

**AGENDA**  
**BOARD OF MAYOR & ALDERMEN**

**March 18, 2024 Meeting**

**Sevierville Civic Center**

**6:00 P.M.**



**AGENDA**  
**BOARD OF MAYOR & ALDERMEN**

March 18, 2024 Meeting  
Sevierville Civic Center  
6:00 P.M.  
(Page 1 of 2)

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Invocation

**B. ROLL CALL**

**C. MINUTES – 3/8/2024 – Special-Called and 3/4/2024 – Board**

**D. PUBLIC FORUM**

**E. REPORTS – Monthly Department Reports**

**F. COMMUNICATIONS FROM MAYOR & ALDERMEN**

New and Promoted Employee Introductions

**Board Appointment**

**Beer Board** – Sheila Webber – Expiration - No term limits

**G. OLD BUSINESS**

1. Consider approval of **Ordinance O-2024-004 – 2<sup>nd</sup> reading** – An Ordinance to amend Chapter 10, Appendices of the Sevierville Zoning Ordinance – *Corey Divil* 1
2. Consider approval of **Ordinance O-2024-005 – 2<sup>nd</sup> reading** – An Ordinance to increase the compensation paid by the City to the Board of Mayor and Aldermen and the Mayor of the City of Sevierville, Tennessee – *Russell Treadway* 6
3. Consider **extension of reversionary clause** for property located at 1110 Old Knoxville Highway– *Russell Treadway* 8

**H. NEW BUSINESS**

1. Consider approval of **Ordinance O-2024-006 – 1<sup>st</sup> reading** – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located on 100 John L Marshall Drive from HDR to AC – *Corey Divil* 14
2. Consider approval of **Ordinance O-2024-007 – 1<sup>st</sup> reading** – An Ordinance to amend the zoning map of the City of Sevierville to rezone property on 109 River Mill Road from LDR to IC – *Corey Divil* 18
3. Consider approval of **Resolution R-2024-006** – A Resolution directing payment of various budgeted expenditures for fiscal year 2024 – *Lynn McClurg* 22
4. Consider approval of **Contract with DataProse, LLC** for Utility Printing and Mailing Services – *Lynn McClurg* 24
5. Consider approval of **Development Agreement with Kituwah, LLC** for fifty (50%) percent of grant expenditures and **Professional Services Agreement with Robert G. Campbell & Assoc., L.P.** in the amount of \$83,334.26 for the FY 22 ARC Grant – *Holly Jones* 26
6. Consider approval of the **2024-2025 Sevierville Tourism Marketing Plan** – *Brenda McCroskey* 40
7. Consider approval of **expenses over \$10,000** for a Replacement Emergency Back-up Generator – *Matt Henderson* 47
8. Consider approval of **Agreement between the City and AYSO Youth Soccer** for use of soccer fields on WSCC Sevier Campus – *Bob Parker* 60
9. Consider approval of **Agreement between the City and Starz Futbol** for use of soccer fields on Home for Children Property – *Bob Parker* 65

*Continued on Page 2*



**AGENDA**  
**BOARD OF MAYOR & ALDERMEN**

March 18, 2024 Meeting

Sevierville Civic Center

6:00 P.M.

(Page 2 of 2)

- |  |    |
|--|----|
| 10. Consider approval for <b>purchase of one (1) 2024/25 Ford police utility vehicle</b> from Ford of Murfreesboro in the amount of \$45,372 – <i>Sam Hinson</i>   | 74 |
| 11. Consider approval to <b>purchase five (5) Zebra handheld electronic citation machines</b> with licenses in the amount of \$11,975 – <i>Sam Hinson</i>  | 78 |
| 12. Consider approval of <b>Task Order No. 15</b> for engineering services for Apple Barn pump station and force main and Collier Drive force main improvements in the not-to-exceed amount of \$178,000 – <i>Keith Malone</i> | 84 |
| 13. Consider approval of <b>Task Order No. 16</b> for engineering services for Rock Garden, Old Knoxville Highway, and Birchwood pump station improvements in the not-to-exceed amount of \$207,500 – <i>Keith Malone</i>      | 90 |

**I. ADJOURNMENT**

**BOARD OF MAYOR AND ALDERMEN  
CITY OF SEVIERVILLE, TENNESSEE  
March 8, 2024**

A called meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on March 8, 2024 at 9:00 AM.

**There were present and participating at the meeting:**

Robbie Fox, Mayor  
Wayne Helton, Alderman  
Devin Koester, Vice Mayor  
Travis L. McCroskey, Alderman  
Joey Ohman, Alderman  
Mitch Rader, Alderman

**Senior Staff present:**

Tracy Baker, Asst. City Administrator  
Corey Divel, Development Director  
Martha Norris, Convention Center Director  
Bob Parker, Parks & Recreation Director  
Dustin Smith, Deputy City Administrator  
Doug Tarwater, Public Works Director  
Russell Treadway, City Administrator

Mayor Fox chaired the meeting with Shelly Franklin as secretary of the meeting.

**PUBLIC FORUM**

Mayor Fox opened the public forum section of the meeting. There being no comments, the public forum was closed.

**NEW BUSINESS**

A motion was made by Alderman Rader and seconded by Alderman McCroskey to remove the agenda item regarding a joint lease with Sevier County for a downtown parking lot from the "table" for Board consideration. Motion carried. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the two year parking lot lease for the period beginning March 1, 2024 at a rate of \$200,000.00 per year. Motion carried.

There being no further business to discuss, the meeting adjourned at 9:02 AM.

Approved: \_\_\_\_\_  
Robbie Fox, Mayor

Attest: \_\_\_\_\_  
Lynn K. McClurg, City Recorder

**BOARD OF MAYOR AND ALDERMEN  
CITY OF SEVIERVILLE, TENNESSEE  
March 4, 2024**

A regular meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on March 4, 2024 at 6:00 PM.

**There were present and participating at the meeting:**

Robbie Fox, Mayor  
Wayne Helton, Alderman  
Devin Koester, Vice Mayor  
Travis L. McCroskey, Alderman  
Joey Ohman, Alderman  
Mitch Rader, Alderman

**Senior Staff present:**

Tracy Baker, Asst. City Administrator  
Corey Divel, Development Director  
Matt Henderson, Fire Chief  
Keith Malone, Water & Sewer Director  
Joseph Manning, Police Chief  
Lynn McClurg, Chief Financial Officer/City Recorder  
Martha Norris, Convention Center Director  
Ed Owens, City Attorney  
Bob Parker, Parks & Recreation Director  
Dustin Smith, Deputy City Administrator  
Doug Tarwater, Public Works Director  
Russell Treadway, City Administrator  
Brian Wagner, Information Technology Director

Mayor Fox chaired the meeting with Lynn K. McClurg as secretary of the meeting. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the minutes of the February 5, 2024 meeting and to dispense with the reading. Motion carried.

**PUBLIC FORUM**

Mayor Fox opened the public forum section of the meeting. Fox opened a public hearing on ordinance O2024-002 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT 1573 RIDGE ROAD, TAX MAP 72, PARCEL 163.00 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO AGRICULTURE RESIDENTIAL (AR) DISTRICT." There being no comments, the public hearing was closed.

Mayor Fox opened a public hearing on ordinance O2024-003 entitled "AN ORDINANCE TO AMEND CHAPTER 3.0 USES AND PERFORMANCE CONDITIONS & CHAPTER 9.0 DEFINITIONS OF THE SEVIERVILLE ZONING ORDINANCE". There being no comments, the public hearing was closed. There being no comments, the public forum was closed.

**REPORTS & COMMUNICATIONS**

Mayor Fox noted the submission of monthly reports.

## **BOARD APPOINTMENTS**

Mayor Fox requested ratification of the following board/committee appointment(s):

Parks & Recreation Foundation	Jonathan Ball	Term expires 3/1/2025
	Brent Blalock	Term expires 3/1/2025
	Lori Blalock	Term expires 3/1/2025
	Jaymie Woods	Term expires 3/1/2025
Planning Commission	Shane Patterson	Term expires 7/1/2026

A motion was made by Alderman Rader and seconded by Alderman Ohman to approve the appointment(s) as recommended. Motion carried.

## **OLD BUSINESS**

Mayor Fox presented and placed for passage an ordinance O2024-002 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT 1573 RIDGE ROAD, TAX MAP 72, PARCEL 163.00 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO AGRICULTURE RESIDENTIAL (AR) DISTRICT." A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on third and final reading.

Mayor Fox presented and placed for passage an ordinance O2024-003 entitled "AN ORDINANCE TO AMEND CHAPTER 3.0 USES AND PERFORMANCE CONDITIONS & CHAPTER 9.0 DEFINITIONS OF THE SEVIERVILLE ZONING ORDINANCE". A motion was made by Alderman Rader and seconded by Alderman Helton to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on third and final reading.

## **NEW BUSINESS**

Mayor Fox presented and placed for passage an ordinance O2024-004 entitled "AN ORDINANCE TO AMEND CHAPTER 10 APPENDICES OF THE SEVIERVILLE ZONING ORDINANCE". Corey Divel noted that the ordinance updates the Functional Road Classification to include roads which were not included with previous annexations. A motion was made by Alderman Ohman and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on first reading.

Mayor Fox presented and placed for passage an ordinance O2024-005 entitled "AN ORDINANCE TO INCREASE THE COMPENSATION PAID BY THE CITY TO THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SEVIERVILLE, TENNESSEE". A motion was made by Vice Mayor Koester and seconded by Alderman Helton to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on first reading.

Mayor Fox recognized Russell Treadway, who presented a joint lease with Sevier County for a downtown parking lot during the new courts building construction period. A motion was made by Alderman Rader and seconded by Alderman McCroskey to table the item pending additional information. Motion carried.

Mayor Fox recognized Russell Treadway, who presented a request on behalf of Austin Williams for extension of a reversionary clause for property located at 1110 Old Knoxville Highway. A motion was made by Alderman McCroskey and seconded by Alderman Rader to direct the Ed Owens and Russell Treadway to draft a resolution for consideration. Motion carried. Vice Mayor Koester abstained from the vote.

Mayor Fox recognized Lynn McClurg, who presented two contracts between the City and Brown, Jake & McDaniel, PC for auditing services in the amounts of \$98,950.00 and \$6,750.00 plus out-of-pocket costs for the fiscal year ending June 30, 2024, which complies with requirements of the State Comptroller of the Treasury. McClurg noted that the primary audit includes the general fund, capital projects fund, solid waste fund, water and sewer fund and other miscellaneous funds and that the secondary audit is for the City's Industrial Development Board. A motion was made by Alderman Ohman and seconded by Vice Mayor Koester to approve the contracts as presented. Motion carried.

Mayor Fox recognized Holly Jones, who requested approval to apply for a State of Tennessee Department of Health Healthy Built Environments grant in the amount of \$80,000.00 for Blueways development. Jones noted that the grant requires no match and would provide funding for the Court Avenue river access point. A motion was made by Alderman McCroskey and seconded by Alderman Helton to approve the grant application as requested.

Mayor Fox recognized Bob Parker, who requested approval of an agreement between the City and the Smoky Mountain Children's Home (SMCH) for soccer field usage at the property adjacent to City Park for the period March 1, 2024 through October 31, 2024. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the agreement as presented. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval to purchase 35,000 LED C-7 bulbs from low price vendor Christmas Lights, Inc. in the amount of \$16,000.00. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the purchase as requested. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval to purchase a John Deer Gator from low-cost vendor Ag-Pro of Knoxville in the amount of \$12,832.84, and a walk-behind mower from low-cost vendor Kodak Tractor in the amount of \$11,500.00. A motion was made by Alderman McCroskey and seconded by Vice Mayor Koester to approve the purchases as requested. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of an agreement with the City of Pigeon Forge for a joint youth baseball program for the 2024 season. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the agreement as presented. Motion carried.

Mayor Fox recognized Joseph Manning, who requested approval to purchase six in-car cameras for police pursuit vehicles from sole source Vu-Link vendor Digital Ally in the total amount of \$13,308.00. A motion was made by Alderman Rader and seconded by Alderman Ohman to approve the purchase as presented. Motion carried.

Mayor Fox recognized Brian Wagner, who requested approval of a three-year agreement with ESRI for Small Government Enterprise GIS software in the annual amount of \$29,300.00. A motion was made by Vice Mayor Koester and seconded by Alderman McCroskey to approve the agreement and expenditure as presented. Motion carried.

Mayor Fox recognized Brian Wagner, who requested approval of a two-year agreement with Flock Group, Inc. for installation and services of four additional license plate reader cameras in the initial amount of \$15,900.00 with an annual recurring amount of \$12,000.00. A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the agreement and expenditure as presented. Motion carried.

Mayor Fox recognized Brian Wagner, who requested approval of RecDesk Parks & Recreation software renewal in the amount of \$12,500.00. A motion was made by Alderman Rader and seconded by Alderman McCroskey to approve the expenditure as presented. Motion carried.

Mayor Fox recognized Doug Tarwater, who requested approval of the purchase of lockers from low price vendor Strictly Storage in the amount of \$17,176.11. A motion was made by Vice Mayor Koester and seconded by Alderman Helton to approve the purchase as requested. Motion carried.

Mayor Fox recognized Doug Tarwater, who presented bids for the construction of a salt bin and requested approval of a contract with low bidder Reed Construction & Metal Structures in the negotiated amount of \$387,000.00. Tarwater noted that the project will include in-house work to reduce the total project amount and will require an additional \$50,000.00 in the FY2025 capital budget. A motion was made by Vice Mayor Koester and seconded by Alderman McCroskey to approve the bid and award the contract as presented. Motion carried.

Mayor Fox recognized Doug Tarwater, who requested approval to purchase a cold planer and concrete mixing bucket skid steer attachment from Stowers Machinery under state contract # SWC225-72872 in the amount of \$41,362.50. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the purchase as requested. Motion carried.

Mayor Fox recognized Doug Tarwater, who presented amendment #2 in the amount of \$882,792.00 to the CDM Smith contract for professional engineering services for final design of Veterans Boulevard Extended. Tarwater noted that the total contract amount is revised to \$2,101,712.00. A motion was made by Alderman Rader and seconded by Alderman Ohman to approve amendment as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 6:28 PM.

Approved: \_\_\_\_\_  
Robbie Fox, Mayor

Attest: \_\_\_\_\_  
Lynn K. McClurg, City Recorder





---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-004– 2<sup>nd</sup> Reading – An Ordinance to amend Chapter 10, Appendices of the Sevierville Zoning Ordinance

**PRESENTATION:** As presented in the support documentation attached, the proposed Zoning Ordinance amendment updates the Functional Road Classification within the Zoning Ordinance to include roads which were not included in previous annexations.

These changes were approved by the Planning Commission at the February 1, 2024, meeting.

**REQUESTED ACTION:** Adoption of O-2024-004 on 2<sup>nd</sup> Reading.

**ORDINANCE NO. O-2024-004**

**AN ORDINANCE TO AMEND CHAPTER 10, APPENDICES OF  
THE SEVIERVILLE ZONING ORDINANCE**

**WHEREAS, the Tennessee Code Annotated (TCA), Section 13-7-201, grants municipalities the authority to adopt zoning requirements for the purposes of the public health, safety, morals, convenience, order, prosperity, and general welfare; and**

**WHEREAS, Sections 13-7-202 through 204 of the TCA provide for the regulation of buildings, structures, and land according to zoning district, and, provide for the amendment of zoning requirements according to certain procedures; and**

**WHEREAS, this ordinance is an amendment to the zoning ordinance intended to enhance the public safety and convenience,**

**NOW THEREFORE, BE IT ORDAINED, by the BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SEVIERVILLE, TENNESSEE, that:**

**Section 1. Chapter 10, Appendix is hereby amended by updating Subsection 10.4 designating the Functional Road Classifications to reflect the updates in Exhibits A & B.**

**Section 2. This ordinance shall become effective five (5) days from and after its final passage, the public welfare requiring it.**

**APPROVED:**

---

**Robbie Fox, Mayor**

**ATTEST:**

---

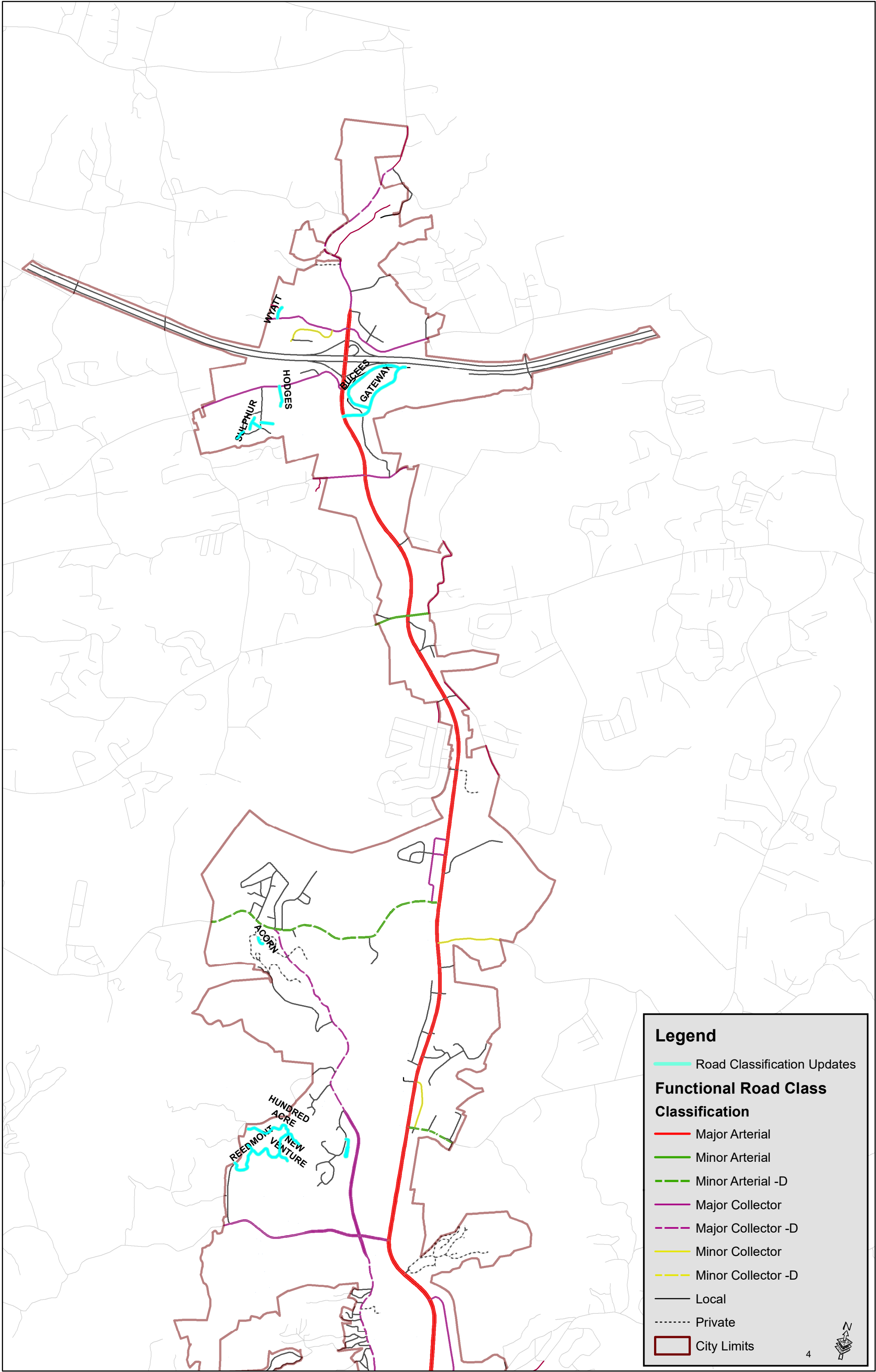
**Lynn K. McClurg, City Recorder**

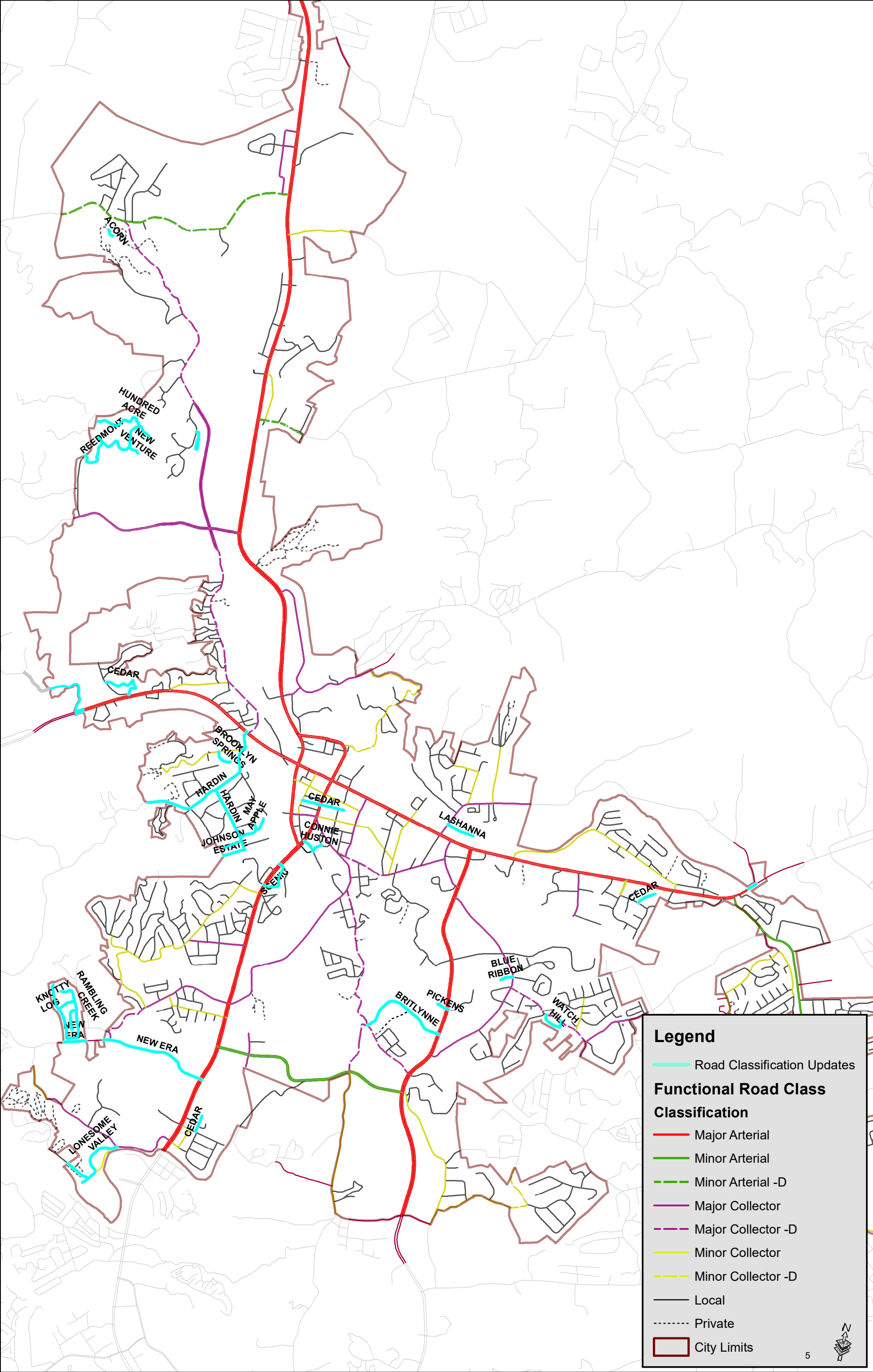
**Passed on 1<sup>st</sup> reading: 03/04/2024**

**Passed on 2<sup>nd</sup> reading: 2024**

**Passed on 3<sup>rd</sup> reading: 2024**

<b>ST_NAME</b>	<b>ST_TYPE</b>	<b>Proposed Classification</b>
ACORN	CT	Local
BLUE RIBBON	DR	Local
BOB HOLLOW	RD	Local
BRITLYNNE	BLVD	Minor Collector
BROOKLYN SPRINGS	CT	Local
BUCEES	BLVD	Minor Arterial - when Public
CEDAR	ST	Minor Collector
CHAPMAN	HWY	Major Arterial
COMPASS POINT	WAY	Local
CONNIE HUSTON	DR	Local
ELIZABETH	LN	Local
EMMA VICTORIA	WAY	Local
FLEETA WILLIAMS	WAY	Local
GATEWAY	BLVD	Minor Arterial - when Public
HARDIN	LN	Minor Collector
HODGES	RD	Local
HUNDRED ACRE	WAY	Local
JOHNSON ESTATE	LN	Local
KNOTTY LOG	WAY	Local
LARKSPUR	WAY	Local
LARRY BUD OGLE	DR	Local
LASHANNA	LN	Local
LONESOME VALLEY	RD	Minor Collector
MAY APPLE	WAY	Local
NEW ERA	RD	Major Collector -D
NEW VENTURE	WAY	Local
NEWPORT	HWY	Major Arterial
PICKENS	DR	Local
RAMBLING CREEK	WAY	Local
REEDMONT	WAY	Local
SANCTUARY TREEHOUSE	WAY	Local
SCENIC	DR	Local
SKIDDER	LN	Local
SULPHUR	CT	Local
SUMMER VALLEY	WAY	Local
WATCH HILL	WAY	Local
WILDHORSE RIDGE	WAY	Local
WYATT	WAY	Local





**Legend**

Road Classification Updates

**Functional Road Class**

**Classification**

Major Arterial

Minor Arterial

Minor Arterial -D

Major Collector

Major Collector -D

Minor Collector

Minor Collector -D

Local

Private

City Limits





---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of **Ordinance O-2024-005 – 2<sup>nd</sup> reading** – An Ordinance to increase the compensation paid by the City to the Board of Mayor and Aldermen and the Mayor of the City of Sevierville, Tennessee

**PRESENTATION:** Board pay has not been increased since 2006. The ordinance has been amended to change the effective date of the increased compensation to the first of the fiscal year following adoption of the next annual budget.

**REQUESTED ACTION:** Passage on 2nd reading as amended.

**ORDINANCE NO. 2024-005**  
**AN ORDINANCE TO INCREASE THE COMPENSATION PAID BY THE CITY TO THE**  
**BOARD OF MAYOR AND ALDERMEN AND MAYOR OF THE CITY OF SEVIERVILLE,**  
**TENNESSEE**

**WHEREAS**, as the volume and complexity of issues to be decided upon by the Board of Mayor and Aldermen have greatly increased and by the nature and subject matter of such issues, substantial time is required of the Board of Mayor and Aldermen in preparation for making decisions in the best interests of the City, including but not limited to attendance at numerous workshops, reading and studying voluminous material on the issues for consideration, and;

**WHEREAS**, the Board of Mayor and Aldermen have not received an increase in compensation in several years, yet the time value of services has increased with normal economic inflation, and;

**WHEREAS**, the Board of Mayor and Aldermen should be compensated in accordance with the realistic time requirements and responsibility of their elective positions.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of Sevierville, that Section 1-104 of the Sevierville Municipal Code is AMENDED, by deleting the Section in its entirety and replacing it with the following:

**1-104. Compensation.**

(1) (a) Aldermen, until such time as this section is superceded, shall receive compensation in the amount of \$1,000.00 per month plus enrollment and participation in the City's health insurance program, at the City's expense.

(b) The Aldermen and Mayor of the City of Sevierville shall be entitled to be enrolled in the City's health insurance program in the same way and manner as other City employees and will make premium payments and coverage choices in the way and manner available to all City employees, and that all of the foregoing in subsection (1)(b) of this section shall be retroactive to and take effect as of May 1, 2007.

(c) The Mayor, until such time as this section is superceded, shall receive compensation in the amount \$1,250.00 per month plus enrollment and participation in the City's health insurance program, at the City's expense.

(2) (a) The foregoing compensation amounts shall be for adoption in the City's next annual budget, and shall become effective upon adoption of the budget.

(b) This chapter shall supercede the previous compensation ordinance concerning payment of the Board of Mayor and Aldermen and Mayor.

This Ordinance shall take effect five (5) days from and after its final passage, the public welfare requiring it.

APPROVED: \_\_\_\_\_  
Robert W. Fox, Mayor

ATTEST:

\_\_\_\_\_  
Lynn K. McClurg, City Recorder

Passed on 1<sup>st</sup> reading: March 4, 2024

Passed on 2<sup>nd</sup> reading: \_\_\_\_\_

Passed on 3<sup>rd</sup> reading: \_\_\_\_\_



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider **extension of reversionary clause** for property located at 1110 Old Knoxville Highway.

**PRESENTATION:** At the workshop in November 2023, the Board considered a request to extend or rescind the reversionary clause in the agreements between the City owners of Riverpark Apts., LLC. It was determined that due to extensions and amendments to the original agreements that the City's right to repurchase the property could not be exercised until 2037.

Sevierville Affordable Housing, LLC, the current owners, have requested that the City reconsider a 30-year extension to the reversionary clause.

The attached agreement incorporates the items approved at the last meeting.

**REQUESTED ACTION:** As desired.



THIS INSTRUMENT PREPARED BY:  
M. Edward Owens, Jr., Esq.  
LEWIS THOMASON, P.C.  
900 South Gay Street, Suite 300  
Knoxville, TN 37902  
(865) 546-4646

## **SECOND MODIFICATION AGREEMENT**

This Second Modification Agreement is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_ 2024, by and among the City of Sevierville, Tennessee (the “City”), Sevierville Affordable Housing, LLC (“SAH”) and \_\_\_\_\_ (“Lender”).

WHEREAS, the City and Riverpark Apartments, LP (“Riverpark”) entered into an agreement dated September 9, 1996, of record in Miscellaneous Book 283, page 701, in the Register’s Office for Sevier County, Tennessee, and a Memorandum of Agreement Including Option, dated September 9, 1996, which is recorded in Miscellaneous Book 283, page 710, in the Register’s Office for Sevier County, Tennessee (hereinafter collectively referred to as the “Agreement”); and

WHEREAS, Riverpark acquired certain property from the City (the “Property”) by deed dated March 29, 1996, of record in Warranty Deed Book 567, page 746, in the Register’s Office for Sevier County, Tennessee, as corrected by Correction Deed of record in Book 582, page 145, in the Register’s Office for Sevier County, Tennessee, and

WHEREAS, the City and Riverpark entered into a Modification Agreement dated October 16, 2006, of record in Book 2663, page 756, in the Register’s Office for Sevier County, Tennessee; and

WHEREAS, Riverpark conveyed the Property to Volunteer Housing Development Corporation, Inc. (“Volunteer”) via Special Warranty Deed dated September 29, 2023, of record in Book 6397, page 185, in the Register’s Office for Sevier County, Tennessee; and

WHEREAS, Volunteer conveyed the Property to SAH via special Warranty Deed dated September 29, 2023, of record in Book 6397, page 189, in the Register's Office for Sevier County, Tennessee; and

WHEREAS, Lender is the holder of a Deed of Trust encumbering the Property dated \_\_\_\_\_, 2024, of record in Book \_\_\_\_\_, page \_\_\_\_\_, in the Register's Office for Sevier County, Tennessee; and

WHEREAS, the parties hereto desire to enter into this Second Modification Agreement to further modify the terms of the Agreement and the Modification Agreement.

NOW, THEREFORE, for and in consideration of the mutual duties and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement and Modification Agreement are hereby amended to provide that beginning on \_\_\_\_\_, 2054, the City shall have the absolute right and option to purchase the Property as improved, for the sum of One Hundred Dollars (\$100.00).

2. Should the Property be offered for sale by SAH prior to \_\_\_\_\_ 2054, the City shall designate an appraiser to determine the fair market value of the Property. Should SAH find the City's choice of appraiser unacceptable, SAH shall propose a different appraiser. Should the City find SAH's choice of appraiser unacceptable, the two appraisers selected by the parties shall confer and select a third appraiser, who shall appraise the Property. The appraiser conducting the appraisal pursuant to this paragraph shall place a value on the unimproved land and a separate value on the improvements, which values shall be final and binding upon the parties hereto. Upon sale of the Property by SAH, the City shall be paid at closing a sum equal to the value of the unimproved land, as determined by the appraiser.

3. All other terms and provisions of the Agreement and Modification Agreement not hereby modified shall remain in full force and effect.

4. This second Modification Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Second Modification Agreement to be executed by their duly authorized officers effective as of the date and year first above written.

**CITY OF SEVIERVILLE, TENNESSEE**

**SEVIERVILLE AFFORDABLE  
HOUSING, LLC**

By: \_\_\_\_\_  
Robert W. Fox, Mayor

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

Its: \_\_\_\_\_

\_\_\_\_\_  
(Lender)

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

Its: \_\_\_\_\_

**STATE OF TENNESSEE )**  
**)**  
**COUNTY OF SEVIER )**

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT W. FOX, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the MAYOR of the CITY OF SEVIERVILLE, TENNESSEE, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the CITY OF SEVIERVILLE, TENNESSEE by himself as Mayor.

WITNESS my hand and Official Seal at office in State and County aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public

My Commission Expires:\_\_\_\_\_

**STATE OF TENNESSEE           )**  
**)**  
**COUNTY OF SEVIER             )**

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him/herself to be the \_\_\_\_\_ of SEVIERVILLE AFFORDABLE HOUSING, LLC, the within named bargainor, and that he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of SEVIERVILLE AFFORDABLE HOUSING, LLC by him/herself as \_\_\_\_\_.

WITNESS my hand and Official Seal at office in State and County aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public

My Commission Expires:\_\_\_\_\_

**STATE OF TENNESSEE** )  
 )  
**COUNTY OF \_\_\_\_\_** )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged him/herself to be the \_\_\_\_\_ of \_\_\_\_\_ (Lender), the within named bargainor, and that he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of \_\_\_\_\_ (Lender) by him/herself as \_\_\_\_\_.

WITNESS my hand and Official Seal at office in State and County aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public

My Commission Expires:\_\_\_\_\_



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-006 –  
*1<sup>st</sup> reading* – An Ordinance to amend the zoning  
map of the City of Sevierville to rezone  
property located on 100 John L Marshall Drive  
from HDR to AC

**PRESENTATION:** As presented in the Staff report attached, Moon  
Bug Construction LLC requested the property, located on 100 John L  
Marshall Dr, Tax Map 061G, Group B, Parcel 049.00, be rezoned from High  
Density Residential (HDR) to Arterial Commercial (AC). The property was  
recently rezoned from Arterial Commercial (AC) to High Density  
Residential (HDR) and the current proposal would revert to the original  
zoning classifications.

**REQUESTED ACTION:** Approval of O-2024-006 on 1<sup>st</sup> Reading

**ORDINANCE NO. O-2024-006**

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT 100 JOHN L MARSHALL DR, TAX MAP 061G, GROUP B, PARCEL 049.00 FROM HIGH DENSITY RESIDENTIAL (HDR) DISTRICT TO ARTERIAL COMMERCIAL (AC) DISTRICT**

**BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SEVIERVILLE, TENNESSEE, THAT:**

**Section 1.** The Zoning Map of the City of Sevierville, Tennessee, be hereby amended by the rezoning a portion of property located at 100 John L Marshall Dr (Tax Map 061G, Group B, Parcel 049.00), from High Density Residential (HDR) District to Arterial Commercial (AC) District. Said property is more clearly identified on the attached map.

**Section 2.** This ordinance shall become effective five days from and after its final passage, the public welfare requiring it.

**APPROVED:** \_\_\_\_\_  
**Robbie Fox, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lynn K. McClurg, City Recorder**

**Passed on 1<sup>st</sup> reading:** \_\_\_\_\_

**Passed on 2<sup>nd</sup> reading:** \_\_\_\_\_

**Passed on 3<sup>rd</sup> reading:** \_\_\_\_\_

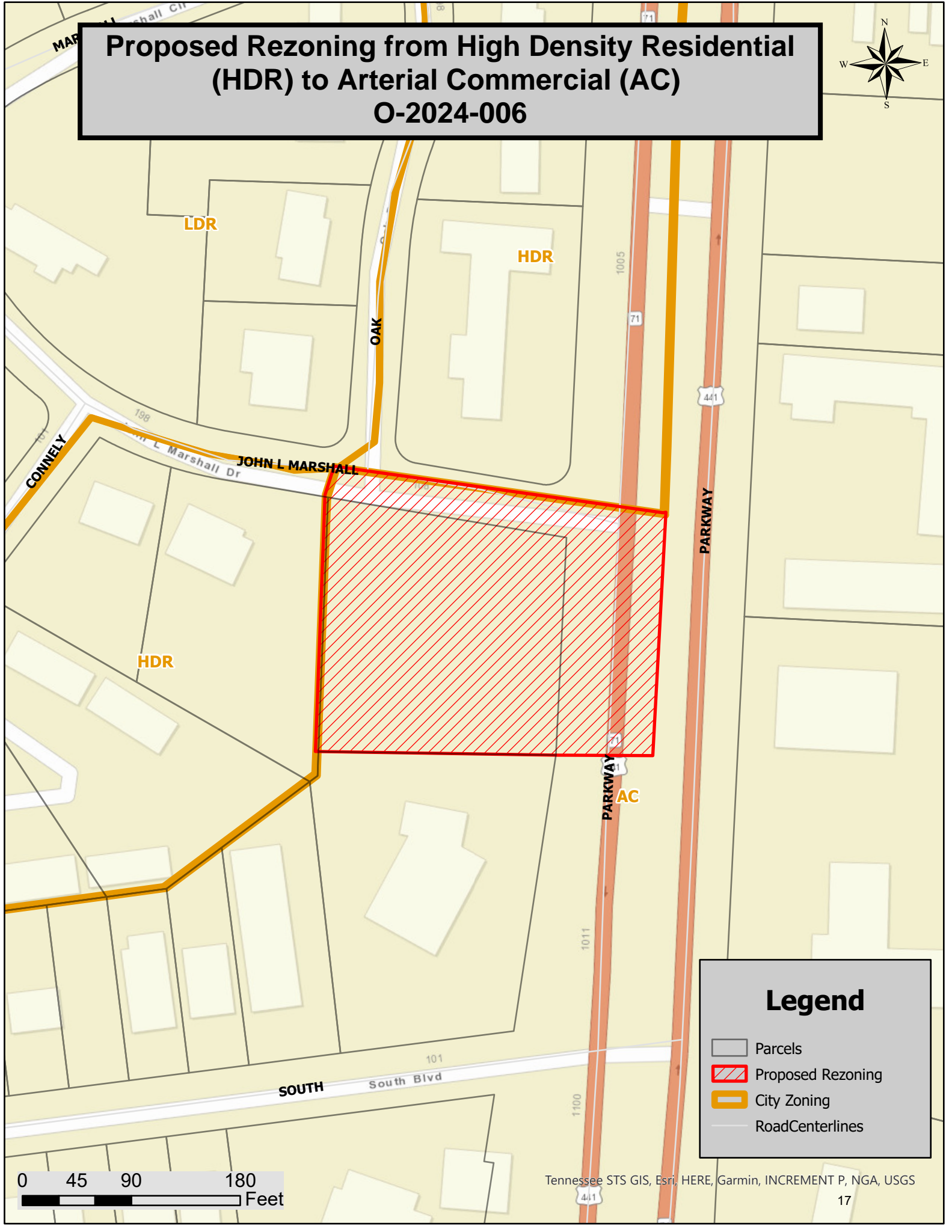


Development Department  
Staff Report to Planning Commission  
Rezoning Request – City of Sevierville  
100 John L Marshall Dr – Parcel 061G B 049.00

<p><b><u>Applicant:</u></b> Moon Bug Construction LLC</p> <p><b><u>Owners:</u></b> Moon Bug Construction LLC</p> <p><b><u>Staff:</u></b> Corey Divel and Kristina Rodreick</p> <p><b><u>Tax ID Number:</u></b> Tax Map 061G, Group B, Parcel 049.00</p> <p><b><u>Current Zone:</u></b> High Density Residential (HDR)</p> <p><b><u>Requested Zone:</u></b> Arterial Commercial (AC)</p> <p><b><u>Number of Lots:</u></b> 1</p> <p><b><u>Current Use:</u></b> Vacant</p> <p><b><u>Proposed Use:</u></b> Boutique Hotel</p> <p><b><u>Notification:</u></b> City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.</p> <p><b><u>Exhibits:</u></b> Application and Map</p>	<p><b><u>Request</u></b> Rezoning 1 parcel totaling 0.88 acres +/- from High Density Residential (HDR) to Arterial Commercial (AC)</p> <p><b><u>Background</u></b> Property is located within the City Limits</p> <p>The properties abutting the proposed rezoning area are as follows:</p> <p>North&amp; West – High Density Residential (HDR) used for residential</p> <p>South &amp; East – Arterial Commercial (AC) used for commercial</p> <p><b><u>Staff Comments</u></b> The immediate surrounding area is vacant and residential to the north and west. The area to the south and east is commercial.</p> <p><b><u>Public Comments</u></b> None to date.</p> <p><b><u>Staff Recommendation</u></b> The property is located off the Parkway and John L Marshall Road. It was originally zoned Arterial Commercial (AC) and was recently rezoned to High Density Residential (HDR) for multifamily. The request is to revert to the original Arterial Commercial (AC) zoning to construct a boutique hotel. Staff recommends approval.</p>
--	--



# Proposed Rezoning from High Density Residential (HDR) to Arterial Commercial (AC) O-2024-006



## Legend

- Parcels
- Proposed Rezoning
- City Zoning
- RoadCenterlines

0 45 90 180 Feet



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-007 –  
*1<sup>st</sup> reading* – An Ordinance to amend the zoning  
map of the City of Sevierville to rezone  
property on 109 River Mill Road from LDR to  
IC

**PRESENTATION:** As presented in the Staff report attached, Whaley  
Construction LLC requested the property, located on 109 River Mill Road,  
Tax Map 027, Parcel 006.00, be rezoned from Low Density Residential  
(LDR) to Intermediate Commercial (IC).

**REQUESTED ACTION:** Approval of O-2024-007 on 1<sup>st</sup> Reading

**ORDINANCE NO. O-2024-007**

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE,  
TENNESSEE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE,  
SECTION 14-201 TO REZONE PROPERTY LOCATED AT 109 RIVER MILL ROAD,  
TAX MAP 027, PARCEL 006.00 FROM LOW DENSITY RESIDENTIAL (LDR)  
DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT**

**BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE  
CITY OF SEVIERVILLE, TENNESSEE, THAT:**

**Section 1.** The Zoning Map of the City of Sevierville, Tennessee, be hereby amended by the rezoning a portion of property located at 109 River Mill Road (Tax Map 027, Parcel 006.00), from Low Density Residential (LDR) District to Intermediate Commercial (IC) District. Said property is more clearly identified on the attached map.

**Section 2.** This ordinance shall become effective five days from and after its final passage, the public welfare requiring it.

**APPROVED:** \_\_\_\_\_  
**Robbie Fox, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lynn K. McClurg, City Recorder**

**Passed on 1<sup>st</sup> reading:** \_\_\_\_\_

**Passed on 2<sup>nd</sup> reading:** \_\_\_\_\_

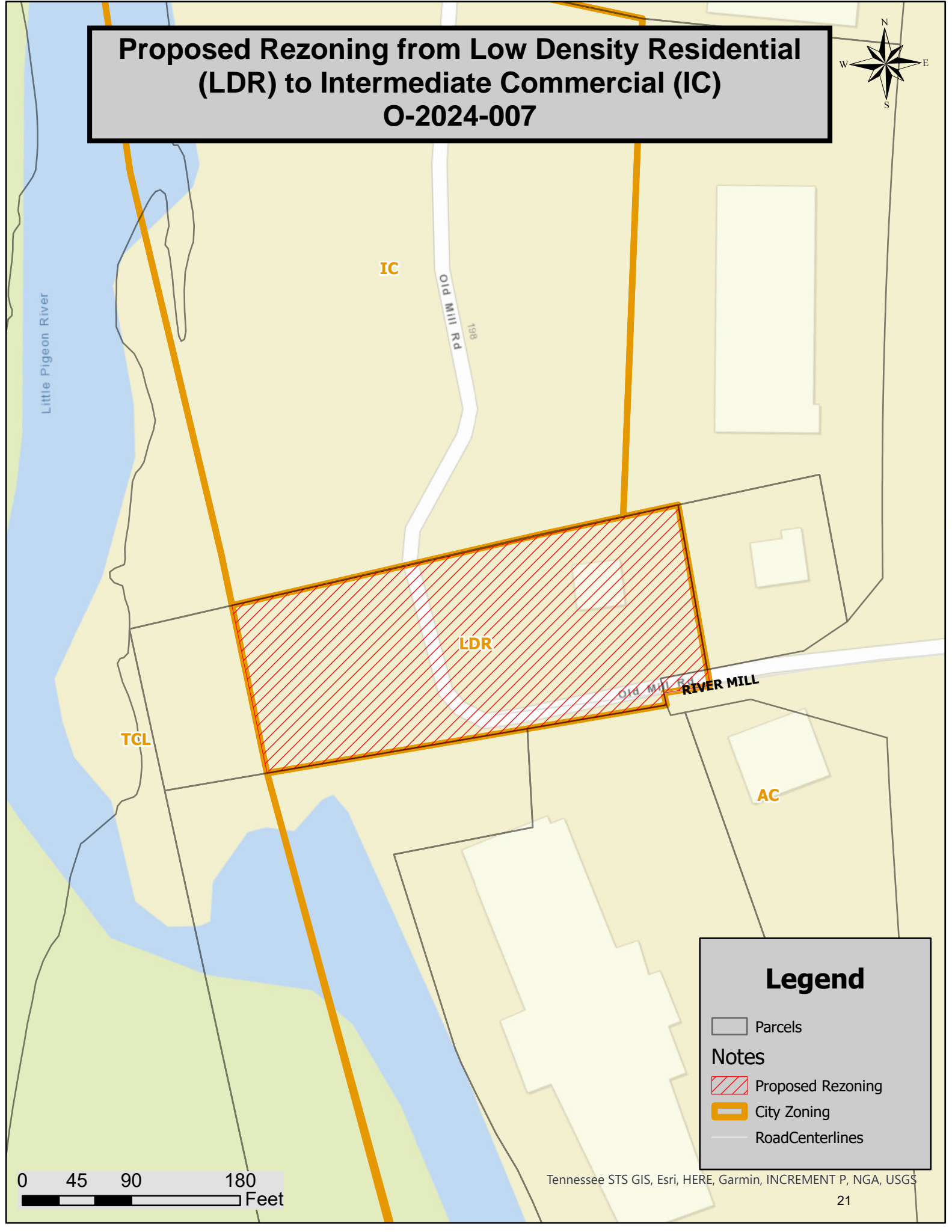
**Passed on 3<sup>rd</sup> reading:** \_\_\_\_\_



Development Department  
Staff Report to Planning Commission  
Rezoning Request – City of Sevierville  
109 River Mill Road – Parcel 027 006.00

<p><b><u>Applicant:</u></b> Whaley Construction LLC</p> <p><b><u>Owners:</u></b> Matthew Whaley</p>	<p><b><u>Request</u></b> Rezoning 1 parcel totaling 1.3 acres +/- from Low Density Residential (LDR) to Intermediate Commercial (IC).</p>
<p><b><u>Staff:</u></b> Corey Divel and Kristina Rodreick</p> <p><b><u>Tax ID Number:</u></b> Tax Map 027, Parcel 006.00</p> <p><b><u>Current Zone:</u></b> Low Density Residential</p> <p><b><u>Requested Zone:</u></b> Intermediate Commercial</p> <p><b><u>Number of Lots:</u></b> 1</p>	<p><b><u>Background</u></b> Property is located within the City Limits</p> <p>The properties abutting the proposed rezoning area are as follows:</p> <p>North – Intermediate Commercial (IC) used for commercial</p> <p>South &amp; East– Arterial Commercial (AC) used for commercial</p> <p>West- Tourist Commercial (TCL) used for the golf course</p>
<p><b><u>Current Use:</u></b> Residential</p> <p><b><u>Proposed Use:</u></b> Short-Term Rental</p>	<p><b><u>Staff Comments</u></b> The immediate surrounding area is zoned for commercial.</p> <p><b><u>Public Comments</u></b> None to date.</p>
<p><b><u>Notification:</u></b> City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.</p> <p><b><u>Exhibits:</u></b> Application and Map</p>	<p><b><u>Staff Recommendation</u></b> The property is located off River Mill Road, is currently zoned Low Density Residential (LDR) and is considered spot zoning. The request is to rezone to Intermediate Commercial (IC) for short-term rental. As the request will eliminate the spot zoning and make the site consistent with the surrounding zoning, staff recommends approval.</p>

# Proposed Rezoning from Low Density Residential (LDR) to Intermediate Commercial (IC) O-2024-007



## Legend

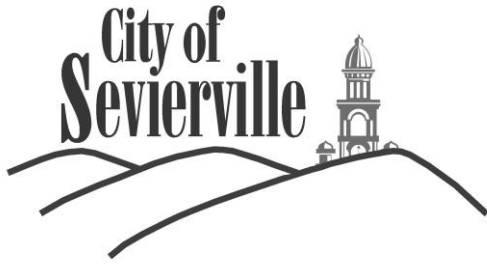
Parcels

### Notes

Proposed Rezoning

City Zoning

Road Centerlines



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of **Resolution R-2024-006** - A Resolution directing payment of various budgeted expenditures for fiscal year 2024.

**PRESENTATION:** City and State policies require that certain expenditures receive approval beyond the budget process before payment is made. Funding is available for each of the items listed in the fiscal year 2024 budget, which was approved via Ordinance O-2023-010 on June 19, 2023. The payments will be made as invoices are received, which may be monthly, quarterly, or annually.

**REQUESTED ACTION:** Approval of Resolution R-2024-006.

**RESOLUTION R-2024-006**

**DIRECTING PAYMENT OF VARIOUS BUDGETED EXPENSES  
FOR FISCAL YEAR 2024**

WHEREAS, the City of Sevierville Board of Mayor and Aldermen duly and lawfully passed Ordinance O-2023-010 appropriating funds for the various departments and capital projects for the fiscal period July 1, 2023 through June 30, 2024; and

WHEREAS, City and State policies require that certain expenditures receive approval by the BOARD OF MAYOR AND ALDERMEN before payment is made; and

WHEREAS, the following items are budgeted and sufficient funds are available to make payment;

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF MAYOR AND ALDERMEN of the CITY OF SEVIERVILLE, TENNESSEE:

SECTION 1: The BOARD OF MAYOR AND ALDERMEN authorize payment of the following appropriations:

110-41920-720	Helen Ross McNabb	\$ 30,000.00
110-41920-720	Safe Space	\$ 6,000.00
110-41920-720	SCSS Foundation	\$ 5,000.00
110-41920-730	Sevier County Cares	\$ 10,000.00

SECTION 2. This resolution shall become effective immediately after its passage, the Public Welfare requiring it. Dated this 18th day of March 2024.

APPROVED: \_\_\_\_\_  
Robbie Fox, Mayor

ATTEST: \_\_\_\_\_  
Lynn K. McClurg, City Recorder



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Contract with DataProse, LLC for Utility Bill Printing and Mailing Services

**PRESENTATION:** Proposals were publicly requested for utility bill printing and mailing services. After reviewing the proposals of four respondents, staff recommends a three-year contract with overall low-cost provider DataProse, LLC, with an option to renew for three additional one-year periods. As the current provider, DataProse has performed reliably and efficiently. Cost comparison analysis is based upon the combined standard monthly charges of the bill package and search and view bill features.

**REQUESTED ACTION:** Approval of contract for utility bill printing and mailing services with DataProse, LLC.



Utility Bill Printing and Mailing Services

Proposer	Bill Package* Per piece	NCOA Link Per piece	IMb Trace Per piece	Oversize Surcharge Per piece	Search and View Bill Per piece	Setup Fee	Add. Inserts Per piece	Bill Suppressions Per piece	Add. Programming Per Hour	Additional Information
DataProse	\$ 0.095	\$ 0.350	OFFERED	\$ 0.350	\$ 0.010	WAIVED	\$ 0.010	\$ 0.035	125.00	two month postage deposit
InfoSend, Inc.	\$ 0.113	\$ 0.300	OFFERED	\$ 0.350	\$ 0.010	WAIVED	\$ 0.010	NO RESPONSE	\$ 150.00	pricing subject to annual CPI increases after Year 1, postage deposit required
The Master's Touch, LLC	\$ 0.218	OFFERED	\$ 0.001	NO RESPONSE	NO RESPONSE	WAIVED	\$ 0.022	NO RESPONSE	NO RESPONSE	
Bluegrass	\$ 0.160	NO RESPONSE	NO RESPONSE	NO RESPONSE	NO RESPONSE	\$ 325.00	NO RESPONSE	NO RESPONSE	NO RESPONSE	

\* to include 8.5x11 perforated statement, 2 color, #10 window envelope, #9 return envelope, fold and insert



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Development Agreement with Kituwah, LLC for fifty (50%) percent of grant expenditures and Professional Services Agreement with Robert G. Campbell & Assoc., L.P. in the amount of \$83,334.26, for the FY 22 ARC Grant

**PRESENTATION:** Both contracts are related to the FY 22 Appalachian Regional Commission Grant for water and sewer improvements at the Smokies Gateway development. The Kituwah, LLC Development Agreement is for \$500,000, or at least fifty (50%) percent of grant expenditures. Engineering and design to be performed by Robert G. Campbell & Assoc., L.P. for \$83,334.26 under the Professional Services Agreement.

**REQUESTED ACTION:** Approval of both Agreements, with the requirement that funding of at least fifty (50%) percent of anticipated grant expenditures be received from the developer prior to execution of any contracts for engineering or construction.

## **DEVELOPMENT AGREEMENT**

This Agreement is entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Sevierville, Tennessee (the “City”), and Kituwah, LLC, a limited liability company organized pursuant to Chapter 55B of the Code of Ordinances of the Eastern Band of Cherokee Indians (“Kituwah”).

WHEREAS, Kituwah is the owner of certain real property located in Sevier County, Tennessee, as shown on the Plat of record in Book 45, Page 144, in the Register’s Office for Sevier County, Tennessee, a true copy of which is Exhibit A hereto (the “Property”); and

WHEREAS, Kituwah is developing a project on the Property known as the Gateway to the Smokies (the “Project”); and

WHEREAS, Kituwah intends to convey the Property to the Industrial Development Board of the City of Sevierville, Tennessee (the “IDB”) and to lease the property back from the IDB as part of a Payment in Lieu of Taxes (PILOT) transaction; and

WHEREAS, the City has obtained a grant from the Appalachian Regional Commission (the “2022 Grant”) to obtain funding to construct water and sewer improvements (the “System”) to serve the Project. The 2022 Grant is more particularly described in Exhibit B hereto; and

WHEREAS, the City and Kituwah desire to enter into this Agreement regarding the financing, design and construction of the System.

NOW, THEREFORE, in consideration of mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Kituwah shall, at its sole expense, cause all plans and specifications necessary for construction of the System to be created (the “Plans”). The Plans shall be created in consultation with the City, and shall be subject to the City’s approval, which approval shall not be unreasonably withheld. The Plans shall be submitted to the City for review by no later than \_\_\_\_\_.

2. Upon completion and final approval of the Plans, the City may, in its sole discretion, undertake to construct the System. In the event that the City proceeds with construction, the City shall be responsible for all administration of the Grants, and for soliciting bids and contracting for construction of the System. Before the City begins soliciting bids, Kituwah shall pay the City the matching funds portion in the amount of \$505,011.00 for the 2022 Grant. In the event that the City does not proceed with construction of the System, the matching funds will be refunded to Kituwah, without interest. In the event that the City does proceed to construct the System, Kituwah shall pay all costs of construction over and above the \$500,000.00 amount of the Grant. The City in its sole discretion, may require Kituwah to post a bond or to provide other security sufficient, in the City’s reasonable judgment, to secure Kituwah’s payment of construction costs.

3. If constructed, the System shall be owned and maintained by the City.

4. The parties agree and understand that the City, in its sole discretion, may decide to proceed or not proceed with soliciting bids and/or constructing the System for any reason.

5. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute one and the same instrument. It is expressly agreed that copies of the executed signature pages may be sent by telefax or electronic communication, including e-mail, between the Parties and that such signatures, when received, shall be effective as original signatures for all purposes.

**CITY OF SEVIERVILLE**

**KITUWAH, LLC**

\_\_\_\_\_  
Robbie W. Fox, Mayor

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

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Lynn K. McClurg, City Recorder

Date: \_\_\_\_\_

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **February 1, 2024** ("Effective Date") between the **City of Sevierville** ("Owner") and **Robert G. Campbell & Assoc., L.P.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Exit 407 Gateway to the Smokies Pump Stations and Force Main – RGC Project No. 21232** ("Project").

Engineer's services under this Agreement are generally identified as follows: **Provide Survey, Design Engineering, and Contract Administration Services necessary for the construction of two pump stations, approximately 4,300 LF of 6 inch force main approximately 3,500 LF of 8-inch gravity sanitary sewer, including approximately 180 manholes to serve the Phase II and Phase III area for the new and expanding Exit 407 - Gateway to the Smokies development – actual design to depend on budget available and Phase 2 will be the priority** ("Services").

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

**1. A Lump Sum amount for each of the following services:**

- a. **Survey (site and water line) - \$28,292.00**
- b. **Sewer design including SWPPP and providing information to Sevierville for bidding. 80% of the fee to be paid when project is ready to bid. The remainder to be paid after project award - \$52,542.26**

**2. In addition to the Lump Sum amount, reimbursement for the following expenses:**

- a. TDEC water/sewer fee – \$2,500 (not to exceed)

- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

**1. For cause,**

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

- b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any



services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Sevierville

Engineer:

By:

By:



Print name: Robert W. Fox

Print name: Robert G. Campbell, PE

Title: Mayor

Title: President

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

Date Signed: 2/9/2024

Engineer License or Firm's Certificate No. 105841

State of: Tennessee

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

120 Gary Wade Blvd.

7523 Taggart Lane

Sevierville, TN 37862

Knoxville, TN 37938

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated February 1, 2024.

---

**Engineer's Standard Hourly Rates**

---

*A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

*B. Schedule of Hourly Rates:*

<b>2023 RATE SCHEDULE FOR PROFESSIONAL SERVICES</b>	
<b>EMPLOYEE TYPE</b>	<b>HOURLY RATE RANGE</b>
Principal	\$210.00
Sr. Engineer	\$180.00
Project Engineer	\$120.00
Engineer Intern	\$75.00 to \$95.00
Two Person Survey Crew	\$135.00
Survey Coordinator	\$120.00
Survey Technician	\$80.00
Construction Manager	\$125.00
Inspector	\$110.00
Clerical	\$70.00

[illegible]

## EXHIBIT B

**Grant Title:** 2022 Appalachian Regional Commission (ARC) – Gateway to the Smokies

Status: Contracted

Submitted BY: East Tennessee Development District (ETDD)

Grant Period: 07.01.2022 – 06.30.2025

Total Grant Budget: \$1,005,011.00

City Match Amount: \$505,011.00

Grant Amount: \$500,000.00

BMA Approval Date: August 16, 2021

Scope of work as contracted: The Grantee shall utilize grant funds to install approximately 2,550 feet of gravity sanitary sewer, connecting two pump stations and associated force mains to increase the wastewater capacity to support the new “Gateway to the Smokies” business and retail center in the City of Sevierville.

The grant as applied for was intended to cover Phase I work that was completed pre-grant and cannot be reimbursed through these grant funds. There is additional work that can qualify for reimbursement if ARC approves an amended scope of work.



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of the 2024-2025 Sevierville Tourism Marketing Plan.

**PRESENTATION:** The Sevierville Chamber of Commerce presents the 2024-2025 Marketing Plan in order to advertise, promote travel to Sevierville and generate a positive economic impact in the City.

**REQUESTED ACTION:** Approval of the 2024-2025 Sevierville Tourism Marketing Plan.





**2024-2025 Sevierville Tourism Marketing Plan**

**Presented by the Sevierville Chamber of Commerce**

## **MARKETING, ADVERTISING & MEDIA**

The Sevierville Chamber of Commerce plans an extensive advertising schedule annually based on visitor trends, research data and input from the marketing committee. Ad creative for each placement is customized to the type of media, demographics and editorial calendars of each advertising placement.

Staff continues to utilize research programs such as Arrivalist and Zartico to better monitor and understand the movement of visitors within key markets and most effectively time campaigns.

### **GOALS:**

- Maintain destination-positive messaging always.
- Promote travel to Sevierville in a responsible way to generate a positive economic impact in the city.
- Continue to increase the number of web site visits to VisitSevierville.com.
- Continue to track Sevierville's advertising programs for effectiveness, reach, and return on investment.

### **STRATEGIES:**

- Promote travel to Sevierville in key feeder markets and continue to drive awareness in expansion markets.
- Use the strengths of Sevierville, including new tourism offerings, such as the continued evolution of downtown Sevierville area and major developments near the interstate, drivability, and the value associated with vacationing here, to promote visiting Sevierville.
- Utilize available research platforms such as Arrivalist and Zartico to:
  - Better understand the spending and vacation habits of Sevierville's visitors and more closely target our key market segments
  - Identify and test potential untapped markets
  - Measure the efficiency and effectiveness of advertising programs
  - Understand the movement of potential visitors from our key feeder markets
- Utilize research platforms such as STR to monitor the performance of Sevierville's hotels as benchmarked against competitive destinations.
- Utilize credit card data available through research platform Zartico to understand the spending habits of our guests.
- Utilize social media to promote brand awareness, increase visitor loyalty to Sevierville, and drive web traffic to VisitSevierville.com.
- Continue use of billboard advertising to promote brand awareness of Sevierville and exit 407.
- Continue to participate in co-op advertising with the State of Tennessee, Smoky Mountains Tourism Development Council, the Sevierville Convention Center and major attractions through appropriate media outlets.
- Explore new cooperative advertising opportunities.
- Continue to advertise and promote Sevierville in key expansion markets based on research.

**Top Markets:**

Sevierville's top markets are:

- 1) Nashville, TN
- 2) Atlanta, GA
- 3) Greenville / Spartanburg / Asheville
- 4) Birmingham, AL
- 5) Chattanooga, TN
- 6) Charlotte, NC
- 7) Cincinnati, OH
- 8) Tri-Cities, TN/VA
- 9) Huntsville / Decatur, AL
- 10) Lexington, KY

**Expansion Markets:**

Based on research to identify markets most likely to generate new visitors to Sevierville, the selected expansion markets for 2024-25 are:

- 1) Chicago, IL
- 2) Detroit, MI
- 3) Charleston / Huntington, WV
- 4) Washington D.C. / Hagerstown, MD
- 5) Columbia, SC
- 6) Mobile / Pensacola, FL
- 7) Tampa- St. Petersburg, FL
- 8) Orlando, FL
- 9) Jacksonville, FL
- 10) Lexington, KY

## Sevierville's paid media advertising campaign

2024- 2025 Media Flow Chart

### DIGITAL ADVERTISING

	JUL 2024	AUG	SEP	OCT	NOV	DEC	JAN 2025	FEB	MAR	APR	MAY	JUN
Orlando												
Tampa												
Jacksonville												
Chicago												
Charlotte												
Raleigh- Durham												
Washington-Hagerstown												
Columbus												
Cleveland-Akron												
Indianapolis												
Atlanta												
Nashville												
Charleston-Huntington												
Mobile-Pensacola												
Columbia, SC												
Lexington												
Louisville												
Huntsville- Decatur												
Greensboro- High Point- Winston-Salem												
Tri-Cities, TN/ VA												
Birmingham												
Greenville/Spartanburg/Asheville												
Cincinnati												
Dayton												
Roanoke-Lynchburg												
Detroit												

Sevierville's digital media campaign includes a combination of targeted display and content advertising as well as a paid search campaign.

2024- 2025 Media Flow Chart

### TELEVISION ADVERTISING

	JUL 2024	AUG	SEP	OCT	NOV	DEC	JAN 2025	FEB	MAR	APR	MAY	JUN
Atlanta												
Birmingham												
Charleston -Huntington												
Charlotte												
Chicago												
Cincinnati												
Greenville/Spartanburg/Asheville												
Huntsville- Decatur												
Indianapolis												
Jacksonville												
Lexington												
Louisville												
Nashville												
Roanoke-Lynchburg												
Washington DC												

Sevierville's television advertising campaign includes spot television and Streaming Over the Top (OTT) ad placements in key markets for spring and summer 2025.

## 2024- 2025 Media Flow Chart

### PRINT ADVERTISING

Publication	JUL 2024	AUG	SEP	OCT	NOV	DEC	JAN 2025	FEB	MAR	APR	MAY	JUN
AAA World: Mid-Atlantic/Midwest												
AJC Outdoor Adventure												
AJC Destination Spotlight												
AJC Fall Travel Guide												
AJC Spring Travel Guide												
AJC Main News												
American Road												
Convention South Directory												
Convention South Planning Guide												
Cooking with Paula Deen												
Garden & Gun												
Group Tour Magazine												
Groups Today												
Our State												
PPM- Nashville Predators Yearbook												
PPM- USA Today Go Escape Southeast												
PPM- USA Today Go Escape Winter												
PPM- USA Today Hunt & Fish												
PPM- Tennessee Titans Yearbook												
PPM- SEC Championship Football Program												
PPM- Tennessee Football Program												
PPM- South Carolina Football Yearbook												
PPM- Missouri Football Yearbook												
PPM- University of Mississippi Yearbook												
PPM- Kentucky Football Yearbook												
PPM- Georgia Football Yearbook												
PPM- Arkansas Football Yearbook												
PPM- Alabama Football Program												
PPM- Texas A&M Football Program												
PPM- Mississippi State Football Yearbook												
PPM- LSU Football Program												
PPM- Auburn Football Program												
PPM- Music City Bowl												
PPM- Tennessee Basketball Yearbook												
PPM- SEC Championship Basketball Program												
PPM- BMW Championship Program												
PPM- PGA Championship Program												
PPM- Rocket Mortgage Classic												
PPM- Wells Fargo Championship												
PPM- World Series Program												
PPM- MLB Atlanta Braves Yearbook												
PPM- MLB Cincinnati Reds Yearbook												
Small Market Meetings												
Smoky Mountain Living												
SYTA's Teach & Travel - Serendipity												
The Angler												
The Local Palate												

Sevierville's print advertising campaign focuses on publications that reach our target market and reinforce Sevierville's digital and television messaging.

As always, Sevierville Chamber of Commerce staff will actively monitor advertising campaigns, messaging and planned events throughout the year and adjust them as needed to maximize effectiveness.

## **Special Events**

In addition, the Sevierville Chamber of Commerce plans to produce or host the following visitor-focused events within the next year:

History & Haunts – October 17, 2024

61<sup>st</sup> Annual Sevierville Christmas Parade – December 7, 2024

Rose Glen Literary Festival – February 22, 2025

Sevierville's Bloomin' BBQ Music & Food Festival – May 16 & 17, 2025

Sevierville's Smallmouth King Bass Tournament – June 7 & 8, 2025



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of expenses over \$10,000  
for a Replacement Emergency Back-up Generator.

**PRESENTATION:**

<b><u>Expense Description</u></b>	<b><u>Vendor</u></b>	<b><u>Cost</u></b>
Consider approval for purchase of a Replacement Emergency Back-up Generator for shared communications site located at Burr ridge Drive. The current back-up generator for our communications site supporting Fire, Police, Golf, and Public Works has become obsolete and unreliable. Total cost to include shipping, installation, and removal to be divided between Fire and Police Department budgets not-to-exceed \$25,000.	Taylor Power Systems	\$15,180

**REQUESTED ACTION:** Approval of the expenses.

**City of Sevierville**  
**P.O. Box 5500 Sevierville, TN 37864-5500**  
**(865) 453-5504**



## BID TABULATION FORM

PO #: \_\_\_\_\_  
 Date: 3-8-2024 By: D.Curd

### Public Works

Public Works				Bidder Name		Bidder Name		Bidder Name	
Vendor				Taylor Power Systems		All Power Generators		Nixon / Kohler Power Systems	
Telephone				615-925-1590		847-516-8882		615-663-8628	
Quote By				Edward Zachary		Internet Quote		Colin Turnbull	
Item #	Description	Quantity	Unit \$	Total Price	Unit \$	Total Price	Unit \$	Total Price	
	30KW Generator		\$	15,180.00		\$	17,140.00	\$	23,876.00
	200amp Transfer Switch								
			\$	-		\$	-	\$	-
			\$	-		\$	-	\$	-
			\$	-		\$	-	\$	-
Total Bid			\$	15,180.00	\$	17,140.00	\$	23,876.00	
F.O.B.									
Delivery Time									





## Sales Quote

Quote: TPS-Q-27050-1  
Date: February 26, 2024  
User: Edward Zachary



## Taylor Power Residential Series 30kW LP & 30kW NG Generator



## Sales Quote

Quote: TPS-Q-27050-1  
Date: February 26, 2024  
User: Edward Zachary

Radio Tower  
City of Sevierville

David Curd  
Phone:  
Email: Dcurd@seviervilletn.org  
Terms: Due Upon Receipt

Taylor 30kW LP & 30kW NG Residential Series  
EPA Stationary Standby, 120/240V Single Phase, 60 Hz

Quantity: 1

### Unit Features

Steel Enclosure, Liquid Cooled, Briggs & Stratton Controller, Battery Charger, Block Heater, 5-Year Warranty

200 Amp Service Entrance Rated Symphony II Automatic Transfer Switch

Freight Included to Site; Offloading by Others.

**Lead Time:** Estimated completion of this product is approximately 6 - 10 weeks after order process is completed. Please note lead times are subject to change; completion date may vary.



Sales Quote

Quote: TPS-Q-27050-1  
Date: February 26, 2024  
User: Edward Zachary

Terms & Conditions

**Note:** Quoted price does not include any applicable taxes, fees, or rigging.

**Terms:** Net 30 days with approved credit from date of invoice, otherwise COD. A 1.5% finance charge will be applied to all past due accounts. No retainage Allowed. Taylor Power Systems, Inc. is a manufacturer and not a contractor. Payment must be prompt and complete subject to Terms of Payment.

**Shipment:** If a completed product remains at Taylor Power Systems' Clinton, Mississippi facility longer than 30 days from the date of initial invoice, a \$500 storage fee will be applied per unit every 30 days until shipment of the product. Taylor Power Systems' responsibility of a product ceases with the transfer of said product to a transportation carrier. Claims for damage in transit must be made by the customer against the carrier. It is the responsibility of the customer to inspect the product before acceptance from the carrier for any damages that may occur during shipment.

\*Quote valid for **15** days. Created on **February 26, 2024**

\*Only items listed in quotation are included in price.\*

\*Orders are non-cancelable.\*

\*Freight not included, unless otherwise noted in the preceding quote.\*

\*An extra 1.95% is applied to all credit card charges.\*

**Net Price:** ..... **\$ 15,180.00**

Thank you for this opportunity and please contact me if you have any questions or need additional information.

Sincerely,

Edward Zachary

Phone: 615-925-1590

ezachary@taylorpower.com

Purchaser:

Company:

Signature:

Title:

Date:



### Manufacturer's Basic Limited Warranty

This Taylor Power Systems Standby Generator System has been manufactured and inspected with care by experienced craftsmen. If you are the original purchaser, Taylor Power Systems, Inc. warrants for two years or 1500 hours, whichever occurs first, that the system will be free from defects in material and workmanship if properly installed, maintained, and operated in accordance with Taylor Power Systems, Inc. instruction manuals. A Taylor Power distributor, dealer, or authorized representative must perform startup inspection/warranty registration, and warranty repairs.

During the warranty period, repair or replacement at Taylor Power's option will be furnished free of charge for parts and labor, provided an inspection to Taylor Power's satisfaction discloses a defect in material and workmanship, and provided that the part or parts are returned to Taylor Power warranty department, if requested.\*

This warranty does not apply to malfunctions caused by damage, unreasonable use, unapproved modifications, misuse, abuse, or normal wear and tear while in your possession.

\*Some restrictions may apply. Contact your Taylor Power Systems distributor/dealer for full details.

### Warranty Periods

#### 1. Emergency or Standby Duty

Standby generators must be permanently installed, properly enclosed, ventilated, and used as back up to the normal power source.

The warranty period is 24 months from date of startup by the first owner/user or 1500 hours of operation, limited to a maximum of 750 hours in the first year.

#### 2. Continuous or Prime Duty

Continuous or prime power service describes operation in a permanent or mobile application where no other source of power is generally available. Rental sets, and specific products for irrigation and refrigeration meet this criteria. Cogeneration and peak shaving installations are considered prime power.

The warranty period is 12 months from date of startup by the first owner/user or 3000 hours of operation, whichever is shorter.



## Sales Quote

Quote: TPS-Q-27050-1  
Date: February 26, 2024  
User: Edward Zachary

### Limited Warranty Conditions

Before there is any protection under this Limited Warranty, the distributor/dealer must: complete the Taylor Power Systems Warranty, Startup Validation Inspection form and return it to Taylor Power Systems within 30 days of the startup date. In addition, this Limited Warranty is not valid or enforceable unless all supporting maintenance records are kept on file with the end user and made available upon request from factory, the generator set is routinely exercised in accordance with operating instructions, and the installation meets the general guidelines, standards, and recommendations as laid out in the Installation Guide provided with the product and all local standards and codes applicable in the location of installation.

#### Engine Manufacturers Warranty:

The engine manufacture issues its own separate warranty covering the engine's performance and parts. In the event of an engine related failure, Taylor Power Systems, Inc. can refer you to an engine authorized service center.

Travel shall be allowed up to a maximum of 300 miles round trip and a maximum of 7 hours travel time.

Taylor Power Systems, Inc. will provide replacement parts to claimant's location within the United States. If claimant is located outside the continental United States, all parts shipments are FOB point of debarkation. In the event warranty repairs are affected outside the boundaries of the United States of America, Taylor Power Systems, Inc. is not responsible for any duties, taxes, or associated charges as may be applicable in accordance with the regulations of the country where such warranty repair is performed.

TAYLOR POWER SYSTEMS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND including, but not limited to, injury to individuals, personal property, or business losses due to down time, installation charges, telephone charges, or transportation charges in connection with the replacement or repair of defective parts or damages resulting from outside influences (e.g. lightning, power surge, or pest damage).

THIS IS OUR EXCLUSIVE WRITTEN WARRANTY. We make no other express or implied warranty nor is anyone authorized to make any on our behalf.

ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



## Sales Quote

Quote: TPS-Q-27050-1  
Date: February 26, 2024  
User: Edward Zachary

### The following will not be covered by this warranty:

1. Normal engine wear, routine tune-ups, tune-up parts, adjustments, installation charges, startup cost, improper startup inspection, and periodic service.
2. Damage caused by accidents, improper installation (unless installed by Taylor Power Systems, Inc.), shipping and handling, or improper storage.
3. Damage caused by operation with improper fuel or at speeds, loads, conditions, modifications, or installation contrary to published specifications or recommendations.
4. Damage caused by negligent maintenance such as:
  - a. Failure to provide the specified type and sufficient lubricating oil.
  - b. Failure to provide sufficient coolant, cooling air and to keep the air intake and cooling fin areas clean.
  - c. Failure to service the air cleaner.
  - d. Failure to perform scheduled maintenance as prescribed in supplied manuals.
  - e. Fuel Contamination (including water etc.).
  - f. Improper use of starting aids
6. Labor and travel expenses related to starting batteries.
7. Engine coolant heaters, heater controls, and circulating pumps after the first year.
8. Rental equipment including neither replacement generators nor any other equipment (cranes, trucks, etc.) needed during performance of warranty repairs.
9. Parts purchased from sources other than Taylor Power. Replacement of a failed Taylor Power part with a non-Taylor Power part voids warranty on that part.
10. Engine fluids such as fuel, oil, or coolant/antifreeze.
11. Shop supplies such as adhesives, cleaning solvents, and rags.
12. Expenses incurred investigating performance complaints unless the problem is caused by defective Taylor Power materials or workmanship.
13. Maintenance items such as fuses, filters, spark plugs, loose/leaking clamps, batteries and adjustments.
14. Any overtime travel or labor to make repairs under warranty.
15. Any special access fees or additional cost required to gain access to Taylor Power Systems, Inc. equipment, including but not limited to any training or safety policy requirements to gain access.
16. Trailer lights, wiring, and brakes.

Purchaser:

Company: ADEPT INC.

Signature:

Date:

Title:

Free Shipping\* & Liftgate + Free Tech Support for Life



Search by Product Name, Keyword or Part #



Mon - Fri 8am - 5pm CST  
(847) 516-8882



ACCOUNT





CART

2

[HOME](#) [ABOUT US](#) [KNOWLEDGE BASE](#) [MY ACCOUNT](#) [CUSTOMER SERVICE](#) [BLOG](#) [MAINTENANCE GUIDES](#) [FINANCING](#)

[Home](#) / [Your Cart](#)

## Cart (2 items)

Item	Price	Quantity	Total
 ASCO 300 Series 200A 1ph 2 Pole Open Transition Automatic Transfer Switch Select an Enclosure and Accessory Set: NEMA 1 Enclosure with Feature Bundle and Relay Expansion Module Availability: Special Order - Estimated to Ship in 5-7 Weeks <a href="#">Change</a>	\$3,141.00	<input type="text" value="1"/>	\$3,141.00
 Briggs & Stratton 076880 Fortress 30kW 1ph-120/240V Generator	\$13,999.00	<input type="text" value="1"/>	\$13,999.00

### Summary

[Continue Shopping](#)

Subtotal: \$17,140.00

Shipping: \$0.00

Tax: \$1,374.18

Coupon Code: [Add Coupon](#)

**Grand Total: \$18,514.18**

David Curd  
Facilities Manager  
City of Sevierville  
865-868-0939 - office  
865-680-4426 - mobile  
[dcurd@seviervilletn.org](mailto:dcurd@seviervilletn.org)

To: Sevierville Radio Tower

From: **Colin Turnbull**  
*Power Systems Sales Engineer*

1612 Highway 75  
 Blountville, TN 37617  
 Mobile: 615-663-8628  
[cturnbull@nixonpower.com](mailto:cturnbull@nixonpower.com)  
 Visit us online @ [www.nixonpower.com](http://www.nixonpower.com)

## Generator



### Kohler Model: 30CCL

This gas generator set equipped with a 4E8.3 alternator operating at 120/240 volts is rated for 30kW/30 kVA. Output amperage: 125

Qty	Description
	30CCL Generator System

1	30CCL Generator Set <b>Includes the following:</b> Literature Languages Approvals and Listings Engine Nameplate Rating Voltage Alternator Controller Enclosure Type Enclosure Material Starting Aids, Installed Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed Electrical Accy.,Installed Rating, LCB 1 Amps, LCB 1 Trip Type, LCB 1 Interrupt Rating LCB 1 Fuel Lines, Installed Miscellaneous Accy,Installed Miscellaneous Accy,Installed
---	---

English
UL2200 Listing/cUL Genset List
30CCL, NFPA, NG, Standby
Standby 130C Rise
60Hz, 120/240V, 1Ph, 3W
4E8.3, 1Ph, Brushless
APM402
Sound
Aluminum
500W, 120V, 1Ph
Battery, 1/12V, Wet
Battery Charger, 10A
Run Relay
2 Input/5 OutputModule
100% Rated
125
Thermal Magnetic
18kA at 480V
Flexible Fuel Lines
Air Cleaner Restriction Ind.
Coolant in Genset



	Warranty	Standard
	Total unit length in inches	93
	Total unit width in inches	40
	Total unit height in inches	53
	Total unit weight (lbs)	1,500
	Weight/Dimensions Disclaimer *	Estimates-Not for Construction
1	NEC Remote, E-Stop	
1	Lit Kit, General Maint, 30CCL	
1	RSA III, Annunciator only	

## Automatic Transfer Switch



### Kohler Model: KSS-AFNC-0200S

2 Pole, 3 Wire, Solid Neutral, 200 amp, Kohler  
Specific Breaker rated Standard automatic transfer  
switch, Model KSS-AFNC-0200S, rated 240V, 60 Hz  
complete with all standard equipment and housed in a  
NEMA Type 3R enclosure.

#### Qty

#### Description

1

ATS KSSB Transfer Switch System

KSS-AFNC-0200S

#### Includes the following:

Literature Languages	English
Mechanism	Specific Breaker
Transition	Standard
Logic	1200
Voltage	240V / 60 Hz
Poles & Wires	2 Pole/3 Wire, Solid Neutral
Enclosure	Nema 3R
Amps	200 Amps
Connection	Standard
IBC Seismic Certification	None
CSA Certification	None
Miscellaneous Acc.,Installed	Input/Output Module, Qty 1
Miscellaneous Acc.,Installed	Lockable User Interface Cover
Warranty	1-YR STANDARD

1

Lit Kit, ATS Production, KSS

---

## Clarifications

---

### Clarifications

#### RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

PE stamped enclosures, stairs, or catwalks not offered.

Current Lead Time: **16-18 Weeks.**

### Freight

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

### Distributor Startup

**A FACTORY TRAINED TECHNICIAN** shall perform startup inspection per NFPA 110, 4hr Load Bank Test, 2hr Building Load Test and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included, and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm. We can perform start up after hours and weekends at additional cost.

### Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

### Quote Based On

Customer request

Sourcewell Information (Share with Sourcewell Member as follows, including contract number   maturity date)				
KOHLER Awarded Contract: 09222-KOH		KOHLER Contract Maturity Date: 11/22/2026		
Model	Kohler List Price (Each)	Sourcewell Member Discount (% = \$)	Sourcewell Member Total Price FOB Factory	Qty.
30CCL	\$25,223.00	30% (\$7,566.90)	\$17,656.10	1
KSS-AFNC-0200S	\$3,926.00	30% (\$1,177.80)	\$2,748.20	1
Freight	\$1,169.79	5% (\$58.49)	\$1,111.30	1
Startup	\$2,484.63	5% (\$124.23)	\$2,360.40	1
		Total Sell Price	\$23,876.00	

Price does not include any applicable taxes or installation

Due to market volatility pricing is valid for 30 days

**OFFER ACCEPTANCE**

I hereby authorize Nixon Power Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0027070048, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

**Proposed by:**

Company Nixon Power Services

Print Name: Carter Hunsucker

Title: Inside Sales Engineer

Signature: *Carter Hunsucker*

Date: 03/08/2024

**Accepted by:**

Company: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Agreement between the City and AYSO Youth Soccer for use of soccer fields on WSCC Sevier Campus.

**PRESENTATION:** AYSO Youth Soccer approached the City about providing services for mowing and lining fields at the WSCC Sevier Campus facility. This Agreement would be consistent with other similar groups. AYSO Soccer will pay the City for lining and mowing the fields used.

This is recommended by the Parks and Recreation Advisory Committee and has been reviewed by the City Attorney and Risk Coordinator.

It should be noted that WSCC must allow approval of this arrangement and that approval is being sought at this time.

**REQUESTED ACTION:** Approval of Agreement between the City and AYSO Youth Soccer as presented.



## **Agreement for Use of Soccer Fields**

This Agreement is made effective March 18, 2024, by and among the City of Sevierville, Tennessee (the “City”), AYSO Region 440 (AYSO), Walters State Community College (WSCC) and Northview Optimist Park.

WHEREAS, the City and the WSCC have established the terms and conditions under which WSCC will allow City of Sevierville to maintain fields at the WSCC-Sevier Campus and for AYSO to program and use soccer fields located on WSCC property and at Northview Optimist Park for practices and games.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties have agreed as follows:

1. **Scheduling**. AYSO shall submit to the City’s Director of Parks and Recreation (the “Director”) a proposed schedule of use of the soccer fields, including a detailed schedule for each date, setting beginning and ending times. The schedule shall be submitted and attached to this Agreement. WSCC and Northview Optimist Park soccer fields shall be used for soccer practices and games, all of which must be included in the final schedule agreed on by the parties. No private lessons shall be conducted on any field. No proposed activities shall take place unless approved by the Director or his designee.
2. **Security**. AYSO shall be responsible for the daily management and administering of the security plan on WSCC property. The Security Plan is attached hereto as Exhibit A and incorporated by reference herein.
3. **Maintenance of Grounds**. The City shall be responsible for general maintenance of the soccer fields from March 18, 2024, through October 31, 2024. For purposes of this Agreement, “general maintenance” includes, but is not necessarily limited to, having 5 fields mowed, and grounds maintained regularly, removal of all trash or waste related to soccer activities, and preparing fields for soccer events. AYSO shall reimburse the City of Sevierville Department of Parks and Recreation at the amount of \$ 35 per field per week to cover the cost for general maintenance during the term of this Agreement. There will also be an \$80 per field per season setup fee to lay out each field from scratch, if desired by user.
4. **Insurance**. AYSO shall carry at its own expense general liability insurance, including coverage for bodily injury and property damage. The minimum limits of general liability insurance for bodily injury, including death, and property damage shall be \$1,000,000 combined single limit. Such insurance will be for the joint benefit of the City and AYSO and shall name the City and WSCC as Additional Insureds. All such policies shall provide that the City shall be given at least 30 days’ notice of cancellation. This Agreement shall not become effective until AYSO has furnished the City satisfactory proof of such insurance.
5. **Indemnification**. Regardless of insurance, AYSO shall indemnify and save the City free and harmless of any and all claims, actions, damages, expenses (including without limitation reasonable attorneys’ fees) and liability whatsoever arising out of or in any

way connected with injury (including death) or property damage to any person, firm, corporation or other entity, including the City, arising directly or indirectly from the use or occupancy of the WSCC property, or any part thereof, by AYSO its agents, contractors, employees, invitees, event participants and spectators.

6. **Relationship of the Parties.** The provisions of this Agreement are not intended to create and shall not be deemed or construed to create any joint venture, partnership, or other relationship between the City and AYSO other than that of independent entities contracting with each other solely for conducting the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be deemed to be the agent, employee, or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, except as otherwise provided in this Agreement.
7. **Term of Agreement/Termination.** This Agreement shall begin on March 18, 2024, and end October 31, 2024. The City or AYSO may, in its sole discretion, terminate this Agreement at any time. Termination shall become effective when notice is sent by the either party in any manner reasonably calculated to give notice to all parties; including but not limited to oral notice given in person or via telephone, and written notice delivered in person, by e-mail or by United States mail. Notice sent by United States mail shall be deemed received on the third day after mailing.
8. **Entire Agreement.** This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
9. **Waiver.** No failure or delay by the City in exercising any of its rights under this Agreement shall prevent the City from later exercising that right.
10. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. **Amendment.** This Agreement may be modified or amended only if made in writing and signed by both parties.
12. The City Parks and Recreation Department requires all parent/youth organizations that contract with the city for use of facilities owned or leased are required to follow certain administrative requirements: AYSO agrees to the following:
  - A. **AYSO will:** Agree to follow the Inclement Weather Policy set forth in Exhibit A hereto.
  - B. **AYSO will:** Provide the City of Sevierville with proof of Liability Insurance as noted in this Agreement, with the City named as an additional insured.
  - C. **AYSO will:** Maintain litter and cleanup around all fields used and will place litter in trash bags in the containers provided.

- D. **AYSO will:** Require all coaches and volunteers to provide 24-hour notice of any cancellation or any changes to any game or practice schedule.
- E. **AYSO will:** End all practices during school nights (Mon-Friday) by sunset of the same day.

Signed:

\_\_\_\_\_  
*Robert H. 'Bob' Parker*  
*Director of Parks-Recreation and Golf*  
*865-868-1896*  
[bparker@seviervilletn.org](mailto:bparker@seviervilletn.org)

Date \_\_\_\_\_

Signed:

\_\_\_\_\_  
*AYSO* \_\_\_\_\_

*email* \_\_\_\_\_

*Phone* \_\_\_\_\_

*Date* \_\_\_\_\_

## Exhibit A: WEATHER POLICY

---

### Weather Policy

#### CITY OF SEVIERVILLE INCLEMENT WEATHER POLICY

The City of Sevierville is Responsible for Administering the Below Policy

1. Lightning: When anyone sees lightning, clear the fields for 30 minutes. If lightning continues longer than the 30-minute the field shall remain clear until a designated representative of the Recreation Supervisor / City Official present shall determine, at his or her sole discretion, that play may safely resume. Players and coaches must be either in a vehicle or a substantial building if lightning is present. Dugouts, picnic shelters, and open wall buildings are not safe and are not to be used as shelter from lightning.
2. Other Dangerous Weather: The City of Sevierville reserves the right to pause or halt (stop) any activity / playing when dangerous weather is present.
3. Wet Conditions: The Recreation Supervisor / City Official present prior to or during the game decides, at his or her sole discretion, when or if to play due to wet conditions. The Recreation Supervisor / City Official will then inform the league/tournament or high school official of the decision.

This policy was created to provide a safe playing environment while maintaining a quality playing facility.

---





---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Agreement between the City and Starz Futbol for use of soccer fields on Home for Children Property.

**PRESENTATION:** For several years we have worked with the Starz Futbol Youth Soccer Program. This year, to be consistent with other similar groups, Starz Futbol Soccer will pay the City for lining and mowing the fields used rather than one lump sum payment.

This is recommended by the Parks and Recreation Advisory Committee and has been reviewed by the City Attorney and Risk Coordinator.

**REQUESTED ACTION:** Approval of Agreement between the City and Starz Futbol as presented.



### **Agreement for Use of Soccer Fields**

This Agreement is made effective March 18, 2024, by and between the City of Sevierville, Tennessee (the "City"), and Sevier Starz Futbol Club

WHEREAS, the City and the Smoky Mountain Children's Home (SMCH) have established the terms and conditions under which SMCH will allow City of Sevierville to program and use soccer fields located on SMCH property for practices and games under the management and supervision of the City.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties have agreed as follows:

1. **Scheduling**. Sevier Starz Futbol Club shall submit to the City's Director of Parks and Recreation (the "Director") a proposed schedule of use of the soccer fields, including a detailed schedule for each date, setting beginning and ending times. The schedule shall be submitted and attached to this Agreement. SMCH soccer fields shall be used for soccer practices and games, all of which must be included in the final schedule agreed on by the parties. No private lessons shall be conducted on any field. No proposed activities shall take place unless approved by the Director or his designee.
2. **Security**. Sevier Starz Futbol Club shall provide staff personnel who shall cooperate with City Parks and Recreation staff to enforce security and parking standards. Sevier Starz Futbol Club staff shall follow all instructions given by City staff. City Staff may contact a City Security Officer, if necessary, to oversee security at any event. In the sole discretion of the Security Officer, the Director, or the Director's designee, the event may be cancelled, and all persons may be required to leave the premises, if necessary, for the safety or security of persons at the event or the safety or security of SMCH property. Sevier Starz Futbol Club shall advise persons visiting the premises for soccer related purposes that they are not permitted to drive motor vehicles through the SMCH campus for any reason. If it is necessary for City Personnel to enforce parking and security issues, Sevier Starz Futbol Club will be charged \$20 per hour per employee to provide this service. The City will determine if providing City Personnel is required to maintain the integrity of the Agreement between the City and SMCH.
  - A. Sevier Starz Futbol Club shall be responsible for the daily management and administering of the security plan on SMCH property. The Security Plan is attached hereto as Exhibit A and incorporated by reference herein.
3. **Codes of Conduct**. Sevier Starz Futbol Club personnel and all participants in events shall always follow the City of Sevierville Code of Conduct and shall always obey all instructions given by City Security Officers providing security for the event. The City Security Officer or his designee in charge of security at an event may, in the Officer's or designee's sole discretion, order any participant or other person to leave the premises if the Officer or designee deems it necessary for the safety or security of any person at the event or the safety or security of SMCH property. A copy of the City Code of Conduct is Exhibit B hereto and incorporated by reference herein.

4. **Maintenance of Grounds.** The City shall be responsible for general maintenance of the soccer fields from March 18, 2024, through October 31, 2024. For purposes of this Agreement, “general maintenance” includes, but is not necessarily limited to, having 3 fields mowed, and grounds maintained regularly, removal of all trash or waste related to soccer activities, and preparing fields for soccer events. Sevier Starz Futbol Club shall reimburse the City of Sevierville Department of Parks and Recreation at the amount of \$ 35 per field per week to cover the cost for general maintenance during the term of this Agreement. There will also be an \$80 per field per season setup fee to lay out each field from scratch, if desired by user.
5. **Insurance.** Sevier Starz Futbol Club shall carry at its own expense general liability insurance, including coverage for bodily injury and property damage. The minimum limits of general liability insurance for bodily injury, including death, and property damage shall be \$1,000,000 combined single limit. Such insurance will be for the joint benefit of the City and Sevier Starz Futbol Club and shall name the City and SMCH Additional Insureds. All such policies shall provide that the City shall be given at least 30 days’ notice of cancellation. This Agreement shall not become effective until Sevier Starz Futbol Club has furnished the City satisfactory proof of such insurance.
6. **Indemnification.** Regardless of insurance, Sevier Starz Futbol Club shall indemnify and save the City free and harmless of any and all claims, actions, damages, expenses (including without limitation reasonable attorneys’ fees) and liability whatsoever arising out of or in any way connected with injury (including death) or property damage to any person, firm, corporation or other entity, including the City, arising directly or indirectly from the use or occupancy of the SMCH property, or any part thereof, by Sevier Starz Futbol Club its agents, contractors, employees, invitees, event participants and spectators.
7. **Relationship of the Parties.** The provisions of this Agreement are not intended to create and shall not be deemed or construed to create any joint venture, partnership or other relationship between the City and Sevier Starz Futbol Club other than that of independent entities contracting with each other solely for conducting the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be deemed to be the agent, employee, or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, except as otherwise provided in this Agreement.
8. **Term of Agreement/Termination.** This Agreement shall begin on March 18, 2024, and end October 31, 2024. The City or Sevier Starz Futbol Club may, in its sole discretion, terminate this Agreement at any time. Termination shall become effective when notice is sent by the either party in any manner reasonably calculated to give notice to all parties; including but not limited to oral notice given in person or via telephone, and written notice delivered in person, by e-mail or by United States mail. Notice sent by United States mail shall be deemed received on the third day after mailing.

9. **Entire Agreement.** This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
10. **Waiver.** No failure or delay by the City in exercising any of its rights under this Agreement shall prevent the City from later exercising that right.
11. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. **Amendment.** This Agreement may be modified or amended only if made in writing and signed by both parties.

The City Parks and Recreation Department requires all parent/youth organizations that contract with the city for use of facilities owned or leased are required to follow certain administrative requirements: Sevier Starz Futbol Club agrees to the following:

- A. **Sevier Starz Futbol Club will:** Agree to follow the Inclement Weather Policy set forth in Exhibit C hereto.
- B. **Sevier Starz Futbol Club will:** Provide the City of Sevierville with proof of Liability Insurance as noted in this Agreement, with the City named as an additional insured.
- C. **Sevier Starz Futbol Club will:** Maintain litter and cleanup around all fields used and will place litter in trash bags in the containers provided.
- D. **Sevier Starz Futbol Club will:** Require all coaches and volunteers to provide 24-hour notice of any cancellation or any changes to any game or practice schedule.
- E. **Sevier Starz Futbol Club will:** End all practices during school nights (Mon-Friday) by sunset of the same day.
- F. **Sevier Starz Futbol Club will:** Direct and Require all players, volunteers, and spectators to use the restrooms located at the Sevierville City Park, which are the designated restrooms that meet ADA requirements.

Signed:

\_\_\_\_\_  
 Robert H. 'Bob' Parker  
 Director of Parks & Recreation  
 865-868-1896  
[bparker@seviervilletn.org](mailto:bparker@seviervilletn.org)

Date \_\_\_\_\_

Signed:

\_\_\_\_\_  
 Sevier Starz Futbol Club

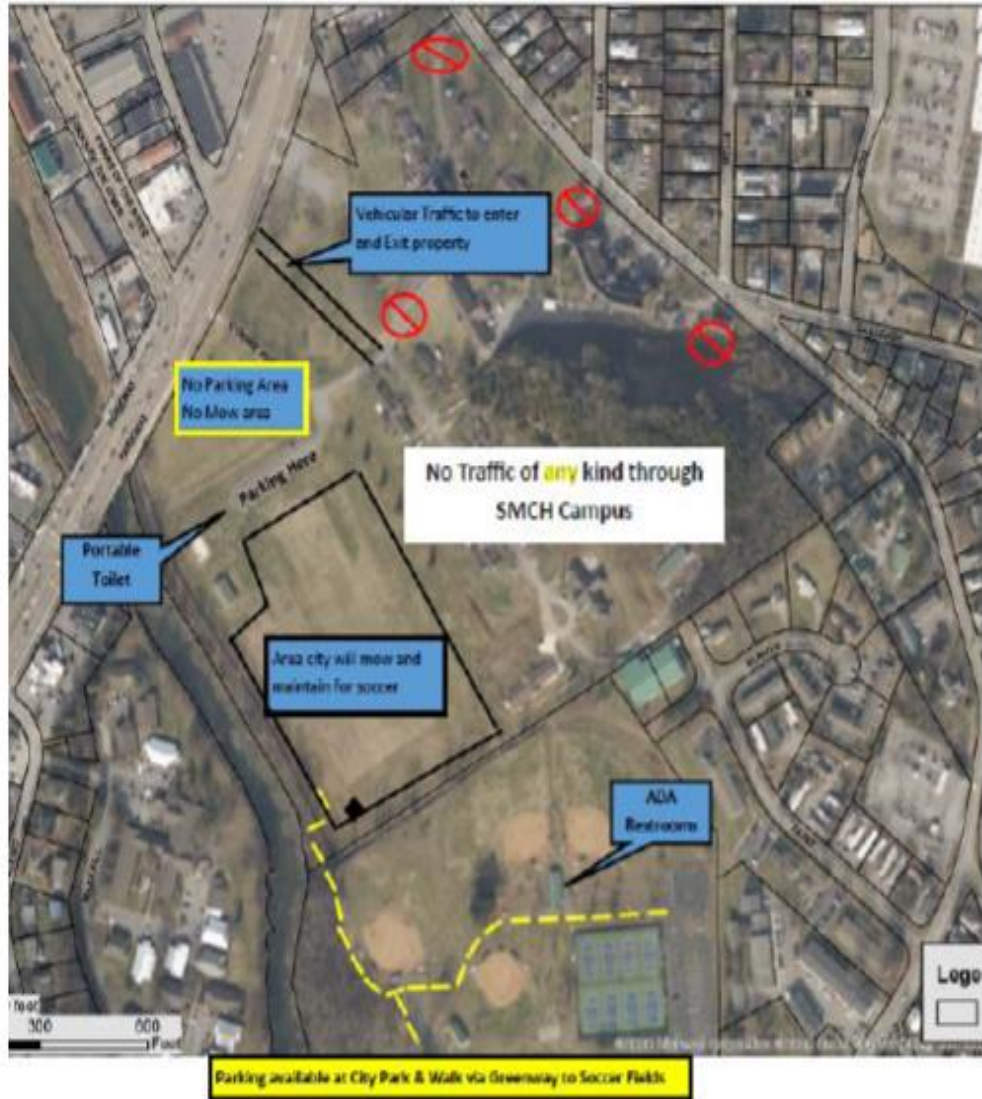
email \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

Exhibit A- Security/Maintenance Plan

**Exhibit A- Security and Maintenance Plan-Parking-Exit and Entering SMHC Property 2023**





20-1

## TITLE 20

### MISCELLANEOUS

#### CHAPTER

1. EMERGENCY ALARM DEVICES.
2. CODE OF CONDUCT FOR CITY PARKS AND RECREATIONAL FACILITIES.

#### CHAPTER 1

### EMERGENCY ALARM DEVICES

#### SECTION

- 20-101. False alarm.
- 20-102. False alarm activations.
- 20-103. Fee assessment for false alarms.
- 20-104. Disconnection.
- 20-105. Penalty for offenses.
- 20-106. Automatic telephone dialing alarm systems prohibited.
- 20-107. Severability of provisions.

**20-101. False alarm.** "False alarm" means an alarm signal eliciting a response by the Police and/or Fire Department when a situation requiring a response by the Police and/or Fire Department does not in fact exist; but in this definition does not include an alarm signal caused by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user. (Ord. #2012-002, Feb. 2012)

#### **20-102. False alarm activations**

(1) Whenever an alarm is activated in the City, thereby requiring an emergency response to the location by Police and/or Fire personnel, a Police and/or Fire Officer on the scene of the activated alarm shall determine whether the emergency response was in fact required as indicated by the alarm system or whether in some way the alarm system malfunctioned and thereby activated a false alarm.

(2) If the Police or Fire Officer at the scene of the activated alarm system determined the alarm to be false and no emergency response was necessary, then said Officer shall submit a report of the false alarm to the City Administrator, or his designee, and the respective Chief. A written notification of emergency response and determination of the response shall be mailed or delivered to the alarm user at the address of location where alarm was activated. The addressee upon receipt of the notification shall be entitled to a hearing before the City Administrator or his designee and addressee desiring a





## Exhibit B- Code of Conduct

20-4

### CHAPTER 2

#### CODE OF CONDUCT FOR CITY PARKS AND RECREATIONAL FACILITIES

##### SECTION

20-201. General code of conduct.

**20-201. General code of conduct.** This Code of Conduct shall be followed by all persons using any recreational grounds and facilities operated or controlled by the City of Sevierville. The requirements of the Code are in addition to the requirements of the Sevierville Municipal Code, which also applies to all users of City grounds and facilities.

(1) Any physical or verbal abuse toward another person is strictly prohibited.

(2) All users must comply with all instructions from Department of Parks and Recreation staff members.

(3) No writing on, marking on, defacing, abusing or damaging any City property in any manner. Violators shall be required to pay all costs of repair, in addition to any other penalties imposed for violation of this Code or other applicable law.

(4) No loitering in any facility. You must be a participant in an activity and/or organized meeting relating to such activity.

(5) No misuse or abuse of equipment.

(6) No public displays of affection.

(7) No alcoholic beverages, drugs, or gambling in buildings or on surrounding grounds. Groups holding functions held at the Civic Center may be permitted to serve alcoholic beverages upon approval from the Director of Parks and Recreation.

(8) Use of tobacco products is prohibited within all City Recreation Facilities as provided in Title 11, chapter 7 of the Sevierville Municipal Code.

(9) Per State Law, possession of tobacco products by persons under the age of eighteen (18) years is not allowed on any City property.

(10) No riding or parking of any type of motorized vehicle in any area not designated or designed as a marked parking area, or in any officially posted area without written permission. Riding of skateboards is allowed only in areas designated for such activity.

(11) Sevierville Parks and Recreation reserves the right to close any facility for any reason deemed necessary or desirable by the Director of Parks and Recreation or his designee, including but not limited to inclement weather, maintenance and scheduled events.

(12) All outdoor public parks owned or leased by the City of Sevierville Department of Parks and Recreation will officially open for public use at 6:00 A.M. each morning and close for public use at 11:00 P.M. each night, unless



## **Exhibit B-Code of Conduct**

20-5

different hours are posted at the park, and unless approved scheduled events are taking place after that time, in which case all persons must leave the premises within (15) fifteen minutes after the conclusion of the program. All areas not lighted will close at dusk. No visitors are permitted in a park at any time except when the park is open.

(13) No camping, sleeping, or overnight parking is allowed in or on any outdoor park, parking lot, trail, or greenway operated by City of Sevierville without written permission from the Director of Park and Recreation.

(14) No person shall exhibit, sell or offer for sale, hire, lease or let out any object or merchandise, or anything whatsoever, except under a permit issued by the Department of Parks and Recreation. For advertising, commercial or publicity purposes, no person shall take moving pictures or photographs within the limits of any park, or buy or sell or publish the negatives thereof or the prints therefrom or exhibit such negatives or prints in public, or use pictures or photographs of any park or park structure, or perform any personal service for hire in any park, except under a permit or otherwise than in accordance with the terms of such permit.

(15) Any violation of this Code of Conduct may result in suspension from Recreation Facilities and/or activities. A violation will result in a Written Disciplinary Report. A copy of the Report will be mailed to the parents or guardians of children under the age of eighteen (18) years. Violators who are juveniles may be reported to the appropriate juvenile authorities and subject to prosecution and punishment by same.

(16) The Director of Parks and Recreation and the City of Sevierville will maintain copies of the Written Discipline Report. Any person who commits two or more violations within a twelve (12) month period may be issued a citation by City police to appear in court pursuant to the Sevierville Municipal Code or other applicable law. Citation to court may subject the violator to suspension from use of City Recreational Facilities, permanent loss of the privilege to use City Recreational Facilities, and any other penalties provided by law.

(17) All provisions of the Sevierville Municipal Code must be obeyed, including but not limited to Article 9, Chapter 2 regarding solicitation. Violations of the Municipal Code are subject to the penalties set forth in the Municipal Code and any additional penalties set forth in this Code of Conduct.

(18) Particular City Recreational Facilities may have Codes of Conduct that must also be followed by persons using those facilities, in addition to the rules set forth in this Code of Conduct.

(19) Violations of any of the Codes of Conduct are punishable by a fine of up to fifty dollars (\$50.00) per violation, plus additional penalties as set forth in the Codes of Conduct and in the Sevierville Municipal Code. These penalties are in addition to any other remedies provided in the Sevierville Municipal Code or in State law.





#### Exhibit C- Weather Policy

### CITY OF SEVIERVILLE INCLEMENT WEATHER POLICY

1. Lightning: when anyone sees lightning, clear the fields for 30 minutes. If lightning continues, the 30-minute rule continues. Players and coaches must be either in a vehicle or a substantial building if lightning is present. Dugouts, picnic shelters, and open wall buildings are not safe and are not to be used as shelter from lightning.
2. Other Dangerous Weather: The City of Sevierville reserves the right to pause or halt (stop) any activity / playing when dangerous weather is present.
3. Wet Conditions: the Recreation Supervisor / City Official present prior to or during the game will make the decision of when or if to play due to wet conditions. The Recreation Supervisor / City Official will then inform the league official of the decision.

This policy was created to provide a safe playing environment while maintaining a quality playing facility.



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval for purchase of one (1) 2024/25 Ford police utility vehicle from Ford of Murfreesboro in the amount of \$45,372.

**PRESENTATION:** The Sevierville Police Department is requesting approval to purchase one (1) 2024/25 Ford police pursuit package vehicle for the Police Department. This vehicle will replace a cruiser that was taken offline due to an accident on 12/16/2023 (Claim #LIX58478-1). \$22,866.63 of this vehicle will be purchased with insurance funds. The vendor is Ford of Murfreesboro, State Contract/Edison #209-80356, expiration date 12/31/2024.

**REQUESTED ACTION:** Approval for the purchase of one (1) 2024/25 Ford police utility vehicle for the Police Department in the amount of \$45,372.

## Ford of Murfreesboro

John Hamby  
1550 NW Broad St.  
Murfreesboro, TN 37129

## SALES QUOTATION

STATE CONTRACT- 000080356

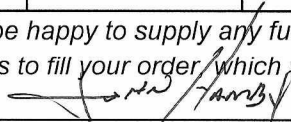
TO:	PRICING GOOD ONLY FOR 2024 / 2025 MODELS
	K8A-500A
	SEVIERVILLE
	2024/25 FORD POLICE INTERCEPTOR AWD
	WHITE

F.O.B.  
TERMS  
DELIVERY  
NUMBER

Thank you for your inquiry dated: February 27, 2024  
We are pleased to quote you the following:

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	DELIVERY DATE
1	1	2024/25 FORD POLICE INTERCEPTOR AWD SUV	\$45,372.00	TBD
2		3.3 LITER V-6 W/ 10 SPEED TRANS		
3		EXTERIOR – WHITE		
4		INTERIOR - EBONY CLOTH FRT /VINYLREAR		
5		OPTIONS LISTED ON WINDOW STICKER		
6		OPTIONS		
7				
8		LED SPOT LIGHT, KEY FOBS, INTERCEPTOR HEADLIGHT PKG		
9		INOP REAR DOORS & WINDOWS, RECIEVER W/ PLUG		
10				
11				
12		TOTAL X 1	\$45,372.00	

We will be happy to supply any further information you may need and trust that you call on us to fill your order which will receive our prompt and careful attention.



PER

February 27, 2024

DATE



Prepared by: JOHN HAMBY  
02/27/2024

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

## 2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420

### As Configured Vehicle

Code	Description	MSRP
<b>Base Vehicle</b>		
K8A	Base Vehicle Price (K8A)	\$47,165.00
<b>Packages</b>		
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes polished stainless steel hub cover and center caps. - Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks. - Radio: AM/FM/MP3 Capable Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.	N/C
<b>Powertrain</b>		
99B	Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,830.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
<b>Seats &amp; Seat Trim</b>		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

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



Prepared by: JOHN HAMBY

02/27/2024

Ford of Murfreesboro | 1550 N.W. Broad St. Murfreesboro Tennessee | 371291709

## 2024 Police Interceptor Utility AWD Base (K8A)

Price Level: 420

### As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	

#### Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i>	Included
153	Front License Plate Bracket	N/C
51R	Driver Only LED Spot Lamp (Unity)	\$395.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i>	\$340.00

#### Emissions

425	50 State Emission System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	

#### Exterior Color

YZ_01	Oxford White	N/C
-------	--------------	-----

#### Interior Color

96_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
-------	--	-----

SUBTOTAL	\$45,145.00
Destination Charge	\$1,595.00
TOTAL	\$46,740.00

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



---

## Board Memorandum

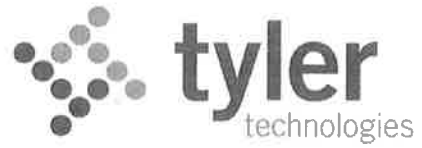
---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval to purchase five (5) Zebra handheld electronic citation machines with licenses in the amount of \$11,975.

**PRESENTATION:** The Sevierville Police Department is looking to purchase five (5) Zebra handheld electronic citation machines and licenses from Tyler Technologies, our current public safety software vendor. This is a recurring purchase.

**REQUESTED ACTION:** Approval of purchase of five handheld citation machines and licenses in the amount of \$11,975. This is a budgeted item.



## INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 11,975
Other Cost	\$ 0
Estimated Travel	
<b>Total One-Time Cost</b>	<b>\$ 11,975</b>
Annual Recurring Fees/SaaS	\$ 2,550
Tyler Software Maintenance	\$ 0



Quoted By:  
Quote Expiration:  
Quote Name:

Lisa McKenzie  
7/31/24  
2024-452112  
Additional TC77  
scrawford@sevierville.tn.org

**Sales Quotation For:**

City of Sevierville Police Department

300 Gary Wade Blvd

Sevierville, TN 37862-3825

Phone: 8654535506

**Shipping Address:**

City of Sevierville Police Department

300 Gary Wade Blvd

ATTN Lt Shawn Crawford

Sevierville, TN 37862-3825

**Annual / SaaS**

Description	Quantity	Fee	Discount	Annual
Enforcement Mobile				
License				
REF License - Android [5]	5	\$ 510	\$ 0	\$ 2,550
TOTAL				\$ 2,550

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Enforcement Mobile					



TC77HL-5ME24BG-FT / Zebra EVM, HH, TC77, TAA Compliant, supports GSM + Verizon	5	\$ 1,864	\$ 9,320	\$ 0	\$ 0
Z1AE-TC77XX-5C00 / Zebra EVM, Warranty, TC77, 5 year	5	\$ 531	\$ 2,655	\$ 0	\$ 0
TOTAL			\$ 11,975		\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 2,550
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 11,975	\$ 0
Contract Total	\$ 14,525	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

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

P.O.#: \_\_\_\_\_

## Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in

its original packaging and/or returned more than thirty (30) days after the date of delivery to you.



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Task Order No. 15 for engineering services for Apple Barn pump station and force main and Collier Drive force main improvements in the not-to-exceed amount of \$178,000.

**PRESENTATION:** Please see the attached Task Order No. 15 for Apple Barn pump station and force main and Collier Drive force main improvements.

The costs provide design, permitting assistance, bidding, and construction administration services to complete the improvements summarized in contract (see attached).

This contract is for the engineering services necessary for the Apple Barn pump station and force main and Collier Drive force main improvements.

See attached current Task Order listing with WK Dickson Engineering.

**REQUESTED ACTION:** Approval of Task Order No. 15.

Task Order #	Date Executed	Contract Amount	Title	Purpose/Scope
1	6/11/2018	hourly as needed	General Services	Provide engineering support on an as needed basis. Examples include, operations assistance at WTP and WWTP, pretreatment, funding related activities, easements, surveys, etc.
2	8/6/2018 Completed	\$ 168,725	Pump Station Upgrades: Johnson Road, Dumplin Creek, River Trace I, and City Garage	Upgrade pump stations in accordance with Consent Order and Corrective Action Plan. Purpose of project was to eliminate SSOs that were being caused by undersized or aging pump stations as required by TDEC.
3	8/5/2019 Completed	\$ 94,500	Collier Drive Sewer and Water Replacement	Re-routing of 1,300 LF of 16-inch gravity sewer along Middle Creek due to sink hole. Design of new pump station and 3,300 LF of 8-inch force main. Purpose of project was to redirect gravity sewer before being consumed by sinkhole.
4	8/21/2020 Completed	\$ 219,285	36-Inch Interceptor Investigation	Investigation of 36-inch gravity sewer (approx. 32,000 LF) along Little Pigeon River to Davis Lane Pump Station. Purpose of project was to investigate and determine the level of rehab needed for aging pipe.
5	7/20/2021 Completed	\$170,150 Amendment 1 \$16,400 Amendment 2 \$9,050 Amendment 3 \$ 6,500 Amendment 4 \$ 6,200 Total \$181,650	Allensville Sewer Improvements	New pump station to replace 3 overloaded pump stations, 4,700 LF gravity sewer to reroute flow from the existing pump stations, and 10,000 LF of force main to new discharge point. Purpose of project was to replace aging pump stations and provide reliability to area.
6	11/1/2021	\$ 298,000	36-Inch Sanitary Sewer Interceptor Rehab	Cleaning and rehabilitation of approximately 20,000 LF of 36-inch gravity sewer and 48 manholes. Pipe rehab performed using CIPP liner. Purpose of project is to remove inflow and infiltration into sewer system.
7	12/6/2021	\$113,000 Amendment 1 \$20,265 Total \$133,265	TDOT SR35 (US411) Sims Rd to Dickey Rd	Relocation of approximately 7,500 LF of water main along Hwy 411; required due to TDOT road relocation. Engineering and construction costs are reimbursable by TDOT to City. Purpose is to relocate water main away from road work.
8	12/6/2021	\$ 168,000	Walters State Comm College Pump Station	New 1700 gpm pump station with standby generator and odor control along with 1,700 LF of 12-inch forcemain. Purpose is to service future growth in the area around Walters State Community College.
9	6/19/2023	\$ 28,000	Murphy Road Sewer Improvements (RE-BID)	Replacement of approximately 2,500 LF of gravity sewer in the vicinity of Murphy Rd. within the city limits, manholes along route were also rehabilitated with spray liner. Original project bid exceeded the project budget and was rebid. Purpose was to rebid and provide construction administration services.
10	8/22/2023	\$ 41,850	Gravity Sewer Repl Crossing Little Pigeon River	Replacement of broken gravity sewer pipe across Little Pigeon River.
11	9/18/2023	\$ 212,000	TDOT SR440 Veterans Blvd Ext - WATER	Water main relocation (approx. 3,000 LF) required by TDOT extending Veterans Blvd and planning to remove the existing bridge on Robert Henderson Rd. where water main is currently installed. Engineering and construction costs are reimbursable by TDOT to City.
12	9/18/2023	\$ 279,500	TDOT SR440 Veterans Blvd Ext - SEWER	Sewer main relocation and new pump station required by TDOT extending Veterans Blvd and planning to remove the existing bridge on Robert Henderson Rd. where sewer main is currently installed. Engineering and construction costs are reimbursable by TDOT to City.
13	12/19/2023	\$ 35,000	EDA Funded Water and Sewer Improvements	Preliminary engineering report required for EDA funding process. Funding for water and sewer projects related to development in the area around Exit 407.
14	2/5/2024	\$ 115,800	Collier Drive Bridge Pump Station and Force Main	New pump station and force main to transport sewer from the end of the 16-inch gravity sewer main previously abandoned to avoid the sink hole along Middle Creek.

**CONTRACT FOR SERVICES  
APPLE BARN PUMP STATION AND FORCE MAIN  
AND COLLIER DRIVE FORCE MAIN IMPROVEMENTS  
TASK ORDER NO. 015**

The following task order shall be in accordance with the master contract for Professional Services provided on an “on-call” or “task order” basis dated June 11, 2018, between the **City of Sevierville, Tennessee** (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT).

1. SCOPE OF SERVICES.

**Apple Barn Pump Station**

The OWNER operates an existing pump station located on Apple Valley Road near the intersection of Highway 441. The existing pump station is nearing the end of its useful life and needs to be upgraded to accommodate growth and continue to provide reliable service. The pump station discharges into an existing 4-inch diameter force main that is also planned for replacement and upgrade.

The proposed pump station will be located adjacent to the existing facility and the new force main will be installed along Apple Valley Road, then along a proposed easement parallel to Highway 441 to Ogle Lane where it will discharge into manhole WP-FO-K3-15. The force main will be approximately 1,500 LF and a 6-inch diameter pipe.

**Collier Drive Pump Station**

The OWNER operates an existing pump station located at the intersection of Collier Drive and Rainbow Road. This pump station currently discharges into a 4-inch diameter force main to a manhole to flow into Five Oaks Pump Station.

To reduce flows into the Five Oaks Pump Station and increase the hydraulic capacity of the Collier Drive Pump Station, a new 6-inch force main will be installed along Collier Drive to discharge into manhole MP-A2-10, located to the east of the pump station. The approximate length of the new force main will be 1,800 LF. The ENGINEER will evaluate the existing pumps in the Collier Drive Pump Station to confirm they are hydraulically adequate for the new force main. Currently, no upgrades are planned for the equipment at Collier Drive Pump Station.

The project phases anticipated by the CONSULTANT include but are not limited to:

### **Phase 01 – Field Surveying & Data Collection**

The CONSULTANT will perform the following tasks as part of this Phase:

- Initiate a Design Utility Locate Request through the Tennessee 811 system.
- Perform a field run topographic survey of the proposed force main routes and Apple Barn Pump Station. Existing property lines and/or rights-of-way will be identified along the corridor.
- Meet with the OWNER to confirm alignment and determine any easements required for construction. The ENGINEER will provide written descriptions and exhibits for all easements. The ENGINEER will not be negotiating or acquiring any easements. It is assumed the OWNER will coordinate all negotiations and acquisitions of easements. Any easement description or exhibit preparation effort is not included in this Task Order and will be addressed through an Amendment after the final number of easements is determined.
- Provide subsurface geotechnical investigation at the proposed pump station site. The investigation will include 4 boreholes to 35-feet deep or refusal. At this time the ENGINEER is not planning to perform geotechnical investigations at any bore pit locations.

### **Phase 02 – Detailed Design & Permitting**

The CONSULTANT will perform the following tasks as part of this Phase:

- Provide detailed design engineering documents (drawings and specifications) to be used by the OWNER for bidding and construction. The CONSULTANT will deliver progress submittals and attend review meetings at the following milestones:
  - 30% Completion
  - 60% Completion
  - 90% Completion
- Perform internal Quality Assurance review prior to releasing documents for bidding.
- The CONSULTANT will prepare permit applications and assist the OWNER with submittal of the following anticipated permits:
  - Tennessee Department of Environment and Conservation (TDEC) Plans Review (drawings, technical specifications, and engineering calculations)
  - TDEC Construction General Permit
  - City of Sevierville Land Disturbance Permit

### **Project Exclusions:**

Subsurface Utility Location (SUE Services)

Structural Building Design

SCADA/Telemetry Design

Property Appraisals

Flow Monitoring

Sewer Modeling

Horizontal Directional Drill Path Design

Archeological Surveys

As-Built Survey

### **Phase 03 – Bidding Services**

The CONSULTANT will perform the following tasks as part of this Phase:

- Distribute bid documents to preselected Bidders via a private link within the CONSULTANT's online plan room.
- Maintain a Record of Plan Holders
- Provide Clarifications and Responses to Questions from Bidders
- Distribute Addenda
- Attend a Bid Opening
- Provide a Tabulation of Bids
- Review Bids and Make a Post-Bid Recommendation to the OWNER
- Conform the Contract for Execution

The CONSULTANT anticipates bidding the proposed improvements in a single bid. If the project must be re-bid or the OWNER elects to split parts of the project into a second bid or selection of multiple contractors, the CONSULTANT can provide these services as part of Additional Services.

### **Phase 04 – Construction Administration**

The CONSULTANT will provide construction administration services; these services are based on a 120-day administration period to review submittals and allow for processing of long lead time equipment and a 150-day construction period, and shall include the following:

- Facilitate and Attend the Pre-Construction Meeting
- Review of Submittals and Shop Drawings
- Review up to 6 Contractor's Pay Requests
- Attend up to 7 Construction Progress Meetings; 2 during the administrative period and 5 during the construction period.
- Visit the site to review construction progress and/or resolve issues (8 visits budgeted). Daily construction observation will be provided by the Owner.
- Respond to Requests for Information (RFIs) from OWNER and Contractor. The ENGINEER has budgeted for 4 RFIs during the construction period.
- Process up to 2 Change Orders
- Project Close-Out
- Prepare Record Drawings based on information furnished by the Contractor and the OWNER.

2. TIME OF PERFORMANCE. The schedule for deliverables associated with this project will be mutually agreed upon after written authorization to proceed.

3. BASIS OF COMPENSATION.

A. Basic Services.

**Phase 01 – Field Surveying & Data Collection:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$29,500.00. The lump sum fee includes expenses associated with items described in Phase 01.



**Phase 02 – Detailed Design and Permitting:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$94,000.00. The lump sum fee includes expenses associated with items described in Phase 02.

**Phase 03 – Bidding Services:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$9,500.00. The lump sum fee includes expenses associated with items described in Phase 02.

**Phase 04 – Construction Administration Services:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, on an hourly plus expenses basis not to exceed \$45,000.00.

The total fees for Basic Services shall not exceed the sum of One Hundred Seventy-Eight Thousand and 00/100 Dollars (\$178,000.00).

- B. Additional Services. The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in the above, Scope of Services, on an hourly basis in accordance with the CONSULTANT's standard rates.
- C. Reimbursable Expenses. Unless expressly included in the Lump Sum Fee, the OWNER shall compensate the CONSULTANT for incidental expenses incurred in connection with this Task Order, including travel expenses, lodging and subsistence expenses, printing and duplication expenses, and other incidental out of pocket expenses at cost. For the purposes of reimbursement, travel expenses shall be at the rate contained in the attached rate schedule.

OWNER:

CITY OF SEVIERVILLE, TENNESSEE

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

Name: Russell G. Treadway

Title: City Administrator

Date: \_\_\_\_\_

CONSULTANT:

W.K. DICKSON & CO., INC.

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

Name: Ryan D. Blake, PE

Title: Vice President

Date: \_\_\_\_\_



---

## Board Memorandum

---

**DATE:** March 18, 2024

**AGENDA ITEM:** Consider approval of Task Order No. 16 for engineering services for Rock Garden, Old Knoxville Highway, and Birchwood pump station improvements in the not-to-exceed amount of \$207,500.

**PRESENTATION:** Please see the attached Task Order No. 16 for Rock Garden, Old Knoxville Hwy, and Birchwood pump station improvements.

The costs provide design, permitting assistance, bidding, and construction administration services to complete the improvements summarized in contract (see attached).

This contract is for the engineering services necessary for the Rock Garden, Old Knoxville Hwy, and Birchwood pump station improvements.

See attached current Task Order listing with WK Dickson Engineering.

**REQUESTED ACTION:** Approval of Task Order No. 16.

Task Order #	Date Executed	Contract Amount	Title	Purpose/Scope
1	6/11/2018	hourly as needed	General Services	Provide engineering support on an as needed basis. Examples include, operations assistance at WTP and WWTP, pretreatment, funding related activities, easements, surveys, etc.
2	8/6/2018 Completed	\$ 168,725	Pump Station Upgrades: Johnson Road, Dumplin Creek, River Trace I, and City Garage	Upgrade pump stations in accordance with Consent Order and Corrective Action Plan. Purpose of project was to eliminate SSOs that were being caused by undersized or aging pump stations as required by TDEC.
3	8/5/2019 Completed	\$ 94,500	Collier Drive Sewer and Water Replacement	Re-routing of 1,300 LF of 16-inch gravity sewer along Middle Creek due to sink hole. Design of new pump station and 3,300 LF of 8-inch force main. Purpose of project was to redirect gravity sewer before being consumed by sinkhole.
4	8/21/2020 Completed	\$ 219,285	36-Inch Interceptor Investigation	Investigation of 36-inch gravity sewer (approx. 32,000 LF) along Little Pigeon River to Davis Lane Pump Station. Purpose of project was to investigate and determine the level of rehab needed for aging pipe.
5	7/20/2021 Completed	\$170,150 Amendment 1 \$16,400 Amendment 2 \$9,050 Amendment 3 \$ 6,500 Amendment 4 \$ 6,200 Total \$181,650	Allensville Sewer Improvements	New pump station to replace 3 overloaded pump stations, 4,700 LF gravity sewer to reroute flow from the existing pump stations, and 10,000 LF of force main to new discharge point. Purpose of project was to replace aging pump stations and provide reliability to area.
6	11/1/2021	\$ 298,000	36-Inch Sanitary Sewer Interceptor Rehab	Cleaning and rehabilitation of approximately 20,000 LF of 36-inch gravity sewer and 48 manholes. Pipe rehab performed using CIPP liner. Purpose of project is to remove inflow and infiltration into sewer system.
7	12/6/2021	\$113,000 Amendment 1 \$20,265 Total \$133,265	TDOT SR35 (US411) Sims Rd to Dickey Rd	Relocation of approximately 7,500 LF of water main along Hwy 411; required due to TDOT road relocation. Engineering and construction costs are reimbursable by TDOT to City. Purpose is to relocate water main away from road work.
8	12/6/2021	\$ 168,000	Walters State Comm College Pump Station	New 1700 gpm pump station with standby generator and odor control along with 1,700 LF of 12-inch forcemain. Purpose is to service future growth in the area around Walters State Community College.
9	6/19/2023	\$ 28,000	Murphy Road Sewer Improvements (RE-BID)	Replacement of approximately 2,500 LF of gravity sewer in the vicinity of Murphy Rd. within the city limits, manholes along route were also rehabilitated with spray liner. Original project bid exceeded the project budget and was rebid. Purpose was to rebid and provide construction administration services.
10	8/22/2023	\$ 41,850	Gravity Sewer Repl Crossing Little Pigeon River	Replacement of broken gravity sewer pipe across Little Pigeon River.
11	9/18/2023	\$ 212,000	TDOT SR440 Veterans Blvd Ext - WATER	Water main relocation (approx. 3,000 LF) required by TDOT extending Veterans Blvd and planning to remove the existing bridge on Robert Henderson Rd. where water main is currently installed. Engineering and construction costs are reimbursable by TDOT to City.
12	9/18/2023	\$ 279,500	TDOT SR440 Veterans Blvd Ext - SEWER	Sewer main relocation and new pump station required by TDOT extending Veterans Blvd and planning to remove the existing bridge on Robert Henderson Rd. where sewer main is currently installed. Engineering and construction costs are reimbursable by TDOT to City.
13	12/19/2023	\$ 35,000	EDA Funded Water and Sewer Improvements	Preliminary engineering report required for EDA funding process. Funding for water and sewer projects related to development in the area around Exit 407.
14	2/5/2024	\$ 115,800	Collier Drive Bridge Pump Station and Force Main	New pump station and force main to transport sewer from the end of the 16-inch gravity sewer main previously abandoned to avoid the sink hole along Middle Creek.



**CONTRACT FOR SERVICES  
ROCK GARDEN, OLD KNOXVILLE HWY, AND  
BIRCHWOOD PUMP STATION IMPROVEMENTS  
TASK ORDER NO. 016**

The following task order shall be in accordance with the master contract for Professional Services provided on an “on-call” or “task order” basis dated June 11, 2018, between the **City of Sevierville, Tennessee** (OWNER) and W.K. Dickson & Co., Inc. (CONSULTANT).

1. **SCOPE OF SERVICES.**

**Rock Garden Pump Station**

The OWNER operates an existing pump station located on Red Bud Lane near the intersection of Newport Highway (Hwy 411). The equipment at the existing pump station is nearing the end of its useful life and needs to be upgraded to accommodate growth and continue to provide reliable service.

The proposed equipment upgrades at the pump station will include new pumps, control panels, and piping. The existing wet well will be evaluated to determine whether epoxy lining is needed. At this time there are no improvements planned for the 6-inch force main that the pump station discharges into.

**Old Knoxville Highway Pump Station**

The OWNER operates an existing pump station located on Old Knoxville Highway near the intersection of Cody Drive. Due to the age of the equipment and deterioration of the existing wet well, the OWNER has determined the need for the replacement of this pump station.

The existing wet well will be converted into a collector manhole and a new pump station will be constructed adjacent to the existing facility. The area surrounding the station will be evaluated to determine if larger pumps are necessary. At this time there are no improvements planned for the 3-inch force main that the existing pump station discharges into.

**Birchwood Pump Station**

The OWNER operates an existing pump station located on Birchwood Lane near the intersection of Walden Court. Due to the deterioration of the existing wet well and equipment the OWNER has determined the need for the replacement of this pump station.

The existing pump building at the site will be demolished and replaced with a new suction lift station of similar pumping capacity. The area surrounding the station will be evaluated to determine if larger pumps are necessary. At this time there are no improvements planned for the 4-inch force main that the existing pump station discharges into.

The project phases anticipated by the CONSULTANT include but are not limited to:

### **Phase 01 – Field Surveying & Data Collection**

The CONSULTANT will perform the following tasks as part of this Phase:

- Initiate a Design Utility Locate Request through the Tennessee 811 system.
- Perform a field run topographic survey of the existing force main routes to confirm elevations and proper pump hydraulic operation.
- Meet with the OWNER to confirm planned improvements at all 3 sites.
- Provide subsurface geotechnical investigation at the proposed pump station sites. The investigation will include up to 3 boreholes to 35-feet deep or refusal at Old Knoxville Highway and Birchwood Pump Stations.

### **Phase 02 – Detailed Design & Permitting**

The CONSULTANT will perform the following tasks as part of this Phase:

- Provide detailed design engineering documents (drawings and specifications) to be used by the OWNER for bidding and construction. The CONSULTANT will deliver progress submittals and attend review meetings at the following milestones:
  - 30% Completion
  - 60% Completion
  - 90% Completion
- Perform internal Quality Assurance review prior to releasing documents for bidding.
- The CONSULTANT will prepare permit applications and assist the OWNER with submittal of the following anticipated permits:
  - Tennessee Department of Environment and Conservation (TDEC) Plans Review (drawings, technical specifications, and engineering calculations).
  - Due to the total limit of disturbance being less than 1 acre the ENGINEER does not anticipate preparing permit applications for TDEC Construction General Permit or City of Sevierville Land Disturbance Permit.
- The ENGINEER assumes all existing force mains are of adequate size and will not be replaced. If replacement is determined to be needed it will be addressed through an amendment to this task order.

### **Project Exclusions:**

Subsurface Utility Location (SUE Services)  
Structural Building Design  
SCADA/Telemetry Design  
Property Appraisals  
Flow Monitoring  
Sewer Modeling  
Horizontal Directional Drill Path Design

### **Phase 03 – Bidding Services**

The CONSULTANT will perform the following tasks as part of this Phase:

- Distribute bid documents to preselected Bidders via a private link within the CONSULTANT's online plan room.
- Maintain a Record of Plan Holders
- Provide Clarifications and Responses to Questions from Bidders
- Distribute Addenda
- Attend a Bid Opening
- Provide a Tabulation of Bids
- Review Bids and Make a Post-Bid Recommendation to the OWNER
- Conform the Contract for Execution

The CONSULTANT anticipates bidding the proposed improvements in a single bid. If the project must be re-bid or the OWNER elects to split parts of the project into a second bid or selection of multiple contractors, the CONSULTANT can provide these services as part of Additional Services.

### **Phase 04 – Construction Administration**

The CONSULTANT will provide construction administration services; these services are based on a 120-day administration period to review submittals and allow for processing of long lead time equipment and a 270-day construction period, and shall include the following:

- Facilitate and attend the Pre-Construction Meeting
- Review of Submittals and Shop Drawings
- Review up to 9 Contractor's Pay Requests
- Attend up to 8 Construction Progress Meetings; 2 during the administrative period and 6 during the construction period.
- Visit the site to review construction progress and/or resolve issues (10 visits budgeted). Daily construction observation will be provided by the Owner.
- Respond to Requests for Information (RFIs) from OWNER and Contractor; the ENGINEER has budgeted for 3 RFIs during the construction period.
- Process up to 2 Change Orders
- Project Close-Out
- Prepare Record Drawings based on information furnished by the Contractor and the OWNER.

2. TIME OF PERFORMANCE. The schedule for deliverables associated with this project will be mutually agreed upon after written authorization to proceed.

3. BASIS OF COMPENSATION.

A. Basic Services.

**Phase 01 – Field Surveying & Data Collection:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$38,000.00. The lump sum fee includes expenses associated with items described in Phase 01.

**Phase 02 – Detailed Design and Permitting:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$93,000.00. The lump sum fee includes expenses associated with items described in Phase 02.

**Phase 03 – Bidding Services:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$9,500.00. The lump sum fee includes expenses associated with items described in Phase 02.

**Phase 04 – Construction Administration Services:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, on an hourly plus expenses basis not to exceed \$67,000.00.

The total fees for Basic Services shall not exceed the sum of Two Hundred Seven Thousand Five Hundred and 00/100 Dollars (\$207,500.00).

B. Additional Services. The OWNER shall pay the CONSULTANT for additional services which are not specifically called for in the above, Scope of Services, on an hourly basis in accordance with the CONSULTANT's standard rates.

C. Reimbursable Expenses. Unless expressly included in the Lump Sum Fee, the OWNER shall compensate the CONSULTANT for incidental expenses incurred in connection with this Task Order, including travel expenses, lodging and subsistence expenses, printing and duplication expenses, and other incidental out-of-pocket expenses at cost. For the purposes of reimbursement, travel expenses shall be at the rate contained in the attached rate schedule.

OWNER:

CITY OF SEVIERVILLE

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

Name: Russell G. Treadway

Title: City Administrator

Date: \_\_\_\_\_

CONSULTANT:

W.K. DICKSON & CO., INC.

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

Name: Ryan D. Blake, PE

Title: Vice President

Date: \_\_\_\_\_