AGENDA
BOARD OF MAYOR & ALDERMEN
March 16, 2020 Meeting
Sevierville Civic Center
6:00 P.M.
A. CALL TO ORDER
   1. Pledge of Allegiance
   2. Invocation
B. ROLL CALL
C. MINUTES – Minutes and Workshop – March 2, 2020
D. PUBLIC FORUM
   1. Consider approval of Ordinance O-2020-001 – 3rd reading – An Ordinance to close and abandon a portion of right-of-way on Snyder Road – Dustin Smith
   2. Consider approval of Ordinance O-2020-002 – 3rd reading – An Ordinance to close and abandon a portion of Mize Lane – Dustin Smith
E. REPORTS
   1. Departmental Monthly Reports
F. COMMUNICATIONS FROM MAYOR & ALDERMEN
G. OLD BUSINESS
   1. Consider approval of Ordinance O-2020-001 – 3rd reading – An Ordinance to close and abandon a portion of right-of-way on Snyder Road – Dustin Smith
   2. Consider approval of Ordinance O-2020-002 – 3rd reading – An Ordinance to close and abandon a portion of Mize Lane – Dustin Smith
H. NEW BUSINESS
   1. Consider approval of Resolution R-2020-002 – A Resolution for Plan of Services regarding the annexation of a portion of property on Ernest McMahan Road – Dustin Smith
   2. Consider approval of Resolution R-2020-003 – A Resolution to annex certain territory and incorporate same within the boundaries of the City of Sevierville for property on Ernest McMahan Road – Dustin Smith
   3. Consider approval of Ordinance O-2020-003 – 1st reading – An Ordinance to amend the zoning map of the City of Sevierville to place the medium density residential district designation upon property at 1137 Ernest McMahan Road – Dustin Smith
   4. Consider approval of Ordinance O-2020-004 – 1st reading – An Ordinance to amend the zoning map of the City of Sevierville to rezone property on Veterans Boulevard from tourist commercial district to intermediate commercial district – Dustin Smith
   5. Consider approval to accept donations from Mrs. Iva Grace Eledge and the Sevier County Electric System for the Sevierville Fire and Police Departments in the amount of $1,000 each – Matt Henderson
   6. Consider approval to donate failed ladders and expired turnout gear to Firehouse Subs Sevierville and Knoxville – Matt Henderson
   7. Consider approval to rent a bus from Carpenter Bus Sales for a not-to-exceed amount of $25,000 – Bob Parker
   8. Consider approval of golf course bunker repairs to be awarded to First Place Finish, Incorporated, in a not-to-exceed budget of $187,620.48 – Tracy Baker
   9. Consider approval of Change Order No. 1 for construction of the downtown streetscapes project – Bryon Fortner
   10. Consider approval to replace existing radio read water meters and install new meters from Core & Main for 8,000 residential customers in the amount of $1,599,840 – Steve Flynn
   11. Consider approval/ratification of expenses in excess of $5,000 – Lynn McClurg
I. ADJOURNMENT
BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE
March 2, 2020

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 2, 2020 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
Jim McGill, Alderman
Mitch Rader, Alderman

Senior Staff present:
Tracy Baker, Assistant City Administrator
Steve Flynn, Water & Sewer Director
Bryon Fortner, Public Works Director
Joseph Manning, Police Chief
Lynn McClurg, Chief Financial Officer & City Recorder
Bob Parker, Parks & Recreation Director
Dustin Smith, Development Director
Russell Treadway, City Administrator

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 3, 2020 meeting and of the February 3, 2020 workshop and to dispense with the readings. Motion carried.

PUBLIC FORUM
Mayor Fox opened the public forum section of the meeting. Fox recognized Amanda Marr and Carroll McMahan with the Chamber of Commerce, who reported on the success of the Rose Glen Literary Festival. There being no further comments, the public forum was closed.

REPORTS
Mayor Fox noted the submission of monthly staff reports.

COMMUNICATIONS
Mayor Fox presented an award to the Sevier County High School Bowling Team recognizing their outstanding season. Fox presented a proclamation declaring March 1, 2020 as Atchley Funeral Home Day to Albert Atchley recognizing a milestone of 100 years in business serving Sevier County.

OLD BUSINESS
Mayor Fox presented and placed for passage an ordinance O2020-001 entitled “AN ORDINANCE TO CLOSE AND ABANDON A PORTION OF RIGHT-OF-WAY, SNYDER ROAD.” A motion was made by Alderman Rader and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, McGill, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.
Mayor Fox presented and placed for passage an ordinance O2020-002 entitled “AN ORDINANCE TO CLOSE AND ABANDON A PORTION OF RIGHT-OF-WAY, MIZE LANE.” A motion was made by Alderman McGill and seconded by Alderman Rader to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, McGill, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.

NEW BUSINESS

Mayor Fox presented a resolution R2020-001 Authorizing the Issuance of General Obligation Refunding Bonds of the City of Sevierville, Tennessee in the Aggregate Principal Amount of Not to Exceed $8,910,000 in One or More Series; Making Provision for the Issuance, Sale and Payment of Said Bonds, Establishing the Terms Thereof and the Disposition of Proceeds Therefrom; and Providing for the Levy of Taxes for the Payment of Principal of, Premium, if Any, and Interest on the Bonds. Lynn McClurg noted that the bonds will refund the entire principal of series 2013 bonds and referenced the Comptroller’s letter regarding the plan of refunding. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the resolution as presented and to dispense with the reading. Those voting Yes: Fox, Helton, McCroskey, McGill, Rader. Those voting No: None. Motion carried.

Mayor Fox recognized Kelly DeBord, who requested approval of marketing campaign agreements with the following:

- SummitMedia Group Golf marketing $20,000.00
- SD Professionals, Inc. Golf marketing $15,000.00
- The Spining Group City marketing $50,000.00

A motion was made by Alderman McGill and seconded by Alderman Rader to approve the agreements as presented. Motion carried.

Mayor Fox recognized Tracy Baker, who presented bids for golf course fencing and recommended approval of the low qualified bid and award of contract to Factory to You Fence in the amount of $14,197.00. A motion was made by Alderman Helton and seconded by Vice Mayor Koester to approve the contract as presented. Motion carried.

Mayor Fox recognized Dustin Smith, who requested approval of an agreement with the State Historic Preservation Office to become a Certified Local Government Program in relation to the newly established Historic Zoning Commission and Overlay District. A motion was made by Alderman Rader and seconded by Alderman McCroskey to approve the agreement as presented. Motion carried.

Mayor Fox recognized Russell Treadway, who requested permission to accept a donation in the amount of $750.00 from the Tanger Outlet Center at Five Oaks for a smoke alarm program. A motion was made by Vice Mayor Koester and seconded by Alderman McCroskey to accept the donation as requested. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of an agreement between the City, the Starz Futbol Club and the Smoky Mountain Children’s Home (SMCH) for soccer field usage at the property adjacent to City Park for the period March 2, 2020 through October 31, 2020. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the agreement as presented. Motion carried.

Mayor Fox recognized Lynn McClurg, who requested approval and/or ratification of the following expenditure(s) in excess of $5,000.00:

1. Sevier County Alert siren system $6,393.40 Intergovernmental
2. Customer Service Electric LED HID lamps $8,394.00 Low price
3. Kustom Signals, Inc. Radar units $6,252.00 State contract
4. Watson Marlow Hose pump assembly $6,721.00 Low price
5. Griffin Electric/SCUD Gas line relocation $8,861.10 Low price/sole source
A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the expenditure(s) as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 6:25 PM.

Approved: ______________________________
Robbie Fox, Mayor

Attest: ________________________________
Lynn K. McClurg, City Recorder
A workshop 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, TN on March 2, 2020 at 3:00 PM.

There were present and participating:
Robbie Fox, Mayor
Wayne Helton, Alderman
Devin Koester, Vice Mayor
Travis McCroskey, Alderman
Jim McGill, Alderman
Mitch Rader, Alderman

Senior Staff Present:
Tracy Baker, Assistant City Administrator
Steve Flynn, Water & Sewer Director
Bryon Fortner, Public Works Director
Joseph Manning, Police Chief
Lynn McClurg, Chief Financial Officer & City Recorder
Bob Parker, Parks & Recreation Director
Dustin Smith, Development Director
Russell Treadway, City Administrator

Mayor Fox chaired the meeting with Lynn K. McClurg as secretary of the meeting. Fox declared a quorum and announced that the meeting would proceed.

Council discussed the following item(s):
- Health insurance fund;
- Traffic signals;
- Bond refinancing.

There being no further business to discuss, the meeting adjourned at 5:00 PM.

Approved: ________________________________
Robbie Fox, Mayor

Attest: ________________________________
Lynn K. McClurg, City Recorder
AGENDA ITEM: Consider Adoption of Ordinance O-2020-001 - 3rd reading

RESPONSIBILITY: Dustin Smith, Development Director

PRESENTATION: W. C. Whaley, Engineering and Surveying has requested the abandonment of a portion of right-of-way at Snyder Road due to the recent road relocation. The relocation created this area of additional land on the southern side of Snyder Road. The incorporation of the abandonment area would allow the parcels to front on the realigned roadway.

REQUESTED ACTION: Passage of the Ordinance on 3rd reading
ORDINANCE NO. O-2020-001

AN ORDINANCE TO CLOSE AND ABANDON A PORTION OF
RIGHT-OF-WAY, SNYDER ROAD

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

Section 1. After recommendation by the Sevierville Planning Commission, a
portion of right-of-way shown as ‘Snyder Road’ on Plat Book LM2, Page 17, and as
shown on the attached map, is hereby closed and abandoned.

Section 2. The Mayor is hereby authorized to quit claim a deed of the
abandoned right-of-way to Goforth Properties, Inc. All quit claim deeds shall
specifically reserve and state that the conveyance of the abandoned right-of-way is
subject to the preservation of any existing utility easements.

Section 3. This Ordinance shall become effective, five (5) days following its
final passage, the public welfare requiring it.

APPROVED: _____________________________
Robbie Fox, Mayor

ATTEST:

__________________________
Lynn K. McClurg, City Recorder

Passed on 1st reading: 2/3/2020
Passed on 2nd reading: 3/2/2020
Passed on 3rd reading: _______, 2020
DATE: 3/16/2020

AGENDA ITEM: Consider Adoption of Ordinance O-2020-002 - 3rd reading

RESPONSIBILITY: Dustin Smith, Development Director

PRESENTATION: W. C. Whaley, Engineering and Surveying has requested the abandonment of a portion of Mize Lane. The three parcels that surround the area proposed for abandonment are all under one ownership and are to be combined upon successful abandonment of this portion of the right-of-way. Easements are being platted for the existing utilities in the area with possible plans for future relocation depending on the development of the area. Easements have also been provided for a turn around.

REQUESTED ACTION: Passage of the Ordinance on 3rd reading.
ORDINANCE NO. O-2020-002

AN ORDINANCE TO CLOSE AND ABANDON A PORTION OF
RIGHT-OF-WAY, MIZE LANE

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

Section 1. After recommendation by the Sevierville Planning Commission, a
portion of right-of-way shown as ‘Mize Lane’ on the attached map, is hereby closed
and abandoned.

Section 2. The Mayor is hereby authorized to quit claim a deed of the
abandoned right-of-way to Denis Ryan. All quit claim deeds shall specifically reserve
and state that the conveyance of the abandoned right-of-way is subject to the
preservation of any existing utility easements.

Section 3. This Ordinance shall become effective, five (5) days following its
final passage, the public welfare requiring it.

APPROVED: __________________________
            Robbie Fox, Mayor

ATTEST:

________________________
Lynn K. McClurg, City Recorder

Passed on 1st reading: 2/3/2020
Passed on 2nd reading: 3/2/2020
Passed on 3rd reading: ________, 2020
VICINITY MAP
TOTAL AREA - 6.15 AC

OWNERS

ZONEING BUILDING SETBACKS

CERTIFICATE OF APPROVAL FOR RECORDING

CERTIFICATION OF STREET NAMES

CERTIFICATION OF OWNERSHIP AND DEDICATION

CERTIFICATION OF THE APPROVAL OF WATER SYSTEMS AND SEWER SYSTEMS

MIZEL LN

LOT 6R
273934.9 Sq Ft
6.29 Ac

W MAIN ST
SR 35 & US HWY 411 & 441

AREA TO BE ABANDONED

RESUBDIVISION OF RYAN PROPERTIES
LOTS 6 & P/O 7 & 8
CHAPMAN HIGHWAY
YETT ADDITION TO SEVIERVILLE
INSTRUMENT BOOK 5706 PAGE 426
INSTRUMENT BOOK 1179 PAGE 621
INSTRUMENT BOOK 3091 PAGE 631
PLAT BOOK 2 PAGE 60
&
ABANDONMENT OF P/O
MIZE LANE
FIFTH CIVIL DISTRICT
SEVIER COUNTY, TENNESSEE
DECEMBER 17, 2013

THE MAP PREPARED BY THE PROFESSIONALanical Engineers INC.

ENGINEERS
W.C. WHALEY, INC.

635 WALL STREET SUITE 4
PO BOX 699
SEVIERVILLE, TENNESSEE 37862
OFFICE (865) 430-6228
FAX (865) 430-2522

EMERGENCY SERVICES 494-5130
THOMPSON, GIBSON & CO.

TEAM MANAGEMENT & PROPERTY MANAGEMENT
DATE: March 16, 2020

AGENDA ITEM: Consider Adoption of Resolution R-2020-002

RESPONSIBILITY: Dustin Smith, Development Director

PRESENTATION This is the Plan of Services for the area proposed for annexation and was unanimously approved by the Planning Commission at a meeting on March 5, 2020.

REQUESTED ACTION: Adoption of R-2020-002.
RESOLUTION NO. R-2020-002

RESOLUTION FOR A PLAN OF SERVICES REGARDING THE ANNEXATION A PORTION OF PROPERTY ON ERNEST MCMAHAN ROAD (SEVIER COUNTY TAX MAP 062, REMAINING PORTION OF PARCEL 036.02)

WHEREAS, 6-51-102, Tennessee Code Annotated, as amended requires the passage of a plan of services for any annexation resolution adopted, and

WHEREAS, the City of Sevierville contemplates annexation of the area displayed on the attached map;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SEVIERVILLE, TENNESSEE, THAT:

Section 1. Pursuant to the provisions of Section 6-51-102, Tennessee Code Annotated, there is hereby adopted, for the area bounded as identified above, the following plan of services:

A. **Police**
   1. Patrolling, radio responses to calls and other routine police services will be provided on the effective date of annexation.
   2. The street upon which property has frontage on upon combination is a City street, and no additional traffic signals, traffic signs, street markings, or other traffic control devices are presently needed. Consideration of additional traffic control markings or items in the future would be considered as the need is established by appropriate study and in accordance with applicable traffic standards.

B. **Fire**
   1. Fire protection by the City of Sevierville Fire Department will begin on the effective date of annexation using existing personnel and equipment. The City of Sevierville has a Class 3 rating.

C. **Water**
   1. The City of Sevierville Department of Water and Sewer is the service provider for public water service in the annexation area. A waterline lays along Ernest McMahan Road.
   2. Any future connection to or upgrade of the City of Sevierville system would be the responsibility of the person(s) requesting the extension of such service in order to adequately provide for domestic use and fire protection purposes, in accordance with established fees and policies of the City of Sevierville Department of Water and Sewer.
D. **Wastewater Disposal and Sanitary Sewer**
   1. The City of Sevierville Department of Water and Sewer is the service provider for sanitary service in the annexation area. A sewer line is in close proximity to the west of the property and to the north but will require extension by the owner/developer for service.
   2. Any future connection to or upgrade of the City’s sanitary sewer system would be the responsibility of the person(s) requesting such service, in accordance with established fees and policies of the City of Sevierville Department of Water and Sewer.

E. **Electrical Service**
   1. Electrical service can be provided to the area proposed for annexation, in accordance with established fees and policies of the Sevier County Electric System.

F. **Refuse Collection**
   1. Upon request, solid waste collection service can be made available, in accordance with established policies and fees of the City of Sevierville Department of Public Works.

G. **Streets**
   1. The street upon which property will have frontage on upon combination is a City street known as Ernest McMahan Road. As such, it presently receives routine maintenance, and any future improvements to the street will be made in accordance with established policies.

H. **Inspection Services**
   1. All City inspection services will begin following the effective date of annexation.

I. **Planning and Zoning**
   1. Planning services will be extended on the effective date annexation. The adjoining properties inside the corporate limits are zoned MDR/R-2, Medium Density Residential. The MDR/R-2 classification is proposed for the annexation area and will become effective upon the effective day of the annexation resolution.

J. **Street Lighting**
   1. City streetlights are in place along sections of Ernest McMahan Road. No additional streetlights are presently needed. Any future request for streetlighting would be reviewed in accordance with City policies and standards in place at that time.
K. **Recreation**

1. Any existing or future residents in the annexation area will be entitled to use all existing municipal recreational facilities, and will be eligible for City resident discounts on recreational charges, where applicable, and subject to compliance with guidelines established by the City of Sevierville Department of Parks and Recreation.

**Section 2.** This resolution is hereby adopted on the ___________ day of March 2020.

Approved: __________________________
Robbie Fox, Mayor

Attest: ______________________________
Lynn K. McClurg, City Recorder
DATE: March 16, 2020

AGENDA ITEM: Consider Adoption of Resolution R-2020-003

RESPONSIBILITY: Dustin Smith, Development Director

PRESENTATION: As noted in the Memo regarding the Plan of Services for this annexation area, the Plan of Services was approved by the Planning Commission at a meeting on March 5, 2020. The State law no longer allows cities to annex by ordinance; but, permits annexation by resolution (without a referendum) if the property owner(s) petition for annexation. The owners of this parcel have petitioned for annexation and proper notifications have been provided in accordance with State annexation statutes. If this resolution is adopted this evening, these properties will become part of the City in thirty (30) days. This waiting period will provide sufficient time to notify all affected City, County, and State agencies to prepare to provide services, revise maps, and/or adjust fees on that date. The Annexation request was unanimously approved by the Planning Commission. A staff report is attached.

REQUESTED ACTION: Adoption of R-2020-003.
RESOLUTION NO. R-2020-003

A RESOLUTION TO ANNEX CERTAIN TERRITORY AND TO INCORPORATE SAME WITHIN THE BOUNDARIES OF THE CITY OF SEVIERVILLE, TENNESSEE (PROPERTY ON ERNEST MCMAHAN ROAD, SEVIER COUNTY TAX MAP 62, PORTION OF PARCEL 36.02)

WHEREAS, the annexation of territory, as identified in this resolution is deemed reasonably necessary for the welfare of the residents and property owners of the affected area of annexation and of the City of Sevierville, Tennessee as a whole; and

WHEREAS, the owners of all the property in the affected area of annexation have petitioned the City requesting that their property be annexed.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, that:

Section 1. The foregoing is hereby the finding of the Board of Mayor and Aldermen, and thus adopted.

Section 2. All proceedings as to public hearing and adoption of plan of services, as required by 6-51-101, et seq., Tennessee Code Annotated, have been or will be conducted prior to this resolution’s adoption, as evidenced by official minutes of this body which are incorporated herein by reference as if set forth verbatim. The plan of services is attached hereto and incorporated by reference herein.

Section 3. In accordance with 6-51-101, et seq., Tennessee Code Annotated, there is hereby annexed into the City of Sevierville, Tennessee, and incorporated within the corporate boundaries thereof, effective thirty (30) days from the date of adoption of this Resolution, Sevier County Tax Map 62, Parcel 36.02, territory adjoining the present corporate boundaries, which territory is shown on the map attached hereto and incorporated herein by reference.

Section 4. This resolution is hereby adopted on the ____ day of March 2020.

APPROVED: ______________________
Robbie Fox, Mayor

ATTEST:

_________________________
Lynn K. McClurg, City Recorder
**Petitioners:** Karen Ogle Whitlock and Nicole L. Whitlock

**Staff:** Dustin Smith

**Tax ID Number(s):** Map 062, Parcel 036.02

**Area and Number of Parcels:** 1.25 acres +/-; One parcel

**Current Use:** Residential/Vacant Land

**Notification:** Notification of the City’s intention to annex the referenced properties will be provided in accordance with applicable provisions of 6-51-101-123, Tennessee Code Annotated (TCA)

**Exhibits:** Map, Petition, and Plan of Services attached

**Request**
To annex the remainder of parcel 062 036.02 into the City of Sevierville

**Background**
A petition requesting annexation of the remainder of the parcel has been submitted by the property owners.

**Staff Comments**
The area of the parcel proposed for annexation is currently vacant and the remainder of the parcel currently houses to residential dwellings. It is staff’s understanding that a Planned Unit Condo Development is the proposed use of the property. All property within the City Limits surrounding this area is zoned Medium Density Residential. The portion of the property proposed for annexation is presently zoned County R-2, Medium Density Residential, as is the adjoining property in the County to the south. The requested zoning for the annexation area is Medium Density Residential (R-2/MDR). City water lies along Ernest McMahan and sewer lines are in close proximity to the north, east, and west but it will be up to the developer to extend sewer service to this property during development.

**Public Comments**
None received to date.

**Staff Recommendation**
Given that the parties subject to this annexation have requested and agreed to it, that City services and facilities can be made available to this property in accordance with the adopted policies and fees for such services, that the adjoining parcels are inside the City limits, and that this portion of the property is provided access from a City, staff can recommend approval.
DATE: March 16, 2020

AGENDA ITEM: Consider Adoption of Ordinance O-2020-003 - 1st reading

RESPONSIBILITY: Dustin Smith, Development Director

PRESENTATION: As presented in the Staff report attached, Karen Whitlock and Nicole Whitlock requested zoning of Medium Density Residential (R-2/MDR) be placed on their remaining portion of property requested for annexation into the City of Sevierville by R-2020-003.

REQUESTED ACTION: Approval of O-2020-003 on 1st Reading
ORDINANCE NO. O-2020-003

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 PLACE THE MEDIUM DENSITY RESIDENTIAL (R-2/MDR) DISTRICT DESIGNATION UPON PROPERTY AT 1137 ERNEST McMahan Road, Tax Map 62, Parcel 36.02 (PROPERTY INCLUDED IN ANNEXATION RESOLUTION NO. R-2020-003)

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 placing upon property at 1137 Ernest McMahan Road, the designation of Medium Density Residential (R-2/MDR) District, as shown on the map attached hereto.

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

APPROVED: ____________________________
Robbie Fox, Mayor

ATTEST:

_____________________________
Lynn K. McClurg, City Recorder

Passed on 1st reading: ___________
Passed on 2nd reading: ___________
Passed on 3rd reading: ___________
**Petitioners:**  Karen Ogle Whitlock and Nicole L. Whitlock

**Staff:**  Dustin Smith

**Tax ID Number(s):**  Map 062, Parcel 036.02

**Area and Number of Parcels:**  1.25 acres +/-; One parcel

**Current Use:**  Residential/Vacant Land

**Notification:**  Notification of the City’s intention to annex the referenced properties will be provided in accordance with applicable provisions of 6-51-101-123, Tennessee Code Annotated (TCA)

**Exhibits:**  Map, Ordinance

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**Request**

To place the zoning designation of Medium Density Residential (R-2/MDR) District to the newly annexed portion of parcel 062 036.02

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**Background**

A petition requesting annexation of the remainder of the parcel has been submitted by the property owners and presented to the Board of Mayor and Aldermen by Resolution, R-2020-003.

**Staff Comments**

The area of the parcel proposed for annexation is currently vacant and the remainder of the parcel currently houses to residential dwellings. It is staff’s understanding that a Planned Unit Condo Development is the proposed use of the property. All property within the City Limits surrounding this area is zoned Medium Density Residential. The portion of the property proposed for annexation is presently zoned County R-2, Medium Density Residential, as is the adjoining property in the County to the south. The requested zoning for the annexation area is Medium Density Residential (R-2/MDR). City water lies along Ernest McMahan and sewer lines are in close proximity to the north, east, and west but it will be up to the developer to extend sewer service to this property during development.

**Public Comments**

None received to date.

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**Staff Recommendation**

Given that the parties subject to this annexation have requested and agreed to it, that City services and facilities can be made available to this property in accordance with the adopted policies and fees for such services, that the adjoining parcels are inside the City limits, and that this portion of the property is provided access from a City, staff can recommend approval.
Proposed Medium Density Residential Zoning
O-2020-003

Legend
- Proposed Zoning
- City Zoning
- City Limits
- Parcels
- Road Centrelines

1 inch = 165 feet
DATE: March 16, 2020

AGENDA ITEM: Consider Adoption of Ordinance O-2020-004 - 1st reading

RESPONSIBILITY: Dustin Smith, Development Director

PRESENTATION: As presented in the Staff report attached, Ron Ogle requested his property, located on Veterans Boulevard, Tax Map 062, Parcel 017.00, be rezoned from Tourist Commercial (TCL/C-5) to Intermediate Commercial (IC/C-3).

REQUESTED ACTION: Adoption of O-2020-004 on 1st Reading
ORDINANCE NO. O-2020-004

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 ON
VETERANS BOULEVARD, TAX MAP 062, PARCEL 017.00,
FROM TOURIST COMMERCIAL (TCL/C-5) DISTRICT TO
INTERMEDIATE COMMERCIAL (IC/C-3) 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 on Veterans Boulevard (Tax Map 62, Parcel
17.00), from Tourist Commercial (TCL/C-5) District to Intermediate Commercial (IC/C-3)
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 1st reading: ___________
Passed on 2nd reading: ___________
Passed on 3rd reading: ___________
<table>
<thead>
<tr>
<th><strong>Petitioners:</strong></th>
<th>Ron Ogle</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff:</strong></td>
<td>Dustin Smith</td>
</tr>
<tr>
<td><strong>Tax ID Number(s):</strong></td>
<td>Map 062, Parcel 017.00</td>
</tr>
<tr>
<td><strong>Area and Number of Parcels:</strong></td>
<td>26.8 acres +/-; Three parcels</td>
</tr>
<tr>
<td><strong>Current Use:</strong></td>
<td>Vacant Land</td>
</tr>
<tr>
<td><strong>Notification:</strong></td>
<td>Notification of the rezoning proposal was mailed out to all property owners within 200’ of the request.</td>
</tr>
<tr>
<td><strong>Exhibits:</strong></td>
<td>Map</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th><strong>Request</strong></th>
<th>To rezone three parcels east of Middle Creek with frontage on Veterans Boulevard from Tourist Commercial to Intermediate Commercial.</th>
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<tbody>
<tr>
<td><strong>Background</strong></td>
<td>This property originally extended from Veterans Boulevard across Middle Creek to Middle Creek Road. The portion being requested for rezoning was previously split from one tract into its current three and rezoned to its current zoning of Tourist Commercial.</td>
</tr>
<tr>
<td><strong>Staff Comments</strong></td>
<td>The south eastern most portion of the property being requested for rezoning is planned for a senior living facility. This type of facility is not an allowable use in the Tourist Commercial zone. Due to the size of the proposed development the remaining area located within the surrounding Tourist Commercial zone will also need to be rezoned to Intermediate Commercial. A Tourist Commercial zone requires a minimum of 25 acres. Property to the north is zoned Arterial Commercial, to the south and east is Intermediate Commercial, and to the west is Arterial Commercial with a small section of Intermediate Commercial fronting on Veterans.</td>
</tr>
<tr>
<td><strong>Public Comments</strong></td>
<td>None received to date.</td>
</tr>
<tr>
<td><strong>Staff Recommendation</strong></td>
<td>While staff is not necessarily sold that this is the highest and best use for the property, given that the surrounding properties are zoned Intermediate Commercial creating a contiguous expansion of the zone, the 25 acre Tourist Commercial requirement is being resolved, and this the Intermediate Commercial zone is a reduction in intensity of use staff can recommend approval.</td>
</tr>
</tbody>
</table>
Proposed Rezoning - Tourist Commercial (C-5/TCL) to Intermediate Commercial (C-3/IC)

Legend
- City Zoning
- Proposed Rezoning
- Parcels
- Road Centerlines
Date: March 16, 2020

Agenda Item: Consider accepting donations to Sevierville Fire Department and Sevierville Police Department.

Responsibility: Matt Henderson, Fire Chief
Joseph Manning, Chief of Police

Presentation: Checks have been presented to Sevierville Fire and Police Departments in the amount of $1000.00 from Mrs. Iva Grace Eledge. A donation from Sevier County Electric System in the amount of $1000.00 was given to Sevierville Fire Department.

Sevierville Fire Department would like to apply these donations to the restoration of Antique Fire Engine 1. Sevierville Police Department would like to use the donation for community resources.

Requested Action: Recommend approval to accept the donations from Mrs. Iva Grace Eledge and Sevier County Electric System.
MR OR MRS J. S. ELEDGE

PAY TO THE ORDER OF: Reservoir Fire Dept.

DOLLARS: $1,000.00

FOR: ____________________________________________________________________________

SHE (E) ELEDGE

DATE: 2-24-20

87-025042
MR OR MRS J. S. ELEDGE

PAY TO THE ORDER OF: Davenport Police Dept.

DATE 2-24-20

$1,000

One thousand dollars

DOLLARS

FOR

Citizens National Bank

Sign: Jan Eledge

87-225/642
SEVIER COUNTY ELECTRIC SYSTEM
P.O. BOX 4870
SEVIERVILLE, TN 37864

Pay ONE THOUSAND, ZERO DOLLARS AND 00/100 CENTS

To The
Order of CITY OF SEVIERVILLE
P.O. BOX 5500
SEVIERVILLE, TN 37864

SEVIER COUNTY ELECTRIC SYSTEM
CITY OF SEVIERVILLE

Please Detach and Retain Statement

We hereby hand you our check in settlement of items listed below.

<table>
<thead>
<tr>
<th>Invoice Nbr</th>
<th>Description</th>
<th>Invoice Date</th>
<th>Ref Nbr</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>022820</td>
<td>SEVIERVILLE FIRE DEPARTMENT</td>
<td>02/28/20</td>
<td></td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

Check Nbr: 63752
Check Date: 02/28/20
Check Amount: $1,000.00

Void After 90 Days

Allen E. [Signature]
Judy Greene
DATE: March 16, 2020

AGENDA ITEM: Request approval to donate ladders and turnout gear to Firehouse Subs Sevierville and Knoxville.

RESPONSIBILITY: Matt Henderson, Fire Chief

PRESENTATION: We currently have ladders which have failed annual inspection and have been tagged out of service and turnout gear which has reached its expiration date. Neither have any useful value and must be destroyed.

Firehouse has requested these items to use as décor in their Sevierville and Knoxville restaurants.

Firehouse Subs has proven to be a great community partner with Sevierville and surrounding fire departments by providing grants for equipment and promoting the sale of SFD t-shirts.

REQUESTED ACTION: Approval to donate failed ladders and expired turnout gear to Firehouse Subs.
Feb. 7, 2020

Chief Matt Henderson  
City of Sevierville Fire Dept.  
Sevierville, TN 37862

Dear Chief Henderson:

Please accept this letter as our request for excess and out-of-standard turn-out gear and ladders. These items, if granted, will be used as décor in our Firehouse Subs restaurant in Sevierville as well as new restaurants being built in the Knoxville area. Should this request be granted, this out-of-standards equipment will in no way be returned to service.

For the information of those with which you might share this request, be it known that even those Firehouse Subs restaurants in the Knoxville area support both our local and regional first responder efforts through Firehouse Subs Public Safety Foundation grants as well as direct local assistance from Firehouse Subs Franchisees.

Jenny and I are continuously reminded of the concern for our safety exhibited by you and your team at the Sevierville Fire Dept. We personally want to thank you for your efforts and promise to do all we can to support the Sevierville Fire Dept. and the other first responders that serve our community.

Sincerely,

[Signature]

Paul Bennett  
Firehouse Subs Sevierville, Franchisee
DATE: March 16, 2020

AGENDA ITEM: Rental of Replacement Bus

RESPONSIBILITY: Bob Parker, Director of Parks and Recreation

PRESENTATION: The 24-passenger bus operated by the Parks and Recreation department was totaled in the accident involving our Public Works employees last month. Our property and liability insurance provides $25,000 towards the rental of a vehicle to temporarily replace a wrecked asset. Using the available funds to rent a bus will allow us to continue to service the children’s program and also give us time to conduct a sealed bid process for the permanent replacement.

We solicited prices for monthly rental and only received one quote in return, from Carpenter Bus Sales, at a cost of $4,200 per month.

The full cost of rental up to $25,000 is reimbursable by our insurers, Public Entity Partners.

REQUESTED ACTION: Approve rental of bus from Carpenter Bus Sales for a not-to-exceed amount of $25,000.
Customer: City of Sevierville

DATE: 3/6/20

Customer #: __________________

E-mail: bparker@seviervilletn.org

Contact: Bob Parker

Phone: 865.868.1896/865.755.4922

THIS IS A RENTAL QUOTE ONLY! YOU MUST SIGN, DATE & RETURN THIS FORM TO BECOME A RESERVATION

Capacity: 17+2 WS (includes driver's seat)

Rear Storage Area - NO

Quantity: 1 (needs rear door)

Exterior @ Departure: Clean

Bus Stock #: 18542

Interior @ Departure: Clean

Mileage @ Departure: TBD

Fuel Tank @ Departure: Full

Trip Details:

Start Date: 4/1/20

Return Date: 8/31/20

Pick Up Time: 3/31 2 pm

Returning Time: TBD

Destination: TBD

For a 5 mth rental - if you decide to purchase the bus 50% of rental income can go towards purchase of the vehicle

Free Miles: 3,000 per month

For delivery to Sevierville - Add $365

ALL RENTALS HAVE TO BE PICKED UP PRIOR TO 3 PM

BUS QUOTE: $4,200.00 per month (plus sales tax if applicable)

Sales Tax:

Bus Value: $ 75,000.00

Surcharge Tax (TN) (Required by all parties including non-profits per TN regulations.)

TOTAL AMOUNT: $21,000.00 Excess Miles: $.60 per mile

TERMS AND CONDITIONS:

Quote is valid for 30 days

Units are NOT equipped with TV/DVD packages at this time

Subject to availability

Commercial Driver's License (CDL) w/Passenger Endorsement (P) is required for a rental that exceeds 15 Passengers

We request (3) business days notice in order to ensure that a unit is available and can be ready

Balance Due at Pickup

Rentee will pick up and return rental(s) to Carpenter Bus Sales in Franklin, TN

Rentee must provide Certificate of Insurance at least 48 hours before departure

Fuel: FULL to FULL

Condition: CLEAN to CLEAN

Rentee is responsible for insurance, fuel costs, and driver

Above prices DO NOT include sales tax, if applicable.

All terms and conditions of our standard Rental Agreement apply

POTENTIAL After-Rental Charges: (to be paid upon return or within 48 hours of return)

Excess mileage, Fuel to fill tank, Clean-up fee to pre-trip condition, Body Damage

All reservations made between March - August require a 50% deposit.

**IMPORTANT: March - August reservations require 4 week cancellation notice. No refunds will be issued on deposits for March - August reservations if not cancelled within 4 weeks of date of rental.

CANCELLATION FEE: $200.00

***THIS IS A QUOTE ONLY**** TO RESERVE A BUS - SIGN/DATE/RETURN THIS QUOTE

Accepted by: ______________________ Date: ______________________
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER A</td>
<td>Name of Insurer (Bests' Rating of A+ or Better)</td>
<td>GENERAL LIABILITY</td>
<td>Policy Number</td>
<td>Eff. Date</td>
<td>Exp. Date</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CLAIMS-MADE</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OCCUR</td>
<td>$100,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PRODUCTS - COMP/OP AGG</td>
<td>$2,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is included as Additional Insured and Loss Payee under automobile liability and physical damage coverage up to limit of value in respects to vehicle and/or vehicles leased to the named insured. Per lease agreement, deductibles are not to exceed $1,000 for collision and $1,000 for comprehensive. Description of Vehicle:

**Carpenter Bus, LLC**
132 Royal Oaks Blvd.
Franklin, TN 37067

© 1988-2010 ACORD CORPORATION. All rights reserved.
# Bid Tabulation for Bus Lease

**120 Gary Wade Blvd**  
Sevierville, TN 37862  
(865) 453-5441

**Date:** Feb-20  
**By:** Bob Parker-Director

<table>
<thead>
<tr>
<th>Bid # 1</th>
<th>Bid # 2</th>
<th>Bid # 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder</td>
<td>Mid South Bus</td>
<td>Central Bus Sales</td>
</tr>
<tr>
<td></td>
<td>Murfreesboro, TN</td>
<td>Lebanon, TN</td>
</tr>
<tr>
<td>Quote by</td>
<td>Michael Wallace</td>
<td>Chad Golden</td>
</tr>
<tr>
<td>Telephone</td>
<td>615-649-2985</td>
<td>615-925-9393</td>
</tr>
<tr>
<td>Description</td>
<td>No Interest</td>
<td>No Interest</td>
</tr>
</tbody>
</table>

Note: Staff did contact several local vendors, all required driver to be provided with bus.
RENTAL AGREEMENT # ________________

RENTEE (and CO-RENTEE, if any):
Name & Address (include City & Zip Code)

RENTOR:
CARPENTER BUS SALES
132 Royal Oaks Blvd
Franklin, TN 37067
1-800-370-6180
(615) 376-2287 • Fax (615) 370-1774
www.carpenterbus.com

1. DESCRIPTION OF RENTED VEHICLE: You (the Rentee and Co-Rentee) and Renter (Carpenter Bus Sales) agree to your renting the following vehicle.

<table>
<thead>
<tr>
<th>Year</th>
<th>Chassis</th>
<th>Body Type</th>
<th>Capacity</th>
<th>Vehicle Identification Number</th>
<th>Value</th>
</tr>
</thead>
</table>

2. MILEAGE & FUEL:

<table>
<thead>
<tr>
<th>Mileage at Departure</th>
<th>Mileage Upon Return</th>
<th>Fuel Tank at Departure</th>
<th>Fuel Tank at Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free Miles</td>
<td>Excess Miles</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. TERMS AND AMOUNT DUE:

A. Term of rental: ___________ through ___________.

FUEL POLICY: Pick up full & return full or pay $5.00 per gallon for Renter to fill tank after rental. All fuel cost during rental are paid by Rentee.

SERVICE POLICY: For extended length rentals, Rentee agrees to change the oil and oil filter every 3,000 miles or 3 months, whichever occurs first.

B. Rate of Rental:

<table>
<thead>
<tr>
<th>Excess Mileage</th>
<th>Per:</th>
<th>Miles @ $0.60 per mile</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>TN Sales Tax (if applicable)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TN Rental Surcharge Tax</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance Due:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See #6 for Standard Wear & Use

ROAD SIDE ASSISTANCE
A) FORD (800) 241-3673
B) CHEVROLET (800) 243-8872
C) GMC (800) 862-4389
D) IHC (800) 448-7825
E) FREIGHTLINER (800) 385-4357 (Option 1)

You will pay for the number of miles you drive and the length of time you rent the vehicle at the mileage and time rates indicated above. The minimum charge is one day (24 hours) plus mileage, or a fixed fee. Renter will determine the miles by reading the factory installed odometer. You will pay all taxes, surcharges and charges for miscellaneous services which apply to the rental. You understand that a surcharge is not a tax. Additionally, you will pay the refundable security deposit specified below. Renter will deduct from the deposit any obligation resulting from your default or abuse of the vehicle and/or any other charges you owe under this rental. Renter may retain the security deposit until all amounts owed under this rental are paid.

You will return the vehicle at the end of rental in good condition with no excessive wear and use as stated and defined in paragraph 6. If you do not pay all charges when due, you agree to pay a late charge of 1.5% per month on the past due balance.

4. INSURANCE: You will at your expense provide and maintain for the term of this rental Public Liability and Physical Damage Insurance on the rental vehicle covering you and Renter. The coverage must be in amounts not less than $1,000,000 combined single limit and physical damage coverage with deductibles not to exceed $1,000 for collision and $1,000 for comprehensive. Non-profit customers must also carry a $1,000,000 umbrella coverage policy for a total required coverage of $2,000,000. Commercial customers must provide $5,000,000 automobile liability coverage. (NOTE: This can be combined between the automobile liability coverage and excess umbrella coverage).

YOU WILL AT ALL TIMES DURING THE TERM OF THIS RENTAL MAINTAIN AT YOUR EXPENSE INSURANCE OF THE TYPES AND IN THE AMOUNTS SPECIFIED. THE POLICIES MUST REFLECT CARPENTER BUS SALES AS AN "ADDITIONAL INSURED" AND "LOSS PAYEE". THIS COVERAGE MUST BE WRITTEN BY A CARRIER ACCEPTABLE TO THE RENTOR AND WHICH IS AUTHORIZED TO DO BUSINESS IN THE STATE WHERE YOU LIVE OR GARAGE THE VEHICLE. YOU WILL PROVIDE APPROPRIATE EVIDENCE OF THIS COVERAGE TO RENTOR. THE INSURANCE PROVIDED AND MAINTAINED BY YOU SHALL BE PRIMARY. ANY OTHER COVERAGE THAT MAY BE AVAILABLE FOR THE VEHICLE THROUGH THE RENTOR SHALL NOT BE APPLICABLE UNLESS AND UNTIL THE LIMITS OF ALL COVERAGE PROVIDED AND MAINTAINED BY YOU ARE FIRST EXHAUSTED.

YOU AGREE TO ALL THE PROVISION OF THIS RENTAL AGREEMENT.

(Paragraph 5-14 on back)

RENTOR: CARPENTER BUS SALES
BY: ________________________________ |

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY ON ___________.

33
5. **REPORT OF DAMAGE TO INSURER.** You will report any loss or damage to the vehicle covered by the insurance required above to the insurer providing such coverage within 48 hours of such loss or damage. You will provide a copy of any such report to Rentec. Failure to abide by the requirement will be a default under this agreement.

6. **ADDITIONAL RENTAL REPLACEMENT VEHICLE AND DAMAGES.** You will continue to pay the rent set forth above to Rentec until the vehicle is returned to the Rentec in rentable condition (non-exclusive wear and use, and standard cleaning excepted), or if the vehicle is not returned, until the vehicle is replaced with an identical vehicle (or as near thereto as is reasonably possible, being the same or newer model year, having the same or less mileage, and having the same or more capacity for transporting both passengers and cargo, and with the same or better amenities and finishes), or collected funds to purchase said vehicle, delivered to Rentec by you or an insurer issuing the insurance identified above, or its agents. This paragraph shall apply in all cases regardless of cause except due to the fault of Rentec, including accidents or crashes resulting in damage to or destruction of the vehicle. You will be responsible to the Rentec for all damages to the vehicle during the term of this agreement, whether committed by Rentee, or others, but not Rentec. The parties acknowledge that the terms of this paragraph provide for the payment of damages, including consequential damages, anticipated to be sustained by the Rentec in the event of damage to or loss of the vehicle, including but not limited to the loss of rental income to the Rentec.

7. **STANDARDS FOR WEAR AND USE.** "Excessive wear and use" includes, among other things: (a) glass breakage or discoloration; (b) damage or deterioration of body, fenders, metal work, trim or paint; (c) missing wheel covers, jack or wheel wrench; (d) ton dash, floor covers, seats, head-liners, upholstery or interior work or trunks; (e) any wheels or tires (including spare) that are missing or not in safe condition; (f) damage from flood water, hail, sand, or (g) any damage that makes the vehicle either unsafe or unlawful to operate. Rentee acknowledges that vehicle was received on the date indicated in a clean, unlettered condition without physical damage to the interior or exterior except as noted on this Rental Agreement. Rentee shall return the vehicle in a clean, unlettered condition. Vehicles not returned in this condition will subject Rentee to a clean-up fee ($100 – 15 passenger, $150 – 25 Passenger, & $200 – 30 passengers & up).

8. **USE.** You will allow only licensed drivers to operate the vehicle. Any rental with a capacity greater than fifteen (15) can only be operated by a driver who has a Class "C" Commercial Driver's License (CDL) with Passenger Endorsement. Such drivers shall be duly authorized by you, properly licensed to perform the type of driving for which they are employed, and while operating the vehicle, acting within the scope of their employment. You will keep the vehicle free of all fines, liens, and encumbrances. You agree to pay any such fines or remove any such liens and encumbrances immediately. If you do not, Rentec may do so and any amounts paid by Rentec shall be an additional amount owed by you under this rental. You will not allow any use of the vehicle to tow or push anything. You will not allow the vehicle in any test, race, or contest and will not allow its use for any illegal, improper, or unsafe purpose. You will not remove the vehicle from the United States or Canada. You will not alter, mark or install the equipment in the vehicle without the Rentec's written consent.

You will return the vehicle on the date indicated in paragraph 3 above. You will return it sooner on Rentec's demand in the event of default. You will be in default if any of the following occurs: (1) you or your property are the subject of a proceeding in bankruptcy, receivership or insolvency or you make an assignment for the benefit of creditors; (2) you fail to comply with the insurance requirements of the rental; (3) during the rental term specified in paragraph 6 the vehicle experiences "excessive wear and use" as that term is defined in paragraph 3 above; (4) you have made any material misrepresentation on or in connection with this rental agreement; (5) you fail to answer any traffic summons or pay fines when due; (6) you fail to comply with any other terms or conditions of this rental agreement. Rentec retains the right to waive any or all of the above events of default, and any waiver of a default shall operate only to waive the event so waived and shall not operate as a continuing or permanent waiver of any default by Rentee. If you are in default, Rentec may terminate this rental prior to the scheduled term.

9. **COLLECTIONS.** All charges, fees, and expenses, including payment for loss of or damage to the vehicle are due at Rentec's request. If you are in default Rentec will have the rights and duties provided by law. Rentec will have the right to sue you for damages and/or recovery of the vehicle. Rentec may take the vehicle from you without demand. To take, Rentec may enter your premises or the premises where the vehicle is stored, as long as it is done peacefully. If there is any personal property in the vehicle when Rentec takes it from you, Rentec can take it and store it for you. The taking of the vehicle by Rentec shall be considered an early termination and you will not be released from any obligation from this rental. You will be charged the reasonable expenses for taking possession and storing the vehicle. You will also be charged reasonable attorney's fees and legal expenses incurred by Rentec. The provisions of this paragraph shall apply to any other vehicle rented by Rentee to Rentec which involve the actions described herein by Rentec.

10. **INDEMNIFICATION.** YOU AGREE THAT ALL THE PAYMENTS MADE PURSUANT TO THIS RENTAL OR THIS AGREEMENT WILL NOT BE SUBJECT TO ANY DEFENSE, SET-OFF, COUNTERCLAIM OR RECoupMENT. YOU ALSO AGREE TO INDEMNIFY AND HOLD RENTOR AND ITS ASSIGNEES AND EMPLOYEES HARMLESS FROM ALL LOSSES, DAMAGES, INJURIES, CLAIMS, AND DEMANDS AND EXPENSES ARISING OUT OF THIS RENTAL, THROUGH NEGLIGENCE OR OTHERWISE AND INCLUDING MATTERS RELATED TO THE CONDITION, MAINTENANCE, USE OR OPERATION OF THE RENTAL VEHICLE.

11. **INSPECTION.** Rentec may inspect the vehicle at any reasonable time. If Rentec asks to inspect the vehicle, you will allow Rentec to inspect the vehicle and the inspection. If the vehicle is damaged or there is "excessive wear and use," Rentec will decide if the vehicle is reasonable repairable. If the vehicle is reasonable repairable, you will promptly have the necessary repairs made when Rentec asks you to do so.

12. **OWNERSHIP.** This is a rental only and Rentec remains the owner of the vehicle. You will not transfer, sublet, rent or do anything to interfere with Rentec's ownership of the vehicle. You and Rentec agree that this rental will be treated as a true rental for Federal Income tax purposes and elect to have Rentec receive the benefits of ownership [IRC § 166 (d) (1)].

13. **DEFAULT UNDER AGREEMENT SHALL BE A DEFAULT ON ALL OTHER RENTALS.** Any default of this agreement shall constitute a default to the Rental Agreement covering any other vehicle rented by Rentee from Rentec. Any default of this agreement will entitle Rentec to exercise the remedies available to it, including but not limited to termination of any rental and/or taking possession of any vehicle, pursuant to any Rental Agreement with Rentec involving another rental.

14. **TOTAILITY OF AGREEMENT.** This rental contains the entire agreement between you and Rentec. There are no other agreements between you and Rentec except those included in writing in this rental. No change or other agreement will be binding unless in writing and signed by you and Rentec.

15. **ASSIGNMENT.** You agree that this rental or any rentals may be assigned by Rentec. You have no right to assign this rental.

16. **SEVERABILITY, CHOICE OF LAW, AND VENUE.** If any part of this rental is not valid according to law, all other parts will remain enforceable. This rental and agreement will be governed by the laws of the State of Tennessee. The venue for all disputes relating to this rental and agreement will be Williamson County, Tennessee.
CARPENTER
BUS SALES

ADDENDUM TO RENTAL AGREEMENT FOR LONG TERM RENTALS

This Addendum to Rental Agreement for Long Term Rentals (the "Addendum") is by and between Renter and Rentee, and Co-Rentee, if any (collectively, "Rentee"), identified below, and shall amend that Rental Agreement (the "Rental Agreement") Number—, and is entered on the same date as the Rental Agreement.

WHEREAS, Renter has rented a vehicle to Rentee pursuant to the Rental Agreement; and

WHEREAS, the term of the rental is such that additional terms and conditions need to be part of the agreement between the parties, such that this Addendum is necessary.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Renter and Rentee agree as follows:

1. During the term of this rental, or any extension thereof, Rentee, at Rentee's sole cost, shall be responsible for all inspections of and maintenance to the rental vehicle.

2. Rentee shall have maintenance performed on the rental vehicle at manufacture recommended intervals.

3. All parts, fluids etc. used for the recommended maintenance intervals shall meet or exceed manufacture recommendations.

4. Rentee is responsible for proof of all maintenance, with mileage and vehicle identification numbers affixed. Upon the performance of any maintenance, Rentee will fax or email maintenance records to Carpenter Bus upon completion of the maintenance. Rentee will also provide a complete maintenance history to Renter upon return of the rental vehicle.

5. Rentee represents and warrants that it is knowledgeable of all aspects of the maintenance and operation of rented vehicles, including but not limited to fueling, diesel exhaust fluid filling, diesel exhaust after treatment operator responsibilities, and driver initiated regenerations (which are required for diesel engines, and which, if not performed or performed improperly, may result in expensive maintenance and repairs), all of which shall be performed at Rentee's expense. In the event Rentee fails to perform the recommended and/or required maintenance on the rental vehicle as provided herein, Rentee shall be responsible for all costs, including damage to the rental vehicle, resulting therefrom.

6. Rentee is responsible for all tire damage occurring during the term of the rental. Rentee shall replace all damaged tires, or tires that are worn to the point of replacement pursuant to manufacturer recommendation, with an identical tire of the same brand, type, and load range. Failure to replace tires as required shall result in a charge back to the Rentee for the cost of a replacement tire as described above, together with the cost or value any labor charges, whether installed by Renter or by a facility of Renter's choice.
CARPENTER
BUS SALES

7. RENTEE IS RESPONSIBLE FOR AND AGREES TO REPLACE AND/OR REPAIR ANY DAMAGE TO THE RENTAL VEHICLE OCCURRING DURING THE RENTAL TERM. THIS INCLUDES REPLACING AND/OR REPAIRING ALL LOSSES AND DAMAGES TO THE RENTAL VEHICLE, REGARDLESS OF FAULT OR NEGLIGENCE OF RENTEE OR ANY PERSON, OTHER THAN RENTOR, REGARDLESS IF DAMAGES ARE AN ACT OF GOD. ALL REPAIRS, WHETHER TO THE BODY OR MECHANICAL REPAIRS, SHALL USE IDENTICAL OR MANUFACTURER RECOMMENDED PARTS.

8. RENTEE IS RESPONSIBLE FOR DAMAGES RESULTING FROM DRIVER NEGLECT OR OMISSION.

9. THIS ADDENDUM SHALL SUPPLEMENT THE RENTAL AGREEMENT. ALL TERMS OF THE RENTAL AGREEMENT SHALL APPLY TO THE RENTAL BETWEEN RENTER AND RENTEE. IN THE EVENT OF A CONFLICT OF A PROVISION BETWEEN THE RENTAL AGREEMENT AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL AND WILL BE CONSIDERED AN AMENDMENT TO THE RENTAL AGREEMENT.

RENTER

CARPENTER BUS LLC, a Tennessee Limited Liability Company

By: ____________________________ (Signature)
Name: Henry H. Headden (Print)
Title: President (Print)

RENTEE

TBD.
(Entities Name, if applicable)

By: ____________________________ (Signature)
Name: ____________________________ (Print)
Title: ____________________________ (Print)
SC Allstar Paratransit - 25’ 17+2WS w Rear Door

www.CarpenterBus.com
DATE:  March 16, 2020

AGENDA ITEM:  Golf Course Bunker Repair

RESPONSIBILITY:  Tracy Baker

PRESENTATION: This is one of two large restoration projects at the Golf Club as a result of the flooding last February. Both projects are reimbursable by FEMA, but are not budgeted and will require a transfer of funds.

This project will repair erosion damage done to several bunkers, as well as reduce the overall size of the bunkers in an effort to minimize cost and resources required for ongoing maintenance.

The lowest bidder does not possess the required Contractor’s License, although all other bidders did. Prices quoted are based on square footages, which may vary once work begins. We request a not to exceed budget of $187,620.48 from the second lowest bidder, First Place Finish, Inc.

REQUESTED ACTION: Approval of not-to-exceed budget of $187,620.48 for bunker repairs to be awarded to First Place Finish, Inc.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Price (Not to Exceed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>East TN Turf + Landscape</td>
<td>281,827.00</td>
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<tr>
<td>Mid America Sports</td>
<td>217,352.20</td>
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<td>Construction</td>
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<td>Bunichek</td>
<td>279,173.00</td>
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<td>Fleetwood Services</td>
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<td>First Place Finish</td>
<td>187,020.48</td>
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<tr>
<td>Landscapes Unlimited</td>
<td>343,003.25</td>
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Opening Date: 11/14/19
Time: 3:00 PM
Location: City Hall
DATE: March 16, 2020

AGENDA ITEM: Consider Approval of Change Order No. 1 for Construction of the Downtown Streetscapes Project

RESPONSIBILITY: Bryon Fortner, P.E. – Public Works Director

PRESENTATION: As anticipated, there have been a few items and issues uncovered in the first few months of the project resulting in the attached change order. An explanation of the general items is attached from our construction engineering inspection consultant along with the actual quantities.

This is a unit price contract, so some of these quantities are estimated and will hopefully be less than what we have projected. The original contract amount as approved is $6,777,663.14. The change order amount is estimated to be $562,762.94, so the new projected contract amount will be $7,340,426.08. This change order has been incorporated into the FY2021 budget.

REQUESTED ACTION: Approval of Change Order No. 1 to the contract with Charles Blalock and Sons, Inc. in the amount of $562,762.94.
RE: Sevierville Downtown Streetscapes Project – Change Order #1

Mr. Bryon Fortner,

Vaughn and Melton Consulting Engineers would like to request approval of the attached change order request based on the following justification.

Street Lighting
23 receptacles were added to the project. The streetlight poles could not accommodate these additional receptacles, so bollards were added to support 20 – 20-amp receptacles and 10 – 50-amp receptacles. Resulting in a $30,780 increase.

Electrical Items
Per coordination with Sevier County Electric conduit sizes were revised to accommodate additional runs of wire to meet power supply demands. 2 Special Event Panels were added. The changes to the receptacles resulted in quantity changes for the electrical items. Some receptacles were removed to be included in the cost of the bollards. Fuses were switched out to match the new receptacles. Resulting in a $166,585.48 increase.

Relocate handhole
2 handholes were installed before a revision to the parking stalls in front of Court House Plaza. The contractor was asked to relocate those out of the new parking stall. Resulting in a $2,730 increase.

Roof/Gutter Drains
20 roof drain connections were encountered after demolition of the sidewalks. These roof drains needed to be tied into the new drainage system. Resulting in a $27,200 increase.

Sanitary Sewer
The tie-in manhole in Main St was discovered to be lower than expected. This being the first structure in the system, the entire line needed to be lowered which increases the depth of all downstream structures and depth of pipe in the trench. Resulting in a $184,575 increase.

Traffic Control
2 traffic control plans were added to accomplish utility tie-ins in the intersections of Bruce/the Parkway and Court/Main. Additional traffic control measures were required to shift traffic. Resulting in a $110,906.50 increase.
Pavement Marking
All thermo-plastic pavement markings were changed to a 3M preformed tape with SPA-60 due to concerns of the thermo-plastic's long-term durability on concrete pavement. Resulting in a $13,785.96 increase.

Underground Storage Tank Remediation
A tank was discovered during excavation that contained petroleum product and needed to be removed and disposed of properly resulting in a $5,400 increase.

Thank You,

Ryan M. Henley
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Current/Pending Quantities</th>
<th>Revised Quantities</th>
<th>QTY Over/Under</th>
<th>Contract Price</th>
<th>Net Amount Due</th>
<th>Change</th>
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<tbody>
<tr>
<td>E1.01</td>
<td>4'x3' Deep Side Walk Vault</td>
<td>EA</td>
<td>12</td>
<td>9</td>
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<td>E1.04.1</td>
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<td>135</td>
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<td>E1.04.3</td>
<td>Secondary Duct Bank (1-3&quot;)</td>
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<td>E1.05.1</td>
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<td>4</td>
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<td>E1.06.2</td>
<td>120/240V Conductor (4-6 AWG Copper)</td>
<td>LF</td>
<td>51,220</td>
<td>42,050</td>
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<td>E1.06.3</td>
<td>120/240 V Conductor (312 AWG Copper)</td>
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<td>E1.06.4A</td>
<td>Fuse, Inline, Submersible,10A, for St. Lgt.</td>
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<td>60</td>
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<td>E1.06.4B</td>
<td>Fuse, Inline, Submersible,20A, for GFCI Ractp</td>
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<td>95</td>
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<td>Fuse, Inline, Submersible,15A, for GFCI Tree Ractp</td>
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<tr>
<td>E1.07</td>
<td>Receptacles, 20A, 1P, Weather Proof/GFCI</td>
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<td>-10</td>
<td>-10</td>
<td>$105.00</td>
<td>$1,050.00</td>
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<tr>
<td>E1.08</td>
<td>Handhole, Sidewalk, 15&quot;x18&quot;</td>
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<td>$2,940.00</td>
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<tr>
<td>E1.06A</td>
<td>Relocate Handhole, Sidewalk, 15&quot;x18&quot;</td>
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<td>2</td>
<td>$1,165.00</td>
<td>$2,730.00</td>
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### STREET LIGHTING ITEMS

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Current/Pending Quantities</th>
<th>Revised Quantities</th>
<th>QTY Over/Under</th>
<th>Contract Price</th>
<th>Net Amount Due</th>
<th>Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>714-08.09</td>
<td>LIGHT STANDARDS (w/ 1 receptacle, banner arm, and provisions for baskets and speakers)</td>
<td>EA</td>
<td>16</td>
<td>18</td>
<td>2</td>
<td>$3,900.00</td>
<td>$7,800.00</td>
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<tr>
<td>714-08.13</td>
<td>LIGHT STANDARDS (w/ 3 receptacles, banner arm, and provisions for baskets and speakers)</td>
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<td>$4,100.00</td>
<td>$4,100.00</td>
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<tr>
<td>714-08.10</td>
<td>LIGHT STANDARDS (w/ 4 receptacles, banner arm, and provisions for baskets and speakers)</td>
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<td>0</td>
<td>-1</td>
<td>$4,300.00</td>
<td>$4,300.00</td>
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<tr>
<td>714-08.11</td>
<td>LIGHT STANDARDS (w/ 1 receptacle, banner arm, and provisions for baskets)</td>
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<td>36</td>
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<td>$3,500.00</td>
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<tr>
<td>714-08.12</td>
<td>LIGHT STANDARDS (w/ 3 receptacles, banner arm, and provisions for baskets)</td>
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<td>0</td>
<td>-1</td>
<td>$3,800.00</td>
<td>$3,800.00</td>
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<tr>
<td>714-08.14</td>
<td>ELECTRICAL BOLLARD -120V (w/ 2-20 amp receptacles)</td>
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<td>2</td>
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<td>$7,040.00</td>
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<tr>
<td>714-08.15</td>
<td>ELECTRICAL BOLLARD -120V (w/ 3-20 amp receptacles)</td>
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<td>0</td>
<td>2</td>
<td>2</td>
<td>$3,520.00</td>
<td>$7,040.00</td>
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<tr>
<td>714-08.16</td>
<td>ELECTRICAL BOLLARD -120/240V (w/ 2-50 amp and 2-20 amp receptacles)</td>
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<td>0</td>
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<td>5</td>
<td>$3,520.00</td>
<td>$17,600.00</td>
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<td>202-09.11</td>
<td>Removal of Underground Tank</td>
<td>LS</td>
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<td>1</td>
<td>1</td>
<td>$5,400.00</td>
<td>$5,400.00</td>
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<tr>
<td>920-10.04</td>
<td>Roof/Gutter Drains</td>
<td>EACH</td>
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<td>30</td>
<td>30</td>
<td>$1,600.00</td>
<td>$48,000.00</td>
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</table>
### CHANGE ORDER ITEM DETAIL

**Project Title**: Sevierville Downtown Streetscapes

**Owner**: City of Sevierville

**Contractor**: Charles Blalock & Sons

**Consulting Engineers**: Vaughn & Milton Consulting Engineers

**Owner's Contract No.**: D5001

**Date Prepared**: 3/9/2020

**C. O. #:** 1

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Current/Pending Quantities</th>
<th>Revised Quantities</th>
<th>QTY Over + QTY Under</th>
<th>Net Amount Due to Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1.01</td>
<td>6&quot; PVC Gravity Sewer (0-6' Depth) - Paved</td>
<td>LF</td>
<td>205</td>
<td>20</td>
<td>-185</td>
<td>$150.00</td>
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<tr>
<td>S1.01A (CO1)</td>
<td>6&quot; PVC Gravity Sewer (6-8' Depth) - Paved</td>
<td>LF</td>
<td>0</td>
<td>185</td>
<td>185</td>
<td>$175.00</td>
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<tr>
<td>S1.02</td>
<td>10&quot; PVC Gravity Sewer (0-6' Depth) - Paved</td>
<td>LF</td>
<td>465</td>
<td>0</td>
<td>-465</td>
<td>$160.00</td>
</tr>
<tr>
<td>S1.07</td>
<td>12&quot; PVC Gravity Sewer (0-6' Depth) - Paved</td>
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<td>-285</td>
<td>$150.00</td>
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<tr>
<td>S1.07A (CO1)</td>
<td>12&quot; PVC Gravity Sewer (6-8' Depth) - Paved</td>
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<td>0</td>
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<tr>
<td>S1.07B (CO1)</td>
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<td>S1.07C (CO1)</td>
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<td>$360.00</td>
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<td>S1.08</td>
<td>4&quot; Dia. Precast Conc. MH (0-6' Depth)</td>
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<td>3</td>
<td>-5</td>
<td>$5,300.00</td>
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<tr>
<td>S1.10</td>
<td>4&quot; Dia. Precast Conc. MH (8-10' Depth)</td>
<td>EA</td>
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<td>5</td>
<td>4</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>S1.11</td>
<td>4&quot; Dia. Precast Conc. MH (10-12' Depth)</td>
<td>EA</td>
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<td>5</td>
<td>4</td>
<td>$7,300.00</td>
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<tr>
<td>S1.16A (CO1)</td>
<td>Plug and Cap Existing 12&quot; Sewer at Manhole</td>
<td>EA</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>$4,500.00</td>
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<tr>
<td>S1.17</td>
<td>6&quot; Service Connection Appurtenances</td>
<td>EA</td>
<td>30</td>
<td>31</td>
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<td>$3,150.00</td>
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<tr>
<td>S1.22</td>
<td>Back Excavation</td>
<td>CY</td>
<td>950</td>
<td>1,630</td>
<td>680</td>
<td>$25.00</td>
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</table>

**SANITARY SEWER ITEMS**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Current/Pending Quantities</th>
<th>Revised Quantities</th>
<th>QTY Over + QTY Under</th>
<th>Net Amount Due to Change</th>
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</thead>
<tbody>
<tr>
<td>705-20.25</td>
<td>TEMPORARY CRASH CUSHION (MASH TL-3)</td>
<td>EACH</td>
<td>0</td>
<td>4</td>
<td>4</td>
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<tr>
<td>712-02.02</td>
<td>INTERCONNECTED PORTABLE BARRIER RAIL</td>
<td>L.F.</td>
<td>0</td>
<td>576</td>
<td>576</td>
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<tr>
<td>712-02.36</td>
<td>REMOVE AND RELOCATE PORTABLE BARRIER RAIL</td>
<td>L.F.</td>
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<td>578</td>
<td>578</td>
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<tr>
<td>712-04.01</td>
<td>FLEXIBLE DRUMS (CHANNELIZING)</td>
<td>EACH</td>
<td>0</td>
<td>61</td>
<td>61</td>
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<td>712-07.03</td>
<td>TEMPORARY BARRICADES (TYPE III)</td>
<td>L.F.</td>
<td>0</td>
<td>245</td>
<td>245</td>
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<td>712-09.02</td>
<td>REMOVABLE PAVEMENT MKG (8&quot; BARRIER LINE)</td>
<td>L.F.</td>
<td>0</td>
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<td>4,000</td>
<td>$3.52</td>
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<tr>
<td>712-09.09</td>
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<td>L.F.</td>
<td>0</td>
<td>1,300</td>
<td>1,300</td>
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<td>712-12.10</td>
<td>TEMPORARY CURB W/FLEXIBLE DELINEATOR</td>
<td>L.F.</td>
<td>0</td>
<td>723</td>
<td>723</td>
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<tr>
<td>716-05.06</td>
<td>PAINTED PAVEMENT MKG (TURN LANE ARROW)</td>
<td>EACH</td>
<td>0</td>
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<td>$110.00</td>
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<td>716-08.06</td>
<td>REMOVAL PAVEMENT MKG (TURN LANE ARROW)</td>
<td>EACH</td>
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**TRAFFIC CONTROL ITEMS**
## Change Order Item Detail

<table>
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<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Current/Pending Quantities</th>
<th>Revised Quantities</th>
<th>QTY Over + QTY Under</th>
<th>Contract Price</th>
<th>Net Amount Due Change</th>
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<tbody>
<tr>
<td>716-02.05</td>
<td>Plastic Pavement Marking (Stop Line)</td>
<td>L.F.</td>
<td>145</td>
<td>0</td>
<td>-145</td>
<td>$11.00</td>
<td>($1,595.00)</td>
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<tr>
<td>716-02.05A</td>
<td>Pave Marking (Stop Line) Preformed Tape with SPA-60</td>
<td>L.F.</td>
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<td>145</td>
<td>145</td>
<td>$18.70</td>
<td>$2,711.50</td>
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<tr>
<td>716-02.06</td>
<td>Plastic Pavement Marking (Turn Lane Arrow)</td>
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<td>6</td>
<td>0</td>
<td>-6</td>
<td>$160.00</td>
<td>($960.00)</td>
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<tr>
<td>716-02.06A</td>
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<td>6</td>
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<td>716-02.09</td>
<td>Plastic Pavement Marking (Longitudinal Cross-walk)</td>
<td>L.F.</td>
<td>134</td>
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<td>$20.00</td>
<td>($2,680.00)</td>
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<tr>
<td>716-02.09A</td>
<td>Pave Marking (Longitudinal Cross-walk) Preformed Tape with SPA-60</td>
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<td>134</td>
<td>134</td>
<td>$35.20</td>
<td>$4,716.80</td>
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<tr>
<td>716-02.12</td>
<td>Plastic Pavement Marking (8 IN Line)</td>
<td>L.M.</td>
<td>0.15</td>
<td>0.00</td>
<td>-0.15</td>
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<td>Pavement Marking (8 IN Line) Preformed Tape with SPA-60</td>
<td>L.M.</td>
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<td>Plastic Word Pavement Marking (Bus Only)</td>
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<td>Spray Thermo Pavement Marking (60 mil)(4IN Line)</td>
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<th>Pending Change Orders</th>
<th>Total Change Orders to Date</th>
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**Authorized by Engineer/CEI:**

Approved by Contractor:

Approved by Owner:

Date:
DATE: March 16, 2020

AGENDA ITEM: Replacement and installation of water meters from Core & Main for $1,599,840.00.

RESPONSIBILITY: Steve Flynn, Director of Water & Sewer Department

PRESENTATION: Replace existing radio read water meters and install new radio read water meters. Included with the installation will be GIS information on each water meter. Cost will be $1,599,840.00 for 8,000 residential water meters. Please see attached proposal from Core & Main (sole source provider) to provide the meters which are Master Meter brand. We currently use only Master Meter water meters in our water system as the measuring devices.

REQUESTED ACTION: Approval of purchase.
Bid Proposal for Sevierville Loyalty Program

CITY OF SEVIERVILLE
2295 McCROSKEY ISLAND RD
SEVIERVILLE, TN 37876
Contact: Rob Tinker

Job
Sevierville Loyalty Program
Bid Date: 12/01/2019 01:00 a.m.
Bid #: 503658

Sales Representative
Corrine Campbell
(T) 865-247-1001
corrine.campbell@coreandmain.com

Core & Main
5905 Old Rutledge Pike
Knoxville, TN 37924
(T) 865-546-3225
Bid Proposal for Sevierville Loyalty Program

CITY OF SEVIERVILLE
Bid Date: 12/01/2019 01:00 a.m.
Core & Main 503658

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<td>5/8X3/4 BLO5 MTR USG W/3G MULTI-JET DIALOG 3G DS USG RF</td>
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<td>P12-C20-A01-0101A-1 (B12-C31-A10-0101A-3)</td>
<td>METER PRICING HELD UNTIL 12/31/20</td>
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<td>80</td>
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<td>8000</td>
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Total 1,599,840.00

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TermsC/
DATE: March 16, 2020

AGENDA ITEM: Consider approval and/or ratification of the following expenses in excess of $5,000.00.

RESPONSIBILITY: Lynn McClurg, Chief Financial Officer

PRESENTATION:

1. Innovu – Health Plan Data Analytics - $6,124.00 professional services
2. West Virginal Signal & Light – Warning Light Bars for fleet vehicles - $6,245.85 + shipping low price

REQUESTED ACTION: Approval and/or ratification of the above-mentioned expenses.
BILL TO
Jamie Tyler
City of Sevierville
120 Gary Wade Blvd
Sevierville, TN 37862
United States

SHIP TO
Jamie Tyler
City of Sevierville
120 Gary Wade Blvd
Sevierville, TN 37862
United States

MD NAME
Morgiewicz

INVOICE 1694

DATE 02/01/2020
TERMS Net 30

DUE DATE 03/02/2020

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<td>EmployerLens for 200 - 299 employees</td>
<td>1</td>
<td>6,124.00</td>
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EmployerLens seamlessly integrates all of your employee benefits-related data (health and wellness, disability, ancillary, workers' compensation, and total compensation) to deliver complete visibility through detailed, on-demand dashboards, reports, and comparative analytics. You also get real-time, drill-down capability. Be alerted to critical items within your benefit programs, and collaborate in real-time Innovu analytic experts and your advisers.

Year 2 of 3

TERM: 10/1/18 - 9/30/21
Thank you for your business! For questions, please email accounting@innovu.com

| SUBTOTAL | 6,124.00 |
| TAX (0%) | 0.00     |
| TOTAL    | 6,124.00 |

TOTAL DUE $6,124.00

Please remit payments to:
Accounts Receivable
1250 Penn Avenue, Suite 300
Penn Liberty Plaza 1
Pittsburgh, PA 15222
### City of Sevierville

**Public Works-Fleet**

310 Robert Henderson Road, P.O. Box 5500
Sevierville, TN 37864
(865) 429-4567

<table>
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<tr>
<th>Item #</th>
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<th>Bid # 1</th>
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<th>Bid # 3</th>
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Shipping: $225.00

Total Bid: $6,470.85

Notes: