



**CITY OF MARYVILLE**  
400 West Broadway  
Maryville, TN 37801

**BEER BOARD /  
CITY COUNCIL MEETING  
6:58 P.M. TUESDAY, MAY 6, 2025  
MARYVILLE MUNICIPAL CENTER**

**NOTICE:** Individuals who wish to speak at council meetings should sign up on the public comment sheets available outside the council chamber. There are sign-up sheets for the following comment periods: public hearings, non-agenda items (Hear Citizens), and existing agenda items. The Mayor will use the sign-up sheets to call upon citizens for comments during the correlating comment period. Please remain seated until called upon to speak.

**6:58 P.M. BEER BOARD**

1. CONSIDERATION OF A MOTION TO GRANT A SPECIAL EVENT BEER PERMIT TO BRYAN DANIELS FOR THE APPROVED SPECIAL EVENT "HOPS IN THE HILLS" TO BE HELD AT THE GREENBELT AMPHITHEATER AND PARKING LOT ON JUNE 21, 2025, FROM 5:00 PM.-9:00 P.M. THE EVENT IS SPONSORED BY BLOUNT PARTNERSHIP.

**6:59 P.M. BEER BOARD**

2. CONSIDERATION OF A MOTION TO GRANT A SPECIAL EVENT BEER PERMIT TO BRYAN DANIELS FOR THE APPROVED SPECIAL EVENT "TASTE OF BLOUNT" TO BE HELD AT THE GREENBELT AMPHITHEATER AND PARKING LOT ON SEPTEMBER 4, 2025, FROM 6:00 PM.-8:00 P.M. THE EVENT IS SPONSORED BY BLOUNT PARTNERSHIP.

Individuals with disabilities who require accommodation for participation in meetings must request accommodation at least 72 hours ahead of the scheduled meeting. Contact the ADA Coordinator, at (865) 273-3430 or email at [adainfo@maryville-tn.gov](mailto:adainfo@maryville-tn.gov).

Meeting attendees who have difficulty hearing can sign out an assisted listening device prior to the meeting. Please let a member of staff know before the meeting starts to use a device.

## Public Comments

7:00 P.M.

CITY COUNCIL

CALL TO ORDER

ROLL CALL

INVOCATION

APPROVAL OF MINUTES

ACCEPTANCE OF AGENDA

HEAR CITIZENS ON NON-AGENDA ITEMS

## BUSINESS

1. CONSIDERATION OF AN ORDINANCE ON SECOND READING AMENDING ORDINANCE NO. 2021-13 BEING THE CUSTOMER SERVICE POLICY FOR THE CITY OF MARYVILLE.
2. CONSIDERATION OF AN ORDINANCE ON SECOND READING AMENDING THE FY25 ANNUAL OPERATING BUDGET RELATIVE TO SCHOOL FUNDS.
3. CONSIDERATION OF AN ORDINANCE ON FIRST READING AMENDING ORDINANCE NO. 2008-01 BEING THE TRAVEL POLICY AND REGULATIONS FOR CITY OF MARYVILLE OFFICIALS.
4. CONSIDERATION OF AN ORDINANCE ON FIRST READING, AMENDING CITY CODE, TITLE 8, CHAPTER 2, SECTION 222, SPECIAL EVENTS PERMITS.
5. CONSIDERATION OF AN ORDINANCE ON FIRST READING AMENDING THE ANNUAL OPERATING BUDGET OF THE CITY OF MARYVILLE, TENNESSEE FOR FISCAL YEAR 2025.

6. CONSIDERATION OF A RESOLUTION ADOPTING THE REVISED BLOUNT COUNTY HAZARD MITIGATION PLAN.
7. CONSIDERATION OF A RESOLUTION AUTHORIZING THE SPECIAL EVENT “SUMMER ON BROADWAY” TO BE HELD FROM 5:00 P.M., JUNE 20, 2025, UNTIL 11:00 P.M., JUNE 21, 2025.
8. CONSIDERATION OF A RESOLUTION AUTHORIZING THE SPECIAL EVENT “TASTE OF BLOUNT” TO BE HELD FROM 6:00 P.M. UNTIL 8:00 P.M., SEPTEMBER 4, 2025.
9. CONSIDERATION OF A RESOLUTION AMENDING THE CITY OF MARYVILLE’S POSITION CLASSIFICATION COMPENSATION PLAN.
10. CONSIDERATION OF A MOTION TO RATIFY THE EMERGENCY PURCHASE OF DISTRIBUTION AND NETWORK TRANSFORMERS.
11. CONSIDERATION OF A MOTION TO AUTHORIZE THE MAYOR TO SIGN AMENDMENTS TO THE PURCHASE POWER AGREEMENTS WITH SILICON RANCH FOR THE MINT RD SITE.
12. CONSIDERATION OF A MOTION TO AUTHORIZE THE MAYOR TO SIGN AMENDMENTS TO THE PURCHASE POWER AGREEMENTS WITH SILICON RANCH FOR THE SEVIERVILLE RD SITE.
13. CONSIDERATION OF A MOTION TO REQUEST AUTHORIZATION TO INITIATE CONDEMNATION PROCEEDINGS FOR SEWER EASEMENTS AS NECESSARY ALONG THE PROPOSED ROUTE.
14. CONSIDERATION OF A MOTION TO RATIFY THE EMERGENCY PURCHASE OF A REPLACEMENT GEARBOX FOR THE OXIDATION DITCH AERATOR AT THE REGIONAL WASTEWATER TREATMENT PLANT.
15. CONSIDERATION OF A MOTION AUTHORIZING THE MAYOR TO NEGOTIATE AND RENEW THE CITY MANAGER’S EMPLOYMENT CONTRACT.
16. CITY COUNCIL APPOINTMENT OF INDIVIDUALS TO THE BLOUNT COUNTY EMERGENCY COMMUNICATIONS DISTRICT BOARD.
17. CITY COUNCIL APPOINTMENT OF INDIVIDUALS TO THE BLOUNT COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES.
18. CONSIDERATION OF A MOTION TO DECLARE CERTAIN ITEMS AS SURPLUS AND TO AUTHORIZE THEIR DISPOSAL.



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

**AGENDA ITEM BACKGROUND**

1. CONSIDERATION OF A MOTION TO GRANT A SPECIAL EVENT BEER PERMIT TO BRYAN DANIELS FOR THE APPROVED SPECIAL EVENT “HOPS IN THE HILLS” TO BE HELD AT THE GREENBELT AMPHITHEATER AND PARKING LOT ON JUNE 21, 2025, FROM 5:00 PM.-9:00 P.M. THE EVENT IS SPONSORED BY BLOUNT PARTNERSHIP.

**A) Introduction:**

This event is sponsored by Blount Chamber of Commerce. The Special Event Beer Permit provides for applicant, Mr. Daniels, to organize the sale and/or distribution of beer or other legalized beverages by licensed beer vendor(s) for consumption on public property within the approved Special Events Zone.

**B) Financial Impact of Action:**

No Financial Impact

**C) Impact of Action on Other Departments/Agencies:**

No additional impact other than enforcement of the beer laws.

**D) Proposed Action:**

Staff recommends approval based on the information provided



# Memo

**Date:** April 15, 2025

**To:** Sherri Phillips

**From:** Chief Tony Jay Crisp *Tony Jay Crisp*

**RE:** Special Events Permit Application with Beer Permit

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Background investigation has been conducted on Bryan Thomas Daniels DOB: 03/04/1972, 3232 Whittenburg Dr Maryville TN 37804 doing business as: Hops in the Hills (Blount County Chamber of Commerce) event date: 06/21/2025. This applicant also applied for a Special Events Beer Permit.

The investigation revealed the applicant meets the criteria for the permits set forth in the City of Maryville Municipal Code.



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**400 West Broadway**  
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**AGENDA ITEM BACKGROUND**

2. CONSIDERATION OF A MOTION TO GRANT A SPECIAL EVENT BEER PERMIT TO BRYAN DANIELS FOR THE APPROVED SPECIAL EVENT "TASTE OF BLOUNT" TO BE HELD AT THE GREENBELT AMPHITHEATER AND PARKING LOT ON SEPTEMBER 4, 2025, FROM 6:00 PM.- 8:00 P.M. THE EVENT IS SPONSORED BY BLOUNT PARTNERSHIP.

**A) Introduction:**

This event is sponsored by Blount Chamber of Commerce. The Special Event Beer Permit provides for, applicant, Mr. Daniels, to organize the sale and/or distribution of beer or other legalized beverages by licensed beer vendor(s) for consumption on public property within the approved Special Events Zone.

**B) Financial Impact of Action:**

No Financial Impact

**C) Impact of Action on Other Departments/Agencies:**

No additional impact other than enforcement of the beer laws.

**D) Proposed Action:**

Staff recommends approval based on the information provided

The logo of the Maryville Police Department is a shield-shaped emblem. At the top, the words "MARYVILLE POLICE" are written in a bold, white, sans-serif font against a dark background. Below this, the shield features a colorful landscape with green hills, a purple mountain range, and a blue sky with white stars. A red and white striped banner is on the right side, and a blue and white star is on the left. At the bottom of the shield, the letters "TN." are written in a bold, white, sans-serif font.

# Memo

**Date:** April 15, 2025

**To:** Sherri Phillips

**From:** Chief Tony Jay Crisp *Tony Jay Crisp*

**RE:** Special Events Permit Application with Beer Permit

---

Background investigation has been conducted on Bryan Thomas Daniels DOB: 03/04/1972, 3232 Whittenburg Dr Maryville TN 37804 doing business as: Taste of Blount (Blount County Chamber of Commerce) event date: 09/04/2025. This applicant also applied for a Special Events Beer Permit.

The investigation revealed the applicant meets the criteria for the permits set forth in the City of Maryville Municipal Code.

Maryville, Tennessee  
April 1, 2025, 7:00 P.M.

REGULAR MEETING

The Maryville City Council convened for a regular business meeting on April 1, 2025, at 7:00 p.m. at the Maryville Municipal Center when the following members were present: Mayor Andy White presiding, Councilmembers Sarah Herron, Tommy Hunt, Fred Metz, and Drew Miles. Also present were City Manager Greg McClain, City Recorder Sherri Phillips, and City Attorney Melanie Davis. The Mayor declared a quorum to be present.

Thereupon, it was moved by Councilmember Herron and seconded by Councilmember Hunt to approve the minutes from the March 4, 2025, Council Meeting. On roll call the vote was unanimous.

Thereupon, it was moved by Councilmember Miles and seconded by Councilmember Herron to accept the agenda. On roll call the vote was unanimous to approve the agenda.

THEREUPON, THE FOLLOWING PROCEEDINGS WERE HAD AND ENTERED OF RECORD TO-WIT:

Thereupon, the following captioned ordinance was presented, considered, and placed for passage on second reading:

AN ORDINANCE TO ABANDON A PORTION OF AN ALLEY  
LOCATED BETWEEN HIGH STREET AND LAMAR STREET  
AND DESIGNATED AS ALLEY #231.

Thereupon, it was moved by Councilmember Miles and seconded by Councilmember Hunt that said ordinance be passed on second reading. On roll call the vote was unanimous. The Mayor declared that said ordinance had been adopted. The ordinance was signed by the Mayor and City



Recorder. The Mayor ordered said ordinance numbered 2025-03 and recorded in the Ordinance Book of the City.

Thereupon, the following captioned ordinance was presented, considered, and placed for passage on second reading:

AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET OF THE CITY OF MARYVILLE, TENNESSEE FOR FISCAL YEAR 2025.

Thereupon, it was moved by Councilmember Hunt and seconded by Councilmember Metz that said ordinance be passed on second reading. On roll call the vote was unanimous. The Mayor declared that said ordinance had been adopted. The ordinance was signed by the Mayor and City Recorder. The Mayor ordered said ordinance numbered 2025-04 and recorded in the Ordinance Book of the City.

Thereupon, the following captioned ordinance was presented, considered, and placed for passage on first reading:

AN ORDINANCE TO AMEND ORDINANCE NO. 2021-13 BEING THE CUSTOMER SERVICE POLICY FOR THE CITY OF MARYVILLE.

Thereupon, it was moved by Councilmember Metz and seconded by Councilmember Miles that said ordinance be passed on first reading. On roll call the vote was unanimous. Thereupon, The Mayor declared that said ordinance had passed on first reading.

Thereupon, the following captioned ordinance was presented, considered, and placed for passage on first reading:

AN ORDINANCE AMENDING THE ANNUAL OPERATING BUDGET RELATIVE TO SCHOOL FUNDS.

Thereupon, it was moved by Councilmember Metz and seconded by Councilmember Hunt that said ordinance be passed on first reading. On roll call the vote was unanimous. Thereupon, The Mayor declared that said ordinance had passed on first reading.

Thereupon, it was moved by Councilmember Metz and seconded by Councilmember Herron to consider a motion to declare certain items as surplus and to authorize their disposal. On roll call the vote was unanimous.

Thereupon, there being no further business, Mayor White adjourned the meeting until the next scheduled meeting unless sooner called by the Mayor or as otherwise provided by law.

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Mayor

Attest:

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City Recorder



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**400 West Broadway**  
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**(865) 273-3401**

AGENDA ITEM BACKGROUND

1. CONSIDERATION OF AN ORDINANCE ON SECOND READING AMENDING ORDINANCE NO. 2021-13 BEING THE CUSTOMER SERVICE POLICY FOR THE CITY OF MARYVILLE.

**A) Introduction:** Customer Service Policy describes the services and procedures necessary for the effective management of the utilities and their operations while following regulations established by governing authorities. It is also necessary to update the policy as procedures change. The updates include:

Fee updates to establish consistency among services; redaction of manual read policy; eliminating customer deposits; updating business hours

**B) Financial Impact of Action:** Minimal updates in fees & charges

**C) Impact of Action on Other Departments/Agencies:** n/a

**D) Proposed Action:**  
Staff recommends passage of ordinance  
2<sup>nd</sup> Reading

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE NO. 2021-13 BEING THE  
CUSTOMER SERVICE POLICY FOR THE CITY OF MARYVILLE**

**WHEREAS**, it is necessary to modify the customer service policy to ensure that customer accounts are effectively and efficiently managed; and

**WHEREAS**, the City Council must adopt a customer service policy to be enforced in a fair and equitable manner;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE**, as follows:

**SECTION 1.** That the City of Maryville Customer Service Policy be adopted as attached.

**SECTION 2.** That this ordinance take effect from and after its final passage, the public welfare requiring it.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Passed 1<sup>st</sup> reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_

City Recorder

Passed 2nd reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_

City Recorder



## CUSTOMER SERVICE POLICY

### Introduction

The City of Maryville Utilities (“COMU”) serves as provider of water and wastewater utilities within the incorporated City limits and certain service areas outside of the incorporated area. In addition, COMU provides electric services as a distributor of power purchased from the Tennessee Valley Authority (“TVA”).

The COMU’s goal is to provide excellent service to its Customers. This document describes the Customer Service Policy that is necessary to effectively manage the Utilities and their operations as well as follow regulations established by governing authorities.

### Payment Hours

The COMU accepts payments with the following times for each method of payment.

1. In person: Payments may be made during the hours of 7:30 am and 4:30 pm at 400 W. Broadway.
2. Drop Box: Payments may be made at any time of day or night. However, payments must be placed in the drop box, located at City Hall, 400 W. Broadway prior to 4:00 pm to receive current day processing. After 4:00 pm all payments will be processed with the next business day’s transactions.
3. Web Payments and IVR (Integrated Voice Response): Payments (credit card and electronic check) may be made 24 hours a day, 7 days a week. Typically, payments are credited to the customer’s account within 24 hours, but COMU asks customer(s) to allow 48 hours before due date to ensure payment is posted on time. Electronic checks may take up to 3 days to debit customer’s bank account.

In order to restore service due to non-payment after 4:30 pm, Customers must contact the overtime crews to re-establish service. If an overtime crew is called out, the Customer will be responsible for any associated charges and additional fees. The electric overtime crew will be dispatched to restore service for both water and electric service. However, if the electric overtime crew experiences problems associated with water service, and a water overtime crew is dispatched, the Customer will be charged an additional fee to restore water service. These charges become due and payable immediately. Failure to pay these charges may result in the discontinuation of services. Electric Service after-hours can be contacted at (865) 983-8722. Water service after-hours can be contacted at (865) 982-7990.

In order to avoid penalties or late fees, payments must be received by COMU prior to, or on, the due dates that are outlined on the associated bill. Postmarks are not an acceptable measurement of the time payment was received.

## **Information to Customers**

Information is available for the purpose of conservation, fairness, and communication between COMU and its Customers.

1. The COMU will make available to all Customers upon application for service and anytime upon request, information related to:
  - a. Current service practice policy;
  - b. Current rates applicable to such Customer and a written and/or oral explanation of the rate schedule.
2. Upon request a Customer will receive a statement of such Customer's monthly kWh and/or gallon consumption for the prior 12- month period. There is no charge for this service.
3. Requests for information or questions regarding this policy may be made in person at any office of COMU, by phone, by mail, or on COMU's website at [www.maryvillegov.com](http://www.maryvillegov.com).
4. Customers shall be notified of the availability of rate schedules, governing policy such as those established by TVA, and consumption information by the most practical combinations of:
  - a. a message printed on COMU's bills;
  - b. public displays in the office where bills are paid;
  - c. public service announcements on local radio stations periodically;
  - d. advertisements in local newspapers periodically;
  - e. on COMU's website.
5. Customers shall be notified of any proposed significant changes in rates and/or policy at least 30 days prior to implementation of such change by the most practical combinations of:
  - a. mail;
  - b. newspaper advertisement;
  - c. public service announcements;
  - d. displays in the office where bills are paid;
  - e. on COMU's website.

## **Utility Outage**

To report a utility outage, contact the Automated Outage Report Line (865) 983-8722. Water Service after-hours can be contacted at (865) 982-7990.

## **Meter Tests**

COMU will, at its own expense, make periodic tests and inspections of its meters to maintain a high standard of accuracy. COMU will make additional tests or inspections of its electric and water meters at the Customer's request as described below.

Electric meter tests have a standard testing fee as referenced in Appendix A and Customer must pay this prior to additional meter testing. If test shows that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the Customer's bill. If the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment shall be made in Customer's bill over a period of not over 30 days prior and the cost of conducting the test will be credited by COMU.

Water meter tests have a standard testing fee as referenced in Appendix A and Customer must pay this prior to meter testing. If a meter registers in excess of any standardized accuracy limits as disclosed in the adopted Water and Sewer Rules and Regulations, an adjustment will be made by COMU and the cost of conducting the test will be credited by COMU.

### **Limitations of Liability**

COMU's liability shall not extend beyond the Customer's delivery point. The delivery point for residential electric shall be defined as the point at which COMU's facility connects with the Customer's facility and further being defined as: at Customer owned weatherhead for overhead service and at source side of terminal of meter pan for underground service. For other points of delivery, refer to the Electric Department's Rules and Regulations. The delivery point for water and sewer service shall be defined as the point at which the COMU's facility connects with Customer owned service lines.

In accordance with the TVA operating rules, COMU is not liable for lightning, power surges, low voltage, high voltage, loss of power or other temporary abnormal system conditions that are caused by weather, long term equipment failures or other causes not due to direct negligence by COMU or its employees. The Customer shall be responsible for purchasing and installing any devices required to protect the Customer's equipment from any temporary abnormal system condition that may occur occasionally.

### **Customer Charge**

A Customer charge, as adopted by the applicable Rate Schedule, will be applied to all classes of service for supplying service. This Schedule is available on request and at [www.maryvillegov.com/customer-service](http://www.maryvillegov.com/customer-service).

### **Security Lights**

If an existing utility pole is not available, a Customer will be charged a pole rental fee plus the monthly rate for usage. If an existing utility pole can be utilized, no monthly pole rental charge will be necessary. In order to recover the initial costs of providing the service, a Customer is required to pay a minimum of 12 months of service regardless of their continuance as a Customer of COMU. Any unutilized portion of the 12 month period will be collected on the final billing.

### **Application for Service**

Each prospective Customer desiring service is required to sign a standard application form before service is supplied. The standard application form requires information pertaining to the receipt of adequate identification. Also, a copy of a Customer's rental agreement or lease must be provided if the service location is not owner occupied. Service will not be supplied to an applicant who does not (1) sign the required form, (2) provide adequate photo identification, and (3) provide the required rental documents for properties that are not owner occupied (if applicable). All applications completed prior to 12:00 noon, will have service connected the same business day. After 12:00 noon, service will be connected the following business day. A current Customer that has been disconnected for non-payment, account has been finalized and deposit applied to their delinquent account becomes a new Customer requiring applicable re-connection fees, a new deposit, and any past due balance if reapplying for service.

For commercial Customers located within the Maryville City limits, requests for name change, ownership change or new service requires contact with the City of Maryville Electrical Inspector at (865) 273-3517 prior to processing application. The Inspector must authorize any release for service. Commercial Customers with a demand in excess of 1,000 kW will be required to sign an additional Power Contract.

## Denial of Service

Upon application for new service, COMU may deny service due to previously unpaid utility bills under an Applicant's current or past utility contracts with the City as long as the bill or bills at issue were not timely disputed by the Customer. Such denial of service on this basis will not occur for an existing Customer.

COMU shall deny service if it is determined that service would be a potential hazard to the health, safety, and welfare of our Customers.

When service is being furnished to an occupant of premises under contract and such contract is not in the occupant's name, COMU reserves the right to impose the following conditions on the right of the Customer to discontinue service under such a contract:

1. Written notice of the Customer's desire for such service to be discontinued may be required.
2. COMU may require that the service continue for a period not to exceed three (3) days landlord/tenant account during which time the Customer would be responsible to COMU for all charges for such service. During such three (3) day period or thereafter, the occupant of the premises to which service has been ordered disconnected by the Customer, other than the occupant, may be allowed by COMU to enter into a contract for service in the occupant's own name if the occupant is deemed to comply with COMU's rules and regulations with respect to his or her own application for service.

## Deposit-Residential Customers

- ~~1. Deposit policies are to be applied without regard to race, color, creed, gender, age, national origin, or marital status.~~
- ~~2. Customers who receive a "green check" designation from ONLINE Utility Exchange will not be required to provide a deposit. Customers who receive a "red x" will be required to provide a deposit. The deposit amount required is listed in Appendix A and should not exceed the class average of no more than twice the highest monthly bill. COM reserves the right to adjust deposits as needed.~~
- ~~3. An existing Customer, who wants to transfer service to another location and does not have an excellent payment history with COMU will be required to pay a deposit. An excellent payment history is defined as having no more than one late penalty in the past 12 months.~~
- ~~4. If account is terminated before one year of service, deposit held will be applied to any outstanding balance due COMU and any remaining balance refunded to Customer.~~
- ~~5. All residential deposits will be accounted for and credited to the account after twelve (12) months of continuous service. The deposit balance is subject to review by COMU and the customer.~~

Deposits will not be required for residential accounts.

## Deposit-Commercial Customers

1. Deposit policies are to be applied without regard to race, color, creed, gender, age, national origin, or marital status.
2. A deposit is required of any Commercial Customer before service will be supplied. The amount required should not exceed twice the highest monthly bill for billing location where billing history exists. For new customers at locations where no billing history exists, the monthly bill will be estimated based on anticipated energy demand and load for customer.
- ~~3. Upon termination of service, any outstanding balance due COMU will be paid in full~~



- from the deposit funds and then the balance, if any, shall be paid to the Customer.
3. All commercial deposits will be accounted for and credited to the account after twelve(12) months of continuous service. The deposit balance is subject to review by COMU and the customer.
  - ~~4. COMU does not accept surety bonds. An irrevocable letter of credit from a financial institution may be acceptable; however, this should be discussed in advance with the Collection Technician at (865) 273-3462.~~

### **Methods of Payment**

Acceptable methods of payment during normal business hours are cash, check, money order or cashier's check. Credit cards are also acceptable methods of payment. VISA, MasterCard, and Discover ~~and American Express~~ are accepted.

## **Billing**

1. Bills will be rendered monthly and shall be paid at the office of COMU or through the various other methods listed under “Payment Hours”.
2. Failure to receive a bill will not release Customer from payment obligation.
3. The due date for payment of the bill will be at least 15 days for all cycles from the day the bill is mailed to the Customer.
4. Payments made after the due date will be subject to a late payment charge of 5 percent
5. A one-time courtesy adjustment of late fee per account may be allowed.
6. If the COM is unable to obtain access during regular business hours to read meters or if for any other reason correctly registered consumption cannot be obtained, the COM reserves the right to render an estimated bill to the customer on the basis of the best available information available.

## **Billing**

- ~~1. Bills will be rendered monthly and shall be paid at the office of COMU or through the various other methods listed under “Payment Hours”.~~
- ~~2. Failure to receive a bill will not release Customer from payment obligation.~~
- ~~3. The due date for payment of the bill will be at least 15 days for all cycles from the day the bill is mailed to the Customer.~~
- ~~4. Payments made after the due date will be subject to a late payment charge of 5 percent~~
- ~~5. A one time courtesy adjustment of late fee per account may be allowed.~~
- ~~6. If the COM is unable to obtain access during regular business hours to read meters or if for any other reason correctly registered consumption cannot be obtained, the COM reserves the right to render an estimated bill to the customer on the basis of the best available information available.~~

## **Collection and Termination Procedures**

Whenever practical, the following process will be followed to discontinue service. However, this process may be modified as long as the intent of notification remains intact and is deemed to be more efficient in the administration of providing utility services and receiving utility payments:

1. A monthly bill will be sent to the address provided by the Customer. A notice that service is subject to termination for non-payment will be printed on the monthly bill if there is a balance carried forward from previous month.
2. A courtesy letter for first time late Customers will be mailed 20 days after due date.
3. Written notice of termination (“Final Notice Before Disconnection of Service”) including rights and remedies will be mailed to Customer at least 5 days prior to the scheduled date of termination and will include all amounts due. For billing disputes, contact Customer Service at 865-273-3456.
4. If Customer does not make payment of all outstanding charges, notify COMU of a billing dispute, or make other acceptable arrangements by the last date of termination, COMU will proceed on schedule with termination.
5. Hearings on disputed bills will be held by appointment between the office hours of ~~87:300~~ am and 4:30 pm by an appointment with the staff member designated by the Director of Financial Services.
6. A Customer requesting a hearing has the right to examine records pertaining to that Customer’s service.

7. The hearing will be conducted by the staff member designated by the Director of Financial Services. After hearing the evidence, a written decision will be promptly provided to the Customer.

8. A Customer may appeal the decision of the designee of the Director of Financial Services. In such case the Director of Financial Services will hear the evidence and render a decision in writing and shall promptly provide the Customer a copy of such final decision.
9. The Customer has the right to a post termination hearing under the above procedures within 2 business days following such termination.
10. Discontinuance of service shall not release the Customer from liability for service already received or from liability for payment that thereafter becomes due under the minimum bill provisions or other provisions of the Customer's contract.
11. A standard reconnection fee will be required for reconnection after termination for non-payment during normal business hours.- After-hours a service fee will apply and payments will be accepted next business day only in the form of cash, credit card, cashier check, or money order.
12. If COMU terminates the Customer's service for non-payment due to a returned check, a re-connection fee will apply plus any and all check fees. Full payment of all past due amounts and applicable fees owed to COMU must be received in order to restore service. After the third returned check, COMU will not accept a check from the Customer for the next 12 month period.
13. A Returned Check/Draft Fee will be assessed to a Customer's account for each returned bank draft. After the third returned draft, the Customer will no longer be eligible to participate in the Bank Draft Program.
14. For a Customer with hardship or other extenuating circumstances, special counseling is available. When requested by the Customer, COMU may arrange to extend payment a week from last day to pay before disconnection of service. The Customer is allowed to have 3 extensions within a 12 month period as long as the Customer pays by the date stated on agreement and past due balance and all applicable fees are paid in full. If any agreement is paid with a returned check, no future agreements are allowed for the following 12 month period.
15. COMU evaluates weather conditions daily at [www.weather.com](http://www.weather.com) for Maryville, TN 37801, and in the event that the forecasted temperature is not forecasted to exceed 20 degrees/ Fahrenheit (F) or is forecasted to exceed 100 degrees (F) for heat, on that day, COMU will not disconnect service for non-payment. During such events where service is extended due to weather conditions, the service extension shall not extend past the extreme weather condition or past the customer's next due date, whichever date comes first.
16. For nonpayment of a bill in cases of documented medical hardship, such as oxygen, life support systems or dialysis machines, with a written order, Appendix C, from a Tennessee medically licensed physician, COMU will postpone disconnection procedures and install a delimiter device on Customer's meter for no longer than 7 days. COMU limits the number of times this provision may be invoked to three times per year per location/Customer. This provision does not apply to CPAP machines.

### **Service underpayments or overpayments**

If the COMU determines a Customer has been incorrectly billed for utility services, then such incorrect billing shall be adjusted for either overbilling or under billing. After a determination of overbilling or underbilling for services has been made by COMU, an adjustment for overbilling or

underbilling shall be for any known or unknown causes which result in incorrect bills for utility services including but not limited to incorrect constants, failure of current and potential transformer or meter equipment, failure of any other related equipment, improper billing procedures, and any other causes which result in incorrect billing for services to the Customer. The period of adjustment for any overbilling or underbilling shall be based upon the period of time during which said overbilling or underbilling occurred subject *only to the applicable period of limitations under state law TCA § 28-3-301*.

### **Leak Adjustment Policy**

In order to qualify for a leak adjustment, a Customer with permanent service must apply for the leak adjustment by certifying that they have experienced a leak and have had it fixed within their internal water distribution system. Only one adjustment will be allowed every 12 months and any adjustment will only affect a maximum of three separate billings. A leak adjustment may be made for temporary service at the discretion of the Utility Director.

#### Water Bill

If a Customer experiences a leak in their internal water distribution system, the water portion of the bill will be adjusted to a level that is equal to the annual average monthly bill, plus fifty percent (50%) of the difference between the actual bill and the average bill. If data is unavailable for ~~the previous~~ the previous 12 month period, the system-wide average residential water bill will be used.

#### Sewer Bill

If a Customer experiences a leak in their internal water distribution system, the sewer portion of the bill will be adjusted to the annual average only when the leakage **does not** enter the sewer collection system.

For Commercial or new Customer, adjustments must be based on actual usage. If no history is available, six months of usage must be established before an adjustment can be calculated.

### **Theft of Service**

When theft of service is suspected, COMU personnel will visit the premises and evaluate the situation. If it appears a meter has been tampered with, Maryville Police Department will be notified. If the Customer's meter has been tampered with the service will be disconnected and the account immediately closed. All past due, current due, applicable fees, additional deposits and tampering related costs must be paid or acceptable arrangements made before service will be reconnected. COMU reserves the right to refer all meter tampering and theft of service cases to the Attorney General's Office for possible prosecution under Tennessee Law. Any theft of service fees adopted by COMU rate schedule will be applied to all accounts, as appropriate.

### **Rates and Charges for Services**

Rates and Charges for Electric, Water and Sewer Services are located in the applicable Rate Schedule. A copy of the current Rate Schedule is available upon request during the business hours of ~~7:38:00~~ am to 4:30 pm. They are also available at [www.maryvillegov.com/customer-service](http://www.maryvillegov.com/customer-service). Such requests may be ~~given~~ made in person or by calling (865) 273-3456.

Rates and Charges for Electric, Water and Sewer Services are established upon adoption by the Maryville City Council. One exception to this policy is the adoption of a monthly fuel rate charge

as adjusted by the Tennessee Valley Authority (TVA). Such charges shall be automatically adopted and included in the Electric Rate Schedule as no additional proceeds are received by COMU.

**Appendix A ~~Deposits:~~**

**Schedule of Fees**

~~Electric Residential — \$200.00~~

~~Electric Commercial — Shall not exceed twice the highest monthly bill Water — \$ 25.00~~

~~Sewer — \$ 25.00~~

**Other Fees and/or Service Charges:**

~~Electric—~~

Installation of electric service drop	\$25.00
Connection/transfer/meter change out	\$50.00
Utility reconnection during business hours	\$50.00
Utility after-hours reconnection	\$400.00
Electric cut-loose at weatherhead	\$50.00
Utility meter test	\$25.00
Security light pole installation service	\$150.00
Returned check/draft	\$20.00
Meter test fee*	\$25.00
Monthly Manual Read (per meter)*	\$20.00

<del>Installation of service drop</del>	<del>\$ 25.00</del>
<del>Connection/transfer/Meter Change out</del>	<del>\$ 20.00</del>
<del>Monthly manual read</del>	<del>\$ 20.00</del>
<del>Reconnection during business hours</del>	<del>\$ 5040.00</del>
<del>After hours reconnection</del>	<del>— \$400.00</del>
<del>Cut Off service order</del>	<del>\$ 10.00</del>
<del>Cut loose at weatherhead</del>	<del>\$150.00</del>
<del>Meter test</del>	<del>\$ 2510.00</del>
<del>Security light pole installation service</del>	<del>\$100.00</del>
<del>Returned check/draft</del>	<del>\$ 20.00</del>

~~Water—~~

<del>Connection/transfer/Meter change out</del>	<del>\$ 20.00</del>
<del>Monthly manual read</del>	<del>\$ 20.00</del>
<del>Reconnection during business hours</del>	<del>\$ 40.00</del>
<del>After hours reconnection service call</del>	<del>\$ 70.00</del>
<del>Cut Off service order</del>	<del>\$ 10.00</del>
<del>Water service replacement inspection</del>	<del>\$ 30.00</del>
<del>Sewer service replacement inspection</del>	<del>\$ 30.00</del>
<del>Meter test</del>	<del>\$ 10.00</del>
<del>Returned check/draft fee</del>	<del>\$ 20.00</del>

\*Program ended 12/31/24

**Theft of Service Fees:**

Utility Usage fee	(Highest 12 month bill/30days) times number of days meter was
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	<u>disconnected</u>
<u>Electric Cut seal fee</u>	<u>\$25.00</u>
<u>Utility Damage fee</u>	<u>At Cost</u>
<u>Diversion/Tampering Fee</u>	<u>\$400.00</u>

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~~Electric—~~

~~Energy fee—(Highest 12-month bill/30days) times number of days meter was disconnected. Cut seal fee—\$25.00~~

~~Damage fee—\$35.00/hr.~~

~~Power Diversion fee—regular hours \$150.00, after hours \$220.00 Water & Sewer—~~

~~Usage Fee—(Highest 12-month bill/30days) times number of days meter was disconnected.~~

~~Inspection Fee—\$30.00~~

~~Damage Fee—\$35.00/hr.~~

~~Service Diversion fee—regular hours \$70.00, after hours \$110.00 Hydrant Usage Theft—~~

~~Tampering Fee—\$250.00~~

~~Inspection Fee\$ 30.00~~

~~Damage Fee—\$ 35.00/hr.~~

~~Service Diversion fee—regular hours \$70.00, after hours \$110.00~~ All charges are subject to appropriate sales tax.



## Appendix B

### Phone Numbers

<u>Customer Service</u>	<u>(865) 273-3456</u>
<u>Utility outage- Automated Outage Report Line</u>	<u>(865) 983-8722</u>
<u>Water service after-hours</u>	<u>(865) 982-7990</u>
<u>Electrical Inspector</u>	<u>(865) 273-3517</u>
<u>Collection Technician</u>	<u>(865) 273-3462</u>
<u>Customer Service Supervisor</u>	<u>(865) 273-3465</u>

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**Appendix C**  
CITY OF MARYVILLE UTILITIES  
408 W BROADWAY AVE  
MARYVILLE, TN 37801

**CERTIFICATE OF MEDICAL EMERGENCY**

The City of Maryville Utilities Customer Service Policy states the following: *For nonpayment of a bill in cases of documented medical hardship, such as oxygen requirement, life support systems or dialysis machines, with a written medical emergency form completed by a medical doctor or nurse practitioner licensed to practice in the state of Tennessee certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household, City of Maryville Utilities will postpone disconnection procedures and install a delimiter device on Customer's meter for no longer than seven (7) days. City of Maryville Utilities limits the number of times this provision may be invoked to three (3) times in a twelve (12) month period per location/Customer. This provision does not apply to CPAP machines.*

Customer Name \_\_\_\_\_

Service Location \_\_\_\_\_

Number and Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_

City of Maryville Utility Account No. \_\_\_\_\_

Customer SSN \_\_\_\_\_ or Customer Driver's License No. \_\_\_\_\_

Person's Name in Household with Medical Condition \_\_\_\_\_

Relationship to Customer Name Listed Above \_\_\_\_\_

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

**STATEMENT OF LICENSED PHYSICIAN**

By my signature, given below, I certify that my records indicate that \_\_\_\_\_ who is currently under my care, resides at the above referenced household. I further certify that the discontinuance of electric utility service to this household would create a medical emergency and possible death.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_

State of TN License No. \_\_\_\_\_

**NOTE: THE ABOVE STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY**

**Appendix C**  
**FOR SERVICES RECEIVED OR TO BE RECEIVED FROM CITY OF MARYVILLE UTILITIES**

## ~~Appendix D~~

# ~~Manual Read Policy~~

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~~This policy provides a choice for those who do not wish to have an Advanced Metering Infrastructure (AMI) meter installed at their residence.~~

~~It is the policy of the City of Maryville that any customer who wishes to not participate in the Advanced Metering Infrastructure (AMI) can do so by completing the Manual Read Agreement and paying the electric and / or water Meter Change Out fee according to the Schedule of Fees, Appendix A, of the Customer Service Policy.~~

~~The City of Maryville will charge a Monthly Manual Read fee according to the Schedule of Fees, Appendix A, applied to the customer's monthly statement for the City of Maryville to manually read the meter/meters each month.~~

~~If fees are unpaid, the City of Maryville will reinstall an AMI meter at the customer's location and all disconnect policies will apply.~~

~~\*To be eligible, customers must not have tampered with the electric service in a fraudulent or unauthorized manner.~~

Appendix E



## Manual Read Agreement

CUSTOMER INFORMATION
Name on Account:
Mailing Address:
Service Address:
Phone#:
Account#:
Location#:

~~City of Maryville utilizes AMI metering. This agreement provides a choice for those who do not wish to have an AMI meter installed at their service location.~~

**The following charges apply for this option:**

~~\_\_\_ Electric Meter Change Out Fee of \$20.00 must be paid at City of Maryville Municipal Building.~~

~~\_\_\_ Water Meter Change Out Fee of \$20.00 must be paid at City of Maryville Municipal Building.~~

~~\_\_\_ Monthly Manual Read Electric Fee of \$20.00 will be applied to your monthly statement.~~

~~\_\_\_ Monthly Manual Read Water Fee of \$20.00 will be applied to your monthly statement.~~

~~I agree that I am a named, authorized customer on the account listed above. Further, I am indicating that I do not want an AMI meter(s) and agree to the Electric and/or Water Meter Change Out Fee and the Monthly Manual Read fees as they apply. I understand that if fees are unpaid or if meter is tampered with, an AMI meter will be reinstalled at my location, and that all disconnect policies will apply.~~

X \_\_\_\_\_

Customer Signature

~~\*To be eligible, customers must not have tampered with the electric service in a fraudulent or unauthorized mann~~



## CUSTOMER SERVICE POLICY

### Introduction

The City of Maryville Utilities (“COMU”) serves as provider of water and wastewater utilities within the incorporated City limits and certain service areas outside of the incorporated area. In addition, COMU provides electric services as a distributor of power purchased from the Tennessee Valley Authority (“TVA”).

The COMU’s goal is to provide excellent service to its Customers. This document describes the Customer Service Policy that is necessary to effectively manage the Utilities and their operations as well as follow regulations established by governing authorities.

### Payment Hours

The COMU accepts payments with the following times for each method of payment.

1. In person: Payments may be made during the hours of 7:30 am and 4:30 pm at 400 W. Broadway.
2. Drop Box: Payments may be made at any time of day or night. However, payments must be placed in the drop box, located at City Hall, 400 W. Broadway prior to 4:00 pm to receive current day processing. After 4:00 pm all payments will be processed with the next business day’s transactions.
3. Web Payments and IVR (Integrated Voice Response): Payments (credit card and electronic check) may be made 24 hours a day, 7 days a week. Typically, payments are credited to the customer’s account within 24 hours, but COMU asks customer(s) to allow 48 hours before due date to ensure payment is posted on time. Electronic checks may take up to 3 days to debit customer’s bank account.

In order to restore service due to non-payment after 4:30 pm, Customers must contact the overtime crews to re-establish service. If an overtime crew is called out, the Customer will be responsible for any associated charges and additional fees. The electric overtime crew will be dispatched to restore service for both water and electric service. However, if the electric overtime crew experiences problems associated with water service, and a water overtime crew is dispatched, the Customer will be charged an additional fee to restore water service. These charges become due and payable immediately. Failure to pay these charges may result in the discontinuation of services. Electric Service after-hours can be contacted at (865) 983-8722. Water service after-hours can be contacted at (865) 982-7990.

In order to avoid penalties or late fees, payments must be received by COMU prior to, or on, the due dates that are outlined on the associated bill. Postmarks are not an acceptable measurement of the time payment was received.

## **Information to Customers**

Information is available for the purpose of conservation, fairness, and communication between COMU and its Customers.

1. The COMU will make available to all Customers upon application for service and anytime upon request, information related to:
  - a. Current service practice policy;
  - b. Current rates applicable to such Customer and a written and/or oral explanation of the rate schedule.
2. Upon request a Customer will receive a statement of such Customer's monthly kWh and/or gallon consumption for the prior 12- month period. There is no charge for this service.
3. Requests for information or questions regarding this policy may be made in person at any office of COMU, by phone, by mail, or on COMU's website at [www.maryvillegov.com](http://www.maryvillegov.com).
4. Customers shall be notified of the availability of rate schedules, governing policy such as those established by TVA, and consumption information by the most practical combinations of:
  - a. a message printed on COMU's bills;
  - b. public displays in the office where bills are paid;
  - c. public service announcements on local radio stations periodically;
  - d. advertisements in local newspapers periodically;
  - e. on COMU's website.
5. Customers shall be notified of any proposed significant changes in rates and/or policy at least 30 days prior to implementation of such change by the most practical combinations of:
  - a. mail;
  - b. newspaper advertisement;
  - c. public service announcements;
  - d. displays in the office where bills are paid;
  - e. on COMU's website.

## **Utility Outage**

To report a utility outage, contact the Automated Outage Report Line (865) 983-8722. Water Service after-hours can be contacted at (865) 982-7990.

## **Meter Tests**

COMU will, at its own expense, make periodic tests and inspections of its meters to maintain a high standard of accuracy. COMU will make additional tests or inspections of its electric and water meters at the Customer's request as described below.

Electric meter tests have a standard testing fee as referenced in Appendix A and Customer must pay this prior to additional meter testing. If test shows that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in the Customer's bill. If the test shows the meter to be in excess of two percent (2%), slow or fast, an adjustment shall be made in Customer's bill over a period of not over 30 days prior and the cost of conducting the test will be credited by COMU.

Water meter tests have a standard testing fee as referenced in Appendix A and Customer must pay this prior to meter testing. If a meter registers in excess of any standardized accuracy limits as disclosed in the adopted Water and Sewer Rules and Regulations, an adjustment will be made by COMU and the cost of conducting the test will be credited by COMU.

**Limitations of Liability**

COMU's liability shall not extend beyond the Customer's delivery point. The delivery point for residential electric shall be defined as the point at which COMU's facility connects with the Customer's facility and further being defined as: at Customer owned weatherhead for overhead service and at source side of terminal of meter pan for underground service. For other points of delivery, refer to the Electric Department's Rules and Regulations. The delivery point for water and sewer service shall be defined as the point at which the COMU's facility connects with Customer owned service lines.

In accordance with the TVA operating rules, COMU is not liable for lightning, power surges, low voltage, high voltage, loss of power or other temporary abnormal system conditions that are caused by weather, long term equipment failures or other causes not due to direct negligence by COMU or its employees. The Customer shall be responsible for purchasing and installing any devices required to protect the Customer's equipment from any temporary abnormal system condition that may occur occasionally.

**Customer Charge**

A Customer charge, as adopted by the applicable Rate Schedule, will be applied to all classes of service for supplying service. This Schedule is available on request and at [www.maryvillegov.com/customer-service](http://www.maryvillegov.com/customer-service).

**Security Lights**

If an existing utility pole is not available, a Customer will be charged a pole rental fee plus the monthly rate for usage. If an existing utility pole can be utilized, no monthly pole rental charge will be necessary. In order to recover the initial costs of providing the service, a Customer is required to pay a minimum of 12 months of service regardless of their continuance as a Customer of COMU. Any unutilized portion of the 12 month period will be collected on the final billing.

**Application for Service**

Each prospective Customer desiring service is required to sign a standard application form before service is supplied. The standard application form requires information pertaining to the receipt of adequate identification. Also, a copy of a Customer's rental agreement or lease must be provided if the service location is not owner occupied. Service will not be supplied to an applicant who does not (1) sign the required form, (2) provide adequate photo identification, and (3) provide the required rental documents for properties that are not owner occupied (if applicable). All applications completed prior to 12:00 noon, will have service connected the same business day. After 12:00 noon, service will be connected the following business day. A current Customer that has been disconnected for non-payment, account has been finalized and deposit applied to their delinquent account becomes a new Customer requiring applicable re-connection fees, a new deposit, and any past due balance if reapplying for service.

For commercial Customers located within the Maryville City limits, requests for name change, ownership change or new service requires contact with the City of Maryville Electrical Inspector at (865) 273-3517 prior to processing application. The Inspector must authorize any release for service. Commercial Customers with a demand in excess of 1,000 kW will be required to sign an additional Power Contract.



**Denial of Service**

Upon application for new service, COMU may deny service due to previously unpaid utility bills under an Applicant's current or past utility contracts with the City as long as the bill or bills at issue were not timely disputed by the Customer. Such denial of service on this basis will not occur for an existing Customer.

COMU shall deny service if it is determined that service would be a potential hazard to the health, safety, and welfare of our Customers.

When service is being furnished to an occupant of premises under contract and such contract is not in the occupant's name, COMU reserves the right to impose the following conditions on the right of the Customer to discontinue service under such a contract:

1. Written notice of the Customer's desire for such service to be discontinued may be required.
2. COMU may require that the service continue for a period not to exceed three (3) days landlord/tenant account during which time the Customer would be responsible to COMU for all charges for such service. During such three (3) day period or thereafter, the occupant of the premises to which service has been ordered disconnected by the Customer, other than the occupant, may be allowed by COMU to enter into a contract for service in the occupant's own name if the occupant is deemed to comply with COMU's rules and regulations with respect to his or her own application for service.

**Deposit-Residential Customers**

Deposits will not be required for residential accounts.

**Deposit-Commercial Customers**

1. Deposit policies are to be applied without regard to race, color, creed, gender, age, national origin, or marital status.
2. A deposit is required of any Commercial Customer before service will be supplied. The amount required should not exceed twice the highest monthly bill for billing location where billing history exists. For new customers at locations where no billing history exists, the monthly bill will be estimated based on anticipated energy demand and load for customer.

Upon termination of service, any outstanding balance due COMU will be paid in full from the deposit funds and then the balance, if any, shall be paid to the Customer.

3. All commercial deposits will be accounted for and credited to the account after twelve(12) months of continuous service. The deposit balance is subject to review by COMU and the customer.

**Methods of Payment**

Acceptable methods of payment during normal business hours are cash, check, money order or cashier's check. Credit cards are also acceptable methods of payment. VISA, MasterCard, and Discover are accepted.

## **Billing**

1. Bills will be rendered monthly and shall be paid at the office of COMU or through the various other methods listed under “Payment Hours”.
2. Failure to receive a bill will not release Customer from payment obligation.
3. The due date for payment of the bill will be at least 15 days for all cycles from the day the bill is mailed to the Customer.
4. Payments made after the due date will be subject to a late payment charge of 5 percent
5. A one-time courtesy adjustment of late fee per account may be allowed.
6. If the COM is unable to obtain access during regular business hours to read meters or if for any other reason correctly registered consumption cannot be obtained, the COM reserves the right to render an estimated bill to the customer on the basis of the best available information available.

## **Collection and Termination Procedures**

Whenever practical, the following process will be followed to discontinue service. However, this process may be modified as long as the intent of notification remains intact and is deemed to be more efficient in the administration of providing utility services and receiving utility payments:

1. A monthly bill will be sent to the address provided by the Customer. A notice that service is subject to termination for non-payment will be printed on the monthly bill if there is a balance carried forward from previous month.
2. A courtesy letter for first time late Customers will be mailed 20 days after due date.
3. Written notice of termination (“Final Notice Before Disconnection of Service”) including rights and remedies will be mailed to Customer at least 5 days prior to the scheduled date of termination and will include all amounts due. For billing disputes, contact Customer Service at 865-273-3456.
4. If Customer does not make payment of all outstanding charges, notify COMU of a billing dispute, or make other acceptable arrangements by the last date of termination, COMU will proceed on schedule with termination.
5. Hearings on disputed bills will be held by appointment between the office hours of 7:30 am and 4:30 pm by an appointment with the staff member designated by the Director of Financial Services.
6. A Customer requesting a hearing has the right to examine records pertaining to that Customer’s service.
7. The hearing will be conducted by the staff member designated by the Director of Financial Services. After hearing the evidence, a written decision will be promptly provided to the Customer.
8. A Customer may appeal the decision of the designee of the Director of Financial Services. In such case the Director of Financial Services will hear the evidence and render a decision in writing and shall promptly provide the Customer a copy of such final decision.
9. The Customer has the right to a post termination hearing under the above procedures within 2 business days following such termination.
10. Discontinuance of service shall not release the Customer from liability for service already received or from liability for payment that thereafter becomes due under the minimum bill provisions or other provisions of the Customer’s contract.

11. A standard reconnection fee will be required for reconnection after termination for non-payment during normal business hours. After-hours a service fee will apply and payments will be accepted next business day only in the form of cash, credit card, cashier check, or money order.
12. If COMU terminates the Customer's service for non-payment due to a returned check, a re-connection fee will apply plus any and all check fees. Full payment of all past due amounts and applicable fees owed to COMU must be received in order to restore service. After the third returned check, COMU will not accept a check from the Customer for the next 12 month period.
13. A Returned Check/Draft Fee will be assessed to a Customer's account for each returned bank draft. After the third returned draft, the Customer will no longer be eligible to participate in the Bank Draft Program.
14. For a Customer with hardship or other extenuating circumstances, special counseling is available. When requested by the Customer, COMU may arrange to extend payment a week from last day to pay before disconnection of service. The Customer is allowed to have 3 extensions within a 12 month period as long as the Customer pays by the date stated on agreement and past due balance and all applicable fees are paid in full. If any agreement is paid with a returned check, no future agreements are allowed for the following 12 month period.
15. COMU evaluates weather conditions daily at [www.weather.com](http://www.weather.com) for Maryville, TN 37801, and in the event that the forecasted temperature is not forecasted to exceed 20 degrees/ Fahrenheit (F) or is forecasted to exceed 100 degrees (F) for heat, on that day, COMU will not disconnect service for non-payment. During such events where service is extended due to weather conditions, the service extension shall not extend past the extreme weather condition or past the customer's next due date, whichever date comes first.
16. For nonpayment of a bill in cases of documented medical hardship, such as oxygen, life support systems or dialysis machines, with a written order, Appendix C, from a Tennessee medically licensed physician, COMU will postpone disconnection procedures and install a delimiter device on Customer's meter for no longer than 7 days. COMU limits the number of times this provision may be invoked to three times per year per location/Customer. This provision does not apply to CPAP machines.

### **Service underpayments or overpayments**

If the COMU determines a Customer has been incorrectly billed for utility services, then such incorrect billing shall be adjusted for either overbilling or under billing. After a determination of overbilling or underbilling for services has been made by COMU, an adjustment for overbilling or underbilling shall be for any known or unknown causes which result in incorrect bills for utility services including but not limited to incorrect constants, failure of current and potential transformer or meter equipment, failure of any other related equipment, improper billing procedures, and any other causes which result in incorrect billing for services to the Customer. The period of adjustment for any overbilling or underbilling shall be based upon the period of time during which said overbilling or underbilling occurred *subject only to the applicable period of limitations under state law TCA § 28-3-301.*

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In order to qualify for a leak adjustment, a Customer with permanent service must apply for the leak adjustment by certifying that they have experienced a leak and have had it fixed within their internal water distribution system. Only one adjustment will be allowed every 12 months and any adjustment will only affect a maximum of three separate billings. A leak adjustment may be made for temporary service at the discretion of the Utility Director.

### Water Bill

If a Customer experiences a leak in their internal water distribution system, the water portion of the bill will be adjusted to a level that is equal to the annual average monthly bill, plus fifty percent (50%) of the difference between the actual bill and the average bill. If data is unavailable for the previous 12 month period, the system-wide average residential water bill will be used.

### Sewer Bill

If a Customer experiences a leak in their internal water distribution system, the sewer portion of the bill will be adjusted to the annual average only when the leakage **does not** enter the sewer collection system.

For Commercial or new Customer, adjustments must be based on actual usage. If no history is available, six months of usage must be established before an adjustment can be calculated.

### **Theft of Service**

When theft of service is suspected, COMU personnel will visit the premises and evaluate the situation. If it appears a meter has been tampered with, Maryville Police Department will be notified. If the Customer's meter has been tampered with the service will be disconnected and the account immediately closed. All past due, current due, applicable fees, additional deposits and tampering related costs must be paid or acceptable arrangements made before service will be reconnected. COMU reserves the right to refer all meter tampering and theft of service cases to the Attorney General's Office for possible prosecution under Tennessee Law. Any theft of service fees adopted by COMU rate schedule will be applied to all accounts, as appropriate.

### **Rates and Charges for Services**

Rates and Charges for Electric, Water and Sewer Services are located in the applicable Rate Schedule. A copy of the current Rate Schedule is available upon request during the business hours of 7:30 am to 4:30 pm. They are also available at [www.maryvillegov.com/customer-service](http://www.maryvillegov.com/customer-service). Such requests may be made in person or by calling (865) 273-3456.

Rates and Charges for Electric, Water and Sewer Services are established upon adoption by the Maryville City Council. One exception to this policy is the adoption of a monthly fuel rate charge as adjusted by the Tennessee Valley Authority (TVA). Such charges shall be automatically adopted and included in the Electric Rate Schedule as no additional proceeds are received by COMU.

**Appendix A**

**Schedule of Fees**

***Fees and/or Service Charges:***

Installation of electric service drop	\$25.00
Connection/transfer/meter change out	\$50.00
Utility reconnection during business hours	\$50.00
Utility after-hours reconnection	\$400.00
Electric cut-loose at weatherhead	\$50.00
Utility meter test	\$25.00
Security light pole installation service	\$150.00
Returned check/draft	\$20.00
Meter test fee*	\$25.00
Monthly Manual Read (per meter)*	\$20.00

\*Program ended 12/31/24

***Theft of Service Fees:***

Utility Usage fee	(Highest 12 month bill/30days) times number of days meter was disconnected
Electric Cut seal fee	\$25.00
Utility Damage fee	At Cost
Diversion/Tampering Fee	\$400.00

All charges are subject to appropriate sales tax.

## Appendix B

### Phone Numbers

Customer Service	(865) 273-3456
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CITY OF MARYVILLE UTILITIES  
408 W BROADWAY AVE  
MARYVILLE, TN 37801

### CERTIFICATE OF MEDICAL EMERGENCY

The City of Maryville Utilities Customer Service Policy states the following: *For nonpayment of a bill in cases of documented medical hardship, such as oxygen requirement, life support systems or dialysis machines, with a written medical emergency form completed by a medical doctor or nurse practitioner licensed to practice in the state of Tennessee certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household, City of Maryville Utilities will postpone disconnection procedures and install a delimiter device on Customer's meter for no longer than seven (7) days. City of Maryville Utilities limits the number of times this provision may be invoked to three (3) times in a twelve (12) month period per location/Customer. This provision does not apply to CPAP machines.*

Customer Name \_\_\_\_\_

Service Location \_\_\_\_\_

Number and Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_

City of Maryville Utility Account No. \_\_\_\_\_

Customer SSN \_\_\_\_\_ or Customer Driver's License No. \_\_\_\_\_

Person's Name in Household with Medical Condition \_\_\_\_\_

Relationship to Customer Name Listed Above \_\_\_\_\_

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

### STATEMENT OF LICENSED PHYSICIAN

By my signature, given below, I certify that my records indicate that \_\_\_\_\_ who is currently under my care, resides at the above referenced household. I further certify that the discontinuance of electric utility service to this household would create a medical emergency and possible death.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone No. ( \_\_\_\_\_ ) \_\_\_\_\_

State of TN License No. \_\_\_\_\_

**NOTE: THE ABOVE STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM CITY OF MARYVILLE UTILITIES**



**CITY OF MARYVILLE**  
400 West Broadway  
Maryville, TN 37801  
(865) 273-3401

AGENDA ITEM BACKGROUND

2. CONSIDERATION OF AN ORDINANCE ON SECOND READING AMENDING THE FY25 ANNUAL OPERATING BUDGET RELATIVE TO SCHOOL FUNDS.

**A) Introduction:**

On June 24, 2024, City Council adopted Ordinance 2024-13 establishing the FY 2025 Annual Operating Budget for Maryville City Schools effective July 1, 2024. *Tennessee Code Annotated* Title 6 Chapter 56 Section 208 allows the governing body to amend the annual budget ordinance in the same manner as any other ordinance may be amended.

**B) Financial Impact of Action:**

The FY25 revenue and appropriation for General Purpose Schools increased by \$1,516,917 from \$73,252,819 to \$74,769,736.

The increase in General Purpose revenue is due to the recent Special Session of the General Assembly which awarded \$17 million to districts in which 50% or more of the schools received a letter grade A, and a new grant for school safety (COPS).

The amended FY 2025 Maryville City Schools annual budget is increased by \$1,516,917 from \$78,467,819 to \$79,984,736 for all funds. \*Federal Funds are approved for separate projects by the TN department of Education.

**C) Impact of Action on Other Departments/Agencies:**

The FY25 budget amendment was approved by the Maryville City Schools Board of Education on March 24, 2025.

**D) Proposed Action:**

Approval by the Council of the City of Maryville upon reading.

2<sup>nd</sup> Reading



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE FY25 ANNUAL OPERATING BUDGET RELATIVE TO SCHOOL FUNDS.**

**WHEREAS**, the budget process is one of the most important activities undertaken by governments for the public welfare with the budget process being used to make program, service and capital decisions and allocate scarce resources to programs, services and capital;

**WHEREAS**, *Tennessee Code Annotated* Title 6 Chapter 56 Section 208 allows the governing body to amend the annual budget ordinance in the same manner as any other ordinance may be amended;

**WHEREAS**, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds first be appropriated before being expended and that only funds that are available may be appropriated;

**WHEREAS**, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of their source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds;

**WHEREAS**, the budget ordinance is the legal document whereby the governing body appropriates funds and thereby gives the legal authority for expenditures of the City as required by state law;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE** as follows:

**SECTION 1:** General Purpose Schools anticipated revenues and appropriations will be increased by \$1,516,917 to maintain a balanced budget as required by *Tennessee Code Annotated* Title 9 Chapter 1 Section 116.

<b>Increased/Decreased for FY25:</b>	<b>REVENUE</b>	<b>APPROPRIATION</b>
Tuition	\$50,000	\$50,000
Contributions & Gifts	50,000	50,000
Other Local Revenues	10,000	10,000
TISA (outcomes)	92,178	92,178
TISA (on behalf)	120,000	120,000
Driver Education	2,000	2,000
Other State Education Funds	1,201,000	1,201,000
Other St Funds (Public Sc Sec Grant)	(230,000)	(230,000)
Paid Parental Leave	114,000	114,000
Other State Revenues (PPL)	(100,000)	(100,000)
COPS Grant	207,739	207,739
<b>Total Change</b>	<b>\$ 1,516,917</b>	<b>\$ 1,516,917</b>

The increase in General Purpose revenue is due to the recent Special Session of the General Assembly which awarded \$17M to districts in which 50% or more of the schools received a letter grade A, and a new grant for school safety (COPS).

**SECTION 2:** That the provisions of the Ordinance shall be effective from and after its final passage, the public welfare requiring it.

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

Passed 1<sup>st</sup> reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_

City Recorder

Passed 2nd reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_

City Recorder



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

3. CONSIDERATION OF AN ORDINANCE ON FIRST READING AMENDING ORDINANCE NO. 2008-01 BEING THE TRAVEL POLICY AND REGULATIONS FOR CITY OF MARYVILLE OFFICIALS.

**A) Introduction:** The Travel Policy provides controls, processes and efficiencies for City Officials as they may be required to travel from time to time. It is also necessary to update the policy as change is required. The updates include:  
Updates to language, processes (signature(s), document, vehicle, uber, etc. requirements) and consolidation of sections.

**B) Financial Impact of Action:** n/a

**C) Impact of Action on Other Departments/Agencies:** n/a

**D) Proposed Action:**  
Staff recommends passage of ordinance  
1<sup>ST</sup> Reading

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND ORDINANCE 2008-01 BEING THE TRAVEL POLICY AND REGULATIONS FOR CITY OF MARYVILLE OFFICIALS.**

**WHEREAS**, the City Council of the City of Maryville Tennessee is authorized to establish by legislative action, procedures providing for the payment of expenses incurred by City officials traveling on official city business; and;

**WHEREAS**, from time to time such policy is reviewed and amended; and

**WHEREAS**, such a review has been completed and an amendment is required.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE** as follows:

**SECTION 1. Purpose.** The travel policy at the City of Maryville is to educate and train the employees, promote professionalism, represent the organization, and conduct the official business of the city while maximizing return on investment for citizens and ratepayers.

In the interpretation and application of this ordinance, the term “traveler” or “authorized traveler” means any elected or appointed municipal officer or employee who is traveling on official business and whose travel was authorized in accordance with this ordinance. “Authorized travel” shall not include the spouse, children, other relatives, friends, or companions accompanying the authorized traveler on city business, unless such person(s) otherwise qualifies as an authorized traveler under this ordinance.

**SECTION 2. Travel Requests and Approvals.** An approved Travel Authorization & Per Diem Form should be completed and received by the Finance Department prior to traveling (excluding City Manager, Assistant City Manager, Managing Director, and Elected Officials). Forms should be approved by the Managing Director or designee.

The following information, including but not limited to, must be provided by the traveler:

1. Provide documentation stating the purpose and location of travel. Attaching the conference agenda and/or conference guide are requested and appropriate.
2. Provide the required time away for travel.
3. Provide the mode of transportation.
4. Provide itemized cost of travel to include conference fees, lodging fees & per diem based on GSA estimates (defined below).

**SECTION 3. Per Diem.** US General Services Administration establishes per diem rates for travel that provides a daily allowance to cover expenses incurred during business travel, including meals, tips, and incidentals. These rates shall be used when completing the Travel Authorization & Per Diem Form. Receipts are not required for meals and incidentals when per diem is requested prior to travel. As most conferences also provide meals and many hotels provide breakfast as part of the lodging costs, these benefits should be considered when calculating per diem rates. If travel requires partial day travel, the per diem calculation shall consider actual travel times; see schedule below.

The per diem allowance is determined as follows:

Depart	2 AM - 6 AM	100%	per diem	Return	12 AM - 6 AM	25%	per diem
Depart	6 AM - 12 PM	75%	per diem	Return	6 AM - 12 PM	50%	per diem
Depart	12 PM - 6 PM	50%	per diem	Return	12 PM - 6 PM	75%	per diem
Depart	6 PM - 12 AM	25%	per diem	Return	6 PM - 12 AM	100%	per diem

Under such travel related to economic recruitment and development, legislative and international travel per diem will not apply.

**SECTION 4. Lodging.** Reasonable lodging expenses will be approved when travel requires an overnight stay. Travelers should seek standard accommodation and request a government rate when possible. Tips associated with baggage handling shall be considered incidentals and included in the per diem calculation, when applicable. Costs of room upgrades, room service, etc. are the responsibility of the traveler. An itemized receipt for all lodging must be provided and shall be included with all receipts turned in with the applicable purchase card used to be reviewed for appropriate expenses.

Travelers are expected to arrive no earlier than the day before a conference or training program and return no later than the day after the conclusion of the program. Depending on the program time and location, travelers may be required to depart on the first day of the program and return on the same day that the conference ends.

The city will not pay for costs associated with extended stays, before or after the conference or training requirement. Travelers will be required to use annual leave for any additional time taken beyond the day before and after the meeting dates.

**SECTION 5. Mode of Transportation.**

**Air** – Air travel will be utilized when it is more economical for the city than providing a city vehicle. Air travel should be scheduled as far in advance as possible to receive early scheduling discounts. All airline reservations shall be made by the traveling employee or departmental designee and approved by the Managing Director or designee, other than prior noted positions. Travel arrangements and additional costs associated with companions traveling with the authorized traveler are paid by the traveler.

**City Vehicle** – The city may require the employee to drive a city vehicle. If a city vehicle is provided, the traveler is responsible for properly operating the vehicle for business purposes only.

**Personal Vehicle** – Employees are encouraged to use a city-owned vehicle, when available, for all work-related travel. Mileage will only be paid for the use of the traveler’s personal vehicle when a city vehicle is not available. Mileage reimbursement will be based on the standard mileage rate allowed by the Internal Revenue Service and included in the Travel Authorization & Per Diem Form (before travel) or the Travel Expense Reimbursement Form (after travel). No reimbursement for mileage or gas will be paid for personal vehicle usage if a city vehicle is available and the traveler chooses to drive his/her personal vehicle.

**Rental car** – Automobile rentals are only authorized by the City Manager or designee, in unusual circumstances as determined by the City Manager. If used in conjunction with air travel, it must be demonstrated that the automobile rental is more economical to the city than a taxi or other transportation services and must be pre-approved. The purchase of insurance for rental cars is not necessary.

**Uber, Lyft, Taxi, Shuttle, and Other Transportation Fares** – If a per diem request was initiated prior to travel, transportation costs shall be paid from this process. Otherwise, receipts will be required for reimbursement following travel. Reasonable fares for business travel will be allowed for necessary ground transportation when traveling exclusively by air. The traveler is responsible for all transportation

costs incurred for personal use, including all transportation outside of necessary business use and hours, reimbursement will not be authorized when traveling in a personal vehicle.

**SECTION 6. Meals and Incidentals.** Under some circumstances, a per diem form may not have been completed prior to traveling. When this occurs, a Travel Expense Reimbursement Form should be submitted upon returning from travel. Actual costs, when receipts (itemized requested) are provided, will be used to calculate reimbursements to the traveler.

**SECTION 7. Miscellaneous.**

**Parking.**

- 1) Necessary business-related parking fees will be reimbursed with a receipt using the Travel Expense Reimbursement Form upon returning from travel.
- 2) Parking violations will not be reimbursed by the city.
- 3) Valet parking fees set and/or required by hotels shall be included on the lodging receipt.

**Computer.** Expenses for hotel issued computer connections shall be reimbursed when using city issued equipment.

**Recreational activity.** Expenses incurred for non-business-related entertainment or recreational activities, i.e., golf, ball games, tours, etc., are the responsibility of the traveler.

**No shows.** Expenses resulting in the failure to cancel travel arrangements in a foreseeable situation by the traveler are the responsibility of the traveler.

**SECTION 8. Enforcement.** The city manager or the city manager's designee shall be responsible for enforcement of these regulations.

**SECTION 9.** That the provisions of this Ordinance shall be effective from and after its final passage, the public welfare requiring it.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Passed 1<sup>st</sup> reading on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_  
City Recorder

Passed 2nd reading on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_  
City Recorder



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

**AGENDA ITEM BACKGROUND**

**4. CONSIDERATION OF AN ORDINANCE ON FIRST READING, AMENDING CITY CODE, TITLE 8, CHAPTER 2, SECTION 222, SPECIAL EVENTS PERMITS.**

**A) Introduction:** City of Maryville businesses and/or organizations tend to request permits to sell beer only during a special event that is open to the public; and an update to Title 8, chapter 2, Section 222 by adding Section 223 is requested to provide the allowance of beer sales, on-premise, at business' or organization's special event or special occasion when a valid State of Tennessee special occasion alcohol license is issued.

**B) Financial Impact of Action:** n/a

**C) Impact of Action on Other Departments/Agencies:** No additional impact

**D) Proposed Action:** Staff recommends approval.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CITY CODE, TITLE 8, CHAPTER 2,  
SECTION 222, SPECIAL EVENT PERMITS,**

**WHEREAS**, the City Council has adopted Title 8, Chapter 2, Section 222, regulating the issuance of on-premise beer permits in the corporate limits of the City of Maryville; and

**WHEREAS**, City of Maryville businesses and/or organizations tend to request permits to sell beer only during special events or special occasions open to the public, and;

**WHEREAS**, the City desires to update Title 8, Chapter 2, Section 222 by adding Section 223 providing for the allowance of beer sales, on-premise, at business' or organization's special event or special occasion when a valid State of Tennessee special occasion alcohol permit or license has been issued.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE** as follows:

**SECTION 1.** City Code Title 8, Chapter 2, Section 223, Special event permits-state issued special event alcohol permit is hereby added as follows:

Special event permits- state issued special event or special occasion alcohol license. The beer board is hereby authorized and empowered in its discretion to issue a special event beer permit allowing on-premise beer sales when the business or organization has a valid State of Tennessee special event alcohol permit or special occasion license with sales to be permitted for the same time and location the state issued permit. The sale of beer under such a special event permit shall be under such terms, conditions, rules, and regulations as the beer board may establish which are not inconsistent with state law regulating the sale of beer.

Any person, business or organization applying for this permit shall provide in the application for the permit a copy of a valid State of Tennessee special event alcohol permit or special occasion license. Any persons selling beer pursuant to this part shall comply with this chapter unless otherwise indicated as well as all other laws regarding the sale of beer in effect in the State of Tennessee. The location and duration of the permit shall be noted on the face of the permit identical to, as noted on the state issued permit. The city recorder may require such additional releases, affidavits, and information as deemed appropriate as part of the application for a special event permit relating to state issued permits.

**SECTION 2.** Section 1 of this Ordinance shall be in effect from and after its final passage, the public welfare requiring it.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Passed 1<sup>st</sup> reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_  
City Recorder

Passed 2<sup>nd</sup> reading this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_  
City Recorder



CITY OF MARYVILLE  
400 West Broadway  
Maryville, TN 37801  
(865) 273-3401

AGENDA ITEM BACKGROUND

5. CONSIDERATION OF AN ORDINANCE ON FIRST READING AMENDING THE ANNUAL OPERATING BUDGET OF THE CITY OF MARYVILLE, TENNESSEE FOR FISCAL YEAR 2025.

A) Introduction: In the course of the fiscal year, certain adjustments to the budget ordinance are necessary.

B) Financial Impact of Action: Changes to certain estimated revenues and budgeted appropriations as recommended by Staff.

Appropriation of funds the Street Lights Investment Charge \$220,000.  
Appropriation of funds to purchase a protective canine vest and AED's \$7,260

C) Impact of Action on Other Departments/Agencies: Approval of budget amendment allows for budget revisions as described in attached ordinance.

D) Proposed Action: Approval- 1st Reading

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE ANNUAL OPERATING  
BUDGET OF THE CITY OF MARYVILLE, TENNESSEE FOR  
FISCAL YEAR 2025**

**WHEREAS**, the budget process is one of the most important activities undertaken by governments for the public welfare with the budget process being used to make program, service and capital decisions and allocate scarce resources to programs, services and capital;

**WHEREAS**, *Tennessee Code Annotated* Title 6 Chapter 56 Section 208 allows the governing body to amend the annual budget ordinance in the same manner as any other ordinance may be amended;

**WHEREAS**, *Tennessee Code Annotated* Title 9 Chapter 1 Section 116 requires that all funds first be appropriated before being expended and that only funds that are available may be appropriated;

**WHEREAS**, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of their source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds;

**WHEREAS**, the budget ordinance is the legal document whereby the governing body appropriates funds and thereby gives the legal authority for expenditures of the City as required by state law;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE**, as follows:

**SECTION 1.** The General Fund revenue and appropriation budget will be adjusted as shown below:

	Revenue Amount	Appropriation Amount
Interest Income	\$220,000	
Street Lights Investment Charge		\$220,000
<b>Total Change</b>	<b>\$220,000</b>	<b>\$220,000</b>

The Street Lights Investment Charge is projected to have a shortfall of \$220,000 by fiscal year end. The additional expense will be offset with Interest Income.

**SECTION 2.** The Drug Fund revenue and appropriation budget will be adjusted as shown below:

	Revenue Amount	Appropriation Amount
Donations	\$3,850	
Opioid Settlement	3,410	
Safety Supplies		\$3,850
Total Change	\$7,260	\$7,260

A donation in the amount of \$3,850 has been received for the purchase of one protective canine vest. Additionally, funds obtained through an opioid settlement will be used for the purchase of AED's for police vehicles.

**SECTION 4.** That the provisions of this Ordinance shall be effective from and after its final passage, the public welfare requiring it.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Passed 1<sup>st</sup> reading on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_  
City Recorder

Passed 2nd reading on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 \_\_\_\_\_  
City Recorder



**CITY OF MARYVILLE**  
**400 West Broadway**  
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**(865) 273-3401**

AGENDA ITEM BACKGROUND

6. CONSIDERATION OF A RESOLUTION ADOPTING THE REVISED BLOUNT COUNTY HAZARD MITIGATION PLAN.

**A) Introduction:**

Both federal and state law requires local governments must have hazard mitigation plans in order to receive hazard mitigation grant funds. Therefore, in order to comply with all appropriate regulations and law, this plan must be approved. See the document here: [Blount County Hazard Mitigation Plan 2024 Final.pdf](#)

**B) Financial Impact of Action:**

Passage will make local governments eligible for hazard mitigation funds.

**C) Impact of Action on Other Departments/Agencies:**

Will allow various departments to receive reimbursements for expenditures during disasters

**D) Proposed Action:**

Approve resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ADOPTING THE REVISED BLOUNT COUNTY HAZARD MITIGATION PLAN.**

**WHEREAS**, The citizens and property within the City of Maryville and Blount County are subject to the effects of natural hazards, hazard events that pose threats to lives and cause damages to property, and with the knowledge and experience that certain areas, i.e., flood hazard areas, are particularly susceptible to flood hazard events; and

**WHEREAS**, the Legislature and the State of Tennessee has in TCA 58-2-518 through TCA 58-2-1010 requires that for state declared disasters after Nov. 1, 2004, the eligible local government applicants shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

**WHEREAS**, Section 322 of the Federal Disaster Mitigation Act of 2000 states that all local governments must develop an All-Hazards Mitigation Plan in order to receive future Hazard Mitigation Grant Program funds; and

**WHEREAS**, the City Council of Maryville fulfilled this obligation on Nov. 17, 2005 by adopting the Blount County Hazard Mitigation Plan; and

**WHEREAS**, the Board of Commissioners of Blount County requested the Director of Emergency Management update the plan periodically to ensure it is in compliance with all State and Federal regulations; and

**WHEREAS**, Blount County Emergency Management Agency with the assistance of the Tennessee Emergency Management Agency have completed a comprehensive update to the Blount County Hazard Mitigation Plan; and

**WHEREAS**, The Federal Emergency Management Agency approved the updated plan pending adoption by the Blount County Commission and the other legislative bodies of municipalities in Blount County.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYVILLE**, the following:

**Section 1.** That the City Council of Maryville adopts the revised Blount County Hazard Mitigation Plan.

**Section 2.** That this resolution become effective immediately upon its adoption.



ADOPTED this \_\_\_\_\_ of May, 2025.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney



**CITY OF MARYVILLE**  
**404 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3400**

## AGENDA ITEM BACKGROUND

7. CONSIDERATION OF A RESOLUTION AUTHORIZING THE SPECIAL EVENT “SUMMER ON BROADWAY” TO BE HELD FROM 5:00 P.M., JUNE 20, 2025, UNTIL 11:00 P.M., JUNE 21, 2025.

**A) Introduction:** Authorizing the special event “Summer on Broadway.”

City Council has the authority to approve special events on certain public property within the special event zone. Approval by resolution is required for events that serve alcohol on public property.

**B) Financial Impact of Action:** City services to be provided include electric and water access in specific locations, public works provision of garbage cans, public works assistance to empty trashcans, police assistance with parking lot/ street closures.

**C) Impact of Action on Other Departments/Agencies:** as outlined by agreement, departments providing services will have some labor involvement.

**D) Staff Recommendation:** Pass resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SPECIAL EVENT “SUMMER ON BROADWAY” TO BE HELD FROM 5:00 P.M., June 20, 2025, UNTIL 11:00 P.M., June 21, 2025.**

**WHEREAS**, the Council has passed an ordinance allowing for City allowance of Special Events within the Special Events Zone, and;

**WHEREAS**, the Staff recommends approval of Summer on Broadway (coordinated by the Blount Partnership) in downtown Maryville,

**THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE as follows:**

**SECTION 1:** That City Council approves the Special Event “Summer on Broadway,” which will be held on June 20 from 5 PM until June 21 at 11 PM.

**SECTION 2:** That pursuant to ordinance 2013-06 and related ordinances, consumption of alcohol will be permitted within the Special Events Zone according to the attached event map.

**SECTION 3:** That all parties involved will comply with City of Maryville ordinances and Special Event rules and regulations.

**SECTION 4:** That the resolution will take effect immediately upon its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Andy White  
Mayor

ATTEST:

\_\_\_\_\_  
Sherri Phillips  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

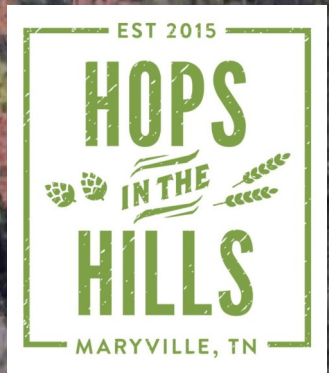


# 2025 Summer on Broadway

- Craft Vendors & Food Vendors
- Kids Area
- Silent Disco
- Farmers Market
- Dock Dogs
- Beer Boundaries
- Classic Cars

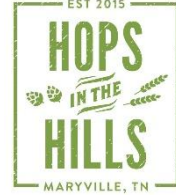


2025  
Hops in the Hills  
Beer Boundaries  
Entrance





Blount  
Partnership



Set-up Greenway park- Wednesday, June 18 and Thursday, June 19

- All Occasions will be setting up tents for Hops in the Hills on Wednesday & Thursday- Need to remove barricades
- Need electric turned on at amphitheater for refrigerated truck on Wednesday – spaces blocked for refrigerated truck delivery on Wednesday

Closures Thursday, June 19 and Friday, June 20

- Founders Square Parking Lot will be closed midnight Wednesday/12:01am Thursday. Dock Dogs to set up on Thursday.
- Court House Parking Lot- Closing parking spaces next to theater midnight Thursday/12:01am Friday.
- The deck of the municipal parking garage (Bluetick) will close at midnight Thursday/ 12:01am Friday.
- Need all electric boxes open at Founders Square & Water turned on- Thursday
- Block off parking spots behind amphitheater for potties at midnight Thursday.

Closures Friday, June 20

- Broadway between Cates Street and Patton Street will be closed at 10am
- Cusick Street between Church Ave and Harper Ave will be closed at 10am
- Court Street between Broadway Ave and Harper Ave will be closed at 10am
- College Street between Broadway and Harper will be closed at 10am
- Cusick Street between Church Ave and Court Circle will be closed at 5:30pm
- Court Circle needs to be closed from Court Street to Lamar Alexander 5:30pm
- Water for Dock Dogs 9am for pool fill up – Founders Square
- Need all electric boxes & water open at the municipal parking deck
- Need electric and water turned on in greenway park at amphitheater and pavilion

Saturday, June 21

- Cusick Street between Church Ave and Harper Ave will reopen at 5pm
- Cusick Street between Church Ave and Court Circle will reopen closed at 5pm
- Court Street between Broadway Ave and Harper Ave will reopen at 5pm
- College Street between Broadway and Harper will reopen at 5pm
- Founders Square will reopen 9pm
- Municipal Parking deck (Bluetick) will reopen at 7pm
- Will leave trash cans along wall on parking deck



CITY OF MARYVILLE  
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Maryville, TN 37801  
(865) 273-3400

AGENDA ITEM BACKGROUND

8. CONSIDERATION OF A RESOLUTION AUTHORIZING THE SPECIAL EVENT "TASTE OF BLOUNT" TO BE HELD FROM 6:00 P.M. UNTIL 8:00 P.M., SEPTEMBER 4, 2025.

**A) Introduction:** Authorizing the special event "Taste of Blount" – an event that has been held for over 20 years to promote area restaurants and food businesses.

**C) Financial Impact of Action:** City services to be provided include public works and police staff at their managing directors' discretion.

**D) Impact of Action on Other Departments/Agencies:** City event team and department staff will be required for preparation and operations. Partnership understands the requirement to coordinate with the County Courthouse personnel for parking lot use.

**E) Staff Recommendation:**  
Consider passing the resolution.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SPECIAL  
EVENT “TASTE OF BLOUNT” TO BE HELD FROM  
6:00 PM – 8:00 PM, SEPTEMBER 4, 2025**

**WHEREAS**, the Council has passed an ordinance allowing for City approval of Special Events within the Special Events Zone, and;

**WHEREAS**, such an event is proposed for Thursday, September 4, 2025, and;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY  
COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE**, as follows:

**SECTION 1:** That City Council approves the Special Event “Taste of Blount” which will be held on September 4, 2025.

**SECTION 2:** That pursuant to Ordinance 2013-06 and related ordinances, consumption of alcohol will be permitted within the Special Events Zone according to the attached event map.

**SECTION 3:** That all parties involved will comply with City of Maryville ordinances and Special Event rules and regulations.

**SECTION 4:** That the resolution will take effect immediately upon its passage.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Sherri Phillips  
City Recorder

APPROVED AS TO FORM:

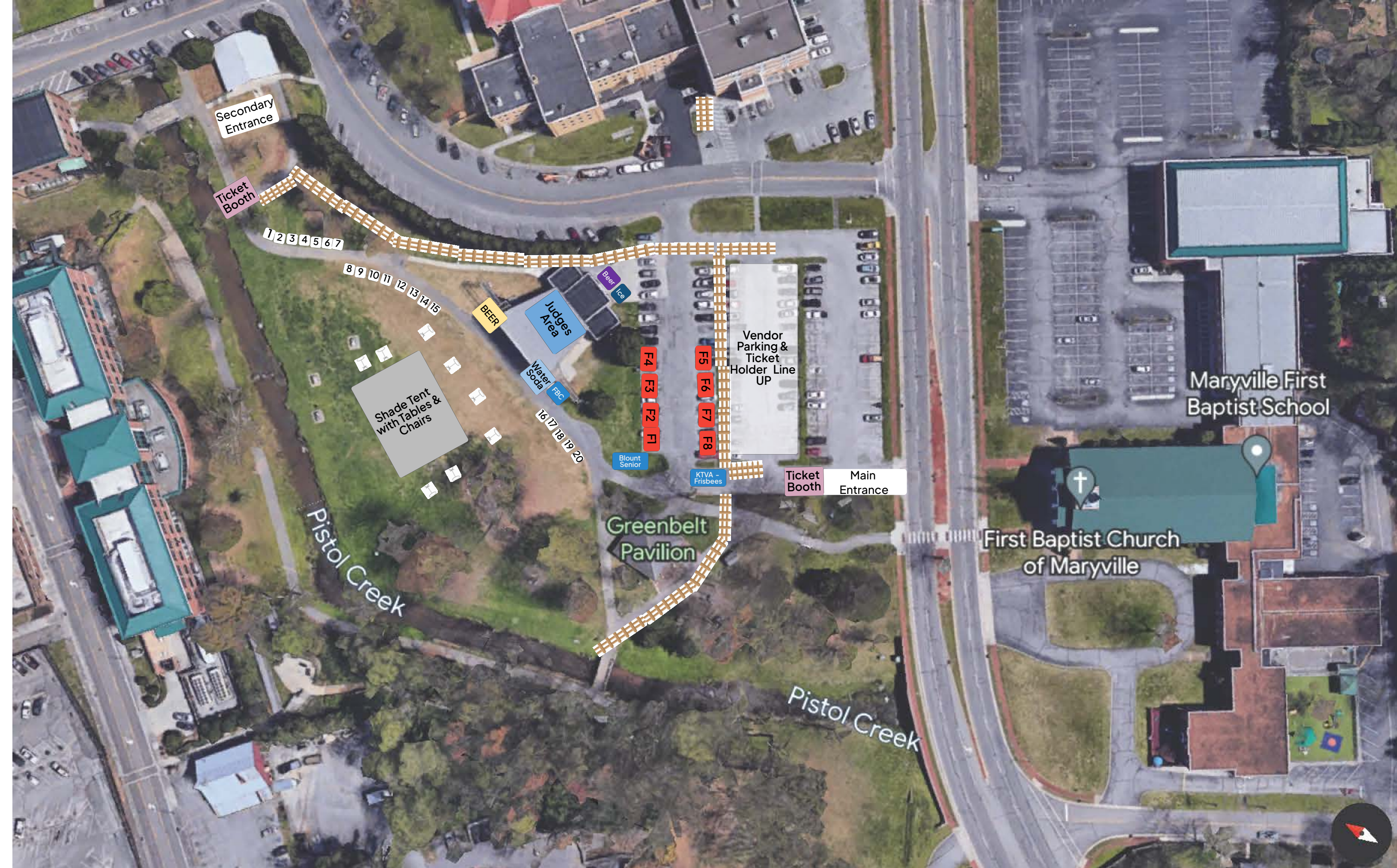
\_\_\_\_\_  
City Attorney





Court Circle

50 ft  
10 m



Secondary Entrance

Ticket Booth

1 2 3 4 5 6 7

8 9 10 11 12 13 14 15

Shade Tent with Tables & Chairs

BEER

Judges Area

Water Soda

16 17 18 19 20

Greenbelt Pavilion

Vendor Parking & Ticket Holder Line UP

F4 F3 F2 F1

F5 F6 F7 F8

Ticket Booth Main Entrance

KTVA - Frisbees

Blount Senior

Maryville First Baptist School

First Baptist Church of Maryville

Pistol Creek

Pistol Creek







**CITY OF MARYVILLE**  
**404 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

9. CONSIDERATION OF A RESOLUTION AMENDING THE CITY OF MARYVILLE'S POSITION CLASSIFICATION COMPENSATION PLAN.

A) Introduction: Development Services consists of several positions in planning, codes, and economic development. Due to upcoming retirements and succession planning, a new job description is proposed to recruit a qualified candidate to provide management-level experience for the department.

B) Proposed Action: This resolution would add the position to the City's position classification compensation plan.

C) Financial Impact of Action: N/A - The position will not add headcount.

D) Impact of Action on Other Departments/Agencies: None

E) Staff Recommendation: Consider approval of the addition.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE POSITION CLASSIFICATION-  
COMPENSATION PLAN OF THE CITY OF MARYVILLE,  
TENNESSEE.**

**WHEREAS**, it is the responsibility of the City Council of the City of Maryville, Tennessee to maintain the position classification-compensation system, and;

**WHEREAS**, it is now necessary to make changes to the position classification-compensation plan.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARYVILLE, TENNESSEE**, the following;

**SECTION 1.** That in accordance with Title 4, Chapter 2, Section 201 of the City of Maryville Municipal Code, the position classification-compensation plan of the City of Maryville is hereby amended by the deletion of the Systems Support Coordinator position from Skill Level 12.

**SECTION 2.** The Development Services Manager position is hereby created.

**SECTION 3.** The Development Services Manager position is hereby added to Skill Level 17.

**SECTION 4.** This resolution become effective immediately upon its adoption.

ADOPTED this 6<sup>th</sup> day of May 2025.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

10. CONSIDERATION OF A MOTION TO RATIFY THE EMERGENCY PURCHASE OF DISTRIBUTION AND NETWORK TRANSFORMERS.

**A) Introduction:** The Electric Department requested quotes for distribution and network transformers off an existing purchasing contract. Pricing on the contract is no longer valid due to the volatility in the transformer industry regarding pricing for raw material and delivery times exceeding 12 months. However, the vendors still meet technical specifications contained in this contract. We have 2 vendors and will select based on best price or earliest delivery time, depending on the need for that size transformer.

**B) Financial Impact of Action:** Pricing is unknown until items are shipped.

**C) Impact of Action on Other Departments/Agencies:** None

**D) Proposed Action:**  
Approve Purchase

**CITY OF MARYVILLE ELECTRIC DEPARTMENT  
TRANSFORMER ITEM LISTING**

TVTBG NO.	DESCRIPTION		QUANTITY
491B	15 KVA SINGLE PHASE, CNV TRANSFORMER, 7620 VOLT PRI, 120/240 VOLT SEC, DOUBLE BUSHING, NO ARRESTER, WITH REMOVABLE GROUND STRAP, WITH SPLIT TAPS		6
492B	25 KVA SINGLE-PHASE, CNV TRANSFORMER, 7620 VOLT PRI, 120/240 VOLT SEC, DOUBLE BUSHING, NO ARRESTER, WITH SPLIT TAPS		12
493	37.5 KVA SINGLE-PHASE, CNV TRANSFORMER, 7620 VOLT PRI, 120/240 VOLT SEC WITH SPLIT TAPS		12
494	50 KVA SINGLE-PHASE, CNV TRANSFORMER, 7620 VOLT PRI, 120/240 VOLT SEC WITH SPLIT TAPS		6
541	25 KVA SINGLE-PHASE, PDMT TRANSFORMER, 7620 VOLT PRI, 240/120 VOLT SEC WITH SPLIT TAPS		12
543	50 KVA SINGLE-PHASE, PDMT TRANSFORMER, 7620 VOLT PRI, 240/120 VOLT SEC WITH SPLIT TAPS		12
591	150 KVA THREE-PHASE, PDMT TRANSFORMER, 13200Y/7620 VOLT PRI, 480Y/277 VOLT SEC WITH SPLIT TAPS		1
592	300 KVA THREE-PHASE, PDMT TRANSFORMER, 13200Y/7620 VOLT PRI, 480Y/277 VOLT SEC WITH SPLIT TAPS		1
596	1500 KVA THREE-PHASE, PDMT TRANSFORMER, 13200Y/7620 VOLT PRI, 480Y/277 VOLT SEC WITH SPLIT TAPS		1
598	2500 KVA THREE-PHASE, PDMT TRANSFORMER, 13200Y/7620 VOLT PRI, 480Y/277 VOLT SEC WITH SPLIT TAPS		1
599	3000 KVA THREE-PHASE, PDMT TRANSFORMER, 13200Y/7620 VOLT PRI, 480Y/277 VOLT SEC WITH SPLIT TAPS		1
N/A	300 KVA THREE-PHASE, NETWORK TRANSFORMER, GE ITEM NO. NS39		2
N/A	500 KVA THREE-PHASE, NETWORK TRANSFORMER, GE ITEM NO. NS40		2



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

## AGENDA ITEM BACKGROUND

11. CONSIDERATION OF A MOTION TO AUTHORIZE THE MAYOR TO SIGN AMENDMENTS TO THE PURCHASE POWER AGREEMENTS WITH SILICON RANCH FOR THE MINT RD SITE.

**A) Introduction:** We have signed Purchase Power Agreements (PPA's) with Silicon Ranch (SR) to purchase power from a solar facility within our system. The amendment requests extending the date for delivery due to the delays in acquisitions in easements for the project. Additionally, it is correcting the identification of the system owner.

**B) Proposed Action:** Approve the Motion

**C) Financial Impact of Action:**  
None

**D) Impact of Action on Other Departments/Agencies:** none

**E) Staff Recommendation:** Approve



**THIRD AMENDMENT TO  
LPC POWER PURCHASE AGREEMENT**

THIS THIRD AMENDMENT TO LPC POWER PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into, effective for all purposes and in all respects, as of May \_\_\_\_\_, 2025 (the “**Amendment Effective Date**”), by and between CITY OF MARYVILLE, TENNESSEE (“**LPC**”), and SR MARYVILLE, LLC, a Delaware limited liability company (“**Seller**”). For purposes of this Amendment, (a) LPC and Seller are hereinafter sometimes referred to, individually, as a “**Party**” and, collectively, as the “**Parties**” and (b) capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain LPC Power Purchase Agreement, dated July 7, 2022 (as amended hereby, the “**PPA**”), by and between the Parties.

**WHEREAS**, the Parties desire to amend the PPA to extend the Expected Initial Delivery Date; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings with respect to the foregoing.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises of the Parties contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally and equitably to be bound, hereby covenant and agree as follows:

1. **Amendments.** The PPA is hereby amended as follows:

(a) The last sentence contained in Exhibit A (Project Description) is hereby deleted in its entirety and replaced with the following (language in bold font illustrating modifications to the language in the original PPA):

“The date upon which Seller anticipates achieving the Initial Delivery Date (the “Expected Initial Delivery Date”) is **December 31, 2025.**”

(b) Exhibit C (Project Milestones) is hereby deleted in its entirety and replaced with Appendix 1 attached hereto.

2. **Compliance with PPA.** By their respective execution hereof, the Parties acknowledge and agree that this Amendment is intended to and shall fully satisfy the requirements set forth in Section 14.19 of the PPA with respect to amendment thereof.

3. **Representations and Warranties.** Each Party hereby confirms that each of the representations and warranties made by such Party in the PPA remain true and correct as of the Amendment Effective Date.

4. **Effectiveness of PPA.** Except as modified hereby, the PPA and its terms and provisions are hereby ratified and confirmed for all purposes and in all respects and they remain

in full force and effect. The PPA, as modified hereby, constitutes the entire agreement between LPC and Seller. LPC acknowledges that the PPA and certain amendments thereto were executed by the City of Maryville Mayor and identified the City of Maryville Electric Department as the LPC, which is a department of the City of Maryville, Tennessee, a municipal corporation which owns and operates an electric system and is not a separate legal entity. For clarity, LPC hereby ratifies and confirms its obligations under the PPA as the party thereto, notwithstanding the reference to its department.

5. **Choice of Law.** This Amendment shall be governed, construed and interpreted in accordance with the state laws of the State of Tennessee.

*{Signatures appear on the following pages.}*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Amendment Effective Date.

**SELLER:**

SR MARYVILLE, LLC

By: \_\_\_\_\_

Name: D. Reagan Farr

Title: President

**LPC:**

CITY OF MARYVILLE, TENNESSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX 1**  
**New Exhibit C to PPA**

**EXHIBIT C**  
**PROJECT MILESTONES**

Permitting, Diligence & Site Pre-Construction	Effective Date – June 13, 2025_____
Construction	July 2025 – December 2025
Expected Initial Delivery Date	December 31, 2025



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

12. CONSIDERATION OF A MOTION TO AUTHORIZE THE MAYOR TO SIGN AMENDMENTS TO THE PURCHASE POWER AGREEMENTS WITH SILICON RANCH FOR THE SEVIERVILLE RD SITE.

**A) Introduction:** We have signed Purchase Power Agreements (PPA's) with Silicon Ranch (SR) to purchase power from a solar facility within our system. The amendment requests extending the date for delivery due to the delays in the discovery of archaeological artifacts requiring TDEC evaluation and approval to proceed with the project. Additionally, it is correcting the identification of the system owner.

**B) Proposed Action:** Approve the Motion

**C) Financial Impact of Action:**  
None

**D) Impact of Action on Other Departments/Agencies:** none

**E) Staff Recommendation:** Approve

**SECOND AMENDMENT TO  
LPC POWER PURCHASE AGREEMENT**

THIS SECOND AMENDMENT TO LPC POWER PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into, effective for all purposes and in all respects, as of May \_\_\_\_\_, 2025 (the “**Amendment Effective Date**”), by and between CITY OF MARYVILLE, TENNESSEE (“**LPC**”), and SR MARYVILLE EAST, LLC, a Delaware limited liability company (“**Seller**”). For purposes of this Amendment, (a) LPC and Seller are hereinafter sometimes referred to, individually, as a “**Party**” and, collectively, as the “**Parties**” and (b) capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain LPC Power Purchase Agreement, dated July 7, 2022 (as amended hereby, the “**PPA**”), by and between the Parties.

**WHEREAS**, the Parties desire to amend the PPA to extend the Expected Initial Delivery Date; and

**WHEREAS**, the parties hereto desire to set forth herein the terms and conditions of their agreements and understandings with respect to the foregoing.

**NOW, THEREFORE**, in consideration of the foregoing, of the mutual promises of the Parties contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally and equitably to be bound, hereby covenant and agree as follows:

1. **Amendments.** The PPA is hereby amended as follows:

(a) The last sentence contained in Exhibit A (Project Description) is hereby deleted in its entirety and replaced with the following (language in bold font illustrating modifications to the language in the original PPA):

“The date upon which Seller anticipates achieving the Initial Delivery Date (the “Expected Initial Delivery Date”) is **December 31, 2025.**”

(b) Exhibit C (Project Milestones) is hereby deleted in its entirety and replaced with Appendix 1 attached hereto.

2. **Compliance with PPA.** By their respective execution hereof, the Parties acknowledge and agree that this Amendment is intended to and shall fully satisfy the requirements set forth in Section 14.19 of the PPA with respect to amendment thereof.

3. **Representations and Warranties.** Each Party hereby confirms that each of the representations and warranties made by such Party in the PPA remain true and correct as of the Amendment Effective Date.

4. **Effectiveness of PPA.** Except as modified hereby, the PPA and its terms and provisions are hereby ratified and confirmed for all purposes and in all respects and they remain

in full force and effect. The PPA, as modified hereby, constitutes the entire agreement between LPC and Seller. The PPA, as modified hereby, constitutes the entire agreement between LPC and Seller. LPC acknowledges that the PPA and certain amendments thereto were executed by the City of Maryville Mayor and identified the City of Maryville Electric Department as the LPC, which is a department of the City of Maryville, Tennessee, a municipal corporation which owns and operates an electric system and is not a separate legal entity. For clarity, LPC hereby ratifies and confirms its obligations under the PPA as the party thereto, notwithstanding the reference to its department.

5. **Choice of Law.** This Amendment shall be governed, construed and interpreted in accordance with the state laws of the State of Tennessee.

*{Signatures appear on the following pages.}*

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the Amendment Effective Date.

**SELLER:**

SR MARYVILLE EAST, LLC

By: \_\_\_\_\_

Name: D. Reagan Farr

Title: President

**LPC:**

CITY OF MARYVILLE, TENNESSEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**APPENDIX 1**  
**New Exhibit C to PPA**

**EXHIBIT C**  
**PROJECT MILESTONES**

Permitting, Diligence & Site Pre-Construction	Effective Date – July 2025
*Construction	July 2025 – December 2025
Expected Initial Delivery Date	December 31, 2025

*\*Note that the construction schedule dates are tentative pending final permits due to environmental mitigation.*



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

13. CONSIDERATION OF A MOTION TO REQUEST AUTHORIZATION TO INITIATE CONDEMNATION PROCEEDINGS FOR SEWER EASEMENTS AS NECESSARY ALONG THE PROPOSED ROUTE.

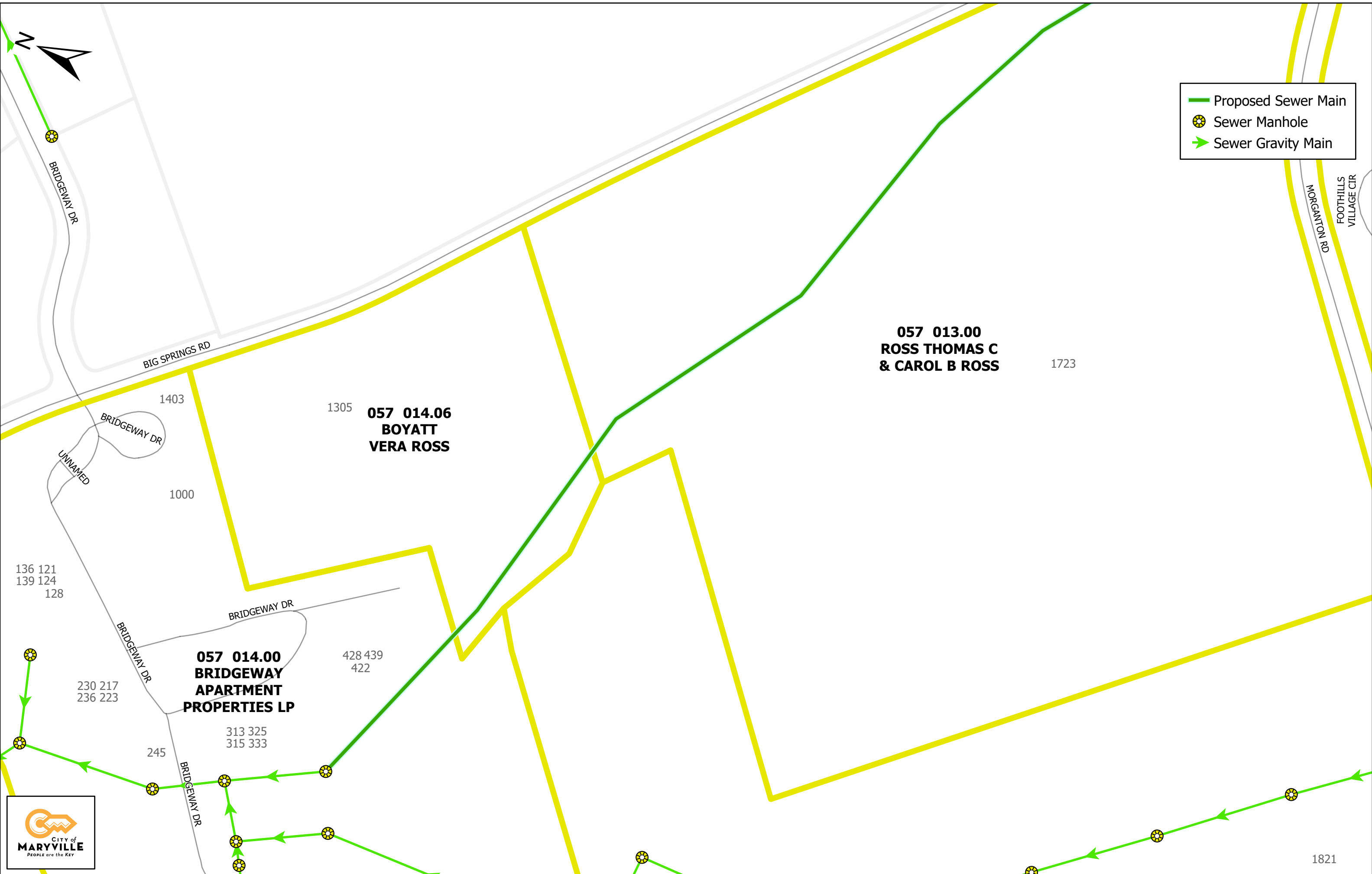
**A) Introduction:** WSD has proposed a gravity line extension to eliminate multiple pump stations, both private and public, and improve sewer availability to potential developable lots. The proposed route is attached.




**B) Proposed Action:** We request authorization to initiate condemnation proceedings for easements as necessary along the proposed route.

**C) Financial Impact of Action:** The WS fund will pay an appropriate amount for the easements and seek appraisals if condemnation is required.

**D) Impact of Action on Other Departments/Agencies:** None

**E) Staff Recommendation:**  
Approve motion

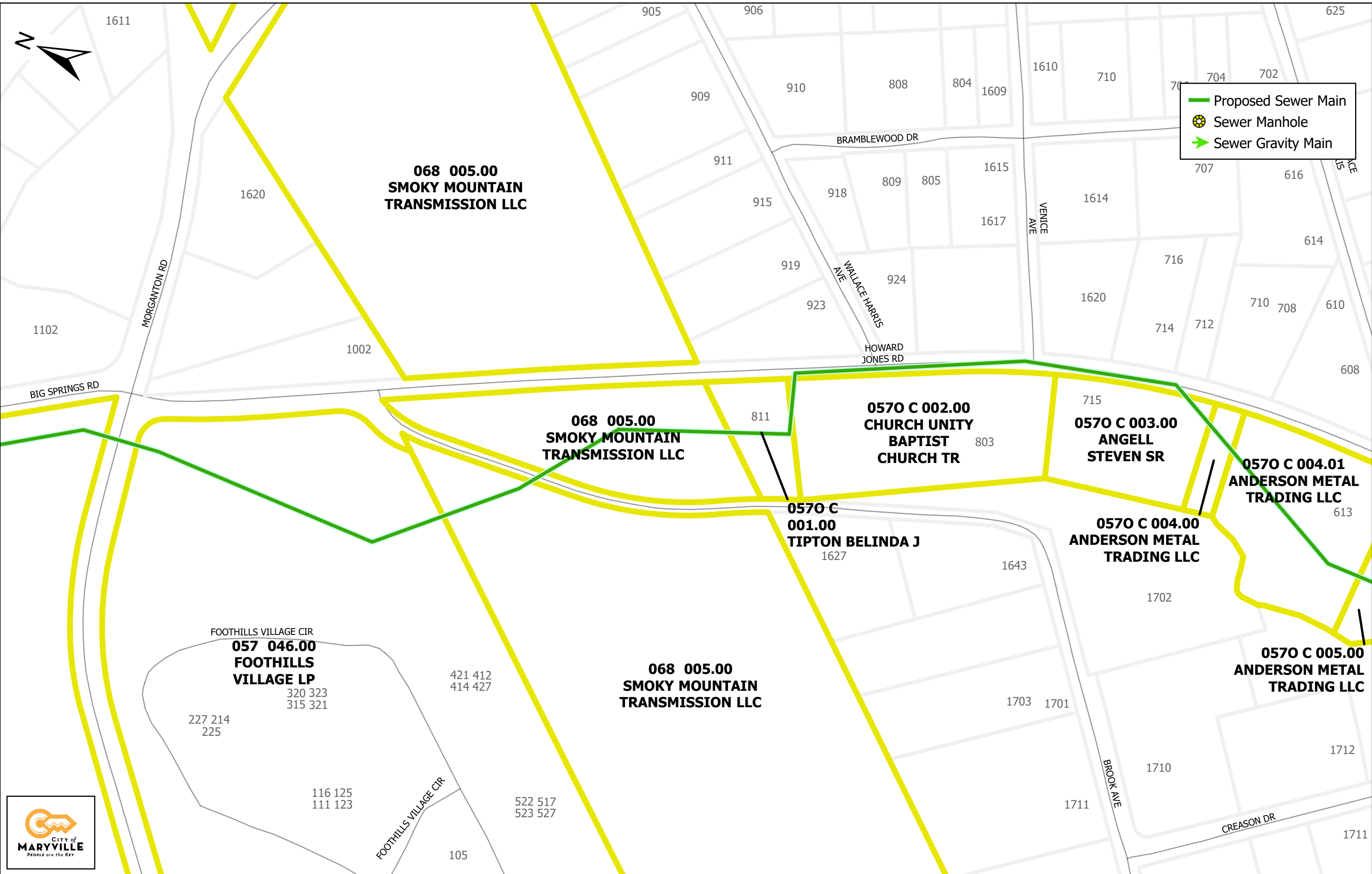


 Proposed Sewer Main  
 Sewer Manhole  
 Sewer Gravity Main








- Proposed Sewer Main
- Sewer Manhole
- Sewer Gravity Main





 Proposed Sewer Main  
 Sewer Manhole  
 Sewer Gravity Main

**068B F 001.00  
RICHESIN J  
B JR & RUTH**

**0570 C  
004.01  
ANDERSON METAL  
TRADING LLC**

**0570 C 011.00  
HURST KENNETH RAY  
JR & TRACY ANNE**

**0570 C  
010.00  
HURST KENNETH  
RAY JR &  
TRACY ANNE**

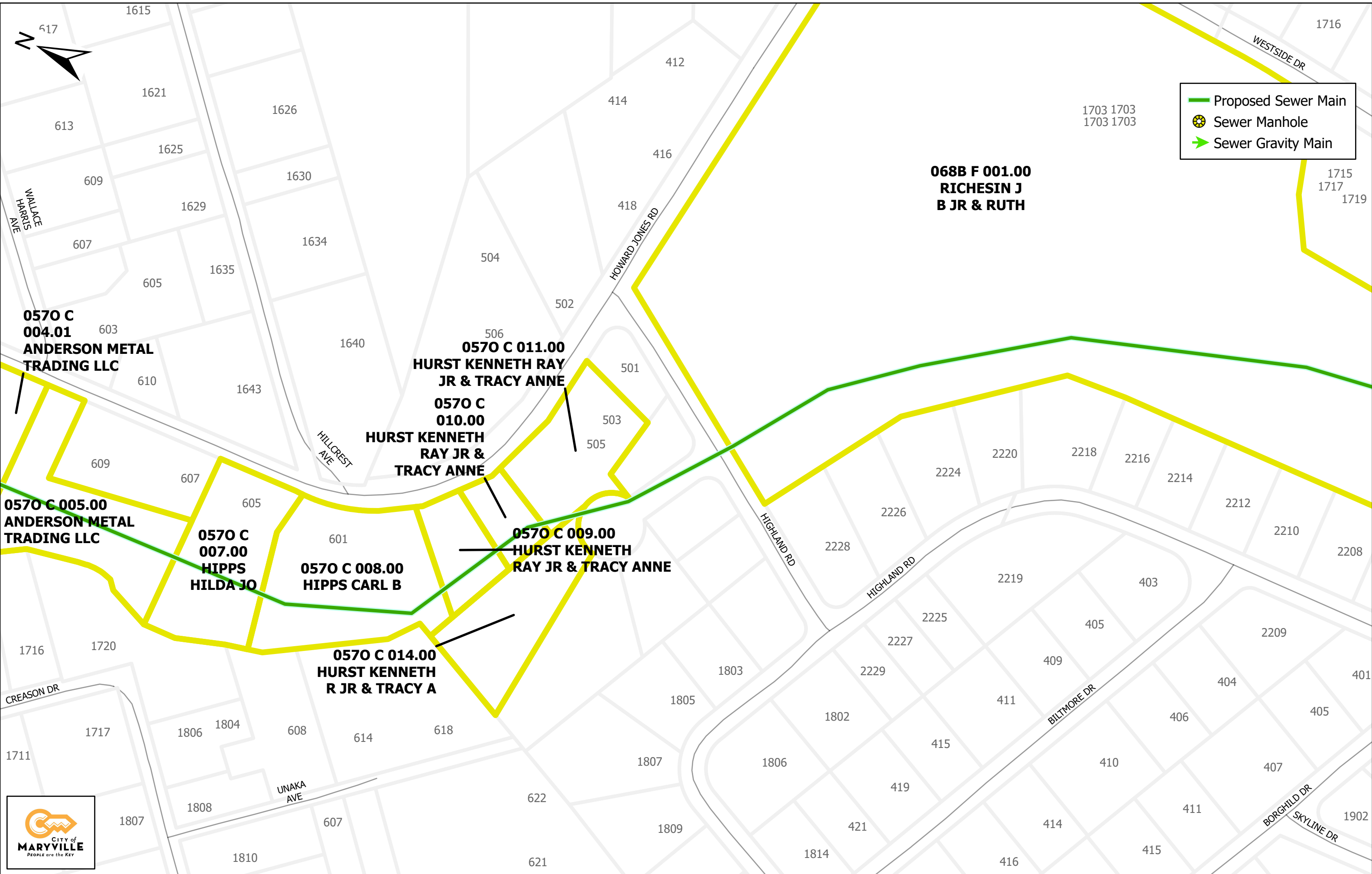
**0570 C 005.00  
ANDERSON METAL  
TRADING LLC**

**0570 C  
007.00  
HIPPS  
HILDA JO**

**0570 C 008.00  
HIPPS CARL B**

**0570 C 009.00  
HURST KENNETH  
RAY JR & TRACY ANNE**

**0570 C 014.00  
HURST KENNETH  
R JR & TRACY A**





- Proposed Sewer Main
- Sewer Manhole
- Sewer Gravity Main

**068B F 001.00**  
**RICHESIN J**  
**B JR & RUTH**

**068B F 008.01**  
**STALSWORTH**  
**TERRY L &**  
**KATINA J**  
**HAWKINS**

**068B F 008.00**  
**BARNARD PAUL**  
**STEVEN &**  
**STEPHANIE R**

**068B F 008.02**  
**VALENTINE**  
**STEPHEN B**  
**& IRENE**

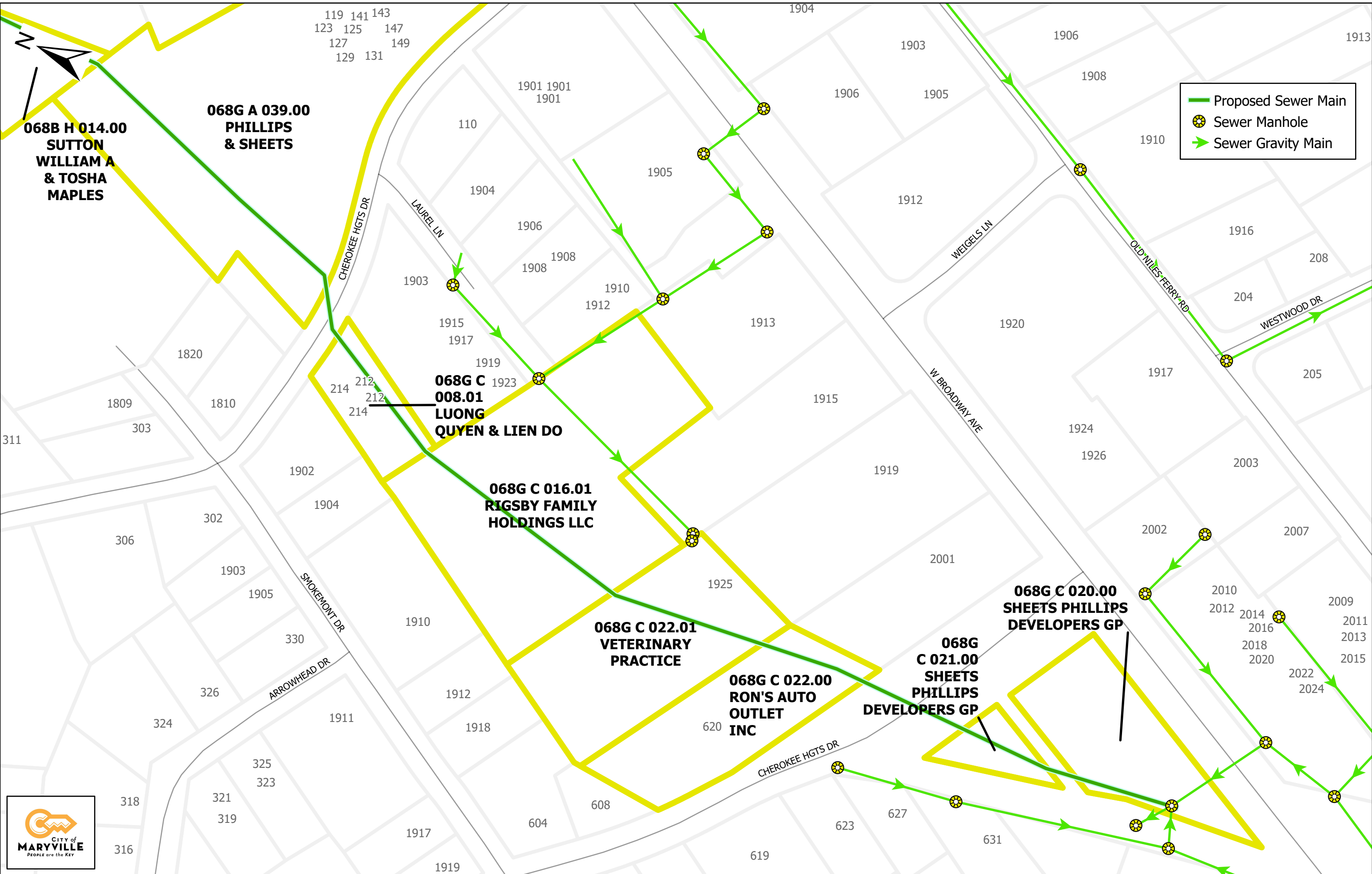
**068B H 003.00**  
**WAYNE LORI**  
**CARPENTER**  
**& DAVID**  
**WILLIAM**

**068B H 012.00**  
**SUTTON WILLIAM &**  
**TOSHA MAPLES**

**068B H 014.00**  
**SUTTON**  
**WILLIAM A**  
**& TOSHA**  
**MAPLES**

**068G A 039.00**  
**PHILLIPS**  
**& SHEETS**







**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

14. CONSIDERATION OF A MOTION TO RATIFY THE EMERGENCY PURCHASE OF A REPLACEMENT GEARBOX FOR THE OXIDATION DITCH AERATOR AT THE REGIONAL WASTEWATER TREATMENT PLANT.

**A) Introduction:** City of Maryville received a quote for \$53,720 to replace a gearbox for the aerator at the WWTP. It has a 28-week delivery period. This is direct from the manufacturer that makes replacement parts for this aeration system. Currently, both oxidation ditches are in service, but the spare gear box was recently installed, leaving us without one. The recent response to the consent order with TDEC requires us to maintain a spare gearbox. If we were to have a failure without a spare to change out, we would violate our discharge permit within hours.

**B) Financial Impact of Action:** The total outlay for this purchase will be \$53,720.00 and will come out of the Water and Sewer Department Fund.

**C) Impact of Action on Other Departments/Agencies:** None

**D) Proposed Action:** Staff recommends approval.



For inquiries please state  
**Customer number**      **Date printed**  
**100000**                      **04/04/2025**  
**Quotation number**  
**2476138**

Flender Corp., 1401 Madeline Lane, US- Elgin, IL 60124  
 CITY OF MARYVILLE  
 4541 WHEELER ROAD  
 LOUISVILLE TN 37777

	<b>Org-ID Customer</b>	<b>Customer reference no.</b>	
	100000	U302116116-120-4_H3SV12	
<b>Orderer Contact</b>	<b>Order Date</b>	<b>Supplier No.</b>	<b>Supplier reference number</b>
Tel: EMail:	04/04/2025	A1207649	2476138
<b>Ship to address</b> CITY OF MARYVILLE 4541 WHEELER ROAD LOUISVILLE TN 37777	<b>Mode of dispatch</b> Free carrier FCA ELGIN FACTORY, IL		
	<b>Delivery time:</b> 28 weeks		
	<b>Quotation valid to:</b> 07/04/2025		
<b>Sales Contact</b> Roger Anderson Tel: +1 859-818-2763 EMail: ROGER.ANDERSON@FLENDER.COM			
<b>Item</b> <b>Item</b> <b>(U-Pos.)</b>	Description of Delivery · Service	<b>Quantity</b> <b>Unit</b> <b>Price p. un.</b> <b>Price un.</b>	<b>Weight in LB</b> <b>Item price</b>
	<p><b>Quotation prepared by:    Lukasz Swiecicki</b>                  Phone:                            +1 (847) 212-1983                  e-mail:                            LUKASZ.SWIECICKI@FLENDER.COM</p> <p>PLEASE EMAIL YOUR ORDER TO  <b>gearunitsusa@flender.com</b></p> <p>Flender reserves the right to modify sales prices for any products affected by changes in tariffs or duties. We will make every effort to minimize the impact of such changes on our customers.</p> <p>Thank you for your inquiry! We hope that the enclosed quotation meets your requirements, and we would be pleased to receive your order.</p>		

Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price								
	<p>Sincerely, Your FLENDER quotation team</p> <p>Flender Customer Services offers the following portfolio of gearbox services:</p> <table border="0"> <tr> <td>Off-site/On-site Inspection &amp; Repair</td> <td>Field Service Start-Up &amp; Commissioning</td> </tr> <tr> <td>Customized Maintenance Programs</td> <td>Retrofits &amp; Upgrades</td> </tr> <tr> <td>On-site preventative maintenance</td> <td>Customized On-site Training</td> </tr> <tr> <td>Asset Management Programs</td> <td>Real-time Condition Monitoring</td> </tr> </table>	Off-site/On-site Inspection & Repair	Field Service Start-Up & Commissioning	Customized Maintenance Programs	Retrofits & Upgrades	On-site preventative maintenance	Customized On-site Training	Asset Management Programs	Real-time Condition Monitoring		
Off-site/On-site Inspection & Repair	Field Service Start-Up & Commissioning										
Customized Maintenance Programs	Retrofits & Upgrades										
On-site preventative maintenance	Customized On-site Training										
Asset Management Programs	Real-time Condition Monitoring										
	<table border="0"> <tr> <td>Serial number</td> <td>Serial number description</td> </tr> <tr> <td>4491325-130-4</td> <td>TYPE: H3SV SIZE: 12</td> </tr> </table>	Serial number	Serial number description	4491325-130-4	TYPE: H3SV SIZE: 12						
Serial number	Serial number description										
4491325-130-4	TYPE: H3SV SIZE: 12										
100	<p>internal: IND-FINASSY</p> <p>Industry Gear (IG) Final Assembly</p> <p>Installation of:</p> <ul style="list-style-type: none"> <li>- Ashcroft pressure gauge, A6X30051643</li> <li>- Ashcroft pressure switch, E1P:3702018</li> <li>- Indeeco Immersion heater, 750W, 120V NEMA 4X, E1P:3705084</li> <li>- Paint pressure gauge elbow fittings and all unpainted connections</li> <li>- Product photos required upon readiness prior to and after packing</li> </ul> <p>HTS: 8483405010 License: EAR99      ECCN: EAR99</p>	<p>1 ITM 1,295.00 1 ITM</p>	<p>1,295.00 USD</p>								
210	<p><b>FLENDER gear unit</b></p> <p>2LP3021-2AZ52-1AA0-Z</p> <p>internal: 000.009.924.513</p> <p>GEARBOX TYPE: H3SV SIZE: 12</p> <p>B44 C00 C84 C86 D97 G30 G37 H02 H12 H29 H30 H52 K0Y K27 K30 Y01 Y02 Y20 Y21 Y23 Y33 Y34 Y99 {K0Y:50.631}{Y01:-2}{Y02:31}{Y20:1784.0}{Y21:149.14}{Y23:149.14}{Y33:INDEECO, E LGIN INSTALLED}{Y34:0}</p>	<p>1 ITM 47,630.00 1 ITM</p>	<p>47,630.00 USD</p>								

Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price
	Catalog	:MD 20.1 - 2009	
	Gear design	:B	
	Driven machine	:Other application	
	th.capacity factor Kth	:1.00	
	Operating cycle per hour	:100 %	
	Installation altitude	:< 1000 m	
	Place of installation	:Outdoors	
	Minimum ambient temperature	:-2 °C	
	Maximum ambient temperature	:31 °C	
	Power P1	:149.14 kW	
	Limitation of motor power	:Not required	
	Torque (T1)	:798.37 Nm	
	Starting torque TA	:1,995.92 Nm	
	Power P2	:149.14 kW	
	Torque (T2)	:40,422.13 Nm	
	Special ratio	:Yes	
	Required ratio	:50.631	
	Tolerance required ratio +/-	:0 %	
	Speed n1	:1,784.0 1/min	
	Speed n2	:35.24 1/min	
	Driving at	:Shaft D1	
	dir.of rotation (view on d2)	:clockwise & counterclockwise	
	Shaft sealing D1 S6	:Radial shaft seal	
	Shaft sealing D2 S3	:Radial shaft seal	
	Shaft design D1 S6	:Execution acc. catalogue	
	Shaft design D2 S3	:Execution acc. catalogue	
	d2 = 180 n6 x, 12 = 300, G2 = 270.0 (mm)		
	housing material	:EN-GJL-200 (GG-20)	
	oil supply	:forced lubr. intern. pump KSW2	
	oil retaining tube	:yes	
	air filter	:std. air filter t. F5125 typ 1	
	Oil drain	:Oil dr.valve,surf.4, straight	
	Heating element	:Other heating element	
	free text "other heating"	:INDEECO, ELGIN INSTALLED	
	Visual oil level indicator	:FSA_	
	Gearlog available?	:No	
	Same as supplied on: 4491325-130		
	Flender drawing no.: 6210494/5696248		
	Includes:		
	- NEMA Motor lantern, frame 447LP		
	- Provision for mounting Heater (2" NPT), Ashcroft switch, and pressure gauge		
	- Forced lubrication with internal flange (mechanical) pump		
	- Variable input speed: 1784-1338 rpm		
	- Oil pressure at n2=(lowest input speed) min. 0.8 bar		
	Mount high speed coupling hub and low speed coupling flange on the reducer shafts		

Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price
	<p>Please provide packing for gearboxes to be mounted output shaft down</p> <p>operating instructions (BA) :B5011-01 07/2022+7300 05/2024                      Language operation manual : English 1x                      Plates type :plates in stainless steel                      name plate :Standard                      Name plate marked with :Power P2                      gear box plates: language 1 :english                      oil grade : CLP Synthetic oil, PAO                      oil grade : PAO ISO VG 220                      Corrosion category :C5 very strong climatic stress                      Term of protection class :Medium                      Corrosion protection key :K.150.00.06.01.005                      finishing coat: colour :RAL 5015 sky blue                      Unspecified inspection doc. :certific. DIN EN 10204-2.1+2.2</p> <p>HTS: 8483405010                      License: ECCN:                      Country of Origin: DE Germany</p>		
310	<p><b>BIPEX coupling</b>                      2LC0121-2AA99-0AA0-Z                      internal: 000.009.980.763                      COUPLING TYPE: BWN SIZE: 202 (STD)</p> <p>B34 L14 L6J M1G W02 Y95                      {Y95: G=16.0;N=1800 rpm}</p> <p>acc.to MD 10.1 - 2013</p> <p>PART 1/2 : (part no. 1) bore 53.975 M7; keyway USAS B 17.1 +0,050                      1 set screw; Balanced acc. half-key conven.; G 16.00; n = 1,800 1/min</p> <p>PART 1/2 : (part no. 2) bore 70 H7; keyway DIN 6885-1 JS9; 1 set screw                      Balanced acc. half-key conven.; G 16.0; n = 1,800 1/min</p> <p>Preservative : VCI film                      corrosion prevention for up to 5 years indoor storage</p> <p>Operating manual M3400-01 10/24; 1 x EN</p> <p>HTS: 8483608000                      License: EAR99 ECCN: EAR99</p>	<p>1                      ITM                      485.00                      1 ITM</p>	<p>485.00                      USD</p>

Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit	Weight in LB
		Price p. un. Price un.	Item price
	Country of Origin: DE Germany		
410	<b>swing-base, motor bracket, guard, add-on p</b> internal: 000.009.924.065	1 ITM	
	FLANGE COUPLING PLANT 0006	4,310.00	4,310.00
	Same as supplied on: 4491325-20	1 ITM	USD
	Flender Coupling flange half for H3SV 12 acc. to K20-9, including end plate and bolts		
	Corrosion protection key :K.150.00.00.01.005		
	finishing coat: colour :RAL 5015 sky blue		
	Preserv.durab. if stored ins. :36 Months		
	Preserv.durab. if stored outs.:12 Months		
	HTS: 8483905090		
	License: EAR99 ECCN: EAR99		
	Country of Origin: DE Germany		
<b>Summary (Price net):</b>			
	100/Industry Gear (IG) Final Assembly	1ITM 1,295.00	1,295.00
	200/FLENDER gear unit		
	210/GEARBOX TYPE: H3SV SIZE: 12	1ITM 47,630.00	47,630.00
	300/BIPEX coupling		
	310/COUPLING TYPE: BWN SIZE: 202 (STD)	1ITM 485.00	485.00
	400/swing-base, motor bracket, guard, add-on p		
	410/FLANGE COUPLING PLANT 0006	1ITM 4,310.00	4,310.00
<b>Total amount (net):</b>		<b>USD</b>	<b>53,720.00</b>
Terms of payment: Within 30 days Due net Payment terms depending on credit check.			
Prices are quoted net, i.e. exclusive of value-added tax.			

Item Item (U-Pos.)	Description of Delivery · Service	Quantity Unit Price p. un. Price un.	Weight in LB Item price
	<p><b>Warranty:</b>                      The warranty period shall be 12 months starting on the date of commissioning of the products or 18 months starting on the date of delivery whichever period expires earlier.                      We have to be informed about the date of commissioning immediately.</p> <p>The warranty period for parts which are subject to wear and tear due to their material properties respectively to their conditions of use, including but not limited to (shaft) seals and flexible elements of couplings, shall be 12 months after delivery. Compliance with the maintenance and operating manual as well as with the instructions for preservation is prerequisite of the warranty.</p> <p>Minimum order: \$150.00   Orders under \$150.00 subject to \$50 handling fee.                      Rush order for in stock items accepted by noon to ship the same day carry an additional \$250.00 expedite fee.</p> <p>In case of order or additional information, please address                      gearunitsUSA@flender.com</p> <p>Terms of Delivery:</p> <p>After receipt at factory of all required technical information and complete release to manufacture. This does not include time for preparation, review and return of approval drawings if required. IT doesnot included time for tests other than those shown in the description.</p> <p>Deliveries are based on date of technical and commercial order clarification, availability of materials at time of order, and existing customer status.</p> <p>Changes to the ship-to location or the INCOTERMS may result in additional freight costs, fees, and taxes.</p> <p>Additional Terms:</p> <p>We do not accept phone orders.</p> <p>Please consider that required certificates of origin could cause additional cost and extension to delivery time.                      "Flender Coporation" obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos [or other sanctions].</p> <p><b>Stock items are subject to prior sale.</b></p>		

### CUSTOMER ACCEPTANCE

The foregoing is hereby accepted

\_\_\_\_\_  
(Name of Customer's Authorized Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Contact:

### FLENDER STANDARD TERMS AND CONDITIONS OF SALE FOR PRODUCTS

**1. APPLICABLE TERMS.** This Agreement governs the sale of equipment, components, parts, and materials provided by Flender ("Products"). Any applicable addenda, these terms, Flender proposal, price quote, purchase order, or acknowledgement issued by Flender form the parties' final agreement ("Agreement"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence. Flender's proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Flender unless separately signed by Flender. Flender's failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

**2. PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Flender's proposal, or if none are stated; (ii) Flender's standard prices in effect when Flender receives Buyer's purchase order; or if neither (i) or (ii) apply, then Flender's standard prices in effect when the Products ship.

(a) *Payment.* Unless stated in Flender's proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) *Credit Approval.* All orders are subject to credit approval by Flender. Flender may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Flender may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Flender may recover shipped Products from the carrier pending such assurances.

(c) *Installment Shipment.* Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Flender holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(d) *Taxes, Shipping, Packing, Handling.* Unless stated in writing by Flender, Flender's prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Flender. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Flender harmless from any taxes, costs and penalties arising from same. Flender's prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(e) *Late Payments.* Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(f) *Disputed Invoice.* If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Flender of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Flender of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice, Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(g) *Suspension/Termination Right.* Flender may suspend work if an undisputed invoice is more than thirty (30) days past due. Flender may terminate this Agreement if an undisputed invoice is more than sixty (60) days past due. Unless prohibited by law, Flender may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

**3. DELIVERY; TITLE; RISK OF LOSS.** Products will be delivered F.O.B. Flender point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Flender may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Flender is not liable for any loss or expense incurred by Buyer or Buyer's customers if Flender fails to meet its delivery schedule.

**4. DEFERMENT AND CANCELLATION.** Buyer has no right to defer shipment but may cancel this Agreement on thirty (30) days written notice if Flender has not already performed. If Buyer cancels this Agreement, it shall pay all cancellation charges including, without limitation: (i) the full price for any finished Product; (ii) for partially completed product, the portion of the price determined to be due by Flender based on its percentage of completion of the Product; (iii) reasonable overhead and profit; and (iv) any payments due subcontractors and/or suppliers for any materials, components or products ordered which cannot be cancelled, refunded, or redirected for other beneficial use.

**5. TRANSPORTATION AND STORAGE.** (a) When Products are ready for shipment, Flender will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Flender; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Flender will ship the Products by normal transportation means to Buyer or to a storage location selected by Flender. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Flender's storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Flender. When conditions permit and upon payment to Flender of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

**6. FORCE MAJEURE / DELAYS.** If Flender's performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance,



Flender Corp., 1401 Madeline Lane, US- Elgin, IL 60124

delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Flender's time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Flender will notify Buyer within a reasonable time after becoming aware of any such delay.

**7. BUYER'S REQUIREMENTS.** Flender's performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Flender to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Flender may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

**8. INDEMNITY.** Flender and Buyer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the Product(s) or Buyer's site is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. The Indemnitee shall not make any admission(s) which might be prejudicial to the Indemnitor and shall not enter into a settlement without the express permission of the Indemnitor.

**9. WARRANTIES.** (a) *Warranties.* Flender warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Flender's specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Flender has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties do not apply to software furnished by Flender. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) *Conditions to the Warranties.* The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Flender or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Flender's discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Flender, at Buyer's expense, or granting Flender reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

(c) *Exclusions from Warranty Coverage.* The Warranties do not apply to any equipment not provided by Flender under this Agreement.

Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Flender does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(d) *Warranty Period.* Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

(e) *Remedies.* Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Flender's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Flender agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Flender to perform its warranty obligations; (iii) transportation to and from the Flender factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 9(b) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Flender.

(f) *Transferability.* The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 9 ARE FLENDER' SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 10 BELOW. FLENDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

**10. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, FLENDER IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

FLENDER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE ACTUAL PURCHASE PRICE RECEIVED BY FLENDER FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 10 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT, WHETHER OR NOT ANY OR ALL SUCH REMEDIES

ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF FLENDER HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 10 EXTEND TO FLENDER'S AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AGENTS, AND SUCCESSORS AND ASSIGNS.

**11. PATENT AND COPYRIGHT INFRINGEMENT.** Flender will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Flender. Buyer will promptly give Flender written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Flender shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Flender and shall not enter into a settlement without Flender's consent. Flender is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Flender will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non-infringing Product; or (iii) modify the Product so it is non-infringing.

Flender will have no duty or obligation under this Article 11 if the Product is: (i) supplied according to Buyer's design or instructions and compliance therewith has caused Flender to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Flender, Buyer must protect Flender in the same manner and to the same extent that Flender has agreed to protect Buyer under this Article 11.

THIS ARTICLE 11 IS AN EXCLUSIVE STATEMENT OF FLENDER'S DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

**12. CONFIDENTIALITY.** (a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the work to be performed under this Agreement in any manner that identifies the other party without advance written permission. However, Flender has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Flender's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Flender from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Flender confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

**13. COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

**14. CHANGES IN WORK.** No change will be made to the scope of work unless Buyer and Flender agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Flender's obligations or performance under this Agreement, Flender may request a change order for an equitable adjustment in the price and time of performance.

**15. NON-WAIVER.** Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

**16. MODIFICATION OF TERMS.** This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

**17. ASSIGNMENT.** Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to: a competitor of Flender; an entity in litigation with Flender; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Flender may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

**18. APPLICABLE LAW AND JURISDICTION.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH FLENDER AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or

Flender maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

- 19. SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.
- 20. EXPORT / IMPORT COMPLIANCE.** Buyer acknowledges that Flender is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Buyer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export / import laws and regulations. Flender's continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.
- 21. PRODUCT RETURNS.** Prior to the return of any Product to Flender, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Flender. Flender has the right, in its sole discretion, to permit or reject any such return. Flender's authorization to return any Product to Flender does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Flender, Flender will issue a credit memo to Buyer, less applicable re-stocking fees. Flender reserves the right to reject any hazardous material.
- 22. NUCLEAR.** Unless expressly authorized in writing by Flender, the Products must not be used in or in connection with a nuclear facility or application. If Buyer uses any Product in connection with any nuclear facility or activity, it does so at its own risk and Buyer will indemnify, defend and hold Flender harmless, and waives and will require its insurers to waive all right of recovery against Flender for any damage, loss, destruction, injury or death resulting from a "nuclear incident," as defined in the Atomic Energy Act of 1954, as amended, whether or not due to Flender's negligence. Flender's consent to Buyer's use of the Product in connection with any nuclear facility or application will be subject to additional terms and conditions that Flender deems necessary to protect its interests.
- 23. SURVIVAL.** The articles titled "Patent and Copyright Infringement", "Limitation of Liability", "Confidentiality", "Delivery; Title; Risk of Loss", "Export / Import Compliance," and "Nuclear" survive termination, expiration or cancellation of this Agreement.



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

15. CONSIDERATION OF A MOTION AUTHORIZING THE MAYOR TO NEGOTIATE AND RENEW THE CITY MANAGER'S EMPLOYMENT CONTRACT.

**A) Introduction:**

**B) Financial Impact of Action:**

**C) Impact of Action on Other Departments/Agencies:**

**D) Proposed Action:**



**CITY OF MARYVILLE**  
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**(865) 273-3401**

AGENDA ITEM BACKGROUND

16. CITY COUNCIL APPOINTMENT OF INDIVIDUALS TO THE BLOUNT COUNTY  
EMERGENCY COMMUNICATIONS DISTRICT BOARD.

**A) Introduction:**

Re-appoint Tony Crisp and Greg Cooke, terms to expire July 1, 2027.

**B) Financial Impact of Action:**

**C) Impact of Action on Other Departments/Agencies:**

**D) Proposed Action:**



**CITY OF MARYVILLE**  
**400 West Broadway**  
**Maryville, TN 37801**  
**(865) 273-3401**

AGENDA ITEM BACKGROUND

17. CITY COUNCIL APPOINTMENT OF INDIVIDUALS TO THE BLOUNT COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES.

**A) Introduction:**  
Re-appoint Greg Brakebill, term to expire June 1, 2028.

**B) Financial Impact of Action:**

**C) Impact of Action on Other Departments/Agencies:**

**D) Proposed Action:**



CITY OF MARYVILLE  
400 West Broadway  
Maryville, TN 37801  
(865) 273-3401

## AGENDA ITEM BACKGROUND

18. CONSIDERATION OF A MOTION TO DECLARE CERTAIN ITEMS AS SURPLUS AND TO AUTHORIZE THEIR DISPOSAL.

A) **Introduction:** Consideration of a motion to declare certain items as surplus and to authorize their disposal.

B) **Proposed Action:** Council is requested to consider a motion to declare certain items as surplus. The following items listed are no longer needed due to the replacement program and we respectfully request they are deemed surplus property.

1. Qty 6 - 162128 Street Light Pole 28' Breakaway
2. Qty 3 - 162133 Street Light Pole 33' Breakaway
3. Qty 6 - 162127 Street Light Pole 27' Mount Base
4. Qty 5 - DNI poles
5. Qty 1 - DNI Arm Mount
6. Hydraulic cylinders
7. Air Compressor
8. 4 LT 245/70/17 wheels, tires, and center caps
9. 330 gallons def tank with pump and nozzle
10. Fitness equipment: Dynabody Power Press Chest Press
11. Forklift: Model No. DPH 60 PK and Attachment 21571-72 Fork Positioner, Asset No. 996 +
12. NEC DT400 Series of phones and accessories (estimate of 224)

C) **Financial Impact of Action:** The sale of the surplus items would be returned to the original funds source from which the items were obtained.

D) **Staff Recommendation:** Staff recommends approval.