

**Maryville City Schools
833 Lawrence Avenue
Maryville, TN 37803**

**BOARD OF EDUCATION
REGULAR MEETING**

**5:30 PM, November 11, 2019
John Sevier Elementary School**

- I. CALL TO ORDER** **CHAIRMAN POPE**
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE - Jose Benitez, 3rd grade
- II. UPDATE FROM JOHN SEVIER ELEMENTARY SCHOOL** – Brandee Easterly, Principal
- III. ADOPT AGENDA**
- IV. COMMENTS FROM THE PUBLIC ON AGENDA ITEMS**
- V. CONSENT AGENDA ITEMS**
1. Approve Minutes of October 21, 2019, meeting (Attachment)
 2. Approve Board Policy Manuel 1.901- Charter School Applications and Policy 6.300 – Code of Conduct – second reading
- VI. AGENDA ITEMS**
1. Consider purchase of weight room equipment at Maryville High School –
Funding source: MHS Athletics and MHS School Funds \$63,615.20 (Attachment B1)
- VII. REPORTS FROM DIRECTOR OF SCHOOLS**
- VIII. RECOGNITION OF STAFF AND STUDENTS**
- IX. COMMENTS FROM BOARD MEMBERS**
- X. ADJOURN**

Upcoming meeting dates:

December 9, 2019 – 5:30 pm, Maryville High School

January 13, 2020 – 5:30 pm, Foothills Elementary School

Purchase Order

Maryville High School
825 Lawrence Avenue
Maryville, TN 37803

Phone : 865-982-1132

PO # 27532

10/29/2019

To : Life Fitness
9525 Bryn Mawr Ave
Rosemont, IL 60018

Ship To : Maryville High School
825 Lawrence Avenue
Maryville, TN.37803

Vendor Number :
Phone Number :
Fax Number :

Fed Tax ID : 36-4881805
Requested By : Headrick

Quantity	Description	Product #	Account #	Account Name	Unit Price	Total Price
1	Weight room equipment		601.100	Athletics-General	\$45,615.20	\$45,615.20
1	Weight room equipment		401.000	Administration	\$18,000.00	\$18,000.00

Notes :

Subtotal : \$63,615.20
Discount : \$0.00
Shipping and Handling : \$0.00
Sales Tax : \$0.00

PO Total : \$63,615.20

Comments :

Received By: _____

Other: _____

Bookkeeper:

Pam Taylor

Approved:

[Signature]
Reach



10/17/2019

October 17, 2019

To: Maryville City Schools

To Whom It May Concern:

Life Fitness, LLC designs, manufactures, distributes and sells fitness equipment dedicated to commercial and athletic/educational facilities. Life Fitness operates its own warranty/service administration through its nationwide web of service technicians who are employees of the company as well as independent service agents.

LIFE FITNESS, HAMMER STRENGTH, CYBEX, and ICG are registered trademarks of Life Fitness, LLC.. Life Fitness is also the owner of more than 50 United States patents on the design and functionality of the exercise and strength training equipment. Life Fitness has carefully controlled its intellectual property and there are no other authorized users of any of these patents and/or trademarks.

Life Fitness sells its products directly to the public through a sales force which is dedicated to particular sales channels. In some geographic areas, certain sales channels are managed through Life Fitness dealers and distributors.

In the State of Tennessee, however, **all sales to athletic/educational and government facilities are managed solely through Life Fitness' vertical direct sales representatives**. There is no other person or entity in the State who is authorized to sell or service Life Fitness, Hammer Strength, Cybex, or ICG products (including, but not limited to, Hammer Strength Plate-Loaded, Ground Base or MTS strength training equipment, Hammer Strength Select or Insignia Series strength training equipment, and all models of Life Fitness cardiovascular equipment), or to use any of the trademarks or patented technology of the company.

If you have any questions about this matter, please contact the sole authorized sales representative in the territory, Chris Dantzler, at 704-773-6374 or Christopher.dantzler@lifefitness.com.

Sincerely,

LIFE FITNESS, LLC.

Rebecca A. Bolger
Manager, Legal & Risk Management Services

cc: _____

Quote# 3175850 - 1R



Date 10-17-2019 **Expires** 11-14-2019



Ship To

MARYVILLE HIGH SCHOOL
825 LAW
MARYVILLE, BLOUNT
TN 37803
United States

Contact : BRANDON WATERS
O: 1-865-604-7554
M:
F:
Email: BWATERS@CI.MARYVILLE.TN.US

Bill To

MARYVILLE HIGH SCHOOL
825 LAW
MARYVILLE, BLOUNT
TN 37803
US

Contact : BRANDON WATERS
O: 1-865-604-7554
M:
F:
Email: BWATERS@CI.MARYVILLE.TN.US

Sales Representative

CHRISTOPHER DANTZLER
O: 704-773-6374
M: 704-773-6374
F: 704-919-5815
Email: Christopher.Dantzler@Lifefitness.com

Life Fitness

Phone: Main (847) 288-3300
Toll Free (800) 735-3867
Life Fitness
9525 Bryn Mawr Avenue
Rosemont, IL 60018
USA

Onsite Contact and Delivery Information

Email: brandon.waters@maryville-schools.org
Phone: 865-604-7554
Shipment Priority: GRAND OPENING
Customer Requested Delivery Date: 12-18-2019

Line	Item	Qty	Unit Price	Unit Discount	Unit Price Selling	Total Price Selling
1	CW-TXPB-C Texas Power Bar, Capps, Chrome Sleeve, 7FT, 20KG(44LB)	12	410.00	-11.00	399.00	4,788.00
2	HS-BP Hammer Bumper,45LB,Premium Rubber,Black	48	207.00	-82.80	124.20	5,961.60
3	HS-BP Hammer Bumper,25LB,Premium Rubber,Black	48	126.00	-50.40	75.60	3,628.80
4	HS-OB Hammer Olympic Bar,28MM,Chrome,MixBearing,20KG	12	944.00	-377.60	566.40	6,796.80
5	AT-MAB	12	0.00	0.00	0.00	0.00
6	HDT-HR HD ATHLETIC HALF RACK - BLACK/HIGH WEAR CHARCOAL/HIGH WEAR CHARCOAL/HD ATHLETIC 42IN MULTI-GRIP BAR	12	3,094.00	-949.00	2,145.00	25,740.00
7	HDT-BP HD ATHLETIC BAND PEG, PAIR	12	90.00	-25.00	65.00	780.00
8	HDT-DIP HD ATHLETIC DIP HANDLE	12	190.00	-190.00	0.00	0.00
9	HDT-NH NORDIC HAMSTRING - BLACK UPH	12	289.00	-130.00	159.00	1,908.00
10	HDT-PP HD ATHLETIC POWER PIVOT	12	329.00	-103.00	226.00	2,712.00
11	HDT-WH HD ATHLETIC WEIGHT HORN, PAIR	48	110.00	-60.00	50.00	2,400.00
12	PS-81000 AIREX BALANCE PAD	12	95.31	-20.31	75.00	900.00

This is a draft quote and not a contract - Subject to management approval

Chris Dantzler
704-773-6374

Quote#

3175850 - 1R

*LifeFitness***HAMMER
STRENGTH****SCYBEX**

Date 10-17-2019 Expires 11-14-2019

INDOOR CYCLING

SCIFIT**BRUNSWICK**

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PO Number		Subtotal	
Payment Type		List Price	86,559.72
Payment Terms	CIA COMPANY CK	Total Adjustment	-30,944.52
Freight Terms		Selling Price	55,615.20
FOB			
		Freight/Fuel/Installation	8,000.00
		Tax	TAXES AS APPLICABLE
		Total(USD)	63,615.20

Notes:

This is a draft quote and not a contract - Subject to management approval

Quote#

3175850 - 1R

Date 10-17-2019 Expires 11-14-2019

Life Fitness

HAMMER
STRENGTH

CYBEX

INDOOR CYCLING

SCIFIT

BRUNSWICK

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ADDITIONAL TERMS OF SALE:

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at <https://lifefitness.com/terms-conditions-of-sale>; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Life Fitness RECOMMENDS that all strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
3. All shipments of Products shall be F.O.B., Life Fitness' dock.
4. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
5. Life Fitness may ship partial orders.
6. Any additional or different terms or conditions which appear on purchaser's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
7. Orders canceled by Customer after shipment (or after production starts for "Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request may result in storage fees (see referenced Terms and Conditions for further details).
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
13. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
14. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
15. Subscription Services purchased pursuant to this Quote will automatically renew for a Subscription Term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription Charges unless otherwise provided by Life Fitness in writing. Either Life Fitness or Customer may elect to terminate any such Subscription Services account at the end of Customer's then current Subscription Term by providing notice in compliance with the Subscription Agreement, on or prior to the date thirty (30) days preceding the end of such Subscription Term.
16. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
17. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be made and/or delivered via facsimile, electronic mail (including via .pdf) or any electronic signature complying with the United States Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000 (including counterparts delivered via DocuSign), and any counterpart so delivered shall be deemed to have been delivered and be valid and effective for all purposes. No further original counterpart is required to be delivered after an exchange of counterparts by any of the methods described above, and all parties agree to treat such electronically delivered signatures as original signatures and to refrain from asserting the lack of original signatures as a defense against the binding enforceability of this instrument.

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