AGENDA
BOARD OF MAYOR & ALDERMEN
August 17, 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 – August 3, 2020

D. PUBLIC FORUM

E. REPORTS – Monthly Department Reports

F. COMMUNICATIONS FROM MAYOR & ALDERMEN
   Board Appointment
   Regional Planning Commission
   Douglas E. Messer (replacing Jim Arwood) – 5-year term – expiration 7/1/2025
   Board of Adjustments and Appeals
   Ken Loomis (reappointment) – 3-year term – expiration 7/1/2023
   Rod McCarter (reappointment) – 3-year term – expiration 7/1/2023
   Introduction – Bob Parker
   New Employee - Kristin Volentine

G. OLD BUSINESS

H. NEW BUSINESS
   2. Consider approval to change Roy Jenkins’ Vacation Leave – Russell Treadway
   3. Consider approval of the Chamber of Commerce 2021 Sevierville Vacation Planner in the amount of $96,200 – Brenda McCroskey
   4. Consider approval of fireworks displays for Big Wheel Events – Labor Day Concert series to be held at the Tennessee Smokies Stadium – Matt Henderson
   5. Consider approval for purchase of Self-Watering Hanging Pots and Ground Planters for Downtown Streetscapes Project in the total amount of $15,789 – Bob Parker
   6. Consider approval of Survey and Design Services with Robert G. Campbell and Associates for the relocation of Red Bank Road in the amount of $22,400 – Bryon Fortner
   7. Consider approval of contract with Mid-South Tank Consultants for $13,200 – Steve Flynn
   8. Consider approval and/or ratification of expenses in excess of $5,000 – Lynn McClurg

I. ADJOURNMENT
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 August 3, 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, Asst. City Administrator
Steve Flynn, Water & Sewer Director
Matt Henderson, Fire Chief
Joseph Manning, Police Chief
Lynn McClurg, Chief Financial Officer & City Recorder
Ed Owens, City Attorney
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 McCroskey to approve the minutes of the July 20, 2020 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 O2020-007 entitled “AN ORDINANCE TO AMEND THE OPERATING BUDGET FOR THE FISCAL PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021.” There being no comments, the public hearing was closed. There being no comments, the public forum was closed.

OLD BUSINESS
Mayor Fox presented and placed for passage an ordinance O2020-007 entitled “AN ORDINANCE TO AMEND THE OPERATING BUDGET FOR THE FISCAL PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021.” A motion was made by Alderman McCroskey and seconded by Alderman McGill 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 third and final reading.

NEW BUSINESS
Mayor Fox recognized Dustin Smith, who requested approval of a three to five-year service agreement with Charter Communications to provide fiber internet and phone services. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the service agreement as presented. Motion carried.
Mayor Fox recognized Matt Henderson, who requested approval to purchase ten replacement SCBA air bottles via NPPGov pricing (R2016-003) from Municipal Emergency Services in the amount of $12,150.00 plus shipping. A motion was made by Alderman McGill and seconded by Alderman McCroskey to approve the purchase as requested. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval to purchase a Transtech SST 18 passenger fully seated type A bus for the Parks and Recreation program from Cumberland International Trucks in the amount of $75,770.00. Parker noted that MTAS advised that a standard construction school bus must be used to transport school-aged children and that the cost in excess of appropriated funds would need to come from a contingency source. Parker further noted that the Wayne County, TN bid process was used for pricing. A motion was made by Vice Mayor Koester and seconded by Alderman Helton to approve the purchase as requested. Motion carried.

Mayor Fox recognized Steve Flynn, who requested approval to purchase a CAT LR18B landscape rake from Stowers Machinery Corp. under state contract #SWC219 (50614) in the amount of $7,463.00. A motion was made by Alderman Rader and seconded by Alderman McGill to approve the purchase as requested. 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. Barnes Insurance Flood insurance $9,396.00 Agency priced

A motion was made by Vice Mayor Koester and seconded by Alderman McGill to approve the expenditure(s) as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 6:07 PM.

Approved: ______________________________
Robbie Fox, Mayor

Attest: ______________________________
Lynn K. McClurg, City Recorder
DATE:  August 17, 2020


PRESENTATION:  This is an agreement that both parties will suspend any applicable statutes of limitations, etc. that may attach to any of the potential claims or counterclaims between the parties. The agreement ends December 31, 2020.

In addition, the City agrees not to file suit on any claims against Vulcan until September 30, 2020.

REQUESTED ACTION:  Approval of agreement and authorization to sign.
**TOLLING AGREEMENT**

This Agreement is made effective the ____ day of _________, 2020 (the “Effective Date”) by and among the City of Sevierville, Tennessee, (the “City”) and Vulcan Materials Company, Vulcan Construction, LLC, and Vulcan Lands, Inc., (collectively “Vulcan”).

WHEREAS, the City has incurred certain damages and expense, and expects to incur further damages and expense (collectively the “Claims”) that the City contends have been and will be caused by sinkholes that have opened in and near Middle Creek within the City limits, threatening the City’s bridge over Collier Drive, threatening the City’s nearby sewer line, and causing the failure of a City water line; and

WHEREAS, the City contends that the sinkholes causing said damages and expenses were caused by Vulcan’s operation of a quarry located off of Park Road within the City limits; and

WHEREAS, Vulcan denies that its quarry operations are the cause of any damages and expense suffered by the City; and

WHEREAS, Vulcan may have claims or counterclaims against the City; and

WHEREAS, Vulcan and the City desire to attempt to resolve their dispute without litigation, and seek to afford themselves sufficient time to attempt such a resolution.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and agreements set forth herein, and for and in consideration of the commitments referenced herein, the receipt and sufficiency of which are hereby acknowledged, as well as other good and valuable consideration, the Parties agree as follows:

1. The statutes of limitations, statutes of repose, and/or any defense of laches that may be applicable to any of the aforesaid Claims that may be brought by the City against Vulcan or any of Vulcan’s affiliates, and that may be applicable to any claims or counterclaims that may be brought by Vulcan against the City, are hereby waived by Vulcan and the City and are hereby
tolled to the fullest extent permitted by law, beginning on the Effective Date of this Agreement and ending on December 31, 2020. Vulcan and its affiliates shall not raise any defense of the statutes of limitations, statutes of repose and/or laches in any suit based on said Claims brought by the City on or before December 31, 2020. The City shall not raise any defense of the statutes of limitations, statutes of repose and/or laches in any suit based on claims or counterclaims brought by Vulcan or its affiliates on or before December 31, 2020.

2. The City shall forebear from filing suit on any of the Claims until September 30, 2020. The City and Vulcan shall preserve and shall not alter, conceal or destroy, any evidence relating to the Claims and the facts relating thereto, including paper or electronic files, other data generated by and/or stored on the City’s or Vulcan’s computer systems and storage media or any other electronic data, such as voicemail. This includes, but is not limited to: e-mail and other electronic communications; word processing documents; spreadsheets; databases; calendars; telephone logs; contact manager information; internet usage files; offline storage or information stored on removable media; information contained on laptops or other portable devices; and network access information.

3. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective subsidiaries, agents, employees, successors, partners and/or assigns. If any right or obligation under this Agreement is transferred, the Party affected shall give notice of that event to the other Party. Otherwise, this Agreement shall not inure to the benefit of any other person or entity.

4. Each person signing this Agreement represents that he or she has the authority to execute this Agreement on behalf of his respective Party and bind that Party to the terms of this Agreement.
5. The Parties agree that this Agreement is not and shall not be deemed to constitute evidence of liability for any claim, cause of action or defense except with respect to the statutes of limitations applicable to the claim, and agree that this Agreement shall not be submitted as evidence for any other purpose.

6. The recitals contained in this Agreement form a material part of this Agreement, are true and correct and are incorporated herein by reference and made a part hereof.

7. The Parties agree that the terms of this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that if any portion is held invalid, that the relief provisions of this Agreement will continue in full force and effect.

8. The Parties agree that this Agreement is governed by Tennessee law, and that jurisdiction and venue of any dispute arising out of or relating to this Agreement shall be in Sevier County, Tennessee.

9. The Parties agree and acknowledge that they have participated in the drafting of this Agreement, and should any court find any part of this Agreement ambiguous, then the ambiguity shall not be construed against either Party solely based upon their participation in the drafting of this Agreement.

10. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

11. This Agreement shall be considered signed when the signature of the party is delivered, and delivery may occur via email or fax. An email or fax signature shall constitute an original signature.

12. This Agreement sets forth the entire integrated agreement and understanding between the Parties with respect to this Agreement, and each party acknowledges that it has not
relied upon any representations by the other party or any third party apart from those set forth in 
this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of 
the Effective Date first above written.

[Signatures on following page]
CITY OF SEVIERVILLE, TENNESSEE

By: ____________________________
Its: ____________________________
Address for Notice:
City Administrator
120 Gary Wade Boulevard
Sevierville, TN  37862

VULCAN MATERIALS COMPANY

By: ____________________________
Its: ____________________________
Address for Notice:
Christina M. Alvord
President
Central Division
Vulcan Materials Company
115 East Park Drive, Suite 100
Brentwood, TN 37027

VULCAN CONSTRUCTION, LLC

By: ____________________________
Its: ____________________________
Address for Notice:
Christina M. Alvord
President
Central Division
Vulcan Materials Company
115 East Park Drive, Suite 100
Brentwood, TN 37027

VULCAN LANDS, INC.

By: ____________________________
Its: ____________________________
Address for Notice:
Christina M. Alvord
President
Central Division
Vulcan Materials Company
115 East Park Drive, Suite 100
Brentwood, TN 37027
DATE: August 17, 2020

AGENDA ITEM: Consider approval to allow conversion of a portion of Roy Jenkins’ Vacation Leave to Sick Leave

PRESENTATION: Due to our current working circumstances caused by COVID-19 pandemic, the vacation leave rollover policy for FY2020 was amended to a maximum of 320 Vacation hours at the end of the fiscal year. The original policy, Article VII Section 4(C) Vacation Leave – Maximum Accumulation, converted any employee with more than 240 hours of accumulated vacation leave to sick leave.

REQUESTED ACTION: Approval to allow conversion of Roy Jenkins’ more than 240 hours of accumulated Vacation Leave to Sick Leave (14 hours). At retirement, Roy Jenkins, employed by the Water Department before July 1, 2005, will be paid out accrued Sick Leave in full.
DATE: August 17, 2020

AGENDA ITEM: Consider approval of Chamber of Commerce 2021 Sevierville Vacation Planner in the amount of $96,200

PRESENTATION: Bids were opened for the 2021 Vacation Planner on August 4, 2020. The lowest qualified bidder was Walsworth Publishing Co. at $96,200 for a perfect bound 80 page edition. This purchase is budgeted by the Chamber of Commerce.

REQUESTED ACTION: Approve purchase of 2021 Sevierville Vacation Planner from Walsworth Publishing Co. in the amount of $96,200.
## BID TABULATION

**Item:** Vacation Planner  
**Opening Date:** August 4, 2020  
**Time:** 3:00 PM  
**Location:** City Hall

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<th>Vendor</th>
<th>Total Bid Price 64 pg. + cover</th>
<th>Total Bid Price 80 pg. + cover</th>
<th>Total Bid Price 64 pg. + cover</th>
<th>Total Bid Price 80 pg. + cover</th>
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<td>Walsworth Publishing Co.</td>
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Attest: Tracy Baker, Assistant City Administrator
DATE: August 17, 2020

AGENDA ITEM: Consider approval of fireworks displays for Big Wheel Events - Labor Day Concert series to be held at the Tennessee Smokies Stadium.

PRESENTATION: Tennessee Smokies have requested approval of fireworks displays for their upcoming Labor Day concert series dates listed within the packet. Fire Department staff have worked with the Tennessee Smokies and Pyro Shows’ staffs to ensure the fireworks displays meet all State and Local regulations.

REQUESTED ACTION: Approval of the fireworks displays for the dates attached.
To: Board of Mayor and Aldermen

Date: August 17, 2020

The Tennessee Smokies have requested Fireworks Permits for the following dates for their upcoming Labor Day Concert series. The Fire Department staff has worked with both, the Smokies Stadium and Pyro Shows, to ensure the fireworks displays meet all State and Local codes.

- Friday, September 4, 2020
- Saturday, September 5, 2020
- Sunday, September 6, 2020
APPLICATION FOR DISPLAY OF FIREWORKS/PYROTECHNICS/FLAME EFFECTS PERMIT

Applications received by the State Fire Marshal's Office within ten (10) or fewer days prior to the display date must pay an expediting fee of fifty dollars ($50) in addition to the permit fee.

A permit is required for all outdoor fireworks displays regulated by National Fire Protection Association ("NFPA") 1123, all proximate pyrotechnic displays regulated by NFPA 1126, and all flame effect displays regulated by NFPA 160.

INSTRUCTIONS:
1. For Individual displays, a fifty-dollar ($50) fee must be submitted. Displays extending beyond one (1) day or occurring at multiple locations, and not meeting the requirements stated in item 3 require a separate permit for each day (including a separate application and fifty-dollar ($50) fee for each permit).
2. Multiple displays that are exactly the same in regard to display pieces, firing locations, setup, emergency vehicle locations, audience locations, etc., require one permit and a fifty-dollar ($50) fee per display up to a maximum fee of four-hundred dollars ($400). The permit is valid for one (1)-year from the date of issuance.
3. All permit applications for public fireworks display must be in writing and received in the State Fire Marshal's Office at least 10 or more days before the date of the proposed display. However, the State Fire Marshal may accept applications and issue permits within the ten (10)-day window of the display date. There will be a $50 expediting fee for submissions within this ten (10)-day window (in addition to the regular permit fee).
4. Payment shall be submitted along with the application to the Department of Commerce and Insurance. Please note that payment of fee does not guarantee issuance of permit.
5. The chief supervisory official of the fire department(s) must sign the application in the space provided. You must also send written notification to the chief supervisory official of the municipality or chief law enforcement official of the county, depending on the site of the display. You must state the date, time and location of the public display.
6. Submit a copy of your current Certificate of Liability, with the State of Tennessee listed as the certificate holder or additional insured.
7. All applications will be reviewed by the Codes Enforcement section for compliance with codes and standards. Deficiencies must be corrected prior to issuance of the permit.
8. Alterations or revisions submitted after the original permit is issued may require a new permit application and fee.

Applicant: The sponsor or an individual representing the sponsor. Permits are issued and mailed to the applicant.

Sponsor: Any person or organization that contracts with a licensed exhibitor and certified operator to perform a display.

Exhibitor: A business licensed by the state to perform displays or provide flame effects, fireworks or pyrotechnic materials for displays.

Operator: An individual who by experience, training and examination by the state, has demonstrated the necessary knowledge and ability to use and supervise fireworks, pyrotechnics, or flame effect displays.
APPLICATION FOR DISPLAY OF FIREWORKS PYROTECHNICS FLAME EFFECTS PERMIT
(Pursuant to Tenn. Code Ann. § 68-104-201 et al.)

Please type or print all information. All fields below are required, and failure to answer any field below will result in the application being returned unprocessed. Please note that you may complete the following form online at https://core.tn.gov. Completing the form online will allow you to pay by credit card. If you choose to fill out the paper form, please mail the completed form with a check or money order to: Tennessee Department of Commerce & Insurance, 500 James Robertson Parkway, Division of Fire Prevention, Permits & Licensing Section, 500 James Robertson Parkway, Nashville, TN 37243. The check or money order should be made payable to the Department of Commerce and Insurance. For questions regarding this application or the permit, please contact the Permits and Licensing Section at (615) 741-2981.

APPLICANT
Name: Pyro Shows, Inc.
Mailing Address: P.O. Box 1776
City: LaFollette TN County: Campbell State: TN Zip: 37766
Phone #: (800-662-1331) Email Address: stacey@pyroshows.com

SPONSOR
Name: Big Wheel Events
Mailing Address: 920 Volunteer Landing Lane Suite 201
City: Knoxville County: Knox State: TN Zip: 37915
Phone #: (865-584-9740) Email Address: a.nukala@gobigwheel.com

I have submitted the following permit fee with this application (check all that apply):

☐ Individual Display Fee ($50) ☑ Multiple Display Fee ($400 max)
☐ Expediting fee for permits received by State Fire Marshal’s Office within 10 days of display ($50, in addition to permit fee)

Name of Display: Labor Day Concert Series

Location of Display: Tennessee Smokies Stadium - 3540 Line Drive

Kodak TN Street Address Sevier 37764
City County Zip

Date(s) and Time(s) of Display: September 4, 2020, September 5, 2020, and September 6, 2020

Tennessee Licensed Exhibitor: Pyro Shows, Inc
Name of Exhibitor Tennessee License No.

Tennessee Certified Operator(s): Scott Breslin
Operator Name Tennessee Certification No.

Operator Name Tennessee Certification No.

Operator Name Tennessee Certification No.
Please select the type(s) of display(s):

☑ Outdoor Fireworks (NFPA 1123) ☐ Proximate Pyrotechnics (NFPA 1126) ☐ Flame Effects (NFPA 160)

Please select the types of fireworks/pyrotechnics to be used:

☑ 1.3 ☐ 1.4G ☑ 1.4S ☐ Consumer or common

Please list the types of fireworks (including mortar sizes), pyrotechnic devices, and/or flame effects to be used at the display(s), using additional paper if necessary:

See attached.

By signing below, I certify that I am familiar with Tenn. Code Ann. Title 68, Chapter 104, Part 2, and the Rules and Regulations issued pursuant thereto. I further certify that all information provided herein is correct.

Larsen E. Hill Jr.
Signature of Applicant

Date:

8/7/20

SIGNATURE OF CHIEF SUPERVISORY OFFICIAL

Please note that the permit will not be issued without the signature below. Please print or type legibly.

If the proposed display is to be performed within the limits of a municipality, submit the signed approval of the chief supervisory officials of the fire department of such municipality. If the proposed display is to be performed within the limits of a county, but outside the limits of a municipality, submit the signed approval of the fire department officials of such county, or such officials’ designee.

I, __________________________, Chief Supervisory Official of the Fire Department of the City/County of __________________________, hereby approve this application.

________________________________________________________
Signature of Official of Fire Department

Date
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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).

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:

PHONE: (216) 658-7100
FAX: (216) 658-7080

EMAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: Everest Indemnity Insurance Co.
INSURER B: Everest Denali Insurance Company
INSURER C: Arch Specialty Ins Co
INSURER D: Axis Surplus Ins Company
INSURER E:
INSURER F:

NAIC #
10851
21199
26620

CERTIFICATE NUMBER: 1454347409

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>INSR LIT</th>
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<th>POLICY EXP (MM/DD/YYYY)</th>
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<tr>
<td>ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)</td>
<td>N/A</td>
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<td>IF YES, describe under DESCRIPTION OF OPERATIONS below</td>
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<td>E L. EACH ACCIDENT</td>
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<td>PROPERTY DAMAGE (EA accident)</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Fireworks Display: September 4, September 5, and September 6, 2020 (Labor Day Concert Series)

Additional Insured: BigWheel Events; Tennessee Smokies Baseball; Boyd Sports, LLC; Sevier County; City of Sevierville; State of Tennessee Group Code: 37766

CERTIFICATE HOLDER
Big Wheel Events
920 Volunteer Landing Lane Suite 201
Knoxville TN 37915

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.
Big Wheel Events  
Labor Day Concert Series  
September 4-6, 2020  

$1,500.00

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<th>SHELL SIZE</th>
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TOTAL SHELL COUNT & LOW LEVEL PRESENTATION  570

Fireworks 1.3 G Display  
Largest Shell:  2.5"  
Safety Radius:  175'
DATE: August 17, 2020

AGENDA ITEM: Consider approval for purchase of Self-Watering Hanging Pots ($7,885) and Ground Planters ($7,904) for Downtown Streetscapes Project in the total amount of $15,789.

PRESENTATION:
Funds were budgeted in the Parks and Recreation Capital Budget for completing landscaping and furnishings for the Downtown Streetscapes Project.

In order to prepare for the landscaping phase for the Streetscapes Project; one aspect of that process is purchasing new Hanging Pots for each Light Pole and placement of Ground Planters on Bruce and Court Ave. and around the downtown area. There will be 54 new poles and the plan is to place one Hanging Pot with Flowers on each pole from April to October annually. Staff is also recommending replacing the old wooden ground planters with self-watering style planters. Both the Hanging Pots and the Ground Planters would be placed in areas that would not interfere with pedestrians or vehicles. Hanging Pots will also be equipped with safety chains.

Parks and Recreation Staff researched several commercial vendors and then purchased one (1) Hanging Pot and one (1) Ground Rectangular Planter from EarthPlanter for testing purposes. Our goal was to recommend a product that would complement the downtown area and be a durable proven product with a warranty. Self-Watering technology will reduce our labor cost for watering considerably. Attached are pictures on each product recommended, as well as, a Return on Investment Spreadsheet indicating payback for moving toward self-watering technology. Staff also completed pricing comparisons, as well as, styles from several vendors for the downtown Streetscapes Plan; but, also would work in the spaces available.

REQUESTED ACTION:
Approval of purchasing (53) fifty-three/ 22” Self-watering Hanging Pots from; EarthPlanter for the total delivered cost of: $7,885.00 dollars.
Approval of purchasing (8) Urban Vase #41 Ground Planters and (8) Metropolitan Rectangles Ground Planters from: EarthPlanter for the total delivered cost of: $7,904.00
Recommended Self-Watering Landscaping Devices for Downtown Streetscapes Project

**Hanging Pots** - placed on all 54 poles along Court Ave and Bruce Street

**Urban Round Ground Vase** - placed at (8) eight locations downtown

**Rectangular Ground Planters** - placed at (8) locations downtown
Moving to Self-Watering Planters will save approximately $6,700 annually after initial investment

History
Prior to Streetscapes Construction Parks and Recreation Provided 50 With Hanging Coco Liner baskets and we used 50 barrels for ground planters for flowers Downtown Sevierville

Cost Prior to Streetscapes
Annual Cost Per Year Prior for Downtown Flowers Prior to Streetscapes
50 Hanging Baskets/10 Ground Planters (N/A)
Labor 3.0 hours per day x 7 days per week x 24 weeks @ $20 per hour $10,080.00
Materials Replace coca liners for every hanging basket annual @ $20 $1,000.00

$11,080.00

Initial Investment with Self Watering Technology
Purchase (53) Self Watering Hanging Pots $7,885
Purchase (16) Self Watering Ground Planters $7,904
Investment $15,785
Labor 3 hours per day x 3 days per week x 24 weeks @ $20 per hour $4,320

ROI: Return on Investment
Notes: *Self Watering Hanging Pots and Ground Planters have a 10-year Warranty
* Investment of $15,785 dollars will pay for itself in labor & materials in 2.3 years

Report Date July 27, 2020
Submitted by: Bob Park
Director
AGENDA ITEM: Consider Approval of Survey and Design Services with Robert G. Campbell and Associates for the relocation of Red Bank Road in the amount of $22,400

PRESENTATION: This topic was recently discussed at a workshop. As discussed, there is some interest in moving this roadway from its current location along the river to a new alignment. This preliminary design would get us to a point so that a more accurate estimate for construction costs can be obtained. Since we are currently under contract with two engineering firms for roadway design projects, discussions and negotiations began with these two firms for this scope of services. Robert G. Campbell and Associates is recommended for this project and a proposal is attached. This work has a not-to-exceed amount of $22,400.

REQUESTED ACTION: Approval of Proposal for Survey and Design Services with Robert G. Campbell and Associates in the amount of $22,400.00.
PROPOSAL

TO: Bryon Fortner
Public Works Director
City of Sevierville

FROM: Robert G. Campbell & Associates

DATE: August 6, 2020

SUBJECT: Proposal for Survey and Design Services – Red Bank Road relocation - City of Sevierville, TN

Thank you for your consideration of our firm relative to this project. We understand that you wish to engage RGC&A to roadway plans which are suitable for invited contractor bids on the above referenced project. The purpose is to move Red Bank Road away from the Little Pigeon River. The location is shown in the attached map. The design will be based on the LIDAR information from the City of Sevierville GIS. The plans will be suitable for a contractor to bid with some minor allowances and will include the following:

- Typical section of roadway will be 26 feet wide with curb in accordance with City of Sevierville standards;
- Plans will include roadway centerline, profile and cross sections per City of Sevierville standards;
- Calculate and show the location of all catch basins, pipes, cross drains and outfalls as needed. Coordinate potential solution to off-site issue with Sevierville;
- Show limits of construction and proposed ROW limits based on GIS mapping;
- Develop an erosion control plan;
- Develop a traffic control plan;
- Develop a conceptual utility relocation plan as applicable;
- Create an estimated quantities form using TDOT standard item numbers. These include:
  - Drainage and excavation quantities
o Paving and striping quantities
o Traffic control items
o Basic erosion control items
o Driveways to serve existing property owners
o Removal of pavement for existing Red Bank Road
o Miscellaneous items as needed

These services do not include:
1) Permits including SWPPP, ARAP or other
2) Field topographic or property surveys
3) Bid documents (except as spelled out above)
4) Geotechnical investigation
5) Legal exhibits included ROW, easement or similar documents
6) Construction inspection services

Our fee for the scope of services listed above is $22,400 and should be considered a not to exceed figure unless the scope changes. Permit review and submittal fees are not included.

Upon acceptance of this proposal, please sign one copy and return to our office. **AGREED TO AND ACCEPTED** this,

_________ day of _____________________, 2020

By: ______________________________
DATE:      August 17, 2020

AGENDA ITEM:  Consider approval of contract with Mid-South Tank Consultants for $13,200.00.

PRESENTATION:  Attached is the contract for inspection of painting activities in progress for the water tank located on Hwy 66. The contract covers up to 12 trips.

REQUESTED ACTION:  Approval of contract.
Mr. Steve Flynn  
City of Sevierville, TN  
120 Gary Wade Blvd  
Sevierville, TN 37862  

Dear Mr. Flynn,

**Critical Phase Inspection of the 500,000 Gallon Pedosphere Water Storage Tank: Kodak Tank**

This proposal is in response to your request for pricing of critical phase inspection during field erection and painting phases on the subject project. Our inspection service and cost are as follows:

**INSPECTION OF PAINTING ACTIVITIES IN PROGRESS (up to 12 trips) …………… $13,200.00**

1. Inspection of painting activities.  
2. Photographic documentation of painting activities  
3. Equipment and material checks.  
5. Inspection of each coat of paint applied.  
6. Final inspection and documentation of surface preparation and painting.  
7. Holiday detection of interior water bearing surfaces.  
8. Bound or Digital Inspection reports (2 originals with color photos)

If additional inspections are required, they will be $1,100.00/trip and shall be authorized by you as an amendment to this agreement.

Submitted by: Derek Oakley   
Signature: [Signature]   
Date: August 11, 2020

Accepted by: [Signature]   
Date: [Date]

Inspection, specification and contract management for new and existing tanks.
DATE: August 17, 2020

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

PRESENTATION:

1. Customer Service Electric Supply – Electrical Breakers - $5,468.00  low price
2. DryJect of Tennessee – Golf Course Aeration - $21,170.16  sole source

REQUESTED ACTION: Approval and/or ratification of the above-mentioned expenses.
# Invoice

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<td>06/24/2020</td>
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<th>VERBAL TIM MURRELL</th>
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## Bill-To

City Of Sevierville  
PO BOX 5500  
SEIERRVILLE, TN 37864-5500

## Ship-To

City Of Sevierville  
BRIAN LOVEDAY  
1612 N 6TH AVE  
KNOXVILLE, TN 37917

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Sub Total 5,468.00  
S/H 0.00

PLEASE PAY THIS AMOUNT 5,468.00 US$

Conditions Of Sale  
All claims for shortage or errors must be made at once. Returns require written authorization and are subject to restocking fees. Special order items are non-returnable. Past due invoices may be subject to a 1.50% late charge.  
Federal Tax ID#

Please Remit To:  
CSES  
P.O. Box 27006  
Attn: Debbie McLain  
Knoxville, TN 37927  

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DryJect of Tennessee, LLC

920 Golf Course Road
Dyersburg, TN 38024
dryject@wetec.com
901-356-6184

PROPOSAL

Date: 7/28/2020

Quotation to: Sevierville Golf Club
Attn: DJ Lerchen

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<td>Standard DryJect/August 2020 and April 2021</td>
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<td>Total contract price: $21,170.16</td>
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We look forward to working with you!

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