annual budget.
- c) Provide a written annual report to the Board of Mayor and Aldermen at the end of the fiscal year.
- d) Assist in identifying grant opportunities and preparing grant proposals to help fund the Town's tourism objectives.
- e) Assist in the conceptualization, development and prioritization of economic development projects specific to tourism.

Section IV. Attendance at Meetings

Voting members serve at the pleasure of the Board of Mayor and Aldermen and are expected to attend scheduled meetings. The term of any voting member shall expire on the second absence from the scheduled meetings during the fiscal year. Voting members may seek reappointment by the Board of Mayor and Aldermen.

Section V. Disclosure of Interests

A committee member who has any interest in any matter before the committee, shall disclose said interest in accordance with the adopted Town Ethics Ordinance. The chairman shall make the determination on whether that member shall have a vote in said matter.

ARTICLE IV. OFFICERS

Section I. Officers

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

Section II. Nomination and Election of Officers

Any member may nominate any other member of the committee (other than the Board of Mayor and Aldermen committee member and Tourism Coordinator) to serve as an officer of the committee. Officers of the committee shall be elected by majority vote of the committee. Officers shall be elected upon inception of the committee (at the 1st official meeting).

Section III. Terms of Officers

Officers of the committee shall be for a term of one year commencing after election. These positions shall be elected by a majority vote of the committee. These positions can be renewed for one additional year (two-year maximum) if elected by a majority of the committee but cannot serve more than two consecutive years in the same position.

Section IV. Vacancies

A vacancy in an officer position due to resignation, removal, or otherwise may be filled by majority vote of the committee for the unexpired portion of the term.

Section V. Chairman

The chairman shall prepare agendas in collaboration with the Tourism Coordinator or his/her designee, preside at all meetings of the committee in accordance with Roberts Rules of Order, call special meetings of the committee, have the authority to cancel called meetings of the committee, provide the annual goals and year-end report to the Board of Mayor and Aldermen, and appoint a subcommittee of the committee as needed.

Section VI. Vice Chairman

In the absence of the chairman, the vice chairman shall perform the duties of the chairman.

Section VII. Secretary

The Secretary shall record and maintain accurate records and minutes of the proceedings of the committee.

ARTICLE V. MEETINGS

Section I. Regular Meetings

The committee may meet six (6) times a year at Town Hall with the time and date to be determined by the committee. The committee will determine and publish the upcoming year's schedule at the first official meeting of the fiscal year.

Section II. Quorum

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

Section III. Special Meetings

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

AGENDA NUMBER V.C MEETING DATE JULY 9, 2020

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Town Administrator David Smoak



SUBJECT: Approval of Appointments to the Tourism and Visitor Advisory Committee, the Parks and Athletics Council and the Education Relations Committee

INTRODUCTION: The purpose of this agenda item is to consider the appointments to the Tourism and Visitor Advisory Committee, the Parks and Athletics Council and the Education Relations Committee

DISCUSSION: The positions and applications for all applicants to these committees are attached for the Board of Mayor and Aldermen's consideration.

PROPOSED MOTION: To appoint members to the Tourism and Visitor Advisory Committee, the Parks and Athletics Council and the Education Relations Committee

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>MEYER</u>	<u>POVLIN</u>	<u>PINCHOK</u>	<u>BURNETTE</u>	<u>WILLIAMS</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

FY2021 Committee Appointments

Education Relations Committee (Tab 1)	Farragut Tourism/Visitor Committee (Tab 2)	Parks & Athletics Council (Tab 3)
3 Positions Available 2-year terms (5 members + BMA Member)	6 Positions Available 2-year terms (11 members)	6 Positions Available 2-year terms (11 Members)
Wendy Stiles Laura Sloan	*Angela Sanders (Dining Rep) *Michael B. Bellamy (At-Large) *Candace Viox (Dining Rep) Jamie Roark (At-Large) Linda Pearse (At-Large) Charlotte Jeensen (At-Large) Alex Bhakta (Lodging) Trent Walker (Lodging) Amit Patel (Lodging)	*Debbie Pinchok *Jeff Devlin *Bob Brock Mark Geller Bill McAdams
1 _____ 2 _____ 3 _____	Lodging Representative (1-1 Year Appt. & 2-2 year appt) 1 _____ 2 _____ 3 _____	(1-1 year appt) 1 _____ 2 _____ 3 _____
	Dining Representative 1 _____ At- Large 1 _____ 2 _____	4 _____ 5 _____
Board Member 4 <u>Louise Povlin</u>	Board Member 1 <u>Ron Pinchok</u>	Board Member 6 <u>Drew Burnette</u>
Must be a Town resident		2/3 of membership must be Town Residents

Education Relations Committee



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Wendy Stiles
Address 10246 Canton Place lane Zip 37922
Knoxville TN.
Home Phone 270-792-2119 Business Phone _____
Fax _____ E-mail Wendy.stiles@gmail.com
Occupation Sales Rep.
Education B.S. of Walter State Bachelor Psychology UT
masters of Occupational Therapy milligan college
Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Museum Committee
- ☒ Farragut Education Relations Committee
- ☐ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the segment you would represent: _____

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature Wendy Stiles Date May 4, 2020

Please sign, date and return to:
Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org



Wendy Stiles

270-792-2119 wendy.stiles@me.com Knoxville, TN

Profile

I am an experienced medical sales representative with a proven history of turning failing territories into leaders and growing successful territories to new heights. I have a deep network of providers in east Tennessee which I maintain excellent relationships with and who look to me as a valuable resource for their practice. My experience spans multiple disease states, products, devices, and services including diabetes, cardiovascular, CNS, imaging, and pain as well as calling on a variety of providers including orthopedic, internal family medicine, pain consultants, chiropractors, urologists, endocrinologists, and neurologists. This experience has taught me to customize my approach to each provider's style and to be successful across multiple disciplines.

Experience

SALES REPRESENTATIVE, OUTPATIENT DIAGNOSTIC CENTER: KNOXVILLE, TN – 2016-PRESENT

Responsible for marketing imaging services including MRI, CT, Ultrasound, X-Ray, Fluoroscopy, Bone Density, EMG, and Nuclear Medicine to providers in East and Central TN

- Ranked #3 in the company.
- Two time "Cannon Award" winner for year over year volume growth (2018, 2019)
- 2018 Reach 121% of goal.
- Grew 25 new providers and clinics within the first 6 months.
- Exceeds expectations on all reviews, exceeds incentive and on budget since becoming the sole rep for the territory.
- Responsible for expanding reach to new areas and varying provider types.



Wendy Stiles

270-792-2119 wendy.stiles@me.com Knoxville, TN

SALES REPRESENTATIVE, JANSSEN PHARMACEUTICALS: KNOXVILLE, TN – 2015-2016

Responsible for marketing Invokana for diabetes and Xarelto for DVT & PE prevention in the west Knoxville market.

- Nationally Ranked #186 of 1000+
- Invokana Lead
- Recognized nationally for Invokana market share increase of 5% in the first year.
- Finished top of my training class
- Safe Fleet lead

SALES REPRESENTATIVE, INVENTIV HEALTH: KNOXVILLE, TN – 2010-2014

Worked on contracts for Sanofi Diabetes (2013-2014) and Endo Pharmaceuticals (2010-2013).

For Sanofi Diabetes promoted Insulin injectables Lantus and Apidra. Ranked #17 of 82 in the region. Achieved 105% to goal in 2014.

For Endo Pharmaceuticals promoted Opana ER to primary care, endocrinologists, pain consultants, emergency room, and community pharmacies.

- 2013 Footprint Collaboration Award - top 20% in the Nation
- 2012 Footprint Collaboration Award - top 20% in the Nation
- Received "exceeds expectations" on all reviews.
- Named district mentor for new hires.
- Facilitated district sales meetings on selling skills, product direction, and product knowledge



Wendy Stiles

270-792-2119 wendy.stiles@me.com Knoxville, TN

TERRITORY MANAGER, EMPI MEDICAL: BOWLING GREEN, KY – 2008-2010

Responsible for marketing medical devices for acute and chronic pain patients, including electrical stimulation, traction devices, bracing and iontophoresis across south central Kentucky.

- 2010 Ranked #1 out of 300 nationally for the Empi Active TENS unit.
- Ranked #2 out of 300 nationally for over all sales.
- Increased Empi Active unit sales 268% in six months.
- In 2009 Ranked #1 representative nation wide for the launch of Empi Wireless TENS unit.
- Total volume increase of 121% for 2009, the highest in the nation.

SALES REPRESENTATIVE, ORTHO-MCNEIL NEUROLOGICS: BOWLING GREEN, KY – 2007-2008

Promoted the CNS products Topamax, Axert, and Razadyn ER to primary care, specialty and community hospitals.

- 2008 Received "Rising Star" award for 2008.
- Ranked in the top 20% of the sales force.
- Increased Razadyne ER volume 29.7% year over year.
- Awarded "Sales Rep of the Month" for November and December 2007.

SALES REPRESENTATIVE, PDI INC: BOWLING GREEN, KY – 2005-2007

Marketed products for Schering Plough and AstraZeneca to cardiology, endocrinology, orthopedics, allergists, primary care practices and community hospitals. Received "Exceeds Expectations" for all sales activity and goals. Won consecutive sales contests 4 months in 2005. Ranked in top 10% of sales force.



Wendy Stiles

270-792-2119 wendy.stiles@me.com Knoxville, TN

CENTER MANAGER, LINCARE: PINEVILLE, KY – 2004-2005

Launched the south east KY territory marketing in-home respiratory equipment to primary care, internal medicine, pulmonologists, and hospitals. Grew territory to 160 patients and 20 continuing providers in 2 years. Promoted to Center Manager and hired, developed and trained three team members to support the territory I created. Grew the territory to be ranked 5th out of 150 in only 10 months. Awarded "Rookie of the Year" for 2005.

Education

Milligan College, Johnson City, TN - Masters of Occupational Therapy, 2001 GPA 3.34

University of Tennessee, Knoxville, TN - Bachelors of Science, Psychology, 1998 GPA 3.2

Personal Achievements

2019-present President of Knox County PTA

2017-2019 President of Farragut Primary School PTA

2016 Vice President of Farragut Primary School PTA

Dear Town of Farragut,

I believe I would be a great addition to the educational committee, I was Mrs Gina Byrd PTA President for Two years, and pulled off the Gina Byrd day. I have been the Knox County PTA President this last year, working w/ Mayor Jacobs in Read City, we also got 4 School books they needed for their library, we also adopted 2 School for Christmas every child got 3 gifts a piece. I come from a history w/ my dad being Superintendent @ Claiborne County Schools, and principal at different schools, my sister a teacher for many years. I like to fund-raise and make sure school have what they need. I want to make a difference and I know I can on your great team. I am a driven, passionate person who believes in education. I would be honored to be on this Committee.

Thank you all for your time
and consideration.

I really hope to hear from
you!

Wendy Stiles
870-692-2119

I have the

- ① Drive
- ② Passion
- ③ Wanting to make a difference
- ④ Be apart of an amazing team
- ⑤ I love education and
helping the teachers and kids

Pam Hall

From: noreply@civicplus.com
Sent: April 24, 2020 2:04 PM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for

Farragut Education Relations Committee

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent:

Field not completed.

Personal Information

First Name	Laura
Last Name	Sloan
Address1	237 Belleaire Drive
Address2	<i>Field not completed.</i>
City	Farragut
State	TN
Zip	37934
Home Phone Number	8656797809
Business Phone Number	865-974-3720

Occupation	Human Resources
Email Address	lsloan1@tennessee.edu
Education	Currently obtaining Master of Science Management & Human Resource at the University of Tennessee
Attach resume or additional information if desired	<i>Field not completed.</i>
Are you a graduate of the Introduction to Farragut Program?	Yes
Why would you like to serve on a Town of Farragut Committee	I have a passion for the Farragut community. I was selected for the personnel committee right as it was removed and I would enjoy serving on the education committee as it is my career and close to my heart.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	was appointed to personnel committee but only served for for one meeting

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name	Laura Sloan
------	-------------

Date	4/24/20
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Parks & Athletics Council



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Debbie Pinchok
Address 12618 Red Canyon Rd. Farragut, TN Zip 37934
Home Phone 865-675-6135 Business Phone _____
Fax 865-675-6135 E-mail dpinchok@tds.net
Occupation RN, BSN, CEN-Retired
Education BSN

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):
I currently serve as secretary of the Parks and Athletics Council. Our park system is one of Farragut's greatest assets. We have been working to share ideas and support the next phase of the McFee Park expansion and I would love to be on our committee to see this through to its completion. I am also thrilled to see the long awaited opening of the Farragut Community Center and would like to help support and participate in development of classes and programming for the Center.

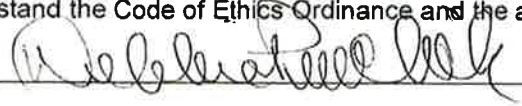
Intro to Farragut Program Graduate Yes ☒ No ☐

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Museum Committee
- ☐ Farragut Education Relations Committee
- ☐ Farragut Tourism / Visitor Advisory Committee *
- ☒ Parks & Athletics Council
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the segment you would represent: _____

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature  Date 5/6/2020

Please sign, date and return to:
Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org

From: noreply@civicplus.com
Sent: May 14, 2020 1:30 PM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for Parks & Athletics Council

The Stormwater Advisory
Committee will consist of
representatives from
backgrounds including
water quality
representative, landscape
representative, PE
representative, and at-large
representatives. If you
selected the Stormwater
Advisory Committee above,
please select the category
you would represent: *Field not completed.*

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent: *Field not completed.*

Personal Information

First Name Jeff

Last Name	Devlin
Address1	940 Weatherly Hills Blvd
Address2	<i>Field not completed.</i>
City	Knoxville
State	TN
Zip	37934
Home Phone Number	18653885432
Business Phone Number	18653885432
Occupation	Fire Chief
Email Address	firedevlin@aol.com
Education	College graduate
Attach resume or additional information if desired	<i>Field not completed.</i>
Are you a graduate of the Introduction to Farragut Program?	No
Why would you like to serve on a Town of Farragut Committee	Been on one for years, like to contribute.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which	Parks and Athletics
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Personnel

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name	Jeff Devlin
------	-------------

From: noreply@civicplus.com
Sent: Friday, May 15, 2020 3:56 PM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for Parks & Athletics Council

The Stormwater Advisory
Committee will consist of
representatives from
backgrounds including
water quality
representative, landscape
representative, PE
representative, and at-large
representatives. If you
selected the Stormwater
Advisory Committee above,
please select the category
you would represent: *Field not completed.*

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent: *Field not completed.*

Personal Information

First Name Bob

Last Name	Brock
Address1	1270 Bentley Park Lane
Address2	<i>Field not completed.</i>
City	Knoxville
State	TN
Zip	37922
Home Phone Number	8658067285
Business Phone Number	8658067285
Occupation	Realtor
Email Address	bobbrock@knoxvillefinehomesrealty.com
Education	<i>Field not completed.</i>
Attach resume or additional information if desired	<i>Field not completed.</i>
Are you a graduate of the Introduction to Farragut Program?	No
Why would you like to serve on a Town of Farragut Committee	rewarding

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees? Yes

If yes, which Parks and rec

Have you served on a Board, Commission, or Committee before? Yes

If yes, which Parks and Rec

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name Bob Brock

From: noreply@civicplus.com
Sent: April 6, 2020 10:30 AM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for

Parks & Athletics Council

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent:

Field not completed.

Personal Information

First Name	Mark
Last Name	Geller
Address1	749 Cabot Dr.
Address2	<i>Field not completed.</i>
City	Farragut
State	Tennessee
Zip	37934
Home Phone Number	5172903625
Business Phone Number	8659743211

Occupation	Director of Advancement
Email Address	MJGell20@yahoo.com
Education	Masters in Sport Leadership - Duquesne University, Bachelor in Education- Sport Management - Bowling Green State University

Attach resume or additional information if desired	MJG- Resume .pdf
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Are you a graduate of the Introduction to Farragut Program?	No
---	----

Why would you like to serve on a Town of Farragut Committee	Knoxville
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Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
--	----

If yes, which	<i>Field not completed.</i>
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Have you served on a Board, Commission, or Committee before?	No
--	----

If yes, which	<i>Field not completed.</i>
---------------	-----------------------------

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name	Mark Geller
------	-------------

Date	4/6/2020
------	----------

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

Pam Hall

From: MJG <mjgell20@yahoo.com>
Sent: April 6, 2020 10:50 AM
To: Pam Hall
Subject: Application

Hi Pam,

Sorry I hit submit and realized I didn't answer the question about why I wanted to serve on a committee.

I would like to serve on the committee because I understand the value that athletics and recreation have within a community. Growing up my dad used to umpire adult softball games and I would be the score keeper, it taught me many lessons and also showed me how important sports were to a community. My family and I have lived in Farragut for the better part of 6 years, we love the Town and all that it has to offer. I would be honored to serve the community on this voluntary capacity.

Thanks,
Mark

Mark J. Geller
(517) 290-3625
MJGell20@yahoo.com

EXPERIENCE:

Director of Advancement – College of Communication & Information
University of Tennessee Foundation
Knoxville, TN

January 2017 – present

- Manage a prospect portfolio of 176 University of Tennessee alumni and friends.
- Exceeded the College's \$15 million capital campaign goal by 129%.
- Serve on the College of Communication and Information's leadership team and the diversity & inclusion committee.
- Met with over 535 alumni and potential donors since January 1, 2017.
- Develop individualized donor solicitation strategies and proposals that resulted in 101 proposal submissions 57 which were funded generating over \$10.3m in private support for the College.
- Manage a diverse Board of Visitors comprised of high level business executives, academics, and entrepreneurs.
- Provide the Dean recommendations on new board of visitor members and alumni award nominees.
- Staff the Dean and Department Heads during donor-related meetings and events.
- Developed a comprehensive donor stewardship plan for donors that make annual, major and planned gifts.
- Oversee the submission of complex donor impact reports which provide the current and market values of gift funds and endowments.
- Provide guidance on fund allocation and endowment expenditures to donors.
- Hosted multiple donor and alumni receptions along with the planning and execution of CCI's 50th Anniversary Gala.

adidas Sports Marketing – NCAA Manager
adidas America
Knoxville, TN

November 2010 – July 2016

- Manage a diverse portfolio of college athletic properties including North Carolina State University (NC State), George Mason University, Longwood University, University of North Carolina-Wilmington (UNC-Wilmington), Tennessee State University, University of Tennessee-Chattanooga (UTC), East Carolina University, Morgan State, University of Tennessee-Knoxville (UTK) (2010-2015), and the Ohio Valley Conference.
- Achieved 2015 sales goals with over \$1million dollars combined in wholesale sales for all schools under my management.
- Develop and enhance adidas' relationship with coaches, student-athletes, administrators, university stakeholders and consumers at NC State, UT-Knoxville, George Mason, Longwood, UNC-Wilmington, Tennessee State, Ohio Valley Conference and UT-Chattanooga.
- Manage all aspects of multi-million dollar budgets comprised of apparel, footwear, uniforms & accessories for the University of Tennessee (2010-2015) and North Carolina State University.
- Wrote and submitted multiple proposals and RFP's that have resulted in new business.

- Establish strategic budget plans to keep and maintain all clients under their targeted budget.
- Developed strategic business plans to maximize adidas marketing dollars for marketing and promotional product.
- Coordinate hot market sales opportunities with adidas internal sales representatives.
- Organize product marketing launches and product placements with teams to create product sell through for licensed retailers.
- Collaborate with the adidas innovation team to develop and test soon-to-be-released product for the UT (2010-2015) and NC State.
- Supervised a limited term adidas employee each of my years at the University of Tennessee.
- Execute accurate product forecasting aligned with adidas financial targets and client needs.
- Provide customer service with the day-to-day processing of product needs by college athletic teams, equipment staff and higher education administration.
- Serve as official adidas representative at on and off campus functions including but not limited to: dinners, receptions, athletic events, and forums.
- Managed two of adidas' top college properties in the country, the University of Tennessee-Knoxville and NC State.
- Negotiated athletic department wide apparel, footwear and accessory contracts on behalf of adidas America

Assistant Director of Marketing
Duquesne University Athletics Department
Pittsburgh, PA
 January 2006-November 2010

- Maximized ticket revenue for men's basketball exceeding original goal resulting in significantly increased ticket revenue in four years.
- Placed unsolicited sales calls to secure corporate sponsors and new ticket sales.
- Negotiated and implemented corporate sponsorships for the athletic department resulting in significantly increased sponsorship revenue by in four years.
- Administrator of marketing department annual budget.
- Negotiated and managed the day- to-day relationship between the Adidas shoe and apparel contract and the CBS CollegeSports website service.
- Overhauled all athletic department technology systems including the redesign of the athletics website (utilizing the all-access feature), the implementation of Daktronics Center hung scoreboard and Matrix corner boards, and updated the click effects sound system.
- Created and implemented marketing, promotions, and publicity plans including game day events for ten intercollegiate athletic programs; with a focus on men's and women's basketball and football.
- Supervised a team of graduate student workers and undergraduate students in the office and during athletic events.
- Continually developed game day atmosphere to enhance fan experience and customer service during men's and women's basketball games.
- Served as director of game operations for all men's and women's basketball home and neutral site games.
- Managed the creation and distribution of men's and women's basketball scorecards; building community and business relationships to increase net revenue.
- Administered and directed the production of graphics used to visually enhance all athletic facilities.

- Oversaw logistics of local donor events for the Duquesne Athletic Fund.
- Oversaw the Duquesne Athletics marketing staff and created a student internship program with a focus on revenue generation and video production.
- Served as Sport Program Administrator for the cheerleading, dance team, pep band and wrestling intercollegiate team.
- Directed marketing activities for the NCAA East Regional Wrestling Championship, Atlantic 10 Men's and Women's Cross Country Championship, and Atlantic 10 Men's Soccer Championship.

Athletics Marketing Assistant

University of Dayton Athletics Department

Dayton, OH

August 2004- January 2006

- Directed and executed marketing and in-game promotional plans for seven intercollegiate sport programs, generating \$90,000 in revenue.
- Co-directed the marketing and in-game promotions for men's and women's basketball.
- Scheduled and managed half time entertainment and ball kids for men's and women's basketball.
- Administered and operated the spirit account of approximately \$64,000.
- Supervised the production and design of promotional items and publications.
- Initiated and oversaw a student employee mentoring program with a focus on improving student's professional development.
- Developed a strategic marketing plan to maximize revenue around the men's basketball program.
- Expanded and enhanced the Future Flyers Kids Club generating approximately \$8,500 in additional revenue.
- Coordinated and organized special events including the 100 Years of Football celebration, Time Warner Cable Stadium dedication, and various press conferences.
- Negotiated and implemented corporate partnerships.
- Served as Marketing Director for the Atlantic 10 Women's Soccer Championship.

Community Involvement

- Big Brothers/Big Sisters of East Tennessee – Big Brother 2012 -2013
- Big Brothers/Big Sisters of East Tennessee – Golf Committee member 2013-2014

EDUCATION:

Duquesne University

M.S., Sport Leadership 2008

Bowling Green State University

B.S. Ed, Sport Education 2004

Pam Hall

From: Bill McAdams <Bill.McAdams@live.com>
Sent: May 11, 2020 5:35 PM
To: Pam Hall
Subject: FW: Online Form Submittal: Board and Committee Application Form

Pam, I believe you received the online application automatically but just in case I am forwarding it to you. Thanks. Bill

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, May 11, 2020 5:32 PM
To: BILL.MCADAMS@LIVE.COM
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for

Parks & Athletics Council

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent:

Field not completed.

Personal Information

First Name	Bill
Last Name	McAdams
Address1	12453 Ivy Lake Drive
Address2	<i>Field not completed.</i>

City	Farragut
State	TN
Zip	37934
Home Phone Number	423-967-6406
Business Phone Number	423-967-6406
Occupation	Business Consultant / Semi-retired
Email Address	Bill.mcadams@live.com
Education	BS Chemical Engineer, Masters in Business Administration
Attach resume or additional information if desired	Bill McAdams Resume.docx
Are you a graduate of the Introduction to Farragut Program?	Yes
Why would you like to serve on a Town of Farragut Committee	Farragut is a great place to live and I have passion, time, and capabilities to contribute to the town's bright future. I am particularly interested in the success of the Parks and Athletics areas including the new Town Center.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name	Bill McAdams
Date	05/11/2020

Bill McAdams
12453 Ivy Lake Dr.
Knoxville, TN 37934
423-967-6406
billmcadams@outlook.com
www.linkedin.com/in/bill-mcadams

BUSINESS CONSULTANT

Accomplished business and corporate leader who consistently delivers earnings growth and initiative objectives. Deep expertise in scoping, staffing, and leading high-impact and complex growth or productivity efforts. Core competencies include:

- Strategic Decision Making
- Growth Portfolio Assessment and Project Execution
- Market Segmentation, Targeting, Positioning
- Problem Definition and Project Structuring
- Broad Chemical Industry Knowledge, especially Plastics and Plastic Recycling
- Team Leadership and Project Management

PROFESSIONAL EXPERIENCE

United Way of Greater Knoxville, Knoxville, TN **2019 - 2020**
A citizen's action organization focused on improving community conditions.

Volunteer **2017 – 2019**

Provided unique insights and capabilities to Community Engagement / Mobilization and Investment Committees to allocate funds from COVID 19 response fund and annual campaigns.

Eastman Chemical Company, Kingsport, TN **1987 - 2019**
Fortune 500 specialty chemical company with revenue of \$10B.

Marketing Director, Growth Platforms **2017 - 2019**

Led diverse teams to execute high-impact, complex corporate-level projects from concept development to product commercialization, presenting progress and recommendations to the CEO.

- Prevented loss of current customers and created growth opportunities with sustainability-driven brands by incorporating new Advanced Chemical Recycling (ACR) technology into product line strategies.
- Provided market the first bioplastic product with engineering plastics properties with commercialization of Trêva™ engineering bioplastic product line.
- Selected target company to acquire and initiated purchase process by understanding the industry landscape and developing an acquisition pipeline.

Product Management Director **2012 - 2016**

Managed three major product lines with revenue of \$1.3B and a large manufacturing asset base exceeding 10% per year earnings growth.

- Stabilized volume and earnings of mature product lines by developing market segment strategies, tracking market share and competitive activity, and adjusting our offer, as needed.
- Expanded Tritan™ monomer and polymer capacity by 85%, gaining approval for \$200M capital project requiring alignment of five businesses, presentations to the executive team, and complex financial modeling.

Business Development Director **2007 - 2012**

Developed projects to commercialize chemical recycling and chemicals from gasification with co-investment by other chemical companies.

- Negotiated favorable intellectual property terms and payment of \$2.5M in a joint development agreement with a peer plastics supplier.
- Reached terms on supply contracts with potential customers for a planned petrochemical project by completing market analysis, engaging with customers, and negotiating term sheets.

Eastman Chemical Company (continued)

Director, Strategy Consulting

2004 - 2006

Liaised with external management consultants and new employees to transform Eastman's marketing and business capabilities.

- Completed successful initial phase of a competency-building effort when selected by executive management to provide Eastman context, understand stakeholders, manage change, and drive implementation.

Business Unit Director

2000 - 2003

Responsible for profit and loss of strategic global business with revenue of \$170M, directing over 50 people in marketing, sales, technology, and supply chain directly aligned with this business.

- Maintained market share and margins despite a major new entrant in a product line pioneered by Eastman by developing and executing a comprehensive business strategy.
- Achieved sales of \$25M from new differentiated products by shifting resources to specialty markets and products.

Regional Business Manager, Asia Pacific (Singapore) **1996 - 1999**

Achieved rapid capacity build for new manufacturing facility in Kuantan, Malaysia, by driving customer qualification and transition from US supply.

- Expanded specialty plastics business in Asia, growing revenue 19% / year to \$80M revenue by building a 15-person sales and marketing team.

EDUCATION

Master of Business Administration (MBA)

Louisiana State University, Baton Rouge, LA

Bachelor of Science (BS) in Chemical Engineering

University of Tennessee, Knoxville, TN

TRAINING

Eastman Business Management Curriculum and Executive Education Programs, Kingsport, TN

Completed courses in Strategy, Marketing, Finance, Global Economies, Negotiation, Joint Ventures and Alliances, Pricing Management, Leadership, Six Sigma, and other related topics

Tourism/ Visitors Committee

From: noreply@civicplus.com
Sent: April 6, 2020 4:31 PM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for

Farragut Tourism / Visitor Advisory Committee

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent:

Dining Representative

Personal Information

First Name	Angela
Last Name	Sanders
Address1	137 Admiral Road
Address2	<i>Field not completed.</i>
City	Knoxville
State	TN
Zip	37934
Home Phone Number	8657554656
Business Phone Number	8656750505

Occupation	Manager
Email Address	Asanders1957@hotmail.com
Education	Bachelor of Science University of TN Knoxville
Attach resume or additional information if desired	<i>Field not completed.</i>
Are you a graduate of the Introduction to Farragut Program?	Yes, No
Why would you like to serve on a Town of Farragut Committee	Getting things back on track is going to be a challenge and I have been on the committee for a year and would like to help rebuild the businesses that suffered thru the pandemic.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	Tourism
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which	Tourism

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name	Angela Sanders
Date	April 6, 2020

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



TOWN OF FARRAGUT TOURISM/VISITOR ADVISORY COMMITTEE APPLICATION

Name: Michael B. Bellamy Preferred email: mbellamy10@gmail.com
Address: 11448 Bancroft Lane, Farragut, TN 37934
Home Phone #: 8652961661 Business Phone #: _____ Cell Phone #: 8652961661
Occupation: Attorney
Education: Juris Doctorate

Why would you like to serve on the Town of Farragut Tourism/Visitor Advisory committee?

Farragut needs additional revenue due to the economic impact of Covid-19. I believe tourism to Farragut is a great source for additional revenue. I would love the opportunity to continue working with Karen Tindal.

Please attach a resume or use this space to include additional information if desired:

Are you an Intro to Farragut Graduate? ☐ Yes ☒ No

The Tourism/Visitor Advisory Committee will consist of 9 voting members; 1 member will be a representative of the Town of Farragut Board of Mayor and Alderman, 4 of these members will represent the following segments of the community while the remaining 4 will be at large members. Please indicate which segment you would represent by checking the boxes below:

- ☐ Representative of a Farragut lodging establishment
- ☐ Representative of a Farragut attraction/entertainment establishment
- ☐ Representative of a Farragut dining establishment
- ☐ Representative of a Farragut sales-tax producing retail establishment.
- ☒ At Large member

I give permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the Tourism Advisory Committee Charter.

Signature: *Michael B. Bellamy* Date: 5/19/2020

Please sign and date and return to:
Farragut Town Hall
11408 Municipal Center Drive, Farragut TN 37934
Fax: 675-2096 or scan/email to pam.hall@townoffarragut.org



TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Candace Viox
Address 11045 Farragut Hills Blvd Zip 37934
Home Phone 865 771-0780 Business Phone 865.392.1586
Fax _____ E-mail wzwknoxville@gmail.com
Occupation Business Owner
Education Mississippi State, Lee University

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):
to help with tourism for our growing town.

Intro to Farragut Program Graduate Yes _____ No _____

Indicate which Committee you are interested in serving:

- _____ Arts and Beautification Committee
- _____ Board of Plumbing & Gas/Mechanical Examiners
- _____ Board of Zoning Appeals (BZA)
- _____ Farragut Museum Committee
- _____ Farragut Education Relations Committee
- ☒ ✓ Farragut Tourism / Visitor Advisory Committee *
- _____ Parks & Athletics Council
- _____ Stormwater Advisory Committee
- _____ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the category you would represent: Dining

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature [Signature] Date 11/8/19

From: noreply@civicplus.com
Sent: April 25, 2020 1:06 AM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for

Farragut Tourism / Visitor Advisory Committee

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent:

Field not completed.

Personal Information

First Name	Jamie
Last Name	Roark
Address1	12507 Cotton Blossom Ln
Address2	<i>Field not completed.</i>
City	Farragut
State	TN
Zip	37934
Home Phone Number	5137026405
Business Phone Number	8655603957

Occupation Stock Plan Administrator

Email Address jamie.roark@live.com

Education *Field not completed.*

Attach resume or additional information if desired *Field not completed.*

Are you a graduate of the Introduction to Farragut Program? No

Why would you like to serve on a Town of Farragut Committee I feel tourism is a way that helps an area become a center of activity. It promotes excitement and pride in your community. It brings additional business opportunity to our community and therefore creates more jobs and opportunities for our citizens.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees? No

If yes, which *Field not completed.*

Have you served on a Board, Commission, or Committee before? No

If yes, which *Field not completed.*

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name Jamie Roark

Date 4/24/2020

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EMPLOYMENT AND EXPERIENCE

04/2020 – Present

Discovery, Inc.

Knoxville, Tennessee

Manager – Global Equity Administration

- Administer all stock plans including stock options, RSUs, and Phantom RSUs, and Performance RSUs for 35 countries around the world.
- Preparing equity reports and assist in the review of monthly, quarterly, and yearly reconciliation of equity information.
- Preparing information and reports to assist our payroll group with W-2 income calculations and tax filings related to equity transactions.
- Generating reports as needed for audit, tax and legal filings.
- Assist our legal department with form 4 filings and maintaining our insider and Section 16 population.
- Assisting with quarterly preparation of all stock compensation related disclosures; and with various ad-hoc reporting/analysis equity related projects.
- Partnering effectively and proactively with Human Resources, Legal, Tax, Payroll and Accounting to anticipate, implement and/or address equity compensation initiatives/matters.
- Assisting with the development and implementation of procedures and practices to enable efficient, accurate and timely processing of stock administration matters and reports.
- Serve as liaison between Legal, Finance, Tax and Human Resources for all equity plan and shareholder related matters.
- Maintain the online equity administration portal through Fidelity Stock Plan Services and ensure accuracy at all times.
- Develop and facilitate controls around the equity plan including grants, exercises, forfeitures, restrictions, black-out periods, pre-approvals, etc.
- Ensure compliance with and maintain documentation for all equity plan related SOX controls
- Monitor daily stock option exercises, reviewing reports for errors.
- Interact with transfer agent and stock administration service provider to ensure that trades are settled timely and reconciled with DWAC instructions.
- Respond to employee inquiries and coordinate with internal teams and vendors as appropriate to resolve issues.

12/2013 – 04/2020

JCPenney Company, Inc.

Plano, Texas

Manager – Executive Compensation

- Administer all stock plans including stock options, RSUs, and Phantom RSUs, and Performance RSUs
- Preparing equity reports and assist in the review of monthly, quarterly, and yearly reconciliation of equity information.
- Preparing information and reports to assist our payroll group with W-2 income calculations and tax filings related to equity transactions.
- Generating reports as needed for audit, tax and legal filings.
- Assist our legal department with form 4 filings and maintaining our insider and Section 16 population.
- Assisting with quarterly preparation of all stock compensation related disclosures; and with various ad-hoc reporting/analysis equity related projects.
- Partnering effectively and proactively with Human Resources, Legal, Tax, Payroll and Accounting to anticipate, implement and/or address equity compensation initiatives/matters.
- Assisting with the development and implementation of procedures and practices to enable efficient, accurate and timely processing of stock administration matters and reports.
- Serve as liaison between Legal, Finance, Tax and Human Resources for all equity plan and shareholder related matters.

- Maintain the online equity administration portal through Fidelity Stock Plan Services and ensure accuracy at all times.
- Develop and facilitate controls around the equity plan including grants, exercises, forfeitures, restrictions, black-out periods, pre-approvals, etc.
- Ensure compliance with and maintain documentation for all equity plan related SOX controls
- Monitor daily stock option exercises, reviewing reports for errors.
- Interact with transfer agent and stock administration service provider to ensure that trades are settled timely and reconciled with DWAC instructions.
- Administer Board of Directors Charitable Award Program.
- Respond to employee inquires and coordinate with internal teams and vendors as appropriate to resolve issues.
- Analysis of peer proxies on an annual basis to spot trends in executive pay practices
- Market pricing for top 150 executives withing the company.
- Complete salary surveys for various vendors.

02/12 – 12/2013

Tenet Healthcare Corporation

Dallas, Texas

Plan Administrator – Executive Compensation

- Administer all stock plans including stock options, RSUs, and Phantom RSUs as well as the Employee Stock Purchase plan for a workforce of 100,000 employees.
- Preparing equity reports and assist in the review of monthly, quarterly, and yearly reconciliation of equity information.
- Preparing information and reports to assist our payroll group with W-2 income calculations and tax filings related to equity transactions.
- Generating reports as needed for audit, tax and legal filings.
- Assist our legal department with form 4 filings and maintaining our insider and Section 16 population.
- Assisting with quarterly preparation of all stock compensation related disclosures; and with various ad-hoc reporting/analysis equity related projects.
- Partnering effectively and proactively with Human Resources, Legal, Tax, Payroll and Accounting to anticipate, implement and/or address equity compensation initiatives/matters.
- Assisting with the development and implementation of procedures and practices to enable efficient, accurate and timely processing of stock administration matters and reports.
- Participated in evaluation and selection of alternative stock administration recordkeeper.
- Serve as liaison between Legal, Finance, Tax and Human Resources for all equity plan and shareholder related matters.
- Maintain the online equity administration portal through Fidelity Stock Plan Services and ensure accuracy at all times.
- Develop and facilitate controls around the equity plan including grants, exercises, forfeitures, restrictions, black-out periods, pre-approvals, etc.
- Ensure compliance with and maintain documentation for all equity plan related SOX controls
- Monitor daily stock option exercises, reviewing reports for errors.
- Interact with transfer agent and stock administration service provider to ensure that trades are settled timely and reconciled with DWAC instructions.
- Administer Deferred Compensation Plans in accordance with 409a, including but not limited to enrollment, distributions, and payroll deductions.
- Assist in the manual creation of over 200 executive compensation statements each year.
- Respond to employee inquires and coordinate with internal teams and vendors as appropriate to resolve issues

09/97 – 02/12

Fidelity Investments

Westlake, Texas

Stock Plan Services - Client Management

- Act as a liaison between Client Service and SPS Phones to ensure Outstanding Client and Participant Experience
- Resolve escalated Client issues in a timely manner

- Research and resolve client and participant issues timely and accurately
- Provide operations assistance to Client Service Managers and Managing Directors
- Coordinate and facilitate new client contact training sessions for Plan Sponsor Webstation
- Assist client contacts with day to day operations assistance such as uploading data to their plans, resolving data issues, and coordinating rush related requests
- Creating and modifying reports for clients in order to accurately report their compensation plans

Stock Plan Services - Problem Resolution Group

- Developed regular presentations for team meetings
- Organize Callout Projects for account managers
- Outbound calling to participants to inform of resolutions to outstanding issues
- Research customer issues with client service managers
- Provide assistance to participants with adhoc stock option trades
- Assist the Learning & Communications department with training new hires
- Proficient with FBSI, Xtrac, Microsoft Word, Excel, Powerpoint, plan admin, spark

Stock Plan Services - Help Desk

- Interact regularly with escalated clients in the course of client problem resolution
- Investigation and resolution of escalated customer problems
- Provide Fidelity policy and procedure assistance to trading representatives
- Process manual transactions generated by the trading department
- Analysis of departmental database information to locate gaps in representative training
- Support a team of 12-15 stock plan representatives with coaching, feedback, and skill development
- Identify potential service, regulatory, or trading issues in an accurate manner
- Assist business partners identify front-line issues and improve internal policies and procedures

07/96 – 6/97

Dayton Marriott Hotel

Dayton, Ohio

Front Desk Operations Supervisor

- Administrative budgeting of \$250,000 including analysis of Profit/Loss reports
- Designed and implemented an associate bonus based upon guest satisfaction surveys
- Created work schedules for 20 front office associates
- Coordinated and facilitated associate meetings and training workshops
- Addressed guest and associate concerns and performed customer service duties

EDUCATION AND TRAINING

09/92 – 09/94

Greenville Technical School

Greenville, Ohio

- State Vocational Certificate in Business, Major: Business and accounting

Licensing and Certifications

- NASD Series 7
- CEP Level I & II

REFERENCES

Furnished upon request

From: noreply@civicplus.com
Sent: Thursday, May 14, 2020 8:46 PM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for

Farragut Tourism / Visitor Advisory Committee

The Stormwater Advisory
Committee will consist of
representatives from
backgrounds including
water quality
representative, landscape
representative, PE
representative, and at-large
representatives. If you
selected the Stormwater
Advisory Committee above,
please select the category
you would represent:

Field not completed.

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent:

At Large Representative

Personal Information

First Name

Linda

Last Name	Pearse
Address1	12236 West Ashton Court
Address2	<i>Field not completed.</i>
City	Knoxville
State	TN
Zip	37934
Home Phone Number	8659660925
Business Phone Number	8653101331
Occupation	tourist extraordinaire
Email Address	myriah360@aol.com
Education	University of Tennessee
Attach resume or additional information if desired	<i>Field not completed.</i>
Are you a graduate of the Introduction to Farragut Program?	No
Why would you like to serve on a Town of Farragut Committee	I have been a Unsung Navy member for years and want to branch out. Having traveled extensively in the US, I feel well qualified to speak to the desires/needs of a tourist. I have seen everything from Old Faithful to the World's Largest Ball of Twine. Having logged tens of thousands of road miles, I can speak to what draws someone off the freeway. I

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name Linda Pearce

Date May 14 2020

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

From: noreply@civicplus.com
Sent: May 18, 2020 1:37 PM
To: Pam Hall; Allison Myers; Jennifer Hatmaker
Subject: Online Form Submittal: Board and Committee Application Form

Board and Committee Application Form

Select the Board,
Commission, or Committee
applying for

Farragut Tourism / Visitor Advisory Committee

The Stormwater Advisory
Committee will consist of
representatives from
backgrounds including
water quality
representative, landscape
representative, PE
representative, and at-large
representatives. If you
selected the Stormwater
Advisory Committee above,
please select the category
you would represent:

Field not completed.

The Tourism / Visitor
Advisory Committee will
consist of representatives
from different segments of
the community including
one lodging representative,
one dining representative,
one retail representative,
one attraction
representative, and four at
large members. If you
selected the Farragut
Tourism / Advisory
Committee above, please
select the category you
would represent:

At Large Representative

Personal Information

First Name

Charlotte

Last Name	Jensen
Address1	545 Harrow Road
Address2	<i>Field not completed.</i>
City	Knoxville
State	TN
Zip	37934
Home Phone Number	8656034629
Business Phone Number	865-603-4629
Occupation	Administrative and Marketing Coordinator
Email Address	cljjensen@aol.com
Education	Master's in Adult Education
Attach resume or additional information if desired	<u>Resume - Marketing.pdf</u>
Are you a graduate of the Introduction to Farragut Program?	No
Why would you like to serve on a Town of Farragut Committee	I love my community and I feel it's time to help give something back.

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which	<i>Field not completed.</i>

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance and/or by-laws.

Name	Charlotte Jensen
------	------------------

Charlotte Jensen

865-603-4629 - cljjensen@aol.com

WORK EXPERIENCE

Brand Office Assistant/Marketing **Edward Jones Financial Advisors – November 2017 - Present**

- Plan and execute events to ensure they run smooth and successful. Follow-up with vendors and other important associates for future events to solidify those relationships.
- Answer phones, greet clients, manage calendars and appointment, input data, make calls, etc.
- Internal and external marketing activities including representing the company at community events and PR opportunities while always looking for opportunities to improve our relationship with current and potential new clients.
- Secure vendors, negotiate contracts and manage registrations.

Marketing/Event Coordinator **Blue Ridge Wealth Planners - March 2016 – November 2017**

- Secure vendors, negotiate contracts, manage registrations, screen attendees for lead generation and entry into data base to include follow-up.
- Execute events to ensure they run smooth/successfully. Follow-up with vendors and other important associates for future events.
- Answer phones, greet clients, manage calendars and appointment, input data, make calls, etc.
- Represent company at community events and PR opportunities.

District Marketing Coordinator (Seasonal) **H & R Block - October 2014 to April 2015**

- Work with District Managers to identify and prioritize marketing opportunities in the district.
- Assist Office Leaders in the development and execution of office-level local marketing plans that address the strengths and opportunities of the office staff and retail trade area
- Lead local marketing event/ street team tactics that offer a high opportunity for growth.
- Ensure offices meet tax season office appearance standards while meeting consistency and compliance with brand management guidelines.
- Research community organizations and businesses for partnership opportunities
- Design, produce and distribute compliant collateral to execute local marketing tactics.

Marketing & Brand Manager **Petro's Chili & Chips - January 2014 to February 2015**

- Job duties same as pervious employment at Chick-fil-A.

Restaurant Marketing Director

Chick-fil-A @ Kingston Overlook and Turkey Creek - Knoxville, TN - May 2006 to January 2014

- Build and maintain partnerships with schools, churches, non-profit organizations and local businesses; as well as, develop, promote and coordinate special events, in-store activities and corporate promotions that promote the Chick-fil-A brand, create Raving Fans and create a great place to work and/eat.. Examples: Kid's Night, Touch a Truck, Daddy/Daughter Date Night, Football Sponsorships, Health Fairs, etc. etc.
- Screen donation request for food and/or coupons and fundraising/sponsorship/partnership opportunities.
- Create and/or maintain marketing materials in the stores to reflect national campaign and current special events and activities.
- This position is very unique and its duties and tasks vary daily. It requires the ability to continuously be self-directed and motivated toward looking for opportunities!! It requires the ability to multitask, be flexible, detail oriented and have great concern for customer service and perception.

Charlotte Jensen

865-603-4629 - cljjensen@aol.com

Marketing & Classroom Coordinator

Becker Professional Review - Knoxville, TN - September 1999 to December 2005

- Coordinate marketing activities with accounting firms and accounting majors in East Tennessee. Attend job fairs and college fairs and promote the Becker Brand and benefits and success rates for students who attend the review course.
- Recruit, train, and supervise Classroom Assistants and Campus Representatives. Work with reps to obtain entry into accounting firms and colleges to promote the Becker Brand.
- Maintain administrative and classroom records of students and teachers for the corporate office.
- Maintain inventory and distribution of classroom supplies for Knoxville and Chattanooga classrooms.

Program Director

Campfire USA- Knoxville, TN - November 2002 to March 2004

- Coordinate and conduct membership, recruitment, marketing and public relations activities with members and general public.
- Recruit, train and supervise volunteers who coordinated programs various activities.
- Develop training materials for volunteers; marketing and recruitment materials for Clubs.

Assistant Director of Career Services

ITT Technical Institute - November 1997 to September 1998

- Work with students to develop job search material such as resumes, cover letters and other documents supportive of their abilities. Also setting up career days, mock interviews and individual interviews to help soon to graduate and previous graduates to find employment in their field of study.
- Build relationships with local businesses that would hire ITT Graduates to fill those positions. Meet with their HR manager to stay attuned to the needs of our hiring partners.
- Research daily in multiple venues (newspaper, websites, job sites, etc.) for open positions for ITT graduates would qualify and submit resumes on their behalf.

Human Resources Assistant

Pellissippi State Technical Community College - June 1992 to December 1993

- Work with internal hiring committees to create job descriptions, create recruitment ads for publication, and assist hiring committee in composing interview questions that effectively evaluation the candidates' qualifications while following legal guidelines.
- Process and screen incoming applications to ensure minimum qualifications. Setup interviews and work with the candidate to ensure they are fully prepared to interview.

EDUCATION

Master's in Adult Education

Tusculum College - Knoxville, TN

May 2000

Bachelor's in Applied Organizational Management

Tusculum College - Knoxville, TN

December 1994

Associate's in Management Technologies

Pellissippi State Comm. College - Knoxville, TN

May 1992



TOWN OF FARAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Alex Bhakta
Address 11727 Autumn Glade Ln Zip 37934
Home Phone 731-293-9674 Business Phone 865-966-2500
Fax 865-671-0118 E-mail alexb11727@gmail.com
Occupation General Manager - Holiday Inn Express & Suites
Education Bachelor's Degree

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

The Town of Farragut is a great place to live and do business. As a resident and the General Manager of a local hotel, I would like to asset in increasing tourism for both our industry and other local businesses. I believe I will be a great asset to the team with 15+ years for knowledge and experience in the industry.

Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Museum Committee
- ☐ Farragut Education Relations Committee
- ☒ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
- ☐ Stormwater Advisory Committee
- ☐ Visual Resources Review Board (VRRB)

* The Farragut Tourism / Visitor Advisory Committee will consist of representatives from different segments of the community including one lodging representative, one dining representative, one retail representative, one attraction representative, and four at large members. If you selected the Farragut Tourism / Advisory Committee above, please indicate the segment you would represent: Lodging

I give my permission to the Town of Farragut to use my likeness on the web and/or Town publications. I have read and understand the Code of Ethics Ordinance and the applicable committee charter, ordinance or and/or by-laws.

Signature A Bhakta Date 06/25/2020

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org



farragut

TOWN OF FARRAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Trent M. Walker
Address 1004 B N. Campbell Station Rd. Zip 37932
Home Phone (865) 405-3504 Business Phone (865) 392-1122
Fax (865) 392-1144 E-mail trentwalker@vhg-hotels.com
Occupation Hotel General Manager
Education CHA, BSM, MBA

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

I feel I could benefit the tourism efforts in Farragut.

Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Museum Committee
- ☐ Farragut Education Relations Committee
- ☒ Farragut Tourism / Visitor Advisory Committee *
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Signature Trent M. Walker Date 7/1/2020

Please sign, date and return to:

Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org



TOWN OF FARAGUT CITIZEN BOARD/COMMITTEE APPLICATION

Name Amit Patel
Address 12129 Butternut Circle Zip 37934
Home Phone 865-384-7191 Business Phone 865-384-7191
Fax _____ E-mail amitpatel373@gmail.com
Occupation Hospitality Industry
Education Bachelors of Science - Electrical Engineer

Why would you like to serve on a Town of Farragut committee (attach resume or additional information if desired):

Intro to Farragut Program Graduate Yes ☐ No ☒

Indicate which Committee you are interested in serving:

- ☐ Arts and Beautification Committee
- ☐ Board of Plumbing & Gas/Mechanical Examiners
- ☐ Board of Zoning Appeals (BZA)
- ☐ Farragut Museum Committee
- ☐ Farragut Education Relations Committee
- ☒ Farragut Tourism / Visitor Advisory Committee *
- ☐ Parks & Athletics Council
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Signature _____ Date _____

Please sign, date and return to:
Farragut Town Hall, 11408 Municipal Center Drive, Farragut, TN 37934
Fax: 675-2096 or scan/e-mail to pam.hall@townoffarragut.org

AGENDA NUMBER: V.D.MEETING DATE: July 9, 2020**REPORT TO THE BOARD OF MAYOR AND ALDERMEN****PREPARED BY:** William E. McKelvey, Public Works Director**SUBJECT:** Approval of Bid for one (1) new 2020 2-Wheel Drive ½ Ton Pick-up Truck

INTRODUCTION: The purpose of this agenda item is to approve the purchase of one (1) new 2020 2-Wheel Drive ½ Ton Pick-up Truck.

BACKGROUND: The 2020 2WD ½ ton pick-up is an addition to our fleet for the new construction inspector being hired in the engineering department.

DISCUSSION: Attached are two truck descriptions that are from the State of Tennessee Statewide Contract (SWC) bid list and are in-stock available for purchase. Lonnie Cobb Ford (SWC-74) offers a Ford Ranger for \$25,741.00 (Attachment A). Wilson County Motors (SWC-209) offers a Chevrolet Colorado for \$26,025.30 (Attachment B). Public Works would like the board to approve the purchase of either of these trucks not to exceed \$26,025.30. Two vehicles are being proposed in the event one of the trucks is sold prior to approval for purchase. Attachment C contains the information for the Invitation to Bid for the state contract. Attachments D and E are an excerpt from the individual dealerships contract approved pricing.

FINANCIAL SECTION: (if needed)

<u>Total Budget</u>	<u>Requested Amount</u>	<u>Remaining Amount</u>
\$26,000	\$26,025.30	-\$25.30

RECOMMENDATION BY: Bud McKelvey, Public Works Director, for approval.

PROPOSED MOTION: Approval of the purchase of an in-stock 2020 2-Wheel Drive ½ Ton Pick-up not to exceed \$26,025.30.

BOARD ACTION:**MOTION BY:** _____ **SECONDED BY:** _____

<u>VOTE / TOTAL</u>	<u>Williams</u>	<u>Povlin</u>	<u>Pinchok</u>	<u>Meyer</u>	<u>Burnette</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 07/07/2020





Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs

Dimensions

- Exterior length: 210.8"
- Exterior height: 70.7"
- Front track: 61.4"
- Turning radius: 21.0'
- Front legroom: 43.1"
- Front headroom: 41.0"
- Front hiproom: 55.8"
- Front shoulder room: 56.6"
- Passenger volume: 89.2cu.ft.
- Departure angle: 25.2 deg
- Maximum cargo volume: 26.5cu.ft.
- Exterior width: 77.8"
- Wheelbase: 126.8"
- Rear track: 61.4"
- Min ground clearance: 8.4"
- Rear legroom: 30.4"
- Rear headroom: 35.9"
- Rear hiproom: 55.3"
- Rear shoulder room: 55.2"
- Approach angle: 27.9 deg
- Cargo volume: 26.5cu.ft.
- Box length: 72.0"

Powertrain

- EcoBoost 270hp 2.3L DOHC 16 valve intercooled turbo I-4 engine with variable valve control, gasoline direct injection
- Recommended fuel : regular unleaded
- 10 speed automatic transmission with overdrive
- Fuel Economy City: 21 mpg
- Capless fuel filler
- Auto stop-start feature
- LEV3-ULEV70
- Rear-wheel drive
- Fuel Economy Highway: 26 mpg

Suspension/Handling

- Front independent short and long arm suspension with anti-roll bar, gas-pressurized shocks
- Speed-sensing electric power-assist rack-pinion Steering
- P255/70SR16 BSW AS front and rear tires
- Rear rigid axle leaf spring suspension with gas-pressurized shocks
- Front and rear 16 x 7 silver steel wheels

Body Exterior

- 4 doors
- Reverse opening right rear passenger
- Black door mirrors
- Bed-rail protectors
- Box style: regular
- Front and rear 16 x 7 wheels
- Reverse opening left rear passenger
- * **Driver and passenger power remote, manual folding door mirrors**
- Black bumpers
- Trailer harness
- Clearcoat paint

Convenience

- Manual air conditioning
- Power front windows
- * **Cruise control with steering wheel controls**
- Driver 1-touch up



Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)

- Driver 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- * **SYNC 911 Assist emergency SOS**
- * **AppLink smart device integration**
- Front and rear cupholders
- Driver and passenger door bins
- * **Remote power door locks with 2 stage unlock and illuminated entry**
- Manual telescopic steering wheel
- Internet access
- Wireless phone connectivity
- 1 1st row LCD monitor
- Full floor console
- Rear door bins

Seats and Trim

- Seating capacity of 4
- 4-way driver seat adjustment
- 4-way passenger seat adjustment
- Centre front armrest
- Front bucket seats
- Manual driver lumbar support
- Manual passenger lumbar support
- Full folding rear bench seat

Entertainment Features

- AM/FM stereo radio
- * **Steering wheel mounted radio controls**
- Streaming audio
- * **SYNC external memory control**
- * **6 speakers**
- Integrated roof antenna

Lighting, Visibility and Instrumentation

- Halogen projector beam headlights
- Fully automatic headlights
- Light tinted windows
- Oil pressure gauge
- Camera(s) - rear
- Trip computer
- Delay-off headlights
- Variable intermittent front windshield wipers
- Voltmeter
- Compass
- Low tire pressure warning
- Trip odometer

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- * **Security system with SecuriLock immobilizer and stolen vehicle tracking system**
- Manually adjustable front head restraints with tilt
- Brake assist with hill hold control
- AdvanceTrac w/Roll Stability Control Electronic stability control
- Dual front impact airbag supplemental restraint system
- Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * **Power remote door locks with 2 stage unlock and panic alarm**
- MyKey restricted driving mode
- Manually adjustable rear head restraints



Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)

- Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB) Feature

Dimensions

General Weights

Curb	4,145 lbs.	GVWR	6,050 lbs.
Payload	1,860 lbs.		

Front Weights

Front GAWR	2,885 lbs.	Front curb weight	2,368 lbs.
Front axle capacity	2,885 lbs.	Front spring rating	2,885 lbs.
Front tire/wheel capacity	3,240 lbs.		

Rear Weights

Rear GAWR	3,500 lbs.	Rear curb weight	1,777 lbs.
Rear axle capacity	3,500 lbs.	Rear spring rating	3,500 lbs.
Rear tire/wheel capacity	3,240 lbs.		

Trailer Type

Harness	Yes	Trailer sway control	Yes
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General Trailering

Towing capacity	3500 lbs.	GCWR	8650 lbs.
-----------------	-----------	------	-----------

Fuel Tank type

Capacity	17.99 gal.	Capless fuel filler	Yes
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Off Road

Approach angle	28 deg	Departure angle	25 deg
Ramp breakover angle	23 deg	Min ground clearance	8 "
Load floor height	33 "		

Exterior cargo

Length	72.0 "	Minimum width	44.8 "
Volume	51.8 cu.ft.	Pickup box depth	20.8 "
Maximum width	61.4 "	Tailgate width	55.4 "

Interior cargo

Cargo volume	26.5 cu.ft.	Maximum cargo volume	26.5 cu.ft.
--------------	-------------	----------------------	-------------

Powertrain

Engine Type

Brand	EcoBoost	Block material	Aluminum
Cylinders	I-4	Head material	Aluminum
Ignition	Spark	Injection	Gasoline direct injection
Liters	2.3L	Orientation	Transverse

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See



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07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)

Recommended fuel	Regular unleaded	Valves per cylinder	4
Valvetrain	DOHC	Variable valve control	Yes
Forced induction	Intercooled turbo		

Engine Spec

Bore	3.44"	Compression ratio	10.0:1
Displacement	140 cu.in.	Stroke	3.70"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	270 HP @ 5,500 RPM
Torque	310 ft.-lb @ 3,000 RPM		

Alternator

Amps	150
------	-----

Battery

Amp hours	70	Cold cranking amps	700
Run down protection	Yes		

Engine Extras

Auto stop-start feature	Yes
-------------------------	-----

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.636
Reverse Gear ratios	4.866		

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
------------------------	-----	--------------------------	-------------

Drive Type

Type	Rear-wheel
------	------------

Drive Feature

Traction control	ABS and driveline
------------------	-------------------

Drive Axle

Ratio	3.73
-------	------

Exhaust



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07/07/2020

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2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)

Material	Stainless steel	System type	Single
<i>Emissions</i>			
CARB	LEV3-ULEV70	EPA	Tier 3 Bin 70
<i>Fuel Economy</i>			
City	21 mpg	Highway	26 mpg
Fuel type	Gasoline	Combined	23 mpg
<i>Green Values</i>			
Energy Impact Score (Barrels per year)	14.3	Carbon FP / Tailpipe and upstream total GHG (CO ₂ , tons per year)	7.8

Driveability

<i>Brakes</i>			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front
<i>Brake Assistance</i>			
Brake assist	Yes	Hill hold control	Yes
<i>Suspension Control</i>			
Ride	Regular	Electronic stability control	Stability control with anti-roll
<i>Front Suspension</i>			
Independence	Independent	Type	Short and long arm
Anti-roll bar	Regular		
<i>Front Spring</i>			
Type	Coil	Grade	Regular
<i>Front Shocks</i>			
Type	Gas-pressurized		
<i>Rear Suspension</i>			
Independence	Rigid axle	Type	Leaf
<i>Rear Spring</i>			
Type	Leaf	Grade	Regular
<i>Rear Shocks</i>			
Type	Gas-pressurized		
<i>Steering</i>			
Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion		



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07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)*Steering Specs*

of wheels 2

Exterior*Front Wheels*

Diameter 16" Width 7.00"

Rear Wheels

Diameter 16" Width 7.00"

Spare Wheels

Wheel material Steel

Front and Rear Wheels

Appearance Silver Material Steel

Front Tires

Aspect 70 Diameter 16"

Sidewalls BSW Speed S

Tread AS Type P

Width 255mm

Rear Tires

Aspect 70 Diameter 16"

Sidewalls BSW Speed S

Tread AS Type P

Width 255mm

Spare Tire

Mount Underbody w/crankdown Type Full-size

Wheels

Front track 61.4" Rear track 61.4"

Turning radius 21.0' Wheelbase 126.8"

Body Features

Body material Galvanized steel/aluminum Side impact beams Yes

Body Doors

Door count 4 Left rear passenger Reverse opening

Right rear passenger Reverse opening Rear cargo Tailgate

Pickup

Box style Regular Bed-rail protectors Yes

Exterior Dimensions

Length 210.8" Body width 77.8"

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Price Level: 35

Selected Equip & Specs (cont'd)

Body height	70.7"	Front bumper to Front axle	35.8"
Front bumper to back of cab	132.1"		

Safety*Airbags*

Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System	curtain 1st and 2nd row
Passenger front-impact	Yes	Passenger side-impact	Seat mounted

Seatbelt

Height adjustable	Front	Pre-tensioners	Front
Pre-tensioners (#)	2		

Security

Immobilizer	SecuriLock	* Panic alarm	Yes
Restricted driving mode	MyKey		

Seating*Passenger Capacity*

Capacity	4
----------	---

Front Seats

Split	Buckets	Type	Bucket
-------	---------	------	--------

Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

Front Head Restraint

Control	Manual	Type	W/tilt
---------	--------	------	--------

Front Armrest

Centre	Yes
--------	-----

Rear Seats

Descriptor	Bench	Facing	Front
Folding	Full	Folding position	Fold-up cushion
Type	Removable		

Rear Head Restraints

Control	Manual	Type	Adjustable
---------	--------	------	------------

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07/07/2020

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2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)

Number 2

Front Seat Trim

* Material	Vinyl	* Back material	Vinyl
-------------------	--------------	------------------------	--------------

Rear Seat Trim Group

* Material	Vinyl	Back material	Carpet
-------------------	--------------	---------------	--------

Convenience**AC And Heat Type**

Air conditioning	Manual	Underseat ducts	Yes
------------------	--------	-----------------	-----

Audio System

Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes	* External memory control	SYNC

Audio Speakers

Speaker type	Regular	* Speakers	6
--------------	---------	-------------------	----------

Audio Controls

Speed sensitive volume	Yes	* Steering wheel controls	Yes
* Voice activation	Yes	Streaming audio	Bluetooth yes

Audio Antenna

Type	Integrated roof
------	-----------------

LCD Monitors

1st row	1	* Primary monitor size (inches)	4.2
---------	---	--	------------

Cruise Control*** Cruise control With steering wheel controls****Convenience Features**

Retained accessory power	Yes	12V DC power outlet	3
* Emergency SOS	SYNC 911 Assist	* Wireless phone connectivity	Bluetooth
* Smart device integration	App link		

Door Lock Activation

* Type	Power with 2 stage unlock	* Remote	Keyfob (front doors)
* Integrated key/remote	Yes	* Auto locking	Yes

Door Lock Type

* Tailgate/rear door lock	Included with power door locks
----------------------------------	---------------------------------------



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07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)*Door Locks Extra FOB Controls*

Remote engine start Smart device only

Instrumentation Type

Display Analog

Instrumentation Gauges

Oil pressure	Yes	Engine temperature	Yes
Voltmeter	Yes	Transmission fluid temp	Yes

Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

Instrumentation Displays

Clock	In-radio display	Compass	Yes
Camera(s) - rear	Yes		

Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Forward collision	Mitigation	Pedestrian detection	Warning

Steering Wheel Type

Material	Urethane	Tilting	Manual
Telescoping	Manual		

Front Side Windows

Window 1st row activation	Power
---------------------------	-------

Windows Rear Side

2nd row activation	Fixed
--------------------	-------

Window Features

1-touch down	Driver	1-touch up	Driver
Tinted	Light		

Front Windshield

Wiper	Variable intermittent
-------	-----------------------

Rear Windshield

Window	Fixed
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Interior*Rear View Mirror*



Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Selected Equip & Specs (cont'd)

Day-night	Yes		
Headliner			
Coverage	Full	Material	Cloth
Floor Trim			
Coverage	Full	Covering	Vinyl/rubber
Trim Feature			
Gear shifter material	Urethane	Cabback insulator	Yes
Interior accents	Chrome		
Lighting			
Dome light type	Fade	Illuminated entry	Yes
Variable IP lighting	Yes		
Floor Console Storage			
Storage	Covered	Type	Full
Storage			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Rear yes	Yes	Instrument panel	Bin
Dashboard	Yes	Rear door bins	Yes
2nd row underseat	Yes		
Legroom			
Front	43.1"	Rear	30.4"
Headroom			
Front	41.0"	Rear	35.9"
Hip Room			
Front	55.8"	Rear	55.3"
Shoulder Room			
Front	56.6"	Rear	55.2"
Interior Volume			
Passenger volume	89.2 cu.ft.		



Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------



Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

As Configured Vehicle

Code	Description	MSRP
R1E	Base Vehicle Price (R1E)	\$24,410.00
101A	Equipment Group 101A Mid	\$1,135.00
	Includes: - Engine: 2.3L EcoBoost Includes auto start-stop technology. - Transmission: Electronic 10-Speed SelectShift Auto - 3.73 Axle Ratio - GVWR: 6,050 lbs - Tires: P255/70R16 A/S BSW - Wheels: 16" Silver Steel - Radio: AM/FM Stereo Includes Bluetooth pass thru and 1 USB port. - Cruise Control - Day/Night Rearview Mirror - Perimeter Anti-Theft Alarm - Power Glass Sideview Mirrors - Remote Key Fob w/Tailgate Lock - 6 Speakers - SYNC Includes enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink and 1 smart charging USB port.	
99H	Engine: 2.3L EcoBoost Includes auto start-stop technology.	Included
44U	Transmission: Electronic 10-Speed SelectShift Auto	Included
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,050 lbs	Included
STDTR	Tires: P255/70R16 A/S BSW	Included
64A	Wheels: 16" Silver Steel	Included
S	Front Vinyl Bucket Seats Includes manual 4-way adjustable driver/passenger with manual lumbar, flow-through console and floor shifter.	N/C
126WB	126.8" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo Includes Bluetooth pass thru and 1 USB port.	Included
425	50-State Emissions System	STD
SH_03	Ebony	N/C
YZ_01	Oxford White	N/C
SUBTOTAL		\$25,545.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See



Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$1,195.00
	TOTAL	\$26,740.00



Prepared by: STEVEN BLACKSTOCK

07/07/2020

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 Ranger 4x2 SuperCab 6' box 126.8" WB XL (R1E)

Price Level: 35

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$24,410.00
Options & Colors	\$1,135.00
Upfitting	\$0.00
Destination Charge	\$1,195.00

Subtotal	\$26,740.00
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Pre-Tax Adjustments

Code	Description	
fleet discount	fleet discount	-\$999.00

Total	\$25,741.00
--------------	--------------------

Customer Signature

Acceptance Date

State contract line # 74 - base price = \$23,528.00
out of stock - dealer trade adjustment + \$2,213.00

Total = \$25,741.00

From: Bud Mckelvey
Sent: Wednesday, July 08, 2020 9:38 AM
To: Allison Myers
Subject: FW: 2020 Chevy Colorado

From: Traci Blake <tblake@townoffarragut.org>
Sent: Wednesday, July 08, 2020 9:06 AM
To: Bud Mckelvey <bmckelvey@townoffarragut.org>
Cc: Traci Blake <tblake@townoffarragut.org>
Subject: 2020 Chevy Colorado

Basic Info

2020 Chevrolet Colorado

Price: \$26,025.30

Body: 4D Crew Cab

Mileage: 10

HWY: 26 MPG †

Based on 2020 EPA mileage ratings. Use for comparison purposes only. Your actual mileage will vary depending on how you drive and maintain your vehicle.

City: 20 MPG †

Based on 2020 EPA mileage ratings. Use for comparison purposes only. Your actual mileage will vary depending on how you drive and maintain your vehicle.

Exterior: White

Interior: Jet Black/Dark Ash

Engine: 2.5L I4 DI DOHC VVT

Trans: 6-Speed Automatic

Description

Recent Arrival!
\$1,000 off MSRP!

Summit White 2020 Chevrolet Colorado Work Truck 4D Crew Cab 2.5L I4 DI DOHC VVT RWD 6-Speed Automatic
Dealer Discount of \$1,000 off MSRP

Colorado Work Truck, 4D Crew Cab, 2.5L I4 DI DOHC VVT, RWD, Summit White, Jet Black/Dark Ash w/Cloth Seat Trim, 4G LTE Wi-Fi Hotspot Capable, Apple CarPlay/Android Auto, Body-Color Door Handles, Body-Color Grille, Chevrolet Connected Access Capable, Cloth Seat Trim, Custom Special Edition, Drop-In Bedliner w/Tailgate Liner (LPO), Electronic Automatic Cruise Control, Extended Range Remote Keyless Entry, Exterior Parking Camera Rear, EZ-Lift & Lower Tailgate, Fully automatic headlights, OnStar & Chevrolet Connected Services Capable, Outside Power-Adjustable Body-Color Mirrors, Power driver seat, Preferred Equipment Group 2WT, Premium audio system: Chevrolet Infotainment 3, Rear Body-Color Bumper, Remote Locking Tailgate, Unauthorized Entry Theft-Deterrent System, Wheels: 18" x 8.5" Dark Argent Metallic Cast Alloy, WT Convenience Package, 4.10 Rear Axle Ratio, 4-Wheel Disc Brakes, 6 Speakers, 6-Speaker Audio System Feature, ABS brakes, Air Conditioning, AM/FM radio, Automatic Locking Rear Differential, Bumpers: body-color, Delay-off headlights, Driver 4-Way Power Seat Adjuster, Driver door bin, Dual front impact airbags, Dual front side impact airbags, Electronic Stability Control, Front anti-roll bar, Front Bucket Seats, Front Center Armrest, Front wheel independent suspension, Low tire pressure warning, Occupant sensing airbag, Overhead airbag, Passenger door bin, Passenger vanity mirror, Power steering, Power windows, Radio data system, Radio: Chevrolet Infotainment 3 System, Rear seat center armrest, Rear step bumper, Speed-sensing steering, Tachometer, Tilt steering wheel, Traction control, Trip computer, Variably intermittent wipers, BLUETOOTH, BACKUP CAMERA, FULL DETAIL, FULL TANK OF FUEL, BED LINER, Colorado Work Truck, 4D Crew Cab, 2.5L I4 DI DOHC VVT, RWD, Summit White, Jet Black/Dark Ash w/Cloth Seat Trim, 4G LTE Wi-Fi Hotspot Capable, Apple CarPlay/Android Auto, Body-Color Door Handles, Body-Color Grille, Chevrolet Connected Access Capable, Cloth Seat Trim, Custom Special Edition, Drop-In Bedliner w/Tailgate Liner (LPO), Electronic Automatic Cruise Control, Extended Range Remote Keyless Entry, Exterior Parking Camera Rear, EZ-Lift & Lower Tailgate, Fully automatic headlights, OnStar & Chevrolet Connected Services Capable, Outside Power-Adjustable Body-Color Mirrors, Power driver seat, Preferred Equipment Group 2WT, Premium audio system: Chevrolet Infotainment 3, Rear Body-Color Bumper, Remote Locking Tailgate, Unauthorized Entry Theft-Deterrent System, Wheels: 18" x 8.5" Dark Argent Metallic Cast Alloy, WT Convenience Package.

WILSON COUNTY MOTORS, A BONE FAMILY TRADITION SINCE 1927!

Awards:

* 2020 KBB.com Best Buy Awards

traci blake

ADMINISTRATIVE ASSISTANT

Public Works

EMAIL • TBLAKE@TOWNOFFARRAGUT.ORG

PHONE • [865.966.7057](tel:865.966.7057) Town Hall
[865.218.7750](tel:865.218.7750) Public Works
[865.671.0136](tel:865.671.0136) Fax

ADDRESS • 11408 MUNICIPAL CENTER DRIVE
FARRAGUT, TN 37934





Invitation to Bid (ITB)
For SWC209 Vehicles
Event # 11059-11170

1. Section 1 -- Background Information

1.1. This contract is to provide vehicles for Transportation and Vehicle Asset Management as needed. All items must meet the specifications as listed in the solicitation bid sheet. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be thirty three million (\$33,000,000) ("Estimated Liability").

1.2. **Statewide Contract.** The purpose of this Invitation to Bid is to establish a source or sources of supply for all Tennessee State Agencies, Tennessee local governmental entities, the board of trustees of the University of Tennessee system, the Tennessee board of regents system or the state university boards, and the nonprofit entities identified in Tenn. Code Ann. § 33-2-1001.

1.3. **Pre-response Conference Notification.** The Central Procurement Office will hold a pre-response conference for this solicitation at the date, time, and location specified below:

Date/Time: July 25, 2019 9:30AM

Location: TN Tower, 3rd Floor 312 Rosa L. Parks Ave, Nashville, TN 37243

Room: Conference Room Tennessee One, Tennessee Tower, 3rd Floor

Prospective respondents are encouraged to attend this pre-response conference; however attendance is not mandatory in order to submit a response. The Central Procurement Office conducts pre-response conferences to discuss and answer questions prior to response due date. The pre-response conference is for informational purposes only. Nothing stated at the pre-response conference shall change the solicitation unless the change is reflected in writing and disseminated to all prospective respondents that attended the pre-response conference.

1.4. **Accommodation for People with Disabilities.** Any individuals with disabilities who wish to participate in public meetings such as a scheduled pre-response conference or other scheduled function should contact the Solicitation Coordinator to discuss any auxiliary aids or services needed. Such contact should be made no less than three (3) business days prior to the public meeting to allow time for the Solicitation Coordinator

to provide needed aids or services.

- 1.5. **Questions.** Respondents may submit written questions about this ITB to the Solicitation Coordinator. All questions must be submitted no later than July 29, 2019.
- 1.6. **Responses Due.** The response must be received by the State on or before the date and hour designated for the response opening. Responses that are submitted untimely shall be rejected.

2. Section 2 -- Award Criteria

- 2.1. **Multiple Awards –Per Manufacturer.** The State will award up to three separate contracts to the lowest responsive and responsible Dealers per Manufacturer.

The evaluation will be based upon the dealer's two (2) Year Fixed Fleet Price per Manufacturer on Attachment C – Sample Pricing Sheet.

- 2.2. **Award Criteria**
An award shall be made to the responsive and responsible Dealers per Manufacturer considering the following:

Ability to Perform
Conformity to Specifications
Compliance with Bid Factors

3. Section 3 -- Standard Terms of the Solicitation

- 3.1. **Respondent Registration.** Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal:

https://sso.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

- 3.2. **Respondent's Ability to Perform.** The State shall have the right to require evidence of the respondent's ability to perform the services or deliver the goods required pursuant to the terms and conditions of this ITB.
- 3.3. **Quality of Workmanship and Materials.** Unit price responses are requested on goods or services that equal or exceed the specifications, unless the specifications limit the dimensions, brands, or model of goods or services. The absence of detailed specifications or the omission of detailed descriptions shall mean that only the best commercial practices and only first quality goods and workmanship shall be supplied.
- 3.4. **Performance.** The respondent who is awarded a contract will be responsible for delivering the goods or providing the services set out in this ITB. All goods or services are subject to inspection and evaluation by the State.

- 3.5. **Clarifications.** The State reserves the right to conduct clarifications or negotiations with one or more respondents. All communications, clarifications, and negotiations shall be conducted in a manner that is fair and transparent.
- 3.6. **Negotiations.** The State may elect to negotiate by requesting revised Cost Proposals from apparently responsive and responsible respondents. However, the State reserves the right to award a contract on the basis of initial responses received. Therefore, each response should contain the respondent's best terms from a price and technical standpoint. The State reserves the right to conduct multiple negotiation rounds. If the State exercises its right to enter into negotiations, it may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those identified issues during negotiations. All responsive respondents will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other price or service level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other method that does not reveal individual respondent pricing. During target price negotiations respondents are not obligated to meet or beat target prices, but will not be allowed to increase prices. All communications, clarifications and negotiations shall be conducted in a manner that supports fairness in response improvement. Note that each clarification sought by the State may be unique to an individual respondent.

- 3.7. **Response Cancellation and Rejection.** The State may cancel this ITB in its entirety and reissue it in whole or in part.

The State may reject any or all responses in its sole discretion. Additionally, the State may reject a response that: (a) qualifies the offer to provide goods or services as required by this ITB; (b) proposes alternative goods or services unless expressly requested by this ITB; (c) involves collusion, consultation, communication, or agreement among respondents; (d) includes information the respondent knew or should have known was materially incorrect; or (e) does not comply with the terms, conditions, specifications, or performance requirements of this ITB.

After the State opens the responses, no price changes shall be permitted except pursuant to target pricing or best and final offer negotiations as specified in this ITB.

- 3.8. **Communications and Contacts.** Prospective respondents must direct communications concerning this ITB to the following person designated as the Solicitation Coordinator:

Michael Neely
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
615-741-5971
Michael.t.neely@tn.gov

Unauthorized contact about this ITB with employees or officials of the State of Tennessee except as detailed in this ITB may result in disqualification from consideration under this procurement process. Notwithstanding the foregoing,

respondents may alternatively contact:

Staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran owned, businesses owned by persons with disabilities and small businesses as well as general, public information relating to this ITB (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and

The following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and associated federal regulations:

Helen Crowley
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102
615-741-1035
Helen.Crowley@tn.gov

- 3.9. **Responses Submitted by Mail.** If submitting a response by mail: (1) all prices must be typed or written in ink on the "Line Details" portion of this ITB; (2) any corrections, erasures, or other alterations to prices must be initialed by the respondent; and (3) the response shall be manually signed by the respondent in ink. Each individual response must be returned in a separate envelope package or container and must be properly labeled on the outside referencing the applicable event number and the response opening date. Responses should be mailed in a properly labeled sealed envelope to the following address:

Bidder Services
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville, TN 37243-1102.

Failure to comply with these requirements may result in rejection of the response.

- 3.10. **Models Included in Response.** All goods identified in the response must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of response opening. Goods may include internal refurbished or reconditioned components normally used in the manufacturing process and deemed and warranted and sold as new equipment by the manufacturer.
- 3.11. **Respondent Certification.** By signing or electronically submitting the response, the respondent agrees to the terms and conditions of this ITB and certifies that all goods or services included in the response meet or exceed the Scope or Specifications of this ITB. The respondent agrees that, if it is awarded a contract, it will deliver goods or services that meet or exceed the specifications in this ITB.
- 3.12. **Exceptions or New Terms or Conditions.** Exceptions to terms and conditions or new terms and conditions proposed by the respondent that vary from this ITB may, in the discretion of the State, render the response nonresponsive. A response deemed

nonresponsive will not be considered for an award of a contract.

- 3.13. **Conflict of Interest.** The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this ITB:
- a. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;
 - b. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and
 - c. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.
- 3.14. **Specifications Govern.** Brands or model numbers identified in the specifications of this ITB are deemed to meet all written specifications. In the event of a conflict between specified brands and models and the written specifications, the conflict shall be resolved in favor of the written specifications.
- 3.15. **Firm Offer.** The response constitutes a firm offer that is irrevocable for ninety (90) days. An award of a contract shall, subject to necessary State approvals, be binding on the respondent without any further action by the respondent.
- 3.16. **F.O.B. Destination.** Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.
- 3.17. **Tax Exemption.** The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in respondent's prices. The successful respondent shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this ITB.
- 3.18. **Prompt Pay Discount.** Any prompt pay discounts offered by respondents shall be extended to all authorized users of the contract.
- 3.19. **Fixed Discount or Surcharge.** The percent discount or surcharge per line item must be fixed for the contract's term.
- 3.20. **Department of Revenue Registration.** Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory

requirement of an award of a contract pursuant to this ITB. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: <https://tntap.tn.gov/eservices/> /#1

- 3.21. **Prohibition of Illegal Immigrants**. Any respondent awarded a contract shall comply with Tenn. Code Ann. § 12-3-309 and submit semi-annual attestations to the State.
- 3.22. **Inspection of Procurement File**. All respondents have the right to inspect the procurement file, prior to award, upon completion of the evaluation by the Central Procurement Office. Interested respondents should contact the Solicitation Coordinator following the response opening date or once the file is open for the seven (7) day inspection period. A "Notice of Intent to Award" letter will be sent to all respondents detailing which respondent(s) has been recommended for award and the evaluated award amount(s). Upon request, a reasonable opportunity to inspect the procurement file will be provided to the respondent.
- 3.23. **Protest by Respondent**. Pursuant to Tenn. Code Ann. § 12-3-514, any actual respondent may protest. Please refer to the Central Procurement Office's website to obtain a copy of the protest procedures and protest bond requirements or contact the sourcing analyst or category specialist at 615-741-1035. The website for the Central Procurement Office is as follows: <https://www.tn.gov/generalservices/procurement.html>. If a written protest and a protest bond are not received by the end of the seven-day period to protest then the Solicitation Coordinator will proceed with the contract award.

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)

Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Disabled Business Enterprise (DSBE)

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe-/program-eligibility.html>

Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at:

<https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215>

directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:	Event Number:	
Respondent's Contact Name:	Phone: ()	Email:
Does the Respondent qualify as the diversity business enterprise? ☐ Yes ☐ No		
If yes, which designation does the Respondent qualify? ☐ MBE ☐ WBE ☐ DSBE ☐ SDVBE ☐ SBE		
Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	% of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE / DSBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a contract pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____

Date: _____

Printed Name and Title of Signatory _____



Statewide Contract # SWC209 Vehicles

4. SCOPE:

- 4.1. **Scope.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Invitation to Bid and meet all service and delivery timelines as specified by the Invitation to Bid.

4.2. **Warranty Clauses:**

- 4.2.1. **Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: (a) twelve (12) months after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. During the Warranty Period, any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

- 4.2.2. **Warranty for Resale of Goods.** For all goods provided under this Contract, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Contract, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.

- 4.3. **Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods

or services shall be deemed to have been accepted by the State.

5. TERM OF CONTRACT:

- 5.1. **Term of Contract.** This Contract shall be effective on September 1, 2019 ("Effective Date") and extend for a period of twenty four (24) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- 5.2. **Renewal Options.** This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to zero (0) renewal options under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.
- 5.3. **Term Extension.** The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option.

6. PAYMENT TERMS AND CONDITIONS:

- 6.1. **Estimated Liability.** The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be thirty three million (\$33,000,000.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- 6.2. **Compensation Firm.** The prices identified in this Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The prices identified includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- 6.3. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- 6.4. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

a) Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

1. Invoice number (assigned by the Contractor);
2. Invoice date;
3. Contract number (assigned by the State);
4. Purchase order number (assigned by the State);
5. Customer account name: The State of Tennessee;
6. Customer account number (assigned by the Contractor to the above-referenced Customer);
7. Contractor name;
8. Contractor Tennessee Edison supplier ID number;
9. Contractor contact for invoice questions (name, phone, or email);
10. Contractor remittance address;
11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
13. Applicable payment methodology of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. Total amount due for the invoice period.

b) Contractor's invoices shall:

1. Only include charges for goods delivered or services provided as described in this Contract and in accordance with payment terms and conditions set forth in this Contract;
2. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
3. Not include a line item for Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal Property taxes, or income taxes; and
4. Include shipping or delivery charges only as authorized in this Contract.

The timeframe for payment (or any discounts) begins only when the State is in receipt of an undisputed invoice that meets the minimum requirements of this Section.

6.5. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

6.6. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with this Contract, to not constitute proper compensation for goods delivered or services provided.

6.7. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

6.8. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a) The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

7. **MANDATORY TERMS AND CONDITIONS:**

7.1. **Substitute Items Offered by the Contractor.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

7.2. **Purchase Order Release.** Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.

7.3. **Delivery.** Contractor shall provide all goods or services as required and described in this Contract and shall meet all service and delivery timelines specified in this Contract. Contractor shall provide goods or services required under this Contract within one hundred eighty (180) days after receipt of a purchase order. All quotations shall be F.O.B. destination.

7.4. **Required Approvals.** The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

7.5. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage

prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party.

The Contractor:

Contractor
Contractor's Contact Name & Title
Address
Email Address
Telephone Number

State of Tennessee:

Michael Neely
Department of General Services, CPO
312 Rosa L Parks Avenue, 3rd Floor Tennessee Tower
Nashville TN 37243-1102
615-741-5971
Michael.t.neely@tn.gov

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- 7.6. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties and approved by all applicable State officials.
- 7.7. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- 7.8. **Termination for Convenience.** The State may terminate this Contract for convenience without cause for any reason. The State's election to terminate this Contract for convenience shall be effective upon the date specified and shall not be deemed a breach of contract by the State. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any good or service that has not been provided, nor shall the Contractor be relieved of any liability to the State for any damages or claims arising under this Contract.

- 7.9. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- 7.10. **Assignment and Subcontracting.** The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- 7.11. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- 7.12. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 7.13. **Equal Opportunity.** During the performance of this Contract, the Contractor agrees as follows:
- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - 1. Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
 - 2. Layoff or termination;

3. Rates of pay or other forms of compensation; and
4. Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

7.14. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html>, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b) Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c) The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
- e) For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to

provide services under the Contract.

- 7.15. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 7.16. **Monitoring.** The Contractor's activities conducted and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- 7.17. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- 7.18. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- 7.19. **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not employees or agents of the other party.
- 7.20. **Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- 7.21. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated

Liability. This limitation of liability is cumulative and not per incident.

7.22. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

7.23. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

7.24. **Statewide Contract Reports.** All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

- a) **Quarterly Reports:** Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency, Other Governmental Body or not-for-profit entity
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

- b) Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: <https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.
- c) Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

7.25. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

- a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
- b) Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
- c) The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or

damages paid by the State because of the violation.

- 7.26. **Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- 7.27. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- 7.28. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- 7.29. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the

default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- 7.30. **State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- 7.31. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 408.
- 7.32. **Entire Agreement.** This Contract is complete and contains the entire understanding between the parties relating to its subject matter, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.
- 7.33. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- 7.34. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

7.35. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

- a) any amendment to this Contract, with the latter in time controlling over any earlier amendments;
- b) this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
- c) any clarifications of or addenda to the Contractor's response seeking this Contract;
- d) the Invitation to Bid, as may be amended, requesting responses in competition for this Contract;
- e) any technical specifications provided to respondents during the procurement process to award this Contract; and,
- f) the Contractor's response seeking this Contract.

7.36. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

7.37. Insurance Requirements:

7.37.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses.

Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

7.37.2. Workers' Compensation and Employer Liability Insurance.

- a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
- b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- c) In an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.

d) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

1. The Contractor employees fewer than five (5) employees;
2. The Contractor is a sole proprietor;
3. The Contractor is in the construction business or trades with no employees;
4. The Contractor is in the coal mining industry with no employees;
5. The Contractor is a state or local government; or
6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

7.37.3. Commercial General Liability Insurance.

- a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

7.38. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

7.39. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

8. SPECIAL TERMS AND CONDITIONS:

- 8.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.
- 8.2. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.
- 8.3. **Authorized Users -- Statewide Contract.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies.

The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b) Tennessee local governmental agencies;
- c) the board of trustees of the University of Tennessee system, the Tennessee board of regents system, or the State university boards;
- d) any private nonprofit institution of higher education chartered in Tennessee; and,
- e) any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services or the Department of Intellectual and Developmental Disabilities to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- 8.4. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

8.5. **Additional Lines, Items or Options.** At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

- a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
 2. Any pricing related to the new lines, items, or options;
 3. The expected effective date for the availability of the new lines, items, or options; and
 4. Any additional information requested by the State.
- b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
- c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

Equipment

8.1. **Liens, Encumbrances and Title.** The Contractor owns and has good and marketable title to, and legal ownership of the goods, free and clear of any and all liens, security interests, pledges, mortgages, charges, limitations, claims, restrictions, rights of first refusal, rights of first offer, rights of first negotiation or other encumbrances of any kind or nature (collectively, "Encumbrances"). Upon delivery, without exception, the State will acquire from the Contractor legal and beneficial ownership of, good and marketable title to, and all rights to the goods to be sold to the State by the Contractor, free and clear of all Encumbrances. The Contractor shall, within ten (10) days after delivery deliver to the State if required by applicable law to establish or show evidence of ownership, any and all documents or certificates required to establish or show evidence of the State's ownership in the goods.

8.2. **Installation of Optional Equipment**

The State reserves the right to request quotes from the Contractor for installation of any optional equipment ("Optional Equipment") that is not available as a line item on this Contract. The State also reserves the right to receive quotes from third party providers of Optional Equipment in the market place and to award the installation of Optional Equipment to the Contractor or third party whose quote best meets the needs of the State, which shall be determined in the State's sole and absolute discretion. If the State determines the Contractor's quote is the one that best meets the needs of the State, the Contractor shall install the Optional Equipment requested by the State and include the approved cost of the Optional Equipment, including the costs of installation, in the Contractor's vehicle invoice to the State as a separate line item. Should the State elect to have any Optional Equipment installed by a third party, the Contractor agrees to cooperate with any third party chosen by the State to install any

Optional Equipment. The State also reserves the right to utilize one or more of its statewide contracts as a source for the installation of any Optional Equipment.

State of Tennessee (State) FORD - 2020/2021 Model Year Fleet (2 Year Fixed) Pricing

Lonnie Cobb Ford				
Model	Model Number	Description	MSRP	State Government Fleet Price (2 Year Fixed Pricing)
Contract 64473			\$31,000.00	\$25,750.00
RANGER				
	R1A-101A	CHASSIS 4X2	\$26,860.00	\$22,224.00
	R1E-101A	SUPERCAB 4X2 XL	\$27,160.00	\$23,528.00
	R1E-300A	SUPERCAB 4X2 XLT	\$30,075.00	\$24,941.00
	R1F-101A	SUPERCAB 4X4 XL	\$31,320.00	\$25,161.00
	R1F-101A	SUPERCAB 4X4 XL W/TOW	\$31,815.00	\$25,597.00
	R1F-300A	SUPERCAB 4X4 XLT	\$34,075.00	\$26,391.00
	R1F-300A	SUPER 4X4 XLT W/TOW	\$34,570.00	\$26,827.00
	R4E-101A	CREW CAB XL 4X2	\$29,560.00	\$24,582.00
	R4E-300A	CREW CAB XLT 4X2	\$32,250.00	\$25,972.00
	R4F-101A	CREWCAB XL 4X4	\$33,720.00	\$27,345.00
	R4F-101A	CREW CAB XL 4X4 W/TOW	\$34,215.00	\$27,781.00

State of Tennessee (State)		Chevrolet - 2020/2021 Model Year Fleet Pricing		
Dealer Name: Wilson County Motors				
Model	Model Number	Description	MSRP	State Government Fleet Price (2 Year Fixed Pricing)
Contract 64414				
COLORADO				
	12M53	Colorado Ext Cab 128" 2wd WT	\$27,380.00	\$22,370.00
	12M53	Colorado Ext Cab 128" 4wd WT	\$29,795.00	\$23,905.80
	12N53	Colorado Ext Cab 128" 2wd LT	\$28,795.00	\$23,494.80
	12N53	Colorado Ext Cab 128" 4wd LT	\$32,495.00	\$26,113.60
	12M43	Colorado Crew Cab 128" 2wd WT	\$27,795.00	\$22,170.80
	12M43	Colorado Crew Cab 128" 4wd WT	\$32,795.00	\$25,990.80
	12N43	Colorado Crew Cab 128" 2wd WT	\$30,795.00	\$24,942.80
	12N43	Colorado Crew Cab 128" 4wd WT	\$33,484.60	\$30,496.00
	12T43	Colorado Crew Cab 141" 2Wd WT	\$30,095.00	\$24,296.00
	12T43	Colorado Crew Cab 141" 4Wd WT	\$33,695.00	\$26,822.40
	12U43	Colorado Crew Cab 141" 2wd LT	\$32,995.00	\$26,975.60
	12U43	Colorado Crew Cab 141" 4wd LT	\$36,395.00	\$29,317.20

REPORT TO THE BOARD OF MAYOR AND ALDERMEN

PREPARED BY: Mark Shipley, Community Development Director

SUBJECT: Ordinance 20-10, an ordinance on first reading to rezone Parcel 019, Tax Map 162, 1013 McFee Road, 24.85 Acres, from Agricultural (A) to Open Space Mixed Residential Overlay (R-1/OSMR) (Rackley Engineering, Applicant)

INTRODUCTION AND BACKGROUND: This agenda item involves the Gibson farm property that is south of the parcel that is immediately south of McFee Park on the west side of McFee Road. The property is currently zoned Agricultural (A). Due to the presence of a major overhead transmission line easement that runs horizontally through the property and a drainageway along the western portion of the property, the applicant is asking for a rezoning to the Open Space Mixed Residential Overlay (R-1/OSMR) Zoning District. This is the same zoning district as the Cottages at Pryse Farms on the east side of McFee Road just north of McFee Park.

DISCUSSION: As discussed with the Planning Commission, the OSMR District permits both attached and detached single family but the overall density is the same as the standard Open Space Residential (OSR) District which permits only detached single family. The density is based on the Rural Residential (R-1) Zoning District, which provides for a 20,000 square foot minimum lot size. The OSR is a much more common district and includes a number of newer developments throughout the Town, including Bridgmore, Sheffield, Brass Lantern, and Brookmere – all of which are located in the general area.

In the case of the Gibson farm property, the total number of permitted dwelling units (attached and detached) would be 54. From the applicant's perspective, the large overhead utility line and associated 100-foot easement divides the property and makes it more beneficial to be able to cluster the attached portion of the development in a smaller area that can be separated from the detached portion of the development.

A few months ago, the McFee Road corridor south of McFee Park was the subject of a public workshop where input was provided with regards to the future of this portion of Town. The predominant recommendation was that the future land use map show most of the area, including the property that is the subject of this rezoning request, as Open Space Cluster Residential. Both the OSR and the OSMR Districts would be consistent with this land use designation.

When this rezoning was discussed with the Planning Commission, staff noted that a consideration concerning the OSR vs. the OSMR is that this is generally a rural area (hence the current zoning of Agricultural) and is the more-dense form of an attached development appropriate for this area or would an OSR Zoning District be a better fit? If this property were rezoned to OSMR, would it make it more likely that other properties in the area would also be rezoned for attached single-family developments? Again, the density would not be affected. It would be more of a form-based or bulk consideration and whether this is appropriate for the general area.

RECOMMENDATION: Included in your packet is Resolution PC-20-06 and Ordinance 20-10. At their meeting on June 18, the Planning Commission recommended approval of Ordinance 20-10 with a roll call vote of 8-1 with Mayor Williams voting in opposition. Staff would note that R-1/OSR or R-1/OSMR are consistent with the future land use map. The difference is in form and bulk.

PROPOSED MOTION: To approve Ordinance 20-10 on first reading.

BOARD ACTION:

MOTION BY: _____ SECONDED BY: _____

<u>VOTE/TOTAL</u>	<u>WILLIAMS</u>	<u>MEYER</u>	<u>PINCHOK</u>	<u>POVLIN</u>	<u>BURNETTE</u>
YES	_____	_____	_____	_____	_____
NO	_____	_____	_____	_____	_____
ABSTAIN	_____	_____	_____	_____	_____

RESOLUTION PC-20-06

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 PARCEL 019, TAX MAP 162, 1013 MCFEE ROAD, FROM AGRICULTURAL (A) TO OPEN SPACE MIXED RESIDENTIAL OVERLAY (R-1/OSMR)

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 June 18, 2020;

NOW, THEREFORE, BE IT RESOLVED that the Farragut Municipal Planning Commission hereby recommends approval of Ordinance 20-10 to the Farragut Board of Mayor and Aldermen, an ordinance amending the Farragut Zoning Ordinance and Map, Ordinance 86-16, by rezoning the above noted property.

ADOPTED this 18th day of June 2020.

Rita Holladay, Chairman

Rose Ann Kile, Secretary

ORDINANCE: 20-10
PREPARED BY: Hose/Shipley
REQUESTED BY: Town of Farragut
CERTIFIED BY FMPC: June 18, 2020
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 Parcel 019, Tax Map 162, said property being located at 1013 McFee Road and including approximately 24.85 acres, from Agricultural (A) to Open Space Mixed Residential Overlay (R-1/OSMR (See Exhibit A).

SECTION 2.

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

Ron Williams, Mayor

Allison Myers, Town Recorder

Certified to the Farragut Board of Mayor and Aldermen this _____ day of _____, 2020,
with approval recommended by the Farragut Municipal Planning Commission (FMPC).

Rita Holladay, Chairman

Rose Ann Kile, Secretary



**Exhibit A
Ordinance 20-10**

**Rezone
Parcel 19
Tax Map 162
1013 McFee Road**

From
A (Agricultural)

to

R-1/OSMR (Rural Single-Family
Residential/Open Space Mixed
Residential Overlay)

Legend

-  Subject Property
-  Town Limit
-  Streets
-  Parcels
-  A, Agricultural
-  OS-P, Open Space/Park
-  R-1, Rural Single-Family Residential
-  R-2, General Single-Family Residential
-  R-1/OSR, Open Space Residential Overlay
-  R-1/OSMR, Open Space Mixed Residential Overlay



1 in = 400 ft

