

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

**February 5, 2024 Meeting**

**Sevierville Civic Center**

**6:00 P.M.**



**AGENDA**  
**BOARD OF MAYOR & ALDERMEN**  
February 5, 2024 Meeting  
Sevierville Civic Center  
6:00 P.M.

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Invocation

**B. ROLL CALL**

**C. MINUTES** – 1/22/2024

**D. PUBLIC FORUM**

1. Consider approval of **Ordinance O-2024-001** – *3<sup>rd</sup> reading* – An Ordinance to amend the zoning map of the City of Sevierville to place the High Density Residential (HDR) zoning designation upon certain property located on Tax Map 072, Parcel 006.00, Cate Road – *Corey Divel*

**E. REPORTS** – *Fiscal Year 2023 ACFR Presentation – Brown, Jake & McDaniel, PC*

**F. COMMUNICATIONS FROM MAYOR & ALDERMEN**

New and Promoted Employee Introductions

**G. OLD BUSINESS**

1. Consider approval of **Ordinance O-2024-001** – *3<sup>rd</sup> reading* – An Ordinance to amend the zoning map of the City of Sevierville to place the High Density Residential (HDR) zoning designation upon certain property located on Tax Map 072, Parcel 006.00, Cate Road – *Corey Divel* **1**
2. Consider approval of **Ordinance O-2024-002** – *2<sup>nd</sup> reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 1573 Ridge Road from LDR Low Density Residential Zoning to AR Agricultural Residential Zoning – *Corey Divel* **5**
3. Consider approval of **Ordinance O-2024-003** – *2<sup>nd</sup> reading* – An Ordinance to amend Chapter 3.0, Uses & Conditions of the Sevierville Zoning Ordinance – *Corey Divel* **9**

**H. NEW BUSINESS**

1. Consider approval of **Packet Viper** security appliance in the amount of \$74,400 – *Brian Wagner* **13**
2. Consider approval of **expenses over \$10,000** for the Fire Department – *Matt Henderson* **19**
3. Consider approval of **2024 State of Tennessee Rescue Squad Grant Program application** in the amount of \$44,444 – *Matt Henderson* **24**
4. Consider approval to **expense budgeted funds** in the amount of \$33,000 for the restoration of Sevierville's First Fire Engine – *Matt Henderson* **25**
5. Consider approval of **Memorandum of Understanding (MOU)** between the City of Sevierville and the Sevier County School Board for use of City facilities for school sports teams – *Bob Parker* **26**
6. Consider approval of **expenses over \$10,000** for the Public Works Department – *Doug Tarwater* **35**
7. Consider approval of **Task Order No. 14 for engineering services** for Collier Drive bridge pump station and force main in the not-to-exceed amount of \$115,800 – *Keith Malone* **49**

**I. ADJOURNMENT**

**BOARD OF MAYOR AND ALDERMEN  
CITY OF SEVIERVILLE, TENNESSEE  
January 22, 2024**

A regular meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on January 22, 2024 at 6:00 PM.

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

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

**Senior Staff present:**

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

Mayor Fox chaired the meeting with Lynn K. McClurg as secretary of the meeting. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the minutes of the January 8, 2023 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 O2023-022 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE A PORTION OF PROPERTY ON WINFIELD DUNN PARKWAY AND HODGES ROAD FROM ARTERIAL COMMERCIAL (AC) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT AND A PORTION FROM INTERMEDIATE COMMERCIAL (IC) DISTRICT TO ARTERIAL COMMERCIAL (AC) DISTRICT." There being no comments, the public hearing was closed.

Mayor Fox opened the public forum section of the meeting. Fox opened a public hearing on ordinance O2023-023 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY ON WEST MAIN STREET AND FORKS OF THE RIVER PARKWAY FROM ARTERIAL COMMERCIAL (AC) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT." There being no comments, the public hearing was closed. There being no comments, the public forum was closed.

**REPORTS & COMMUNICATIONS**

Mayor Fox noted the submission of monthly reports. The Board thanked Bryon Fortner for over 27 years of service and offered congratulations upon his retirement. Mayor Fox recognized Russell Treadway, who introduced Doug Tarwater as the new Public Works Director.

## **BOARD APPOINTMENTS**

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

Downtown Historical Committee	Travis Bradley	Term expires 1/30/2025
	Mark Pinkham	Term expires 1/30/2029

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

## **OLD BUSINESS**

Mayor Fox presented and placed for passage an ordinance O2023-022 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE A PORTION OF PROPERTY ON WINFIELD DUNN PARKWAY AND HODGES ROAD FROM ARTERIAL COMMERCIAL (AC) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT AND A PORTION FROM INTERMEDIATE COMMERCIAL (IC) DISTRICT TO ARTERIAL COMMERCIAL (AC) DISTRICT." A motion was made by Vice Mayor Koester and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on third and final reading.

Mayor Fox presented and placed for passage an ordinance O2023-023 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY ON WEST MAIN STREET AND FORKS OF THE RIVER PARKWAY FROM ARTERIAL COMMERCIAL (AC) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT." A motion was made by Alderman Helton and seconded by Alderman Ohman to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on third and final reading.

Mayor Fox presented and placed for passage an ordinance O2024-001 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201, TO PLACE THE HIGH DENSITY RESIDENTIAL (HDR) DISTRICT DESIGNATION UPON PROPERTY ON CATE ROAD, TAX MAP 072, PARCEL 006.00 (PROPERTY INCLUDED IN ANNEXATION RESOLUTION R2024-002)." A motion was made by Alderman Rader and seconded by Alderman Helton to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.

## **NEW BUSINESS**

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

Mayor Fox presented and placed for passage an ordinance O2024-003 entitled "AN ORDINANCE TO AMEND CHAPTER 3.0 USES AND PERFORMANCE CONDITIONS & CHAPTER 9.0 DEFINITIONS OF THE SEVIERVILLE ZONING ORDINANCE". Corey Divel noted that the amendment allows small distilleries and retail distilleries as permitted uses within the Visitor Accommodations district. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the ordinance as presented

and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on first reading.

Mayor Fox recognized Holly Jones, who requested approval of Resolution R2024-003 Authorizing the City of Sevierville to Participate in the Cyber Security Matching Grant Program. A motion was made by Alderman Rader and seconded by Alderman Ohman to approve the resolution as presented. Motion carried.

Mayor Fox recognized Holly Jones, who requested approval of Resolution R2024-004 Authorizing the City of Sevierville to Apply for the Tennessee Department of Transportation 2024 Planning Grant Program. A motion was made by Alderman Ohman and seconded by Alderman McCroskey to approve the resolution as presented. Motion carried.

Mayor Fox recognized Tracy Baker, who requested approval of the City of Sevierville health plans, health broker, reinsurance, health network and claims administration contracts for the March 1, 2024-February 28, 2025 policy year.

- UMR Health Plan Administrative Services;
- UMR Stop Loss Carrier;
- MagellanRx Pharmacy Benefit Manager
- Barnes Insurance Health Benefits Broker/Consultant;
- VSP Vision Plan Coverage;
- TextCare and Telemed Services;
- Health Savings Account contributions of \$800 single (+\$100 match) and \$1,600 family (+\$200 match).

A motion was made by Vice Mayor Koester and seconded by Alderman Ohman to approve the providers and contracts subject to City Attorney review. Motion carried.

Mayor Fox recognized Keith Malone, who requested approval of change order #1 to Spiniello Companies contract for the 36" sanitary sewer interceptor rehab project. Malone noted that the changed order amends the start and completion dates to accommodate the golf season and lessen play impact on the course. A motion was made by Alderman Ohman and seconded by Alderman McCroskey to approve the change order as requested. Motion carried.

Mayor Fox recognized Keith Malone, who requested approval to purchase a quick lock sewer line point repair system from Rausch USA in the amount of \$12,179.00 under Sourcewell contract #120721-RAU. A motion was made by Alderman Rader and seconded by Vice Mayor Koester to approve the purchase as presented. Motion carried.

Mayor Fox recognized Matt Henderson, who requested permission to accept donations in the amount of \$1,000.00 each for the Police and Fire Departments from the Tanger Outlet Center at Five Oaks. A motion was made by Alderman Rader and seconded by Alderman Helton to accept the donations as requested. Motion carried.

Mayor Fox recognized Joe Manning, who requested approval to purchase a 2024 Ford Expedition from Ford of Murfreesboro in the amount of \$50,295.00 under state contract SWC #209-80356. Manning stated that the Drug Fund is the source of funding for the purchase. A motion was made by Alderman McCroskey and seconded by Vice Mayor Koester to approve the purchase as presented. Motion carried.

Mayor Fox recognized Joe Manning, who requested approval to purchase a 2023 F150 police responder from Ford of Murfreesboro in the amount of \$44,014.00. Manning noted that the previously approved 2022 vehicle is no longer available and that the incremental cost of \$6,823.00 is within the current budget. A motion was made by Alderman Helton and seconded by Alderman Rader to approve the purchase as presented. Motion carried.

The Board thank staff for tireless efforts during the recent snow event. There being no further business to discuss, the meeting adjourned at 6:21 PM.

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

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



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## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of **Ordinance O-2024-001 – 3<sup>rd</sup> Reading** – An Ordinance to amend the zoning map of the City of Sevierville to place the High Density Residential (HDR) zoning designation upon certain property located on Tax Map 072, Parcel 006.00, Cate Road

**PRESENTATION:** William T. Mitzel requested that the zoning of High Density Residential (HDR) be placed on a portion of property requested for annexation into the City of Sevierville by R-2024-002. See correlating annexation Staff Report for more details.

**REQUESTED ACTION:** Approval of O-2024-001 on 3<sup>rd</sup> Reading

**ORDINANCE NO. O-2024-001**

**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 HIGH DENSITY RESIDENTIAL (HDR) DESIGNATION UPON PROPERTY AT CATE ROAD, TAX MAP 072, PARCEL 006.00 (PROPERTY INCLUDED IN ANNEXATION RESOLUTION NO. R-2024-002)**

**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 on Cate Road, the designation of High Density Residential (HDR), 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 1<sup>st</sup> reading: 01/08/2024**

**Passed on 2<sup>nd</sup> reading: 01/22/2024**

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





## Development Department

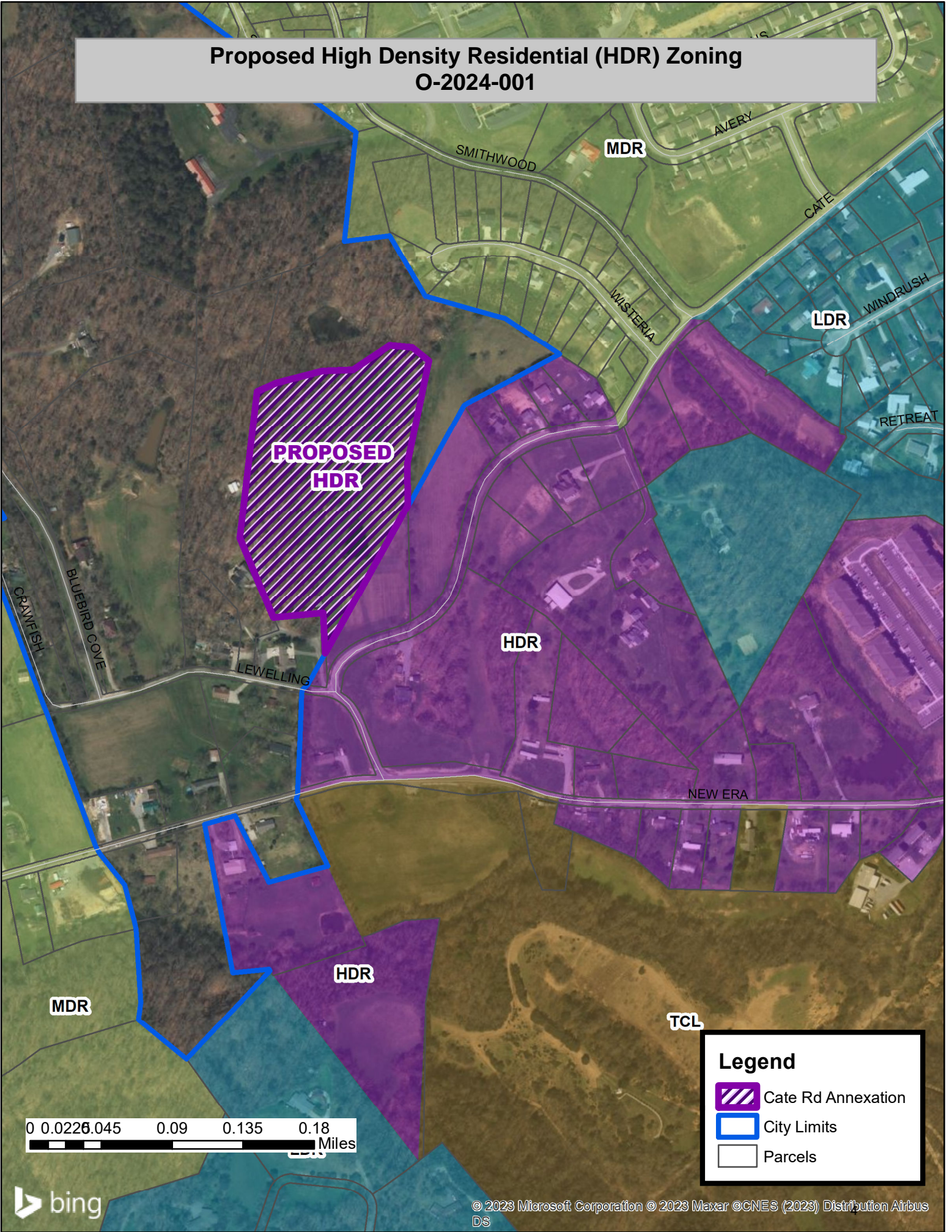
### Staff Report

### Zoning Property at Cate Rd


<p><b><u>Petitioners:</u></b> William T. Mitzel</p> <p><b><u>Staff:</u></b> Corey Divel Kristina Rodreick</p> <p><b><u>Tax ID Number(s):</u></b> Map 072 Parcel 6.00</p> <p><b><u>Area and Number of Parcels:</u></b> 9.49 acres +/-; a portion of one Parcel</p> <p><b><u>Current Use:</u></b> Vacant Land, Barn</p> <p><b><u>Notification:</u></b> Notification of the City's intention to annex the referenced properties will be provided in accordance with applicable provisions of 6-51-101-123, <u>Tennessee Code Annotated (TCA)</u></p> <p><b><u>Exhibits:</u></b> Map, Ordinance</p>	<p><b><u>Request</u></b> To zone +/- 9.49 acres of a portion of Map 072 Parcel 6.00 HDR – High Density Residential</p> <p><b><u>Background</u></b> A petition requesting annexation of Map 072, Parcel 6.00 has been submitted by the property owners. This is the correlating zoning request for the property.</p> <p><b><u>Staff Comments</u></b> All property within the City Limits adjoining this area is zoned High Density Residential. The portion of the property proposed for annexation is presently zoned County R-1, Rural Residential. The requested zoning for the annexation area is High Density Residential.</p> <p><b><u>Public Comments</u></b> None received to date.</p> <p><b><u>Staff Recommendation</u></b> The existing and proposed uses for the property are consistent with High Density Residential Zoning. So long as the annexation resolution passes, staff can recommend approval.</p>
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Proposed High Density Residential (HDR) Zoning  
O-2024-001



Legend

-  Cate Rd Annexation
-  City Limits
-  Parcels



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## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-002 –  
*2<sup>nd</sup> reading* – An Ordinance to amend the zoning  
map of the City of Sevierville to rezone  
property located at 1573 Ridge Road from LDR  
Low Density Residential Zoning to AR  
Agricultural Residential Zoning.

**PRESENTATION:** As presented in the Staff report attached, Vacation  
Rentals Tennessee LLC requested the property, located at 1573 Ridge Road,  
Tax Map 72, Parcel 163.00, be rezoned from Low Density Residential  
(LDR) to Agriculture Residential (AR).

**REQUESTED ACTION:** Approval of O-2024-002 on 2nd Reading.



**ORDINANCE NO. O-2024-002**

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE,  
TENNESSEE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE,  
SECTION 14-201 TO REZONE PROPERTY LOCATED AT 1573 RIDGE ROAD,  
TAX MAP 72, PARCEL 163.00 FROM LOW DENSITY RESIDENTIAL (LDR)  
DISTRICT TO AGRICULTURE RESIDENTIAL (AR) DISTRICT**

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

**Section 1.** The Zoning Map of the City of Sevierville, Tennessee, be hereby amended by the rezoning a portion of property located at 1573 Ridge Road (Tax Map 72, Parcel 163.00), from Low Density Residential (LDR) District to Agriculture Residential (AR) District. Said property is more clearly identified on the attached map.

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

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

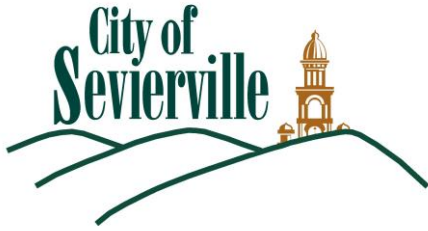
**ATTEST:**

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

**Passed on 1<sup>st</sup> reading: 01/22/2024**

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

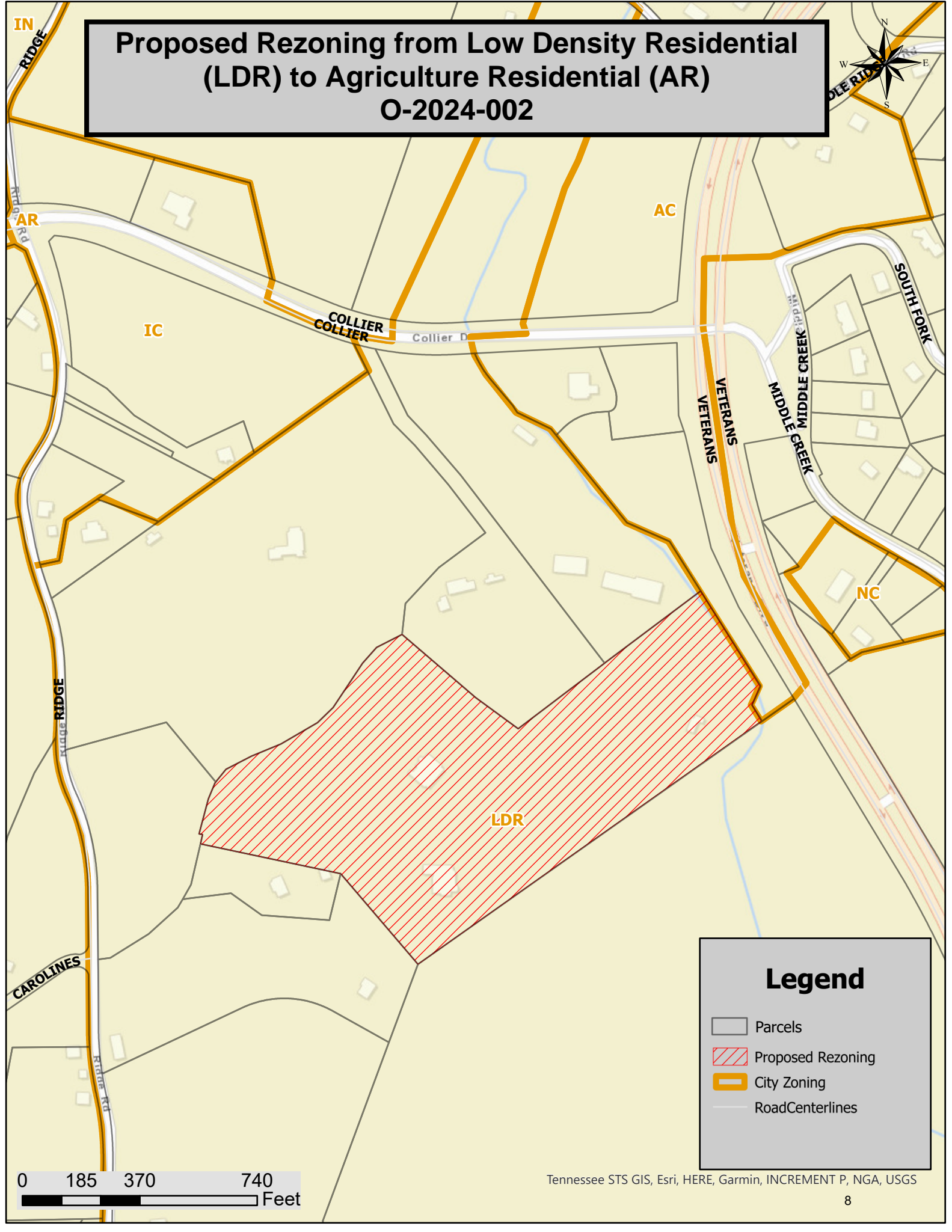
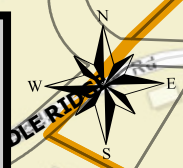
**Passed on 3<sup>rd</sup> reading: \_\_\_\_\_**



Development Department  
Staff Report to Planning Commission  
Rezoning Request – City of Sevierville  
1573 Ridge Road – Parcel 072 163.00

<p><b><u>Applicant:</u></b> Vacation Rentals Tennessee LLC. / Mark Urse</p> <p><b><u>Owners:</u></b> T &amp; K Ventures LLC / Teddy Jones</p> <p><b><u>Staff:</u></b> Corey Divel and Kristina Rodreick</p> <p><b><u>Tax ID Number:</u></b> Tax Map 072, Parcel 163.00</p> <p><b><u>Current Zone:</u></b> Low Density Residential</p> <p><b><u>Requested Zone:</u></b> Agricultural Residential</p> <p><b><u>Number of Lots:</u></b> 1</p> <p><b><u>Current Use:</u></b> Residential</p> <p><b><u>Proposed Use:</u></b> Short-Term Rental and Event Venue</p> <p><b><u>Notification:</u></b> City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.</p> <p><b><u>Exhibits:</u></b> Application and Map</p>	<p><b><u>Request</u></b> Rezoning 1 parcel totaling 21.6 acres +/- from Low Density Residential (LDR) to Agriculture Residential (AR).</p> <p><b><u>Background</u></b> Property is located within the City Limits</p> <p>The properties abutting the proposed rezoning area are as follows:</p> <p>North, South, &amp; West – Low Density Residential (LDR) used for residential.</p> <p>East – Arterial Commercial currently vacant.</p> <p><b><u>Staff Comments</u></b> The immediate surrounding area is zoned for residential and commercial.</p> <p><b><u>Public Comments</u></b> None to date.</p> <p><b><u>Staff Recommendation</u></b> The property is located off Ridge Road and is currently zoned Low Density Residential (LDR). The request is to rezone to Agriculture Residential (AR) for residential and event venue. As this is considered a downzoning and the surrounding properties are large tracts, staff recommends approval.</p>
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# Proposed Rezoning from Low Density Residential (LDR) to Agriculture Residential (AR) O-2024-002



## Legend

- Parcels
- Proposed Rezoning
- City Zoning
- Road Centerlines

0 185 370 740  
Feet

Tennessee STS GIS, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



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## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-003 –  
*2<sup>nd</sup> reading* – An Ordinance to amend Chapter  
3.0, Uses & Conditions of the Sevierville Zoning  
Ordinance

**PRESENTATION:** As presented in the support documentation  
attached, the proposed Zoning Ordinance amendment is to allow small  
distilleries and retail distilleries as permitted uses within the Visitor  
Accommodations Zoning District. The amendment also requires an  
additional standard of a 50' setback from all property lines and a 50'  
separation from other buildings containing alcoholic substances consistent  
with requirements of other zones.

These changes were approved by the Planning Commission at the January 4,  
2024 meeting.

**REQUESTED ACTION:** Adoption of O-2024-003 on 2<sup>nd</sup> Reading.

**ORDINANCE NO. O-2024-003**

**AN ORDINANCE TO AMEND CHAPTER 3.0 USES AND PERFORMANCE CONDITIONS  
& CHAPTER 9.0 DEFINITIONS OF THE SEVIERVILLE ZONING ORDINANCE**

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

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

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

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

**Section 1.** Chapter 3.0 Uses and Performance Conditions Table 3.1 is hereby amended by adding “Retail Distilleries” and “Small Distilleries” to the permitted uses within the VA Visitor Accommodation Zoning District as shown in *Attachment A*.

**Section 2.** Chapter 3.0 Uses and Performance Conditions Subsection 3.4.8.19(d) is hereby amended as shown in *Attachment A*.

**Section 3.** This ordinance shall become effective five (5) days from and after its final passage, the public welfare requiring it.

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

ATTEST:

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

Passed on 1<sup>st</sup> reading: 01/22/2024

Passed on 2<sup>nd</sup> reading: \_\_\_\_\_, 2024

Passed on 3<sup>rd</sup> reading: \_\_\_\_\_, 2024



TABLE 3.1 USES PERMITTED BY DISTRICT															
■	Permitted														
□	Permitted on Review														
◆	Special Exception														
-	Not Permitted	AR A-R	LDR R-1	MDR R-2	HDR R-3	TC	NC C-2	IC C-3	AC C-4	IN M-1	HRO	TCL C-5	VA V-1	MPD	
Retail and Personal Service															
Retail Distilleries						■	■	■	■	■	■	■	■	■	■
Small Distilleries						■	■	■	■	■	■	■	■	■	■

### 3.0 Uses & Conditions

#### 3.4.8 Retail and Personal Services Uses

##### 3.4.8.19 Small Distillery

- d. Additional Standards: In the AC, TCL, and **VA Districts:**  
There shall not be any principal or accessory building associated with a small distillery that is located closer than fifty (50) feet from a front, side, or rear property line; and, no building on site containing alcoholic substances shall be closer than fifty (50) feet from any other building on site containing alcoholic substances, unless other ordinances of the City require a greater setback or separation, including, but not limited to, the building code and fire code. Any other buildings on site which contain no alcoholic substances shall be separated by not less than twenty (20) feet from any other building on site.





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## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of Packet Viper security appliance in the amount of \$74,400

**PRESENTATION:** This is a hardware and software system that better secures the incoming and outgoing network communication to and from the water plant. This is a three-year agreement with the amount of \$24,800 to be paid on an annual basis. Attached is supporting documentation showing this was the lowest quoted price.

**REQUESTED ACTION:** Approval of the three-year term with Packet Viper deceptive system in the amount of \$74,400



40 Center Ave. Pittsburgh, PA 15229 www.packetviper.com

## CITY OF SEVIERVILLE 50 UNIT - 3 YEAR - WTP

Quote # COSV-OT-WTP-3YR-080123

**Prepared For:** City of Sevierville, TN  
Sevierville City Hall  
120 Gary R Wade BLVD., Sevierville, TN 37862  
**Attention:** Brian Wagner bwagner@sevierville.tn.org 865.661.8811

**Quote Date** August 3, 2023  
**Expiration Date** January 15, 2024  
**Term Years** 3.0  
**Period of Performance** TBD

**Sales Person:** Tim Jencka tim.jencka@packetviper.com 412.310.4119

**Payment** See options below

Product/SKU	Description	Category	UOM	Frequency	List Price	Unit NET	Qty	Extended Price
<b>SOFTWARE: ENTERPRISE ANNUAL SUBSCRIPTION MODEL</b>								
PV-OT360-BSU	PacketViper Standard OT Edition 1yr Subscription	SW Subscription	1Yr	Annual	\$ 8,000.00	\$ 4,000.00	1.0	\$ 4,400.00
PV-OT360-CMU	Standard OT Edition for Internal/HA 1Yr Subscription	SW Subscription	1Yr	Annual	\$ 4,000.00	\$ 4,000.00	1.0	\$ 2,200.00
PV-OT360-ADD-GW	Additional Gateway 1yr Subscription	SW Subscription	1Yr	Annual	\$ 2,000.00	\$ 1,000.00	2.0	\$ 2,000.00
PV-OT360-ENT-MGR-HOST	Enterprise Manager Single Host 1yr Subscription	SW Subscription	1Yr	Annual	\$ 2,000.00	\$ 1,000.00	2.0	\$ 2,000.00
PV-OT360-DCP-SEN	Deception Sensor/VLAN1yr 4 PORT Subscription	SW Subscription	1Yr	Annual	\$ 4,000.00	\$ 2,000.00	2.0	\$ 2,000.00
PV-OT360-ADV-RPT	Advanced Analytics Single Host 1yr Subscription	SW Subscription	1Yr	Annual	\$ 2,000.00	\$ 1,000.00	2.0	\$ 2,000.00
PV-OT-ALERTBOX	AlertBox OT Reporting	SW Subscription	1Yr	Annual	\$ 2,000.00	\$ 1,000.00	BUNDLE	\$ 3,000.00
<b>SOFTWARE: ENTERPRISE REMOTE OT ANNUAL SUBSCRIPTION MODEL</b>								
PV-OT-REMOTE-RSU	PacketViper OT Remote Edition	SW Subscription	1Yr	Annual	\$ 3,600.00	\$ 2,000.00	3.0	\$ 6,000.00
<b>HARDWARE: ONE-TIME FEES</b>								
PV200A - 1U	PV320 2U Hardware Appliance Bundled Base	Hardware	Ea	1X	\$ 9,995.00	\$ -	2.0	\$ -
PV-OTR150	PV OTR150	Hardware	Ea	1X	\$ 4,995.00	\$ -	3.0	\$ -
NIC-SIL-PE210G2BPF	1 each/unit 2-port SMF Fiber 10GbE Bypass Network Card	Hardware	Ea	1X	\$ 4,500.00	\$ -	2.0	\$ -
NIC-ADV-2131	1 each/unit 4-port copper x 2P 1GbE Bypass Network Card	Hardware	Ea	1X	\$ 2,000.00	\$ -	3.0	\$ -
NIC-SIL-PE2G4C	1 each/unit 4-port copper 1GbE Network Card (non-bypass)	Hardware	Ea	1X	\$ 1,000.00	\$ -	2.0	\$ -
<b>SUPPORT &amp; SERVICES</b>								
PV-STD-PRE	Support for one Hardware unit	HW Support	1Yr	Annual	\$ 2,000.00	\$ -	2.0	\$ -
PV-OTR150-STD-PRE	Support for one Hardware unit	HW Support	1Yr	Annual	\$ 1,000.00	\$ -	3.0	\$ -
PV-PRO-SVCS	Hourly professional services	Pro Services	1 Hr	Annual	\$ 250.00	\$ 150.00	8.0	\$ 1,200.00
PV-SHIP	Shipping - All PacketViper Hardware (per appliance)	Shipping	1 Day	1X	\$ 150.00	\$ -	7.0	\$ -
<b>OPTIONAL SUPPORT &amp; SERVICES</b>								
PV-OTR150-CONTAINER	PV-OTR150 NEMA CONTAINER & ASSEMBLY	PVCONTAINER	1X	1X	\$ 1,200.00	\$ -	800.0	\$ -

**Direct POC Program Pricing Discount. No cost Hardware & maintenance option included; 10% Pay in Full Option available**

**Annual Fees \$ 24,800.00**

NEMA OTR Containers available at client request

**One-Time Fees \$ -**

**First Year Fees \$ 24,800.00**

### NOTE: ORDER SUBJECT TO USER APPROPRIATIONS as follows:

Notwithstanding any other provision of this proposal, PacketViper and City of Sevierville, TN ("Customer") both agree that if funds for the continued fulfillment agreement are at any time not forthcoming or are insufficient due to the failure or inability of customer to allocate or appropriate funds or otherwise, then Customer will have the right to terminate The Agreement with no punitive costs and with no penalty whatsoever by giving prior written notice documenting the lack of funding. At the earliest possible date, Customer will provide at least thirty (30) days advance written notice of such termination.

Furthermore, Customer agrees that they will use reasonable efforts to ensure appropriated funds are available and that PacketViper is entitled to payment for services rendered up the date of termination identified by Customer in the aforementioned advanced written notice. In the event of a partial appropriation, Customer and PacketViper will work together in earnest to restructure the PacketViper solution in a manner that is suitable given the partial appropriation.

As the order contains a no cost hardware provision as part of the solution, should Customer terminate prior to the completion of the term identified in on the quote, then Customer agrees to return all hardware to PacketViper in accordance with the language outlined in the quote.

Term At-a-Glance Summary:		Year 1	Year 2	Year 3	Total Fees	Total Fees Paid in Full
Annual Fees	\$	24,800	\$ 24,800	\$ 24,800	\$ 74,400	\$ 66,960
1X Fees	\$	-	-	-	\$ -	\$ -
Totals:	\$	24,800	\$ 24,800	\$ 24,800	\$ 74,400	\$ 66,960

### Quote Summary: Refer to Terms and Conditions for greater detail

#### QUOTE DESCRIPTION:

Prices quoted do not include any applicable taxes:  
SMB Price level guaranteed fixed & firm pricing for contract term  
3YR POC Program Unit Pricing guaranteed for up to 200 Remote OTR150 Units 1G Copper  
3YR POC Program Pricing for 2 Primary OT360 PV200 Units;  
2 PV200A Units with 1 @ 10G SMF 2Port Bypass Gateways per device and 1 @ 4 Port 1G Copper Deception ports per device  
PHASE 1 - 3 PV-OTR150 Devices  
Special 5 unit bundle Alert Box Pricing.

#### HIGHLIGHTED TERMS AND CONDITIONS:

Annual subscription software pricing model  
**No-cost hardware terms concession value:** \$ 63,975.00  
**Paid in full discounted annual fees value:** 10% \$ 7,440.00

**1.0 GENERAL.** This quote ("Quote" or "Proposal" of "Agreement") constitutes an offer by Viper Network Systems DBA PacketViper, LLC. ("PacketViper") to the buying party named on page 1 of this Quote ("Customer", "you" or "your") for the sale of the products and services itemized herein ("Products"). You may accept this offer by signing below. By accepting this Quote, you accept all terms and conditions stated herein. Customer and PacketViper may be referred to together as "Parties" or individually as "Party".

**1.1 EULA.** This Quote is to be taken in consideration with PacketViper's End User License Agreement ("EULA"). The EULA is available upon request.

**2.0 LICENSE.** Subject to the terms and conditions of this Agreement, Customer is granted a nonexclusive and nontransferable license the Software and the Documentation for which Customer has paid the required license fees for use in Customer business environment.

**2.1 Restrictions.** Customer has no right to receive, use or examine any source code or design documentation relating to the Products. Customer may not copy The Product in whole or in part and hereby agrees not to create or attempt to create by reverse engineering, disassembly or otherwise the source code, internal structure, hardware design or organization of the product or any part thereof, or to aid or to permit others to do so.

**3.0 ASSIGNMENT.** Customer may not assign their rights or obligations under This Agreement without the prior written consent of PacketViper.

**4.0 TERM AND TERMINATION.** This Agreement is valid for the length of time provided for on page 1 of this Proposal in the section marked 'Term Years' and which starts on the Go-Live Date, which is the day on which the unit(s) start passing traffic in the production environment after the PacketViper software licenses are registered.

**4.1 Termination.** The initial term of this agreement automatically expires at the end of the term indicated on the proposal. The order can be renewed by contacting the PacketViper sales representative noted on the proposal or by emailing PacketViper for renewal pricing and terms at Sales@PacketViper.com. Unless otherwise noted, if Customer chooses to terminate the agreement before the expiration of the term, the following conditions shall apply: PacketViper will invoice, and client shall pay 100% of the license fees for the year in which the cancellation occurs. Client shall also pay 50% of the annual license fees for any remaining years on the original agreement. Client shall also return all PacketViper hardware that was provided at no cost under the NO COST HARDWARE program in good working order via an authorized RMA from PacketViper LLC. Upon termination of This Agreement Customer agrees to cease all use of The Products and either return to PacketViper, or destroy, all documentation and related materials, and so certify to PacketViper.

**4.2 Cancellation.** Unless otherwise noted, cancellation at any time prior to the end of the initial term of the agreement will result in license fee charges for the unused portion of the agreement as indicated on the proposal. In the event of Customer agrees to return the product(s) to PacketViper in the original packaging provided by PacketViper within ten (10) days of cancellation notice. If Customer is unable to return the product(s) in the original packaging provided by PacketViper Customer will contact PacketViper to get instructions on the best way to return the loaned products and Customer agrees to follow those instructions.

**4.3 Product Welfare.** Customer agrees that through the termination date, Customer assumes all responsibility regarding the welfare of the PacketViper product(s) and agrees to use the PacketViper product(s) in a manner that is consistent with guidance and training provided by PacketViper. In the event of loss, damage, theft, etc., prior to the cancellation period, Customer will be held fully responsible for replacement costs.

**4.4 Applicability.** All terms in this Section are to be applied strictly and solely to this Section as defined herein.

**5.0 PAYMENT.** Customer agrees to pay the indicated purchase price for the Products and all sales, use and other taxes and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sales of the Products.

**5.1 Invoices.** Upon receiving this executed Proposal PacketViper will issue an invoice as per the terms and conditions stated herein. All invoices are due Net 30, unless otherwise indicated or agreed to, and the payment cycle is indicated on the first page of this proposal.

**5.2 Paid in full discount opportunity.** This Section shall only apply if Customer has been presented with a Paid in Full discount option on page 1 of This Proposal. At the time of the initial payment, Customer may elect to pre-pay the entire term in full, and if this election is made PacketViper will discount all software licensing fees based on the Paid in Full discount percentage indicated herein. To qualify for this program, Customer must notify PacketViper of their intent to pay in full in full before the order is executed. PacketViper will then issue an invoice reflecting the additional discount. Failure by Customer to pay invoices in a timely manner may result in the suspension of subscription software licensing.

**5.3 Currency.** All payments are due in U.S. Dollars and free of any currency control or other restrictions. Customer accepts all risk associated with variances in currency exchanges where applicable.

**6.0 NO COST HARDWARE.** This Section shall only apply if Customer has been offered a no-cost hardware option on page 1 of This Proposal and all terms in This Section apply only to hardware (not to any software or services) when the no-cost option has been offered to Customer.

**6.1 Term.** The term of this hardware lease will be run coincident with the entire term of This Proposal.

**6.2 Equipment.** All the hardware identified in This Quote required to support the PacketViper software will be provided in the form of a no-cost lease.

**6.3 Ownership.** Throughout the term of this hardware lease Customer will act as lessee with PacketViper acting as lessor and maintaining ownership of the hardware.

**6.4 Payment.** Customer and PacketViper agree that if Customer is in good standing with respect to payments required in This Agreement the monthly or annual amount due as lease payment for the hardware is zero U.S. dollars (\$0.00). The failure by Customer to make required payment may result in the termination of these no-cost hardware lease provisions.

**6.5 Responsibility.** Customer agrees that through the lease portion of This Agreement, Customer assumes all responsibility regarding the welfare of the PacketViper hardware and agrees to use the PacketViper hardware in a manner that is consistent with guidance and training provided by PacketViper. In the event of loss, damage, theft, etc., of hardware prior to the end of the term, Customer will be held fully responsible for replacement costs.

**7.0 OWNERSHIP AND LICENSE OF INTELLECTUAL PROPERTY.** The provisioning of Products pursuant to this Proposal does not convey any express or implied license under any patent, copyright, trademark, or other proprietary rights owned or controlled by PacketViper. Customer agrees to not infringe, directly or indirectly, any intellectual property rights of PacketViper. PacketViper shall own all intellectual property rights in technology developed by PacketViper. Jointly developed intellectual property shall be jointly owned, without the right to sublicense it to third parties without the other joint Party's agreement. PacketViper shall own all intellectual property rights in technology developed by PacketViper.

**8.0 GOVERNMENT REGULATION.** Customer warrants and agrees to not be on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

**9.0 ACCEPTANCE.** The person signing this Proposal on behalf of Customer represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Proposal. The person signing this Proposal is acknowledging that This Proposal is a valid and legal agreement binding on each party and enforceable in accordance with all terms ("Acceptance").

## SIGNED AND ACCEPTED

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

**TO:** Brian Wagner  
 IT Director  
 City of Sevierville  
 120 Gary Wade BLVD  
 Sevierville, TN 378623844 USA

**FROM:** Tanner Ruths  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** bwagner@seviervilletn.org

**EMAIL:** Tanner.Ruths@carahsoft.com

**PHONE:** (865) 661-8811

**PHONE:** (571) 662-3842

**FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

**QUOTE NO:** 41236255  
**QUOTE DATE:** 10/13/2023  
**QUOTE EXPIRES:** 11/12/2023  
**RFQ NO:** 000000  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$35,999.95

**TOTAL QUOTE:** \$35,999.95

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	PV-OT360-BSU	PacketViper Standard OT Edition 1yr Subscription PacketViper - PV-OT360-BSU Start Date: 11/01/2023 End Date: 10/31/2024		\$6,666.67 OM	1	\$6,666.67
2	PV-OT360-CMU	Standard OT Edition for Internal/HA 1Yr Subscription PacketViper - PV-OT360-CMU Start Date: 11/01/2023 End Date: 10/31/2024		\$6,666.67 OM	1	\$6,666.67
3	PV-OT360-ADD-GW	Additional Gateway 1yr Subscription PacketViper - PV-OT360-ADD-GW Start Date: 11/01/2023 End Date: 10/31/2024		\$1,111.11 OM	2	\$2,222.22
4	PV-OT360-ENT-MGR-HOST	Enterprise Manager Single Host 1yr Subscription PacketViper - PV-OT360-ENT-MGR-HOST Start Date: 11/01/2023 End Date: 10/31/2024		\$1,111.11 OM	2	\$2,222.22
5	PV-OT360-DCP-SEN	Deception Sensor/VLAN1yr 4 PORT Subscription PacketViper - PV-OT360-DCP-SEN Start Date: 11/01/2023 End Date: 10/31/2024		\$2,222.22 OM	2	\$4,444.44
6	PV-OT360-ADV-RPT	Advanced Analytics Single Host 1yr Subscription PacketViper - PV-OT360-ADV-RPT Start Date: 11/01/2023 End Date: 10/31/2024		\$1,111.11 OM	2	\$2,222.22
7	PV-OT-ALERTBOX	AlertBox OT Reporting PacketViper - PV-OT-ALERTBOX Start Date: 11/01/2023 End Date: 10/31/2024		\$1,111.11 OM	3	\$3,333.33
8	PV-OT-REMOTE-RSU-BASE	PacketViper OT Remote BASE Edition PacketViper - PV-OT-REMOTE-RSU-BASE Start Date: 11/01/2023 End Date: 10/31/2024		\$2,222.22 OM	3	\$6,666.66

# PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
9	PV200A-1U	PV200 1U Hardware Appliance Bundled Base PacketViper - PV200A-1U Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	2	\$0.00
10	PV-OTR150	PV OTR150 BASE PacketViper - PV-OTR150 Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	3	\$0.00
11	NIC-SIL-PE210G2BPF	1 each/unit 2-port SMF Fiber 10GbE Bypass Network Card PacketViper - NIC-SIL-PE210G2BPF Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	2	\$0.00
12	NIC-ADV-2131	1 each/unit 4-port copper x 2P 1GbE Bypass Network Card PacketViper - NIC-ADV-2131 Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	3	\$0.00
13	NIC-SIL-PE2G4C	1 each/unit 4-port copper 1GbE Network Card (non-bypass) PacketViper - NIC-SIL-PE2G4C Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	2	\$0.00
14	PV-STD-PRE	Support for one Hardware unit PacketViper - PV-STD-PRE Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	2	\$0.00
15	PV-OTR150-STD-PRE	Support for one Hardware unit PacketViper - PV-OTR150-STD-PRE Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	3	\$0.00
16	PV-PRO-SVCS	Hourly professional services PacketViper - PV-PRO-SVCS Start Date: 11/01/2023 End Date: 10/31/2024		\$194.44 OM	8	\$1,555.52
17	PV-SHIP	Shipping - All PacketViper Hardware (per appliance) PacketViper - PV-SHIP		\$0.00 OM	7	\$0.00
18	PV-OTR150-CONTAINER	PV-OTR150 NEMA CONTAINER & ASSEMBLY PacketViper - PV-OTR150-CONTAINER Start Date: 11/01/2023 End Date: 10/31/2024		\$0.00 OM	800	\$0.00
SUBTOTAL:						\$35,999.95
TOTAL PRICE:						\$35,999.95
TOTAL QUOTE:						\$35,999.95

Period of Performance: 3 years.  
 YEAR 1 OF 3.



Date  
Quote #  
Expires  
Sales Rep  
Project Name  
Terms  
Shipping Via

10/19/2023  
23-63433  
11/18/2023  
Scott Stinson  
PacketViper  
To Be Determined  
via Email

**Remit To**

TSA, Inc.  
1855 Data Drive STE 100  
Hoover, AL 35244

**Bill To**

CITY OF SIEVERVILLE  
120 Gary R Wade Blvd  
Sevierville TN 37862  
United States

**Ship To**

CITY OF SIEVERVILLE  
120 Gary R Wade Blvd  
Sevierville TN 37862  
United States

Item	Quantity	Description	Each	Extended
PV-STD-SUB	1	PacketViper Standard Edition 1yr Subscription	\$9,411.76	\$9,411.76
PV-STD-INTHA	1	Standard Edition for internal/HA 1Yr Subscription	\$4,705.88	\$4,705.88
PV-ADD-GW	2	Additional Gateway 1yr Subscription	\$1,764.70	\$3,529.40
PV-ENT-MGR-HOST	2	Enterprise Manager Single Host 1yr Subscription	\$1,176.47	\$2,352.94
PV-DCP-SEN	4	VMZ Decoy Sensor/VLAN1yr Subscription	\$2,352.94	\$9,411.76
PV-ADV-RPT	2	Advanced Analytics Single Host 1yr Subscription	\$1,176.47	\$2,352.94
PV200A-1U	2	PV200 1U Hardware Appliance Bundled Base	\$0.00	\$0.00
NIC-SIL-PE210G2BPF	2	1 each/unit 2-port SMF Fiber 10GbE Bypass Network Card	\$0.00	\$0.00
NIC-SIL-PE2G4BPI35L-SD	2	1 each/unit 4-port copper 1GbE Bypass Network Card	\$0.00	\$0.00
NIC-SIL-PE2G4C	4	1 each/unit 4-port copper 1GbE Network Card (non-bypass)	\$0.00	\$0.00
PV-STD-PRE	2	Support for one Hardware unit	\$0.00	\$0.00
PV-PRO-SVCS	24	Hourly professional services	\$235.29	\$5,646.96
PV-SHIP	2	Shipping - All PacketViper Hardware (per appliance)	\$176.47	\$352.94

"Monthly payment options may be available". Ask your Account Manager for details. All Credit Card purchases are subject to a 3% convenience fee. Taxes and Freight are not included in this quote; they will be assessed upon invoice.

**Total** \$37,764.58





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## Board Memorandum

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**Date:** February 5, 2024

**Agenda Item:** Consider approval of expenses over \$10,000 for the Fire Department.

**Presentation:**

**Expense Description**

**Vendor**

**Cost**

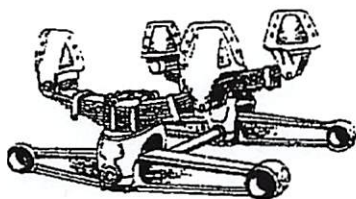
Engine 12's leaf springs and hangers in the front suspension, along with the bushings in the rear suspension, need to be replaced due to normal wear. Requested amount to include additional unforeseen parts and labor costs for emergency repairs performed by Knoxville Spring Service.

Knoxville Spring Service (Est.) \$19,330.32

Tower 11's transmission failed due to normal wear and must be replaced. An estimate was received from Clarke Power Services in the amount of \$8,421.69 and diagnostic service for the transmission in the amount of \$3,032.98. Unforeseen additional parts and labor not to exceed a final total of \$15,000.

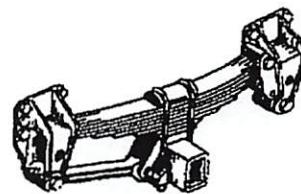
Clarke Power Services (Est.) \$11,454.67

**Requested Action:** Approval of the expenses.



Henegar Enterprises, L.L.C.

# KNOXVILLE SPRING SERVICE



Charge Account Terms:  
Net 10th Service Charge of 1 1/2%  
Per Month added if not paid within  
30 days.

**Parts & Service for all your suspension needs. N<sup>o</sup> 26196**

1116 Dutch Valley Road  
Knoxville, TN 37918  
Mailing Address: P.O. Box 12898, Knoxville, TN 37912-0898  
(865) 687-0069

SOLD TO City of Sevierville DATE 1-18-2024

865-453-5518 FAX

PURCHASE  
ORDER

QTY.	STOCK NO.	Guaranteed Quality Service at Affordable Prices	PRICE	AMOUNT
2	371 714	Bush K4S	433.32	866.64
2	382 332	Bush K4S	391.95	783.90
2	932 602	Bush K4S	987.63	1975.26
2	53110	R & R Labor	3400.00	6800.00
				10425.80
ESTIMATE ONLY				
REAR				

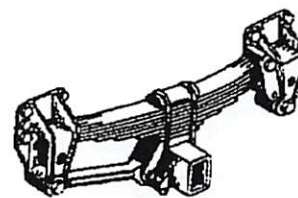
NO STATEMENT WILL BE RENDERED UNLESS REQUESTED. PLEASE PAY FROM THIS INVOICE.

ALL RETURNS SUBJECT TO A 15% RESTOCKING CHARGE.  
NO REFUNDS OR EXCHANGES WITHOUT A COPY OF THIS INVOICE.  
No Refunds or Exchange on Special Order Parts.

- ☐ Alignment needs to be checked after installation of front springs.
- ☐ U-Bolts should be re-torqued after driving several days. It is recommended to drive approximately 100 miles and re-torque.
- ☐ U-Bolts made to customer specifications are non-refundable.

X RG

Your signature signifies: Receiving the above goods and services, you have read the warranty information, and items marked in the appropriate boxes.  
Warranties on the products sold are those of the manufacturers. Liability of warranties are limited to replacement of defective goods and does not include any consequential or incidental damage or charges. The warranty term is limited to normal usage and specified by the product manufacturer. Labor is warranted only if work is done by us. Springs installed without replacing U-bolts may void manufacturer's warranty on the suspension assembly.



**Charge Account Terms:**  
Net 10th Service Charge of 1 1/2%  
Per Month added if not paid within  
30 days.

SOLD TO City of Sevierville DATE 1-18-2024

## PURCHASE ORDER

865-453-5518 FAX

QTY.		STOCK NO.	Guaranteed Quality Service at Affordable Prices	PRICE	AMOUNT
2	1037310	SPRINGS		2575.00	5980.00
4	78044	WHEELS		13.63	284.82
2	53110	R&R LABOR		1200.00	2400.00
1	75212	FREIGHT		300.00	300.00
					8904.82
			ESTIMATE ONLY		
			FRONT		

NO STATEMENT WILL BE RENDERED UNLESS REQUESTED. PLEASE PAY FROM THIS INVOICE.

X RGV

Your signature signifies: Receiving the above goods and services, you have read the warranty information, and items marked in the appropriate boxes. Warranties on the products sold are those of the manufacturers. Liability of warranties are limited to replacement of defective goods and does not include any consequential or incidental damage or charges. The warranty term is limited to normal usage and specified by the product manufacturer. Labor is warranted on all work is done by us. Springs installed without replacing U-bolts may void manufacturer's warranty on the suspension assembly.





PO Number: 24-06764

Date: 01/25/2024

Requisition #: 24-06764

Vendor #: 012303

ISSUED TO: ~~RODNEY CLARKE PAINTING~~~~RODNEY L CLARKE~~~~7908 POWELL HEIGHTS RD~~~~POWELL, TN 37849~~

CLARKE POWER

SHIP TO:

PUBLIC WORKS FACILITY  
310 ROBERT HENDERSON ROAD  
Sevierville, TN 37862

CS

ITEM	UNITS DESCRIPTION	GL ACCT #	GL ACCT NAME	PRICE	AMOUNT
1	0 FLEET FIRE 1.25.24 SERVICE CALL	110-42210-332	MOTOR VEHICLE PARTS 2015-332	0.00	3,032.98
INV# E126000811 SERVICE CALL TOWER BROKE DOWN IN ROAD					
				<b>TOTAL</b>	3,032.98

ORDERED BY: Curt Price

APPROVED BY: MATT HENDERSON

PO APPROVAL: \_\_\_\_\_

I hereby certify that the merchandise and/or services described above have been satisfactorily received.

Received by: \_\_\_\_\_

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

1/26/24

1. Original invoice must be sent to: City of Sevierville, 120 Gary Wade Blvd, PO Box 5500, Sevierville, TN 37864-5500 or emailed to: [accounts payable@seviervilletn.org](mailto:accounts payable@seviervilletn.org).
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.

# CLARKE

## Power Services

1429 AULT RD  
KNOXVILLE, TN 37914  
Phone: (865) 689-3722 Fax: (865) 689-3678

**PARTS INVOICE: C126023277:01**

**BILL TO**  
CITY OF SEVIERVILLE - 118808  
P.O. BOX 5500  
SEVIERVILLE, TN 37864  
P: (865) 453-5504  
F: (865) 453-5518

**DELIVER TO**  
CITY OF SEVIERVILLE - 118808  
120 GARY WADE BLVD.  
SEVIERVILLE TN 37862  
P: (865) 453-5504  
F: (865) 453-5518

DATE SHIPPED	SHIP VIA	DATE INVOICE	SALESPERSON	UNIT ID	VIN	COMPONENT S/N	TERMS	CUSTOMER REFERENCE
1/8/2024	CUSTOMER PICKUP	1/29/2024	JOHN BERRY				NET30	TOWER 11
QTY SHP	QTY B/O	ITEM	VMRS	DESCRIPTION		UNIT PRICE	EXTD PRICE	
1		1262/29513736		GASKET- MOUNTING. PTO NoRe		10.21	10.21	
1		1262/29537805		KIT-TRANSMISSION FLUID SAM		72.27	72.27	
1		126W/WEL E002120		HD4060P		8,339.21	8,339.21	
1		126W/WEL E002120-CORE		HD4060P CORE		6,151.70	6,151.70	
		TAG# 1501259 (CORE TAG# 734948)						
-1		126W/WEL E002120-CORE		HD4060P CORE		6,151.70	-6,151.70	

*2015  
True*

NO CREDIT WILL BE ISSUED BY CLARKE POWER SERVICES, INC. ("CLARKE") FOR RETURNED PARTS WITHOUT A COPY OF THIS INVOICE. No returns will be honored after 15 days. All acceptable cores must be returned to Clarke within 45 days, in their original packing materials, to receive full credit. If original packing materials are not available, partial credit will be given at the discretion of Clarke. NO RETURNS WILL BE HONORED ON ELECTRICAL PARTS, OPENED KITS, OR SPECIAL ORDERS.

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Should it become necessary to collect this account through legal proceedings, the undersigned, including endorser, promise to pay all of Clarke's costs of collection, including attorney's fees.

SIGNATURE X \_\_\_\_\_

**WARNING! PAYMENT FRAUD ADVISORY:** If you receive any communication (i.e., email, letter, etc.), containing a request to change payment remittance instructions to Clarke (i.e., wire, ach, check, etc.), please call Chip Thomas, Clarke's Credit Director, at (513) 475-3454 immediately to verify the accuracy of the information prior to sending any funds.

SUB-TOTAL	8,421.69
SALES TAX	0.00
SHIPPING	0.00
<b>TOTAL</b>	<b>8,421.69</b>

SALE TYPE PC

**Please Remit Payment to:**  
**CLARKE POWER SERVICES, INC.**  
PO Box 710157  
Cincinnati, OH 45271-0157  
Phone: (513) 771-2200  
Fax: (513) 771-0520



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## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of 2024 State of Tennessee Rescue Squad Grant Program application in the amount of \$44,444.

**PRESENTATION:** The Sevierville Fire Department proposes to submit an application for the 2024 State of Tennessee Rescue Squad Grant Program for \$44,444 for the purchase of two sets of rescue air bags for vehicle extrications. No matching funds are required.

**REQUESTED ACTION:** Approval of grant application.



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## Board Memorandum

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**Date:** February 5, 2024

**Agenda Item:** Consider approval to expense budgeted funds in the amount of \$33,000 for the restoration of Sevierville's First Fire Engine.

**Presentation:** Restoration has been underway with Vintage Automotive with \$85,000 of the budgeted amount of \$118,000 expended to date.

**Requested Action:** Recommend approval to expense up to budgeted amount.



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## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of Memorandum of Understanding (MOU) between the City of Sevierville and the Sevier County School Board for use of City facilities for school sports teams.

**PRESENTATION:** The Director of Schools and the Director of Parks-Recreation & Golf recommends combining all Agreements for use of City facilities by school programs into one document.

Attached, please find the proposed Agreement/Memorandum of Understanding until June 30, 2025. This covers the school years 2024 and 2025. This includes Parks, Community Center, and Golf Course.

The City Attorney and the Attorney for the school system have reviewed this document.

**REQUESTED ACTION:** Approval of Memorandum of Understanding (MOU) between the City and the Sevier County School Board for use of City facilities for school years 2024 and 2025, ending June 30, 2025.



**MEMORANDUM OF UNDERSTANDING**  
**Between City of Sevierville Department of Parks-Recreation**  
**And Sevier County Schools for Use of Athletics Facilities**

This Agreement made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Sevierville, through its Department of Parks and Recreation, hereinafter called City, and Sevier County Schools hereinafter called SCS, by and through its duly organized and designated signatory.

WHEREAS, SCS and the City have entered into various agreements for individual team's uses of certain City Parks and Recreation facilities;

WHEREAS, SCS's athletic teams and the City have mutually benefitted from these agreements.

WHEREAS, SCS and the City now wish to enter into an annual memorandum of understanding applicable to all SCS athletic teams listed in Appendix A and Appendix B hereto. regarding the use of the City's facilities and agreed upon seasonal schedules for each SCS athletic team;

NOW, THEREFORE, SCS and the City hereby enter into this Agreement applicable to SCS athletic teams' use of the City's facilities for the 2024-2025 school years.

**Term**

The term of this Agreement shall begin on the date when both parties have executed this Agreement, and shall end on or about June 30, 2025, unless terminated sooner. The City and SCS shall have the right to cancel this Agreement at any time upon giving the other party (30) days written notice of cancellation.

**Priority for Use of Facilities**

The City agrees in principle to grant SCS athletic teams' priority for use of City athletic and parks and recreation facilities for practices and games/matches, as set out more specifically in sport and/or Team-Specific Agreements (each referred to hereinafter as a "TSA") entered into prior to, contemporaneously with, or after the execution of this Agreement).

At the end of the designated hours for SCS use of the facilities, participants in the SCS function shall either leave the City facilities or conduct no further organized activity within the City facilities that prohibit or interfere with open public use of the City facilities or other uses as may be designated by the City.

## **Insurance**

SCS shall carry at its own expense general liability insurance with minimum limits of \$1,000,000 per occurrence. Insurance shall be provided through an A rated company or better. The insurance policy shall name the City as an additional insured. SCS shall furnish the City proof of said insurance within thirty days prior to any scheduled event. Should SCS fail to provide such proof of insurance, the City may immediately terminate this Agreement and cancel any scheduled events.

To the extent permitted by Tennessee law, and no further or otherwise, regardless of said insurance, SCS shall indemnify and save the City free and harmless from any and all claims, accidents, damages, expenses (including, without limitation, reasonable attorney fees), and liability whatsoever arising out of or in any way connected with injury, including death, or property damage to any person or other, including but not limited to the City, arising directly or indirectly from the use of occupancy of the premises or any part thereof by SCS, its agents, entertainers, employees, assigns, contractors, spectators, guests upon the premises or employees.

## **Sport/Team Specific Agreements (TSAs)**

SCS and the City acknowledge that they have or will enter into a TSA for each team, applicable to all or part of the 2024-2025 school year prior to the execution of this Agreement. The terms of those TSAs are incorporated by reference herein. The terms of this Agreement shall govern conflicting provisions in TSAs that SCS and the City have entered into prior to the execution of this Agreement.

SCS and the City may modify this Agreement with additional sport-specific or team-specific terms when the need arises and when the parties mutually agree upon those terms.

Each school must submit specific schedules for the TSA for each team for any facility at least 45 days prior to the first day of practice or scheduled event.

Each school must sign the Code of Conduct for each team sport and will be required to follow the Weather Policy for outdoor events as set forth in this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and date first above written.

**CITY CONTACT PERSON**

**CITY OF SEVIERVILLE:**

Robert 'Bob' Parker \_\_\_\_\_  
Director of Parks-Rec & Golf

BY: \_(Mayor) \_\_\_\_\_  
Signed by duly authorized signatory.

**Sevier County Board of Education:** \_\_\_\_\_

(TYPE NAME and Title of Signatory)

BY: \_\_\_\_\_  
Signed by duly authorized signatory.

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## **Weather Policy**

### **CITY OF SEVIERVILLE INCLEMENT WEATHER POLICY**

The City of Sevierville is Responsible for Administering the Below Policy

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

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

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## **Appendix A – School Year 2023-2024**

Due to several school athletic teams desiring the use of City of Sevierville Facilities, including the Sevierville Bowling Center, Sevierville Golf Club, Sevierville City Park Tennis Courts and Sevierville City Park Field 5 for their home practices, games and matches, a system of priority scheduling and reservations will be required for all teams to follow:

Priority:

- Schools located within the City of Sevierville city limits shall have priority for scheduling practice and matches. These schools include Sevier County High School and Northview Academy.
- Any public or private school located outside the city limits will then be allowed to schedule practice and matches if times are available.

### **Spring 2024**

#### **Middle School Golf**

The Golf Teams shall be allowed the use of the hereinafter designated portion or portions of The Sevierville Golf Club between the hours and on the days below, during the period beginning January 29, 2024, and ending on or about April 30, 2024. Each school will be given two assigned days each week during the season to practice. Each school will also be given two match dates. If any or all schools qualify for sectionals or state, then extra time will be extended.

**Sevier County Middle School:** Designated Team Practice Time will be on Tuesdays and Thursdays from 3:30-5:30 pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Northview Jr Academy:** Designated Team Practice Time will be on Mondays and Wednesdays from 3:30-5:30pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Seymour Jr High School:** Designated Team Practice Time will be on Mondays and Wednesdays from 3:30-5:30pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Other Rates for Golf Practice (outside of organized team practice on days listed above):** All team members will be required to pay regular price for any use of the Sevierville Golf Club outside the above scheduled times, based on the availability of tee times and practice facility. For any **Middle School Golf Team member** that desires extra use of the facility, The Smoky Mountain Junior Golf Program offers Sevier County resident juniors from 8 years old to seniors in high school access to free golf Monday through Thursday after 4pm at Gatlinburg Golf Course. The Sevierville Golf Club is offering up to two free baskets of range balls per day to SMJG members who present their membership card. Please visit [smokymountainjuniorgolf.org](http://smokymountainjuniorgolf.org) to join for free.

### **High School Tennis**

The tennis teams from Sevier County High School, Northview Academy and Seymour High School shall be allowed the use of portions of the City's Court Complex, to be designated by the City's Department of Parks and Recreation.

Beginning on or about February 1, 2024, and ending on or about May 15, 2024, each school team will be given one (1) assigned day each week during the season to either practice or have match play. If a team reaches the playoffs, then and only then will extra time be granted to that team. A proposed schedule from each team must be presented to Parks and Recreation Management Staff two weeks prior to any practice or matches being played. Designated Team Practice Time and or Match Day will be determined by Management of the Court Center, whose decision shall be final.

### **High School Softball**

The Girls Softball Field on the Sevier County High School (SCHS) Campus is not available due to construction of a new Junior High School, and it is necessary for the City and SCHS to establish a system of priority scheduling and reservations for SCHS to have a field on which to practice and play games. Baseball/Softball fields at City Park are used by local youth baseball teams and other teams through pre-determined and scheduled tournaments that are contractually agreed upon by the City. Therefore, it is necessary to establish policy/guidelines and schedules for SCHS for use of City facilities to ensure that no scheduling conflicts occur.

General Policy and Guidelines:

- Field #5 at City Park will be the only field scheduled for use by SCHS. The city will be responsible for mowing and lining the field for games only.
- The coach of SCHS will present a proposed 2024 practice and game schedule to the Director of Parks and Recreation. Based on said schedule; SCHS Girls Softball Season will begin on February 13, 2024, and will end with the conclusion of the season on or around May 1, 2024.

## **Appendix B – School Year 2024-2025**

Due to several School Sports desiring the use of City of Sevierville Facilities to include the Sevierville Bowling Center, Sevierville Golf Club, Sevierville City Park Tennis Courts and Sevierville City Park Field 5 for their home practices, games and matches, a system of priority scheduling and reservations will be required for all teams to follow:

Priority:

- Schools located within the City of Sevierville city limits shall have priority for scheduling practice and matches. These schools include Sevier County High School and Northview Academy.
- Any public or private school located outside the city limits will then be allowed to schedule practice and matches if times are available.

### **Summer/Fall 2024**

#### **High School Golf**

The Golf Teams shall be allowed the use of the hereinafter designated portion or portions of The Sevierville Golf Club between the hours and on the days below, during the period beginning June 1, 2024, and ending on or about October 13, 2024. Each school will be assigned specific days each week during the season to practice. Each school will also be given two match dates as well. If any or all schools qualify for sectionals or state, then extra time will be extended.

**Sevier County High School:** Designated Team Practice Time will be on Tuesdays and Thursdays from 3:30-5:30 pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Northview Academy:** Designated Team Practice Time will be on Mondays and Wednesdays from 3:30-5:30pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Seymour High School:** Designated Team Practice Time will be on Mondays and Wednesdays from 3:30-5:30pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Other Rates for Golf Practice (outside of organized team practice on days listed above):** All team members will be required to pay regular price for any use of the Sevierville Golf Club outside the above scheduled times, based on the availability of tee times and practice facility. For any **High School Golf Team member** that desires extra use of the facility, The Smoky Mountain Junior Golf Program offers Sevier County resident juniors from 8 years old to seniors in high school access to free golf Monday through Thursday after 4pm at Gatlinburg Golf Course. The Sevierville Golf Club is offering up to two free baskets of range balls per day to SMJG members who present their membership card. Please visit [smokymountainjuniorgolf.org](http://smokymountainjuniorgolf.org) to join for free.

### **Junior High Tennis**

The tennis teams from Sevier County Junior High, Northview Junior Academy and Seymour Junior High shall be allowed the use of portions of the City's Court Complex, no more than six (6) courts at a time, to be designated by the City's Department of Parks and Recreation.

Beginning on or about August 21, 2024, and ending on or about October 6, 2024, each school team will be given one (1) assigned day each week during the season to either practice or have match play. If a team reaches the playoffs, then and only then will extra time be granted to that team. A proposed schedule from each team must be presented to Parks and Recreation Management Staff two weeks prior to any practice or matches being played. Designated Team Practice Time and or Match Day will be determined by Management of the Court Center, whose decision shall be final.

### **Bowling**

The bowling teams from Sevier County High School and Northview Academy shall be allowed the use of portions of the City's Bowling Center, to be designated by City's Department of Parks and Recreation. Beginning on or about September 1, 2024, and ending on or about December 23, 2024, each school team will be given one (1) assigned day each week during the season to either practice or have match play. If a team reaches the playoffs, then and only then will extra time be granted to that team. A proposed schedule from each team must be presented to the City's Bowling Management Staff two weeks prior to any practice or matches being played. Designated Team Practice Time or Match Day will be determined by the Management of the Bowling Center, whose decision shall be final.

**Other Rates for Bowling Practice:** All team members will be required to pay a regular price for any practice bowling outside the approved scheduled times, based on the availability of lanes. For any team member that desires extra bowling time, the City Bowling Center offers a Youth Bowling League on Saturday mornings, with open bowling at a **reduced rate**.

### **Spring 2025**

#### **Middle School Golf**

The Golf Teams shall be allowed the use of the hereinafter designated portion or portions of The Sevierville Golf Club between the hours and on the days below, during the period beginning January 27, 2025, and ending on or about April 30, 2025. Each school will be given two assigned days each week during the season to practice. Each school will also be given two match dates as well. If any or all schools qualify for sectionals or state, then extra time will be extended.

**Sevier County Middle School:** Designated Team Practice Time will be on Tuesdays and Thursdays from 3:30-5:30pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. 1 complimentary cart will be provided to a coach to watch any on-course practice activity.

**Northview Jr Academy:** Designated Team Practice Time will be on Mondays and Wednesdays from 3:30-5:30pm using a maximum of 5 hitting stalls on the driving range per team at a time or on course time (pending space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Seymour Jr High School:** Designated Team Practice Time will be on Mondays and Wednesdays from 3:30-5:30pm using a maximum of 5 hitting stalls on the driving range per team at a time, or on course time (depending on space availability) with walking only. One complimentary cart will be provided to a coach to watch any on-course practice activity.

**Other Rates for Golf Practice (outside of organized team practice on days listed above):** All team members will be required to pay regular price for any use of the Sevierville Golf Club outside the above scheduled times, based on the availability of tee times and practice facility. For any **Middle School Golf Team member** that desires extra use of the facility, The Smoky Mountain Junior Golf Program offers Sevier County resident juniors from 8 years old to seniors in high school access to free golf Monday through Thursday after 4pm at Gatlinburg Golf Course. The Sevierville Golf Club is offering up to two free baskets of range balls per day to SMJG members who present their membership card. Please visit [smokymountainjuniorgolf.org](http://smokymountainjuniorgolf.org) to join for free.

### **High School Tennis**

The tennis teams from Sevier County High School, Northview Academy and Seymour High School shall be allowed the use of portions of the City's Court Complex, to be designated by the City's Department of Parks and Recreation.

Beginning on or about February 1, 2025, and ending on or about May 15, 2025, each school team will be given one (1) assigned day each week during the season to either practice or have match play. If a team reaches the playoffs, then and only then will extra time be granted to that team. A proposed schedule from each team must be presented to Parks and Recreation Management Staff two weeks prior to any practice or matches being played. Designated Team Practice Time and or Match Day will be determined by Management of the Court Center, whose decision shall be final.

### **High School Softball**

The Girls Softball Field on the Sevier County High School (SCHS) Campus is not available due to construction of a new Junior High School, and it is necessary for the City and SCHS to establish a system of priority scheduling and reservations for SCHS to have a field on which to practice and play games. Baseball/Softball fields at City Park are used by local youth baseball teams and other teams through pre-determined and scheduled tournaments that are contractually agreed upon by the City. Therefore, it is necessary to establish policy/guidelines and schedules for SCHS for use of City facilities to ensure that no scheduling conflicts occur.

General Policy and Guidelines:

- Field #5 at City Park will be the only field scheduled for use by SCHS. The city will be responsible for mowing and lining the field for games only.
- The coach of SCHS will present a proposed fall 2024 practice schedule for Parks & Recreation staff approval.
- The coach of SCHS will then present a proposed 2025 practice and game schedule to the Director of Parks and Recreation. Based on said schedule; SCHS Girls Softball agreement will begin with fall practice on or around September 16, 2024, and end on November 1, 2024, and the season to on February 10, 2025, and will end with the conclusion of the season on or around May 1, 2025.





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## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of expenses over \$10,000 for the Public Works Department.

**PRESENTATION:**

Expense Description	Vendor	Cost
Vendors repairs for a Street Department Dump Truck	Stowers Caterpillar	\$11,291.74
Replacement of a 19-year old air compressor for the Fleet Department. Three (3) Bids were requested and Two (2) received.	Lubrication Equipment	\$17,928.00

Detailed explanations are attached. There are funds available for these expenses.

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

# Stowers



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Please remit to:  
**Stowers Machinery Corp.**  
P.O. Box 14802  
Knoxville, TN 37914  
Phone (865) 546-1414

Please write this  
on your check:

Cust #: 677120  
Invoice #: 0515888

SOLD TO

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CITY OF SEVIERVILLE  
PO BOX 5500  
SEVIERVILLE TN

37864

THIS IS YOUR INVOICE NUMBER		INVOICE DATE		CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV.	SALESMAN	TERMS	PAGE
0515888		01-10-24		677120		24-01985		05	T	230	2	8
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PART WARR TRUCK ENG KNOX0  
COVERED REPAIRS

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TAX EXEMPTION LICENSE 62-6000405

PLEASE PAY  
THIS AMOUNT ►

11291.74

AMOUNT  
CREDITED ►

ALL INVOICES ARE DUE 30 DAYS FROM THE DATE OF THE INVOICE. A MONTHLY SERVICE CHARGE OF UP TO 1.5% OF THE UNPAID BALANCE MAY BE ASSESSED FOR ALL PAST DUE INVOICES.

CLAIMS FOR CREDIT OR FOR SHORTAGES MUST BE MADE WITHIN 15 DAYS.

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### TROUBLESHOOT UNIT INJECTOR

#### REPAIR PROCESS COMMENTS:

IN TROUBLESHOOTING THE MACHINE AFTER INSTALLING THE NEW FUEL PUMP AND RELIEF VALVES THROUGHOUT FUEL SYSTEM, WHEN PERFORMING FUEL VERIFICATION TEST THE MACHINE WOULD NOT PASS THE TEST AND IT SHOWED SYSTEM FAILURE ON INJECTOR #2 AND ALSO #4. VERIFIED THAT THE INJECTOR HARNESS WAS NOT DAMAGED, AND ALL CONNECTIONS WERE GOOD GOING TO EACH CYLINDER INJECTOR AT THIS TIME. RECCOMENDED NEW INJECTORS FOR MACHINE, LOOKED UP ALL NECESSARY COMPONENTS AND MADE A QUOTE FOR SERVICE MANAGER. SERVICE MANAGER SPOKE WITH CUSTOMER AND ADVISED THEM OF FINDINGS, CUSTOMER STATED AS LONG AS MACHINE WOULD RUN THEY WOULD PICK IT UP AND NOT CONTINUE WITH ANY REPAIRS AS THEY WOULD LIKELY SELL THE UNIT. REINSTALLED VALVE COVER AT THIS TIME, REINSTALLED THE AIR BOX, LOWERED THE HOOD AND RETURNED THE MACHINE TO SERVICE.

TOTAL LABOR

SEG. 05

1143.00 \*

ALL INVOICES ARE DUE 30 DAYS FROM THE DATE OF THE INVOICE. A MONTHLY SERVICE CHARGE OF UP TO 1.5% OF THE UNPAID BALANCE MAY BE ASSESSED FOR ALL PAST DUE INVOICES.

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PLEASE PAY  
THIS AMOUNT ►

CONT'D

AMOUNT  
CREDITED ►

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MAKE	MODEL		SERIAL NUMBER				EQUIPMENT NUMBER		METER READING			MACH. I.D. NUMBER	
AA	C-7		0C7S05882				0811		58359.0				

\* \* \* PROFORMA INVOICE \* \* \*

REPAIR PROCESS COMMENTS:

AFTER NEW PUMP WAS INSTALLED AND ENGINE PUT BACK TOGETHER ENGINE WAS TURNED OVER AND ENGINE FIRED ON ITS OWN PROBLEM WITH FUEL PUMP WAS FIXED BUT AFTER SEVERAL START UPS ENGINE START UP BEGAN TO TAKE LONGER AND LONGER TILL ENGINE WAS BACK TO NOT STARTING AT ALL, AFTER RUNNING FUEL SYSTEM VERIFICATION TEST AND A FUEL FUNCTION TEST MULTIPLE TIMES A CODE OF 111F FUEL PUMP FLOW TOO LOW WAS FOUND AND AFTER GOING BACK AND VERIFYING REPLACEMENT WAS DONE CORRECTLY IT RETURN LINE WAS REMOVED OFF OF HIGH PRESSURE RELIEF VAVLE AND ENGINE CRANKED TO BE SURE NO LOSE OF RAIL PRESSURE OUT RETURN SIDE NO TESTING OR ADJUSTING COULD EVER GET PRESSURE UP TO DESIRED OF 5,200K PSI ONLY 2,300K WAS EVER ACHEIVED

1	10R-6350	C RAIL PUMP	N	2325.56	2325.56
1		CAT CORE CHG	N	581.42	581.42
1-		CORE CREDIT	N	593.04	593.04-

TOTAL PARTS	SEG. 04	2313.94 *
LESS 100%-PARTS		2313.94-*

TOTAL LABOR	SEG. 04	1143.00 *
LESS 100%-LABOR		1143.00-*

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RETURNS SUBJECT TO A HOLDING CHARGE

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# Stowers



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PRO FORMA INVOICE**

Please remit to:  
**Stowers Machinery Corp.**  
P.O. Box 14802  
Knoxville, TN 37914  
Phone (865) 546-1414

Please write this  
on your check:

Cust #: 677120  
Invoice #: 0515888

SOLD TO

CITY OF SEVIERVILLE  
PO BOX 5500  
SEVIERVILLE TN

SHIP TO

37864

THIS IS YOUR INVOICE NUMBER		INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV.	SALESMAN	TERMS	PAGE
0515888		01-10-24	677120		24-01985		05	T	230	2	5
PSQWO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA		RETURN#		INV. SEQ. NUMBER		
0515888	08-16-23	10	10	10					2		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING		MACH. I.D. NUMBER		
AA	C-7	0C7S05882			0811		58359.0				

\* \* \* PROFORMA INVOICE \* \* \*

2	238-5081	SEAL-O-RING	S	6.54	13.08
1	294-8599	HARNESS AS	N	42.73	42.73
1	305-7884	VALVE GP-CHE	N	130.75	130.75
1	305-7885	VALVE GP-CHE	N	156.92	156.92
1	314-6857	TUBE AS.-FUE	N	63.78	63.78
1	314-9611	REGULATOR AS	N	62.51	62.51
1	322-6570	TUBE AS - FU	N	63.78	63.78
2	415-4991	VALVE AS-REL	N	160.41	320.82
1	7212	STAR FLU SEE M3815S		5.97	5.97
1	BF7806	Fuel/Water Separats		68.92	68.92
TOTAL PARTS				SEG. 03	1165.82 *
TOTAL LABOR				SEG. 03	2635.25 *
2.00	AUTO FRT-CHARGE				20.00
TOTAL MISC CHGS				SEG. 03	20.00 *
SEGMENT 03 TOTAL					3821.07 T

-----  
TROUBLESHOOT HIGH PRESSURE FUEL PUMP

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0515888		01-10-24	677120		24-01985		05	T	230	2	4
PSOWO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA		RETURN#		INV. SEQ. NUMBER		
0515888	08-16-23	10	10	10					2		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER		METER READING		MACH. I.D. NUMBER		
AA	C-7	0C7S05882			0811		58359.0				

\* \* \* PROFORMA INVOICE \* \* \*

TROUBLESHOOT PRESSURE CONT/RELIEF VLV

**REPAIR PROCESS COMMENTS:**

ONCE A NEW INJECTION PUMP WAS BEING INSTALLED THERE WAS STILL ISSUES REACHING DESIRED FUEL PRESSURE AMOUNT TO ALLOW ENGINE TO START PROPERLY, A NEW PRESSURE RELIEF VALVE WAS INSTALLED ALONG WITH RAIL PRESSURE SENSOR METAL LINE WAS REMOVED FROM VALVE OLD RAIL RELIEF BROKEN LOOSE AND SCREWED OUT IT SHOULD BE NOTED THIS TRUCK HAS BEEN USED TO SPREAD SALT ALL FASTENERS OR THREADED COMPONENTS ARE ALL COVERED IN HARD RUST, NEW PRESSURE RELIEF VALVE WAS INSTALLED AND RETURN LINE HOOKED BACK UP PRESSURE SENSOR WAS R&R WITH NEW AND A NEW PLUG AND PIG TAIL. AFTER THE RELIEF VALVES WERE INSTALLED, SOME IMPROVEMENT MAY BE NOTICED BUT TRUCK STILL WOULD NOT FIRE PROPERLY AT THIS TIME. CONTINUED TROUBLESHOOTING THE MACHINE.

2	1P-0436	GASKET	S	1.62	3.24
1	1R-0751	FILTER AS	S	23.86	23.86
1	2P-1314	FITTING	N	5.51	5.51
2	6V-8260	SEAL	S	26.51	53.02
360	9X-2373	IN HOSE STK	N	.34	122.40
1	068-0009	FITTING	N	18.18	18.18
1	214-7568	SEAL-O RING	S	5.05	5.05
1	228-7102	SEAL-O-RING	N	5.30	5.30

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0515888		01-10-24		677120		24-01985			05	T	230	2	3
PSQWO NUMBER		DOC. DATE		PC	LC	MC	SHIP VIA			RETURN#		INV. SEQ. NUMBER	
0515888		08-16-23		10	10	10						2	
MAKE	MODEL		SERIAL NUMBER				EQUIPMENT NUMBER		METER READING			MACH. I.D. NUMBER	
AA	C-7		0C7S05882				0811		58359.0				

\* \* \* PROFORMA INVOICE \* \* \*

1-	CORE CREDIT	N	581.42	581.42-
2 228-7089	SEAL-O-RING	S	4.91	9.82
2 262-5469	ADAPTER-SENS	N	14.62	29.24
2 267-2647	PLUG-CAM STO	N	2.46	4.92
2 287-1866	SENSOR GP	N	207.02	414.04
1 288-6594	HOSE AS.	N	48.89	48.89
2 294-3031	BOLT-PINCH	N	3.23	6.46
2 364-0628	PLUG-TIMING	N	33.22	66.44
1 364-9640	KIT-F PUMP L	N	93.05	93.05
2 364-9755	KIT-F INJ LI	N	68.99	137.98
2 364-9787	TUBE AS-FUEL	N	50.51	101.02
4 #15	15W-40 ENG.OIL	N	18.95	75.80
TOTAL PARTS		SEG. 02	3356.21 *	
TOTAL LABOR		SEG. 02	1524.00 *	
3.00	AUTO FRT-CHARGE		141.69	
TOTAL MISC CHGS		SEG. 02	141.69 *	
SEGMENT 02 TOTAL			5021.90 T	

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Phone (865) 546-1414

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PSO/WO NUMBER		DOC. DATE		PC	LC	MC	SHIP VIA			RETURN#		INV. SEQ. NUMBER	
0515888		08-16-23		10	10	10						2	
MAKE	MODEL		SERIAL NUMBER				EQUIPMENT NUMBER		METER READING			MACH. I.D. NUMBER	
AA	C-7		0C7S05882				0811		58359.0				

\* \* \* PROFORMA INVOICE \* \* \*

SEGMENT 01 TOTAL

1118.81 T

REPLACE HIGH PRESSURE FUEL PUMP

CUSTOMER COMPLAINT:

CRANK NO START

REPAIR PROCESS COMMENTS:

TRUCK WAS BROUGHT INTO SHOP AND ENGINE SPUN OVER TO TOP DEAD CENTER ON #1 AND RAN ALONG WITH FACTORY INJECTION PUMP VALVE COVER REMOVED TO VERIFY ALL OIL FEED AND FUEL LINES WERE REMOVED ALONG WITH AIR LINES TO TO COMP AND GOV OTHER MISC BRACKETS AND LINES HAD TO BE REMOVED PUMP HARDWEAR WAS REMOVED AND PUMP PULLED BACK UP AND OUT AND NEW PUMP INSTALLED IN REVERSE ORDER FACTORY INJECTION PUMP WAS DISASSEMBLED AND IT WAS FOUND LARGE METAL FRAGMENTS IN THE OIL SIDE OF THE PUMP OIL SAMPLE WAS TAKEN AND WAS FOUND TO HAVE LARGE AMOUNTS OF METAL THROUGH OUT ENGINE OIL.

2	5P-7814	SEAL	N	4.39	8.78
1	6V-8260	SEAL	N	26.51	26.51
2	9S-4180	PLUG	N	3.85	7.70
1	10R-6350	C RAIL PUMP	N	2325.56	2325.56
1		CAT CORE CHG	N	581.42	581.42

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PSO/WO NUMBER	DOC. DATE	PC	LC	MC	SHIP VIA			RETURN#			INV. SEQ. NUMBER		
0515888	08-16-23	10	10	10							2		
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER			METER READING			MACH. I.D. NUMBER		
AA	C-7	0C7S05882			0811			58359.0					

\* \* \* PROFORMA INVOICE \* \* \*

## TROUBLESHOOT FUEL SYSTEM

### CUSTOMER COMPLAINT:

TRUCK WILL NOT START WITHOUT EITHER

### REPAIR PROCESS COMMENTS:

WHEN TRUCK WAS BROUGHT IN THE CUSTOMER STATED THAT THE TRUCK WOULD NOT OFFER TO START UNLESS STARTING FLUID WAS APPLIED AND THAT THEY SUSPECTED THE LIFT PUMP WAS AT FAULT TRUCK WAS STARTED AND FUEL PRESSURE READ AT FILTER BASE PORT AND FOUND TO BE LOW, FUEL WAS FOUND TO BE DIRTY LOOKED WITH A ALMOST BROWN TENT NEW FUEL FILTERS WERE INSTALLED AND FRESH FUEL ADDED BUT NO CHANGE NOTED IT WAS NOTED THAT IN ORDER TO REPLACE LIFT PUMP THE INJECTION PUMP AS A WHOLE HAS TO BE DISASSEMBLED SO A NEW UNIT WAS ORDERED WHICH WAS NOT AVAILABLE FOR 3 MONTHS

1	1R-1807	LUBE FILTER	S	22.81	22.81
1	OS8	OIL SAMPLE	S	16.50	16.50

TOTAL PARTS                      SEG. 01                      39.31 \*

TOTAL LABOR                      SEG. 01                      1079.50 \*

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This is replacing a compressor that we had installed when we opened 19 years ago. Part of it has failed . We will be replacing with the same type as we have been using. This compressor supplies air to the Garage for multiple equipment: lifts, tire machines, hand held tools. The air compressor also supplies air to the Street parking area and the fuel farm.

This is a Budgeted item for this Fiscal Year. Bids are presented. The winning bidder is the original installer and has offered City dependable service on the multiple pieces equipment as needed in the past years.

The Budget line account is \$40,000 dollars. We will be purchasing a Tire Filling Machine at a cost of \$ 9,454.72 from this account also. This air compressor will an additional amount of \$ 17,928.00. Balance of the Budgeted Line account would leave \$ 12,617.28.

Quote From:

Lubrication Equipment Serv

2501 Mitchell Street

Knoxville, TN 37917

865-525-8401

by: Conley Underwood

Date: January 23, 2024

Quote For:

Mr. Jim Dennison

City of Sevierville

Fleet Maintenance

Sevierville, TN

RE: Champion 10hp Duplex Air Compressor

1	Champion HR10D-240 Duplex 10hp Air Compressor (2) 10hp air compressor units, 230v/3ph, 240 gallon air tank includes magnetic startesr, auto tank drain, vibration isolators, belt guard mounted aftercooler, alternating panel	14,653.00
1	Deltech HGE75 75 CFM Refrigerated Air Dryer	2,450.00
	Incoming Freight	Prepaid
	Subtotal - Equipment and materials	17,103.00
	Installation Labor	760.00
	Service Call	65.00
	Total Estimate	17,928.00

Lead Time: 5-6 WEEKS after receipt of order

## EQUIPMENT SALES &amp; SERVICE LLC

1579 GLEASON DRIVE  
JEFFERSON CITY TN 37760

**Quote**

Date	Quote #
1/24/2024	618

Name / Address
CITY OF SEVIERVILLE JIM DENNISON PUBLIC WORK DEPARTMENT PO BOX 5500 SEVIERVILLE TN 37864-5500

Rep	Project

Description	Qty	Total
Scope : PROVIDE INSTALLED AIR COMPRESSOR FOR SEVIERVILLE FACILITY		
CHAMPION 10HP DUPLEX 230/3~ UNIT includes: 240 gallon storage tank w/ vibration isolators pre-wired magnetic starter w/ alternating controller auto tank drain tank mounted after cooler	1	15,927.17
ESTIMATED LEAD TIME 6-8 WEEKS (minimum)		
DRIER, REFRIGERATED 75CFM	1	2,763.04
INCOMING SHIPPING/FREIGHT CHARGES - INCLUDED		
SERVICE CALL/ TRAVEL & INSTALLATION LABOR	1	1,031.25
<b>Total</b>		<b>\$19,721.46</b>



**CHAMPION**

## Champion Equipment Air Compressor - ADVA-D54

Part # ADVA-D54 Line: CMP



(0) [Write a review](#) [Ask a question](#)

**\$17,989.00** Each

*Note: Not eligible for Free Shipping.*

**FREE Pick Up** not available

Item not sold in selected store.

[Call Store to Order](#)

**Delivery not available**

Shipping restricted item

### Details

### Product Information

Warranty: [Contact O'Reilly Service Equipment Department For Warranty Details](#)

Unit of Measure: **Each**

UPC: # 9999999999999999

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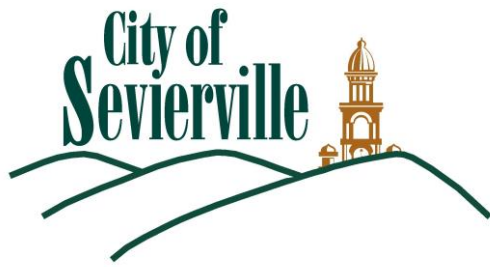


# BID TABULATION FORM

PO #: \_\_\_\_\_  
Date: January 30, 2023 By: J. Dennison

		Bidder Name		Bidder Name		Bidder Name	
	Vendor	O'Reilly's auto parts		Equipment Sales &Service,LLc		Lubrication Equipment	
	Telephone	865.4531249		865.776.6705		865.525.8401	
	Quote By	catalog		Wayne		Conley	
Item	Description	Unit \$	Total Price	Unit \$	Total Price	Unit \$	Total Price
1	Duplex Air Compressor		\$ 17,989.00		\$ 15,927.17		\$ 14,653.00
	for main Facility-replacing 21		\$ -		\$ -		\$ -
1	Air Dryer		n/a		\$ 2,763.04		\$ 2,450.00
1	installation		n/a		\$ 1,031.25		\$ 825.00
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
Total Bid		incomplete		\$	19,721.46	\$	17,928.00
F.O.B.							
Delivery Time		incomplete		8 weeks minimum		6 weeks minimum	

Budget Line item # 110-43170-940



---

## Board Memorandum

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**DATE:** February 5, 2024

**AGENDA ITEM:** Consider approval of Task Order No. 14 for engineering services for Collier Drive bridge pump station and force main in the not-to-exceed amount of \$115,800.

**PRESENTATION:** Please see the attached Task Order No. 14 for Collier Drive bridge pump station and force main.

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

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

**REQUESTED ACTION:** Approval of Task Order No. 14.

## **CONTRACT FOR SERVICES COLLIER DRIVE BRIDGE PUMP STATION AND FORCE MAIN TASK ORDER NO. 014**

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

### **1. SCOPE OF SERVICES.**

The OWNER has an existing gravity sewer main that presently terminates near the intersection of Collier Drive and Veterans Boulevard. This termination was a result of a portion of the gravity sewer main along Middle Creek being abandoned (from manhole MP-A-4 to MP-DT-D-11) due to a sinkhole in the area. The OWNER is anticipating future flows on this main and would like to install a new pump station near manhole MP-A-4 and pump it approximately 650 linear feet (LF) to manhole MP-DT-D-15 which will reconnect the terminated main to the OWNER’s collection system.

A brief description of the planned improvements is included below:

- New 600-gallon per day capacity duplex pump station near manhole MP-A-4.
- Approximately 650 LF of 6-inch force main extending from the proposed pump station to manhole MP-DT-D-15.

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

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

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

- Initiate a Design Utility Locate Request through the Tennessee 811 system.
- Perform a field run topographic survey of the proposed pump station site and the force main route. Existing property lines and/or rights-of-way will be identified along the corridor.
- Develop exhibits and legal descriptions for the OWNER to acquire property rights for the pump station and force main.
  - One exhibit/legal description anticipated for the acquisition of the pump station site.
  - Two exhibit/legal descriptions anticipated for utility easements.
  - Two exhibit/legal descriptions anticipated for ingress/egress easements.
- Provide subsurface geotechnical investigation at the proposed pump station site. The investigation will include four boreholes to 35 feet deep or refusal.



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

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

- Provide detailed design engineering documents (drawings and specifications) to be used by the OWNER for bidding and construction. The CONSULTANT will deliver progress submittals and attend review meetings at the following milestones:
  - 30% Completion
  - 60% Completion
  - 90% Completion
- Perform internal Quality Assurance review prior to releasing documents for bidding.
- The CONSULTANT will prepare permit applications and assist the OWNER with submittal of the following anticipated permits:
  - Tennessee Department of Environment and Conservation (TDEC) Plans Review (drawings, technical specifications, and engineering calculations).
  - The overall disturbed area for the site will be less than one acre. The CONSULTANT is not anticipating preparing an application for a TDEC Construction General Permit or City of Sevierville Land Disturbance Permit.

### **Project Exclusions:**

Subsurface Utility Location (SUE Services)

Structural Building Design

SCADA/Telemetry Design

Property Appraisals

Flow Monitoring

Sewer Modeling

Horizontal Directional Drill Path Design

Archeological Surveys

As-Built Survey

## **Phase 03 – Bidding Services**

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

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

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

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

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

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

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

3. **BASIS OF COMPENSATION.**

A. **Basic Services.**

**Phase 01 – Field Surveying & Data Collection:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$27,500.00. The lump sum fee includes expenses associated with items described in Phase 01.

**Phase 02 – Detailed Design and Permitting:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$42,000.00. The lump sum fee includes expenses associated with items described in Phase 02.

**Phase 03 – Bidding Services:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, the lump sum amount of \$9,800.00. The lump sum fee includes expenses associated with items described in Phase 02.

**Phase 04 – Construction Administration Services:** The OWNER shall pay the CONSULTANT for services set forth above, Scope of Services, on an hourly plus expenses basis not-to-exceed \$36,500.00.

The total fees for Basic Services shall not exceed the sum of One Hundred Fifteen Thousand Eight Hundred Dollars (\$115,800).

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

OWNER:

**CITY OF SEVIERVILLE**

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

Name: Russell G. Treadway

Title: City Administrator

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

CONSULTANT:

**W.K. DICKSON & CO., INC.**

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

Name: Ryan Blake

Title: Vice President

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