

AGENDA
BOARD OF MAYOR & ALDERMEN
September 19, 2016 Meeting
Sevierville Civic Center
6:00 P.M.



The City of Sevierville Board of Mayor and Aldermen pledge to:

- **Check our egos at the door.**
- **Present a clear vision, policies and goals.**
- **Provide the necessary information, funds, and means to achieve the goals we have set.**
- **Trust and support City staff on their decision-making.**
- **Not “surprise” City staff at BMA meetings.**
- **Maximize delegation, minimize micro-management.**
- **Make an effort to improve City employees working conditions and quality of life.**
- **Recognize employee achievements.**
- **Make a commitment to improvement.**

City of Sevierville staff pledge to:

- **Provide timely responses to citizen’s concerns and problems.**
- **Provide the BMA with information on potential problems before they escalate.**
- **Remember who our customer is – the citizen (our only business is service).**
- **Be team leaders.**
- **Be accessible.**
- **Communicate with the BMA and City employees.**
- **Make recommendations based upon research and facts.**
- **Work with the BMA to provide 100% support after a decision has been made.**
- **Get the job done.**
- **Act as a team along with the BMA, rather than individually.**



AGENDA
BOARD OF MAYOR & ALDERMEN

September 19, 2016 Meeting
Sevierville Civic Center
6:00 P.M.

A. CALL TO ORDER

1. Pledge of Allegiance
2. Invocation

B. ROLL CALL

C. MINUTES –August 15, 2016

D. PUBLIC FORUM

1. Consider approval of **Ordinance O-2016-013 – 3rd reading** - An Ordinance to amend the operating budget for the fiscal period July 1, 2016 through June 30, 2017 and revising the property tax rate for tax year 2016 - *Lynn McClurg*

E. COMMUNICATION FROM MAYOR & ALDERMEN

F. REPORTS – *Monthly Department Reports*

G. OLD BUSINESS

1. Consider approval of **Ordinance O-2016-011 – 2nd reading** - An Ordinance to amend the zoning map of the City of Sevierville to rezone property from C-4 arterial commercial to C-3 intermediate commercial at 926 Middle Creek Road – *Pam Caskie* 1
2. Consider approval of **Ordinance O-2016-012 – 2nd reading** - An Ordinance to amend the zoning map of the City of Sevierville to rezone property from R-1, low density residential to C-3, intermediate commercial at 1405 Old Newport Highway – *Pam Caskie* 4
3. Consider approval of **Ordinance O-2016-013 – 3rd reading** - An Ordinance to amend the operating budget for the fiscal period July 1, 2016 through June 30, 2017 and revising the property tax rate for tax year 2016 - *Lynn McClurg* 7

H. NEW BUSINESS

1. Consider approval of **Resolution R-2016-009** – A Resolution consenting to the Industrial Development Board of the city of Sevierville negotiating and accepting payments in lieu of ad valorem tax – *Russell Treadway* 10
2. Consider approval of **proposal from Verita Telecommunications Corporation** for integration into Extenet fiber optic backbone in the amount of \$42,268.30 – *Pamela Caskie* 15
3. Consider approval of **scope of services, contract, and budget with AMEC Foster Wheeler Environmental and Infrastructure** in the amount of \$39,878.77– *Bryon Fortner* 22
4. Consider approval of a **bid for Golf Course chemicals with Harrells LLC** in the amount of \$124,915.90 – *Tracy Baker* 28
5. Consider approval of **Contract Amendment with TDOT** – *Bryon Fortner and Bob Parker* 30
6. Consider approval of **Contract for Property Use and Services between the City and the Smoky Mountain Home for Children** – *Bob Parker* 35
7. Consider approval of **bid for Lime Fertilizer with Sevier Farmers Cooperative** in the amount of \$15,300 – *Tracy Baker* 41
8. Consider purchase of **Dump Truck with Snow Plow and Salt Spreader from O.G. Hughes & Sons, Inc.**, in the amount of \$66,147 – *Bryon Fortner* 43
9. Consider approval of **bid for Bermuda Fertilizer from Sevier Farmers Cooperative** in the amount of \$10,380 – *Tracy Baker* 45
10. Consider approval of **purchase of HVLS Shop Fans from NAPA Auto Parts of Sevierville** for \$18,765 and additional wiring materials for \$1,550 for total cost of \$20,315 – *Bryon Fortner* 47
11. Consider approval of **purchase of eight sets of Turnout Gear from MES** for \$17,008 plus shipping – *Matt Henderson* 49
12. Consider approval of **duty uniform purchases** in the amount of \$42,190 – *Matt Henderson* 70
13. Consider approval of **purchase of police vehicles** in the amount of \$207,087 – *Don Myers* 73
14. Consider approval/ratification of **expenses in excess of \$5,000** – *Lynn McClurg* 76

I. ADJOURNMENT

**BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE**

September 12, 2016

A called meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on September 12, 2016 at 5:00 PM.

There were present and participating at the meeting:

Bryan C. Atchley, Mayor
Robbie Fox, Alderman
Wayne Helton, Alderman
Devin Koester, Vice-Mayor
Travis L. McCroskey, Alderman
Jim McGill, Alderman

Senior Staff Present:

Tracy Baker, Asst. City Administrator
Matt Henderson, Fire Chief
Lynn McClurg, Chief Financial Officer & City Recorder
Don Myers, Police Chief
Ed Owens, City Attorney
Bob Parker, Parks & Recreation Director
Russell Treadway, City Administrator

Mayor Atchley chaired the meeting with Lynn K. McClurg as secretary of the meeting.

PUBLIC FORUM

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

COMMUNICATIONS

The Board recognized the following community events:

| | | |
|---------------------------|----------------------------|-------------|
| Ribbon Cutting - Burgerfi | September 12 th | Sevierville |
| Ribbon Cutting - Aldi | September 15 th | Sevierville |

OLD BUSINESS

Mayor Atchley presented and placed for passage an Ordinance O2016-013 entitled "AN ORDINANCE TO AMEND THE OPERATING BUDGETS FOR THE FISCAL PERIOD JULY 1, 2016 - JUNE 30, 2017 AND REVISING THE PROPERTY TAX RATE FOR TAX YEAR 2016." A motion was made by Vice-Mayor Koester and seconded by Alderman Fox to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Fox, Helton, Koester, McCroskey, McGill. Those voting No: None. Atchley declared the ordinance passed on second reading.

There being no further business to discuss, the meeting adjourned at 5:01 PM.

Approved: _____
Bryan C. Atchley, Mayor

Attest: _____
Lynn K. McClurg, City Recorder

**BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE 37862**

September 5, 2016

The regular meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was cancelled due to the Labor Day holiday.

Approved: _____
Bryan C. Atchley, Mayor

Attest: _____
Lynn K. McClurg, City Recorder

**BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE**

August 15, 2016

A regular meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on August 15, 2016 at 6:00 PM.

There were present and participating at the meeting:

Bryan C. Atchley, Mayor
Robbie Fox, Alderman
Wayne Helton, Alderman
Devin Koester, Vice-Mayor
Travis L. McCroskey, Alderman
Jim McGill, Alderman

Senior Staff Present:

Tracy Baker, Asst. City Administrator
Pamela Caskie, Planning & Development Director
Steve Flynn, Water & Sewer Director
Bryon Fortner, Public Works Director
Lynn McClurg, Chief Financial Officer & City Recorder
Ed Owens, City Attorney
Bob Parker, Parks & Recreation Director
Russell Treadway, City Administrator

Mayor Atchley chaired the meeting with Lynn K. McClurg as secretary of the meeting. A motion was made by Vice-Mayor Koester and seconded by Alderman McCroskey to approve the minutes of the August 1, 2016 meeting and to dispense with the reading. Motion carried.

PUBLIC FORUM

Mayor Atchley opened the public forum section of the meeting. Atchley recognized Melvin Davidson, who requested an explanation of water and sewer fee increases and increased communication in the event of future increases. Atchley recognized Jonathan Ball, who requested Board support of the Farmers' Market grant application. There being no further comments, the public forum was closed.

COMMUNICATIONS

The Board recognized the following community events:

| | | |
|--|-------------------------|-------------------|
| Chamber Coffee Talk | August 16 th | Civic Center |
| GSMNP 100 th Anniversary Luncheon | August 25 th | National Park |
| Chamber of Commerce Banquet | August 30 th | Convention Center |
| Ribbon Cutting New York Life | August 31 st | Sevierville |

Mayor Atchley recognized Bryon Fortner, who introduced the following new employee(s): George Michael Tompkins, Public Works. A motion was made by Vice-Mayor Koester and seconded by Alderman McGill to cancel the September 5, 2016 Board meeting due to the Labor Day holiday. Motion carried.

REPORTS

Mayor Atchley noted the submission of monthly staff reports.

NEW BUSINESS

Mayor Atchley presented and placed for passage an ordinance O2016-011 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE, SECTION 14-201, TO REZONE PROPERTY ON MIDDLE CREEK

ROAD FROM C-4 ARTERIAL COMMERCIAL DISTRICT TO C-3 INTERMEDIATE COMMERCIAL DISTRICT.” A motion was made by Alderman McGill and seconded by Alderman Fox to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Fox, Helton, Koester, McCroskey, McGill. Those voting No: None. Atchley declared the ordinance passed on first reading.

Mayor Atchley presented and placed for passage an ordinance O2016-012 entitled “AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE, SECTION 14-201, TO REZONE PROPERTY ON OLD NEWPORT HIGHWAY FROM R-1 LOW DENSITY RESIDENTIAL DISTRICT TO C-3 INTERMEDIATE COMMERCIAL DISTRICT.” A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Fox, Helton, Koester, McCroskey, McGill. Those voting No: None. Atchley declared the ordinance passed on first reading.

Mayor Atchley presented and placed for passage an Ordinance O2016-013 entitled “AN ORDINANCE TO AMEND THE OPERATING BUDGETS FOR THE FISCAL PERIOD JULY 1, 2016 - JUNE 30, 2017 AND REVISING THE PROPERTY TAX RATE FOR TAX YEAR 2016.” A motion was made by Alderman McCroskey and seconded by Vice-Mayor Koester to approve the ordinance amended to set the property tax rate at \$.497 per \$100.00 of assessed value. and to dispense with the reading. Those voting Yes: Fox, Helton, Koester, McCroskey, McGill. Those voting No: None. Atchley declared the ordinance passed on first reading.

Mayor Atchley recognized Russell Treadway, who presented a Resolution R2016-008 for Downtown Sevierville to Meet National Objectives to Eliminate Area of Disinvestment. Treadway noted that the resolution aids the Sevierville Commons Association in pursuing a Commercial Façade Grant. A motion was made by Alderman Fox and seconded by Alderman McCroskey to approve the resolution as presented. Motion carried.

Mayor Atchley recognized Bob Parker, who requested approval of a schedule of fees for the Community Center and the purchase of a social media marketing strategy package. A motion was made by Vice-Mayor Koester and seconded by Alderman McGill to approve the schedule of fees and purchase as presented. Motion carried.

Mayor Atchley recognized Bob Parker, who requested approval of a TN Department of Agriculture Market Development grant application in the amount of \$1,000.00 to promote the Farmers’ Market. A motion was made by Alderman McGill and seconded by Alderman Fox to approve the grant application as requested. Motion carried.

Mayor Atchley recognized Bryon Fortner, who presented bids for a 4x4 backhoe with extend-a-boom and recommended the acceptance of the low qualified bid and award of contract to Stowers Machinery in the amount of \$113,005.00 for a Caterpillar 430F2 IT unit. A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the bid and award the contract as presented. Motion carried.

Mayor Atchley recognized Bob Parker, who presented bids for Community Center lighting equipment and recommended the acceptance of the low qualified bid and award of contract to Customer Service Electric Supply of Knoxville in the amount of \$18,025.21. A motion was made by Vice-Mayor Koester and seconded by Alderman Fox to approve the bid and award the contract as presented. Motion carried.

Mayor Atchley recognized Bob Parker, who requested approval of an agreement with the Sevier Aquatic Club for use of certain indoor recreation facilities for the 2016/2017 season. Parker noted that the

agreement was reviewed by the Recreation Advisory Committee. A motion was made by Alderman Fox and seconded by Vice-Mayor Koester to approve the agreement as presented. Motion carried.

Mayor Atchley recognized Steve Flynn, who presented task order 2 for general engineering and consulting services with Jacob's Engineering Group in the amount of \$1,400,000.00 for work related to the McCroskey Island Wastewater Treatment Plant expansion. A motion was made by Vice-Mayor Koester and seconded by Alderman Fox to approve the task order and to direct Jacobs Engineering to breakdown plans and estimates of construction costs to isolate "potential" EPA/TDEC regulatory effects. Motion carried.

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

| | | | |
|-----------------------|-------------------------------|-------------|----------------|
| 1. Harrell's | Golf course fertilizer | \$16,969.00 | Sole source |
| 2. Gridsmart | Traffic intersection retrofit | \$17,501.00 | Sole source |
| 3. Applied Concepts | Radar units (7) | \$9,948.40 | Low price |
| 4. A.S.D.T | Carpet cleaning | \$9,542.00 | Low price |
| 5. WebsEdge | ICMA video production | \$17,500.00 | Prof. services |
| 6. DryJect of TN, LLC | Golf greens treatment | \$10,585.00 | Sole source |

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

There being no further business to discuss, the meeting adjourned at 6:43 PM.

Approved: _____
Bryan C. Atchley, Mayor

Attest: _____
Lynn K. McClurg, City Recorder



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider approval of Ordinance O-2016-011, An Ordinance to Amend the Zoning Map of the City of Sevierville, Tennessee, to Rezone Property from C-4 Arterial Commercial to C-3 Intermediate Commercial (926 Middle Creek Road).

RESPONSIBILITY: Pamela Caskie, Development Director

PRESENTATION: For your review, this ordinance was approved by the Planning Commission at a meeting on July 7, 2016. Rezoning to a commercial classification that also allows housing has been requested by the owner. This will allow the home on the property previously used as an office to be reoccupied as a dwelling, and would not be in conflict with proposed zoning for this area on the new zoning map.

REQUESTED ACTION: Passage of the ordinance on 2nd reading.

ORDINANCE NO. O-2016-011

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE
CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN SEVIERVILLE
MUNICIPAL CODE, SECTION 14-201 (TO REZONE PROPERTY ON
MIDDLE CREEK ROAD FROM C-4 ARTERIAL COMMERCIAL DISTRICT
TO C-3 INTERMEDIATE COMMERCIAL 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 of property at Map 62, Parcel 33.00 (part of) from C-4 Arterial Commercial District to C-3 Intermediate Commercial 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: _____
Bryan C. Atchley, Mayor

ATTEST:

Lynn K. McClurg, City Recorder

Passed on 1st reading: 08/15/2016
Passed on 2nd reading: _____
Passed on 3rd reading: _____

Proposed Rezoning C-4 to C-3
Ordinance #: O-2016-011

C-4

FOXWOOD

R-1

FOX MEADOWS

ERNEST MCMAHAN

C-3

LE CREEK

FINE

MEDICAL PARK

Legend

-  Proposed C-4 to C-3
-  Parcel
-  City Zoning





Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider approval of Ordinance O-2016-012, An Ordinance to Amend the Zoning Map of the City of Sevierville, Tennessee, to Rezone Property from R-1 Low Density Residential to C-3 Intermediate Commercial (1405 Old Newport Highway).

RESPONSIBILITY: Pamela Caskie, Development Director

PRESENTATION: For your review, this ordinance was approved by the Planning Commission at a meeting on August 4, 2016. The adjoining parcel to the west is in the same ownership, is zoned C-3, and this rezoning would be in conformity with the proposed zoning for this area under the new zoning map. A neighborhood resident requested Old Newport Highway not be used to provide access to any future development on this property.

REQUESTED ACTION: Passage of the ordinance on 2nd reading.

ORDINANCE NO. O-2016-012

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE
CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN SEVIERVILLE
MUNICIPAL CODE, SECTION 14-201 (TO REZONE PROPERTY ON
OLD NEWPORT HIGHWAY FROM R-1 LOW DENSITY RESIDENTIAL
DISTRICT TO C-3 INTERMEDIATE COMMERCIAL 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 of property at Map 50N, Group A, Parcel 10.00 from R-1 Low Density Residential District to C-3 Intermediate Commercial 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.

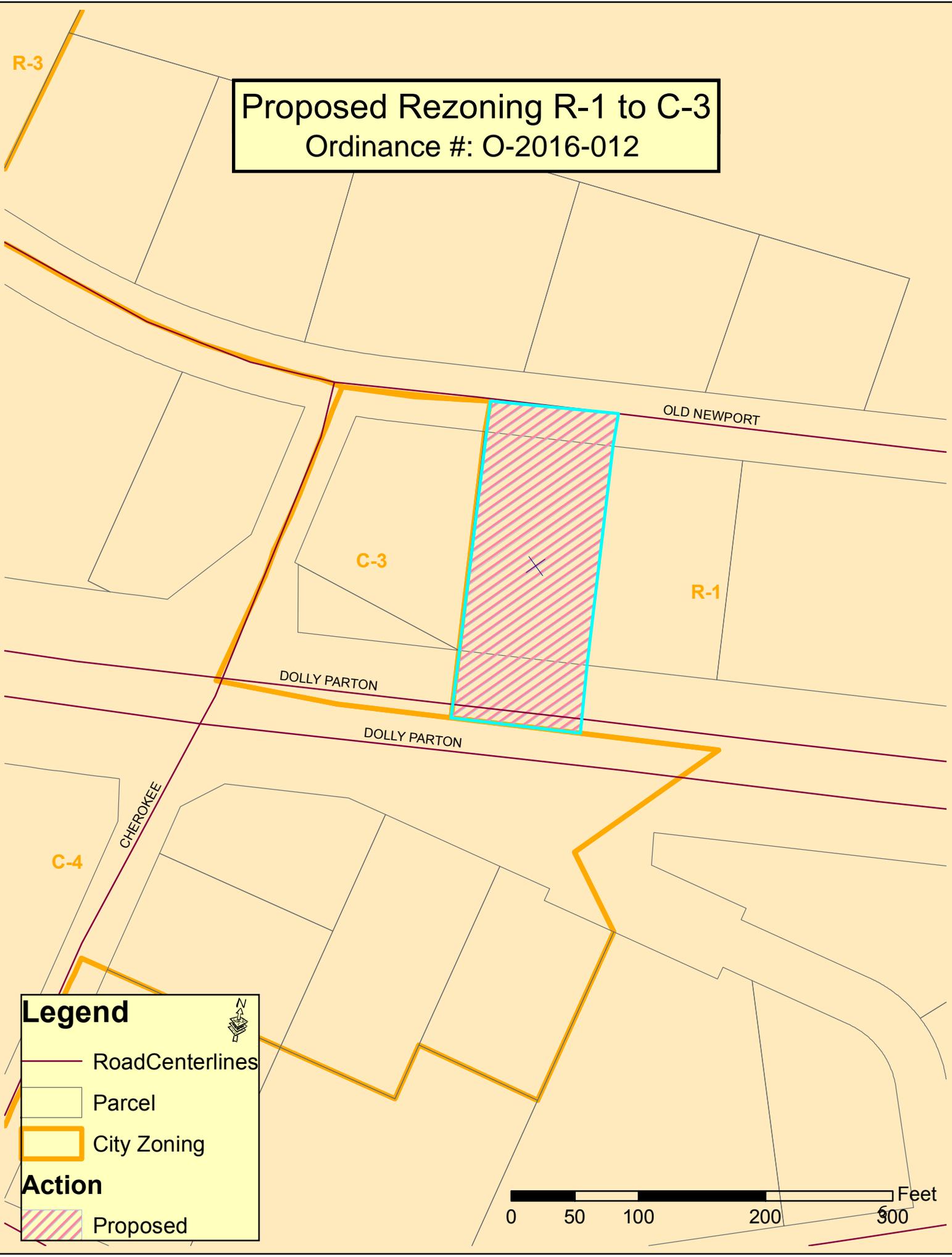
**APPROVED: _____
Bryan C. Atchley, Mayor**

ATTEST:

Lynn K. McClurg, City Recorder

Passed on 1st reading: 08/15/2016
Passed on 2nd reading: _____
Passed on 3rd reading: _____

Proposed Rezoning R-1 to C-3
Ordinance #: O-2016-012



Legend

- Road Centerlines
- Parcel
- City Zoning

Action

- Proposed





Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: O2016-013 Amending the Fiscal Year 2017 Budget

RESPONSIBILITY: Lynn McClurg, Chief Financial Officer

PRESENTATION: A budget amendment is necessary to account for the following:

- Recognition of bond issuance for the Dolly Parton Fire Station;
- Approval of new property tax rate of \$.4970 per \$100 of assessed value to fund the station construction, equipment, staffing and related debt service;
- Recognition of additional revenue and expenses for recently announced grant projects;
- Reallocation of funds from FY2016 budget for items that were received after June 30th.

REQUESTED ACTION: Passage of O2016-013 on third reading.

ORDINANCE O2016-013

AN ORDINANCE TO AMEND THE OPERATING BUDGETS FOR THE FISCAL PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017 AND REVISING THE PROPERTY TAX RATE FOR TAX YEAR 2016

WHEREAS, the Board of Mayor and Aldermen has previously acted to fund the operations and debt service of the City of Sevierville, and,

WHEREAS, the Board of Mayor and Aldermen has previously acted to establish a property tax rate, but now seeks to exceed the certified tax rate for the purpose of funding the construction and operations of a main fire station, and

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

SECTION 1. The budget of the City of Sevierville for the fiscal period of July 1, 2016 through June 30, 2017 is hereby amended as follows:

| | | | |
|-----------------|---------------|-------------------------------------|--------------|
| Expense | 110-41560-612 | Bond Cost of Issuance | \$ 140,000 |
| | 110-44410-xxx | Farmers Market Grant | \$ 1,000 |
| | 110-44410-321 | Tree Planting Exit 407 Grant | \$ 2,845 |
| | 911-42130-936 | Traffic Control CMAQ Grant | \$ 1,145,000 |
| | 911-42210-xxx | Dolly Parton Fire Station | \$ 6,500,000 |
| | 911-42210-xxx | Downtown Fire Station | \$ 3,600,000 |
| | 911-42210-944 | Fire truck (balance owed from 2016) | \$ 198,000 |
| | 911-42210-944 | New fire station truck | \$ 700,000 |
| | 911-43110-944 | PW truck (purchased in FY2016) | \$ 26,800 |
| | 911-44410-930 | West Prong Greenway extension | \$ 200,000 |
| | 911-44410-939 | PetSafe Dog Park | \$ 100,000 |
| Source of Funds | 110-27000 | Fund balance (Downton Station) | \$ 3,600,000 |
| | 110-27000 | Fund balance (from 2016 budget) | \$ 224,800 |
| | 110-33430 | Farmers Market Grant | \$ 1,000 |
| | 110-33430 | Tree Planting Exit 407 Grant | \$ 2,845 |
| | 110-36930 | Bond proceeds | \$ 7,340,000 |
| | 911-33191 | CMAQ Grant | \$ 1,145,000 |
| | 911-33430 | West Prong Greenway Grant | \$ 200,000 |
| | 911-36120 | PetSafe Dog Park Grant | \$ 100,000 |

SECTION 1. There is hereby levied a tax rate of \$0.497 per \$100.00 worth of all taxable property within the corporate limits of the City of Sevierville for the tax year 2016.

SECTION 2. The appropriations for this budget lapse at the end of the fiscal year, June 30, 2017 for all funds except the Capital Budget Fund. The balance in all expenditure accounts in the Capital Budget Fund will remain encumbered in the succeeding budget years until spent or until reappropriated or changed by the Board of Mayor and Aldermen.

SECTION 3. This Ordinance shall become effective five (5) days from and after its final passage, the Public Welfare requiring it.

Attest: _____
Lynn K. McClurg, City Recorder

Approved: _____
Bryan C. Atchley, Mayor

Passed on 1st Reading: 8/15/2016

Passed on 2nd Reading: 9/12/2016

Passed on 3rd Reading:



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider approval of Resolution R-2016-009 – “A Resolution Consenting To The Industrial Development Board Of The City Of Sevierville, Tennessee Negotiating And Accepting Payments In Lieu Of Tax With Respect To A Certain Project In The City Of Sevierville, Tennessee And Finding That Such Payments Are Deemed To Be In Furtherance Of The Public Purposes Of The Board As Defined In Tennessee Code Annotated Section 7-53-305.”

RESPONSIBILITY: Russell Treadway, City Administrator

PRESENTATION: The purpose of this resolution is to authorize the Industrial Development Board (IDB) to negotiate and accept payments in lieu of taxes for the proposed Sevier Gateway Marketplace located on Highway 66 in the TDZ.

You will find attached project estimates provided by the developer. Estimated project costs are \$35.5 million. Projected annual restaurant and retail sales are \$81.9 million.

You will also find a letter from Ingenuity Development requesting the PILOT and further stating that the project would not be financially feasible without it.

REQUESTED ACTION: Motion and affirmative vote to adopt the resolution as presented.

RESOLUTION R-2016-009

A RESOLUTION CONSENTING TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF SEVIERVILLE, TENNESSEE, NEGOTIATING AND ACCEPTING PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A CERTAIN PROJECT IN THE CITY OF SEVIERVILLE, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 7-53-305.

WHEREAS, the Board of Mayor and Aldermen (the “Governing Body”) of the City of Sevierville, Tennessee (the “City”) has met pursuant to proper notices; and

WHEREAS, the City has previously authorized the incorporation of The Industrial Development Board of the City of Sevierville, Tennessee (the “Board”) as an industrial development board duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated; and

WHEREAS, the City has been informed that Ingenuity Development, LLC or an affiliate thereof (the “Developer”) intends to cause the construction and development of certain retail shopping facilities (collectively, the “Project”), located within the City along State Highway 66 (the “Property”); and

WHEREAS, the Developer of the Project has requested the Board to hold a leasehold interest in the Property and hold ownership of certain personal property located thereon; and

WHEREAS, the Developer has furthermore requested the Board to lease the Project to the Developer and to permit the Developer to make payments in lieu of ad valorem taxes; and

WHEREAS, Tennessee Code Annotated Section 7-53-305(b) authorizes the City to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem tax upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in said Code Section.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, as follows:

1. The Governing Body hereby finds that the negotiation and acceptance by the Board of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the board as defined in Tennessee Code Annotated Section 7-53-305, and the Governing Body hereby consents and delegates to the Board the right to negotiate and accept such payments from the Developer, as a lessee of the Board with respect to the Project.

2. The Board is furthermore authorized to retain such payments in lieu of taxes and apply such payments to debt service incurred by the Board relating to the development of the Project.
3. The Board's agreements concerning payments in lieu of ad valorem taxes relating to the Property may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.
4. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

Adopted this the ____ day of _____, 2016.

APPROVED: _____
Bryan C. Atchley, Mayor

ATTEST:

Lynn McClurg, City Recorder

Sevier Gateway Marketplace
 Winfield Dunn Parkway and Old Douglas Dam Road
 Sevierville Tennessee

Shopping Center Use Building Areas

| Use Categories: | | Building Area | Projected Retail & Restaurant Sales | |
|---|---|----------------------|--|----------------------|
| Out Parcels - | | | By Sq Ft | Total |
| Out Parcel One | Fast Food Restaurant | 3,000 | 500 | \$ 1,500,000 |
| Out Parcel Two | Fast Food Restaurant | 3,500 | 500 | \$ 1,750,000 |
| Out Parcel Three | Fast Food Restaurant | 3,000 | 383 | \$ 1,150,000 |
| Out Parcel Four | Sit Down Theme Restaurant | 5,000 | 900 | \$ 4,500,000 |
| Out Parcel Five | Convenience Store with Gas | 3,000 | 350 | \$ 4,500,000 |
| Retail Building 1 | Proposed super market | 52,744 | 450 | \$ 23,734,800 |
| Retail Building 1 | Retail - Multiple Products | 7,500 | 295 | \$ 2,212,500 |
| Retail Building 1 | Retail - Fashion | 8,000 | 400 | \$ 3,800,000 |
| Retail Building 1 | Department Store | 35,000 | 400 | \$ 14,000,000 |
| Retail Building 1 | Pet and related merchandise | 12,500 | 250 | \$ 3,125,000 |
| Retail Building 1 | Apparel | 62,500 | 300 | \$ 18,750,000 |
| Retail Shops | Sandwich, Services & General Merchandise | 8,400 | 350 | \$ 2,940,000 |
| Total Restaurant and Retail hopping Center Area | | 204,144 | | <u>\$ 81,962,300</u> |

| | |
|--|----------------------|
| Total Projected Costs for Development of Shopping Center: | \$ 33,500,000 |
|--|----------------------|

Projected Annual Real Estate Taxes:

| | | | |
|----------------------|-----|----------|---------------|
| Assessed Valua at | 40% | of value | \$ 13,400,000 |
| Value per | \$ | 100.00 | 134,000 |
| Real Estate tax rate | \$ | 2.30 | \$ 308,200 |



Mr. Russell Treadway
City Manager
City of Sevierville, Tennessee
120 Gary Wade Boulevard
Sevierville TN 37864

Re: Request for approval of a PILOT loan for development of the proposed Sevier Gateway Marketplace – 175,000 square foot shopping center Winfield Dunn Parkway (TN 66) and Old Douglas Dam Road Sevierville, Tennessee

Dear Mr. Treadway:

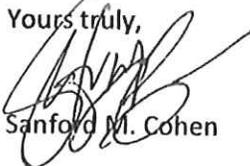
We appreciate the City of Sevierville's support and encouragement of the proposed 175,000 square foot shopping center that is anticipated to have retail stores and restaurants.

Our leasing efforts have been directed at several retail and restaurant companies that are not currently in Sevierville. The projected costs that are associated with development and construction of a large retail/restaurant center are significant. Several of the proposed retail and restaurant companies that have expressed interest in locating in the proposed development are new to Sevierville. Due to this being a new market for many of our prospective tenants we must absorb more of the costs in attracting them to the center than might be the case in more traditional urban markets in which it is easier to determine the market indices that will likely indicate sales success at a specific shopping center location.

Without a PILOT loan we would not be able to construct the proposed commercial center. The costs would be excessive relative to an acceptable rate of return on our company's investment.

We appreciate The City of Sevierville considering our request for a PILOT loan that will provide additional funding essential to getting this property developed with retail and restaurant companies interested in entering the Sevierville market.

Yours truly,


Sanford M. Cohen

Cc: Todd Walter

Ingenuity Development
One Columbus Center, Suite 700
Virginia Beach, VA 23462
(757) 335-1144



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider approval of proposal from Verita Telecommunications Corporation for integration into Extenet fiber optic backbone

RESPONSIBILITY: Pam Caskie, Development Director

PRESENTATION: Verita Telecommunications Corporation is the subcontractor for Extenet Systems and is responsible for the deployment of the Extenet fiber optic network throughout Sevierville. The City has a signed agreement with Extenet that gives a portion of their fiber optic backbone to the City for private use. This proposal covers the work necessary to access that fiber throughout the Extenet backbone and deploy it into the City network infrastructure at multiple locations throughout the City.

REQUESTED ACTION: Approval of Proposal for Services to the sum of \$42,268.30.

Verità Telecommunications Corporation

47083 Five Mile Rd,
Plymouth, MI 48170



Proposal to Perform Construction Services to the City of Sevierville

Date

July 26, 2016

Services Performed By:

Verità Telecommunications Corporation
47083 Five Mile Rd,
Plymouth, MI 48170

Services Performed For:

City of Sevierville
120 Gary Wade Blvd,
Sevierville, TN 37862

Scope of Work

Verità Telecommunications Corporation (Verità) shall provide the Services and Deliverable(s) as follows:

Verità will provide labor and materials to install City supplied 36 count fiber optic cable from Extenet fiber locations to City selected locations as agreed upon with the City. Verità will provide labor and materials to splice 36 count fiber as needed to Extenet fiber as directed by the City. Verità will supply all consumable materials, with the exception of the 36 count fiber, to complete this work.

Fee Schedule

Parkway & Apple Valley

| OSP Construction | Unit Price | Unit | Quantity | Price |
|---------------------------------------|------------|------------|----------|---------|
| Place FOC in existing proofed conduit | \$0.90 | Route Foot | 30 | \$27.00 |

| | | | | |
|-------------------------------|----------|--------------|-----|------------|
| Place FOC on existing SCES | \$3.36 | Route Foot | 275 | \$924.00 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 24 | \$840.00 |
| Parkway & Apple Valley Total | | | | \$2,791.00 |

Parkway & Collier Dr

| OSP Construction | Unit Price | Unit | Quantity | Price |
|--------------------------------|------------|--------------|----------|------------|
| Place FOC in installed conduit | \$25.00 | Route Foot | 160 | \$4,000.00 |
| Supply and Install Handhole | \$1,050.00 | Each | 1 | \$1,050.00 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 36 | \$1,260.00 |
| Parkway & Collier Dr Total | | | | \$7,310.00 |

BWW Collier Dr

| OSP Construction | Unit Price | Unit | Quantity | Price |
|-------------------------------|------------|--------------|----------|------------|
| Supply and Install Handhole | \$1,050.00 | Each | 1 | \$1,050.00 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 24 | \$840.00 |
| BWW Collier Dr Total | | | | \$2,890.00 |

Collier Dr End of Line

| OSP Construction | Unit Price | Unit | Quantity | Price |
|-------------------------------|------------|--------------|----------|------------|
| Supply and Install Handhole | \$1,050.00 | Each | 1 | \$1,050.00 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 12 | \$420.00 |
| Collier Dr End of Line Total | | | | \$2,470.00 |

Parkway & Walnut

| OSP Construction | Unit Price | Unit | Quantity | Price |
|---------------------------------------|------------|--------------|----------|------------|
| Place FOC in existing proofed conduit | \$0.90 | Route Foot | 30 | \$27.00 |
| Place FOC on existing SCES | \$3.36 | Route Foot | 15 | \$50.40 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 24 | \$840.00 |
| Parkway & Walnut Total | | | | \$1,917.40 |

Parkway & Popeye's

| OSP Construction | Unit Price | Unit | Quantity | Price |
|-------------------------------|------------|--------------|----------|----------|
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 24 | \$840.00 |

| | | | | |
|------------------------------|----------|---------------------|----|------------|
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 12 | \$420.00 |
| | | Forks & Bruce Total | | \$2,470.00 |

Winfield Dunn & Allensville

| OSP Construction | Unit Price | Unit | Quantity | Price |
|---------------------------------------|------------|-----------------------------------|----------|------------|
| Place FOC in existing proofed conduit | \$0.90 | Route Foot | 35 | \$31.50 |
| Place FOC on existing SCES | \$3.36 | Route Foot | 425 | \$1,428.00 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 12 | \$420.00 |
| | | Winfield Dunn & Allensville Total | | \$2,879.50 |

City Hall

| OSP Construction | Unit Price | Unit | Quantity | Price |
|---------------------------------------|------------|-----------------|----------|-------------|
| Place FOC in existing proofed conduit | \$0.90 | Route Foot | 193 | \$173.70 |
| Install conduit only | \$24.10 | Route Foot | 345 | \$8,314.50 |
| Supply and Install Handhole | \$1,050.00 | Each | 1 | \$1,050.00 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 24 | \$840.00 |
| | | City Hall Total | | \$11,378.20 |

Dolly Parton & Food City

| OSP Construction | Unit Price | Unit | Quantity | Price |
|---------------------------------------|------------|--------------|----------|------------|
| Place FOC in existing proofed conduit | \$0.90 | Route Foot | 35 | \$31.50 |
| Place FOC on existing SCES | \$3.36 | Route Foot | 25 | \$84.00 |
| Optical Cable Splice Material | \$750.00 | Splice Point | 1 | \$750.00 |
| Splicing Set up Charge | \$250.00 | Splice Point | 1 | \$250.00 |
| Fusion Splicing (per strand) | \$35.00 | Each strand | 12 | \$420.00 |
| Dolly Parton & Food City Total | | | | \$1,535.50 |

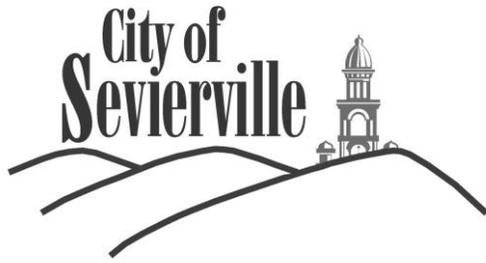
This Proposal is hereby accepted in accordance with the terms and conditions stated herein.

City of Sevierville

Verità Telecommunications Corporation

By: _____
Name:
Title:

By: 
Name: Michael A. Falsetti
Title: President and CEO



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider Scope of Services, Contract and Budget with AMEC Foster Wheeler Environmental and Infrastructure.

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

PRESENTATION: A Request for Proposals (RFQ) was solicited from qualified engineering firms for Construction Engineering Inspection (CEI) Materials and Testing services on the Eastgate Greenway Phase II Project. City staff will be self-performing the field inspection, but we do not have materials testing capabilities, so this contract is necessary to complete the requirements of TDOT/FHWA. City staff is working with TDOT to make sure this expenditure is reimbursed as part of the contract between the City and TDOT. Ed Owens has reviewed and approved this contract.

REQUESTED ACTION: Approval of contract with AMEC Foster Wheeler with a not to exceed amount of \$39,878.77.



Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this ____ day of _____ 2016, is made by and between **Amec Foster Wheeler Environment & Infrastructure, Inc.**, a Nevada corporation, with an address at 2030 Falling Water RD, Suite 300, Knoxville, TN 37922 ("Amec Foster Wheeler") and The City of Sevierville, a Tennessee (State) corporation/limited liability company/partnership (Indicate which), with an address at 120 Gary Wade Boulevard, P.O. Box 5500, Sevierville, TN 37864-5500 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Amec Foster Wheeler to provide services in connection with:
Professional Engineering Services Construction Materials Testing, Eastgate Greenway Phase 2

SCOPE OF SERVICES

Amec Foster Wheeler agrees to perform services in accordance with its Proposal and Cost Estimate set forth in the Attachments hereto as follows:

Provide construction materials testing services for the Eastgate Greenway Phase 2 project.

CLIENT agrees that all services not expressly included are excluded from Amec Foster Wheeler's Scope of Services.

COMPENSATION (in U.S. Dollars) (check one)

Firm-fixed price: CLIENT agrees to compensate Amec Foster Wheeler on a firm-fixed price basis in the amount of: \$_____.

Time and materials: CLIENT agrees to compensate Amec Foster Wheeler for all hours worked and other costs incurred at the rates and terms set forth in the Attachments hereto. Should the total cost of Amec Foster Wheeler's performance be greater than the estimated amount shown below, Amec Foster Wheeler will notify CLIENT and provide a revised estimate for CLIENT's approval. In such event, continued performance is subject to additional funding as mutually agreed.

Total estimated time and materials cost: \$39,878.77

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. Amec Foster Wheeler Proposal 16-CEI-015 Dated September 8, 2016
 2. Cost Estimate Construction Materials Testing for Amec Foster Wheeler Proposal 16-CEI-015
-

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: Amec Foster Wheeler will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

7. CLIENT'S RESPONSIBILITIES: CLIENT agrees to provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface

US PSA 1-2015

structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: As part of the consideration Amec Foster Wheeler requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against Amec Foster Wheeler by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Amec Foster Wheeler or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

Should any provision of this Agreement cause a reduction or elimination of CLIENT'S insurance coverage, such provision shall be void and unenforceable, any other provision of this Agreement notwithstanding.

11. INDEMNITY. To the extent permitted by Tennessee law, and only to such extent, CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler. Amec Foster Wheeler agrees to defend, indemnify, protect and hold harmless CLIENT, and its officers, employees and agents from claims, liabilities, damages or expenses which may arise directly or indirectly, to any party, to the extent caused by Amec Foster Wheeler's negligent acts, errors or omissions or willful misconduct in the performance of the services.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec

Foster Wheeler's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the state of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the state of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Amec Foster Wheeler under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Amec Foster Wheeler.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Amec Foster Wheeler have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

Amec Foster Wheeler Environment & Infrastructure, Inc.

By: _____

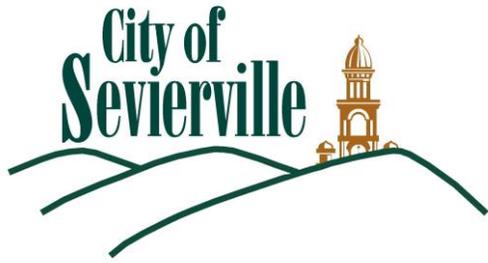
By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Chemical Bid

RESPONSIBILITY: Tracy Baker, Assistant City Administrator

PRESENTATION: Bids were opened for Golf Course chemicals on 8/29/2016. Two bidders, including the low bidder, priced a product that was incompatible with the specifications. Harrells LLC is the lowest qualified bid at \$124,915.90.

REQUESTED ACTION: Accept Harrells LLC as the low bid.



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Contract Amendment with TDOT

RESPONSIBILITY: Bryon Fortner- Director of Public Works
Bob Parker-Director of Parks and Recreation

PRESENTATION:

On the attached page please find a letter that was forwarded to TDOT regarding a request to shift STP funding to the project noted below:

RE: Sevierville Eastgate Greenway, Phase 2
PIN: 114946.01
Federal Project Number: STP-EN-9123(6)
State Project Number: 78LPLM-F3-010
County: Sevier

Our major justification for this request was the fact that these items were included in the original project design; however due to budget limitations these items were removed in order to get the project within the allocated budget. This change will reimburse the City for Project Management, it will also pay for enhanced improvements to both the Greenway and Burden Hill Road which will improve safety for both vehicles and pedestrians.

Also attached please find the Amendment TDOT Contract which secures these funds to be used for the above noted project. These funds are 100% funded and do not require any additional matching city funds.

REQUESTED ACTION: Approve Amended Contract and Authorize the Mayor and City Attorney to execute this change and Staff to proceed with the project.

Amendment Number: 1

Agreement Number: 120127

Project Identification Number: 114946.01

Federal Project Number: STP-EN-9123(6)

State Project Number: 78LPLM-F3-010

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF SEVIERVILLE (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Hospital to East Gate Greenway - Phase 2: Construction of approximately 3,300 linear feet of greenway from the East Sevierville Greenway to the intersection of Sunrise Circle and Veterans Blvd. Project also includes pedestrian lighting, landscaping, signage and pedestrian amenities.

The language of AGREEMENT # 120127 dated October 15, 2012 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **1**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF SEVIERVILLE

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____
**Mayor
Bryan C. Atchley**

Date

By: _____
**John C. Schroer
Commissioner**

Date

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____
**City Attorney
Ed Owens**

Date

By: _____
**John Reinbold
General Counsel**

Date

EXHIBIT “A” For AMENDMENT I

CONTRACT NO.: I20127

PROJECT IDENTIFICATION NO.: 114946.01

PROJECT DESCRIPTION: HOSPITAL TO EAST GATE GREENWAY – PHASE 2: Construction of approximately 3,300 linear feet of greenway from the East Sevierville Greenway to the intersection of Sunrise Circle and Veterans Blvd. Project also includes pedestrian lighting, landscaping, signage and pedestrian amenities. The purpose of the project is not location dependent. The purpose of the project shall be accomplished in accordance with the project application, budget, and/or scope of work on which approval of the project was based, AASHTO standards, and Exhibit B (which are AASHTO Path Standards). The application, budget, and /or scope of work may be amended from time to time and when amended will serve as the revised project standard.

TYPE OF WORK: PEDESTRIAN AND BICYCLE FACILITIES

| PHASE | FUNDING SOURCE | FED % | STATE % | LOCAL % | ESTIMATED COST |
|--------------------------------------|-------------------|-------|---------|---------|----------------|
| CONST | ENHANCEMENT (ENH) | 80% | 0% | 20% | \$449,791.25 |
| CONST | STP | 80% | 0% | 20% | \$225,086.25 |
| CONST - CEI | ENHANCEMENT (ENH) | 80% | 0% | 20% | \$70,000.00 |
| CONST - TDOT ENGINEERING SERVICES | ENHANCEMENT (ENH) | 80% | 0% | 20% | \$10,000.00 |

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said Federal and/or State funds is ruled ineligible at any time.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A., Section 133, Surface Transportation Program.

PROJECT FUNDING AND SCOPE LIMITATIONS: Once the project is completed per the application and description above, all remaining federal funds will revert to the Department. Project scope revisions and /or additions outside the enhancement activity are prohibited. Limited project scope revisions consistent with the awarded activity must be reviewed and approved by the Department.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to insure that TDOT’s expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.



September 13, 2016

Ms. Lisa Dunn
TDOT Local Programs Development Office
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, TN 37243-1402

RE: Sevierville Eastgate Greenway, Phase 2
PIN: 114946.01
Federal Project Number: STP-EN-9123(6)
State Project Number: 78LPLM-F3-010
County: Sevier

Dear Ms. Dunn:

After consulting with both the City Administrator and the Director of Public Works for the City of Sevierville; please let this letter hereby a request to apply the FY2015 STP funds allocated for Sevierville to the above referenced project. Our Director of Public Works understands this will take an amendment to our current contract (#120127) to include this \$180,069.

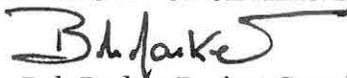
Below are the estimated breakdown in which we would justify the use of these funds on this TDOT Local Programs Project. (All will be included within the construction phase of the contract):

| | |
|---|-----------------|
| CEI Reimbursement | \$60,000 |
| Safety Improvements to the Burden Hill Road Crossing | \$60,069 |
| Landscaping (removed for cost savings) | \$25,000 |
| Concrete sections of the greenway within the floodway | <u>\$35,000</u> |
| Total | \$180,069 |

Our major justification is the fact that these items were included in the original project design; however due to budget limitations these items were removed in order to get the project within the allocated budget. Should you have any questions, please do not hesitate to contact me.

Sincerely,

THE CITY OF SEVIERVILLE


Bob Parker-Project Coordinator

Enclosures

cc (by email): Whitney Sullivan-TDOT Local Programs
Bryon Fortner-P.E. Director of Public Works
Bram Barth and Lee Davidson, Lose and Associates



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Contract for Property Use and Services

RESPONSIBILITY: Bob Parker-Director of Parks and Recreation

PRESENTATION: The Original Contract for Property Use and Services between the City and the Smoky Mountain Home for Children is scheduled to expire on October 31, 2016. The Smoky Mountain Home for Children has agree to extend this agreement an additional year and have signed the Contract.

The City Attorney has reviewed the contract.

REQUESTED ACTION: Approval of extension of Contract for Property Use and Service between the City of Sevierville and the Smoky Mountain Home for Children from November 1, 2001 until October 31, 2107.

Contract for Property Use and Services
City of Sevierville and Smoky Mountain Children's Home

This Agreement is made effective as of August 1, 2016 by and between the City of Sevierville ("The City"), of 120 Gary Wade Blvd. Sevierville, TN 37862, and Smoky Mountain Children's Home ("SMCH"), of 449 McCarn Circle, Sevierville, Tennessee 37862.

RECITALS

The purpose of this Agreement is to provide for the mutual interests of SMCH and FC Alliance. This Agreement will provide a temporary location for soccer activities conducted by FC Alliance while protecting the administrative interests of SMCH as well as addressing the safety and security concerns of its employees and residents. Under this contract, The City will manage the use of the soccer fields located on SMCH property on behalf of FC Alliance, and provide the necessary security for all activities conducted by FC Alliance on SMCH property. SMCH will allow FC Alliance to use the soccer fields located on its property for practices, private lesson, and regular season games. The City and FC Alliance shall enter into a secondary agreement for the provision of adequate security for all activities conducted by FC Alliance on SMCH property.

AGREEMENT

Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Description of Services. Beginning on August 1, 2016, SMCH and The City will provide the following services and/or materials (collectively, the "Services.")

a. In consultation with SMCH administration, the Sevierville Police Department shall conduct a security review to determine what actions shall be necessary to provide adequate security to SMCH staff, SMCH residents, soccer participants, staff of soccer organization, and spectators. It shall be the responsibility of The City to ensure that all agreed upon security measures are in place during times the soccer fields are in use by FC Alliance. Additionally, the Sevierville Police Department shall conduct an annual review of security protocol. Any proposed change in protocol shall be subject to consultation and approval by SMCH administration.

b. The City shall provide uniformed police officers at all games conducted by FC Alliance on SMCH property to ensure the safety and security of SMCH staff and residents as well as staff, participants, and spectators of the soccer organization. The City shall be responsible for keeping unauthorized individuals away from areas of SMCH property not designated for use by FC Alliance. The City shall require FC Alliance to advise persons visiting the premises for soccer related

purposes that they are not permitted to drive motor vehicles through the SMCH campus for any reason.

c. The City and/or FC Alliance shall provide officers/staff to strictly enforce parking requirements and restrictions for activities conducted by FC Alliance on SMCH property. These requirements will be those determined as a result of the security review conducted by the Sevierville Police Department.

d. FC Alliance shall provide its proposed schedule to The City. The City shall provide SMCH with a schedule of dates and times the soccer fields will be in use by FC Alliance, including a detailed schedule for each date, setting beginning and ending times. The schedule is subject to approval by SMCH administration and shall not be changed without advance approval by SMCH administration. No Tournaments are to be scheduled or held on SMCH property. SMCH soccer fields are to be used for soccer practices, private lessons, and regular season games only, all of which must be included in the final schedule agreed upon by the parties. The City shall provide to SMCH the name and contact information for a specified individual who shall serve as the point of contact and designated representative of FC Alliance for purposes of this Agreement.

e. SMCH shall ensure that the soccer fields are free from any encumbrances or conflict in scheduling as to their use by FC Alliance during all scheduled soccer activities. The term "soccer fields" shall include all designated fields, pavilion, restrooms, and designated parking areas set forth in the agreed upon security protocol.

f. The City shall be responsible for the general maintenance of the soccer fields from March 1st through October 31st annually; being the period of time in which FC Alliance is in season and will be conducting soccer activities on SMCH's fields. General maintenance will include, but is not necessarily limited to; having fields mowed and grounds maintained regularly, removal of all trash or waste related to soccer activities, and preparing fields for soccer events. SMCH will be responsible for general maintenance when FC Alliance is out of season.

2. Payment for Services. The City shall pay the reasonable annual fee of \$1,000 to SMCH for use of the fields by FC Alliance. This fee shall be paid in the form of a scholarship for local area youths who wish to participate in the soccer league but cannot afford the required fees. FC Alliance may choose the youths for which to provide this scholarship subject to SMCH administrative approval. SMCH authorizes a portion of this fee to be used for the required equipment for these youths if applicable. The names of the youths, the local school they attend, as well as an accounting of expenditure shall be provided to SMCH in a reasonable time. This fee is due at the signing date of the original contract. This fee shall be paid annually at the date of contract renewal for each additional year this contract is in effect until its final termination. The City, SMCH, and FC Alliance may conduct a renegotiation of this fee term within the 90-day period prior to the annual renewal of the agreement.

3. Term. The term of this Agreement shall end one year from the effective date hereof. During the period of this Agreement, The City and FC Alliance shall make their best efforts to locate new fields to be used by FC Alliance in order to end their need for use of the fields located on SMCH property.

4. Permits. SMCH and The City shall be responsible for obtaining and paying for all necessary permits, licenses, and any other instruments required to perform the Services. The City shall fully cooperate with SMCH in the obtaining of any permits and licenses, as necessary.

5. Insurance. The City shall maintain adequate liability insurance policies on the fields located on SMCH property naming SMCH as an additional insured. Insurance coverage must be within the provisions and coverage amounts required by Tennessee law. The City will provide SMCH with written proof of compliance with this paragraph, upon request, prior to the commencement of Services. FC Alliance shall carry similar insurance naming the City and SMCH as an additional insured if applicable.

6. Negotiation Procedure. If The City or SMCH requests or requires any change either expanding or limiting the terms of performance under this contract, the party requesting the change shall provide the other party with written notice of any proposed changes within a reasonable time. Any resulting increase or decrease in services or fees provided for in Paragraphs 1, 2, or 3 must be in writing, mutually agreed to, and signed by both parties.

7. Unforeseen Conditions and Acts of God. This Agreement is subject to *force majeure*, including without limitation, accidents, acts of God, fire, explosion, vandalism, storm, weather conditions, labor strikes, orders or acts of military or civil authority, national emergencies, insurrections, riots, wars, or other delays beyond the reasonable control of the parties. SMCH shall not be held responsible for reasonable delays caused by such events, but shall use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance.

8. Default. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure of SMCH or The City to provide the Services agreed upon in the time and manner provided for in this Agreement.

9. Remedies on Default. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within thirty (30) days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

10. Relationship of the Parties. The provisions of this Agreement are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between The City and SMCH other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Agreement. SMCH expressly acknowledges that SMCH is not an agent, employee or representative of The City and covenants to represent itself accordingly.

11. Notices. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

12. Entire Agreement. This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

13. Waiver. No waiver by either party of any breach of this Agreement shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

14. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

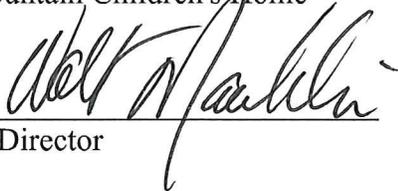
15. Amendment. This Agreement may be modified or amended only if made in writing and signed by both parties.

16. Applicable Law. This Agreement shall be governed by the laws of the State of Tennessee.

17. Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

18. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, representatives, successors and assigns.

Smoky Mountain Children's Home

By: 
Executive Director

By: 
(Additional Signer if Necessary)

City of Sevierville

By:

Mayor of Sevierville Tennessee

By: _____
City Recorder



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Lime Fertilizer Bid

RESPONSIBILITY: Tracy Baker, Assistant City Administrator

PRESENTATION: Bids were opened for Golf course lime fertilizer on 8/29/2016, with Sevier Farmers Cooperative as the low bid at \$15,300.

REQUESTED ACTION: Accept Sevier Farmers Cooperative as the low bid.



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider Purchase of Dump Truck with Snow Plow and Salt Spreader

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

PRESENTATION: On September 1, 2016, bids were opened for Dump Truck with Snow Plow and Salt Spreader. The lowest qualified bidder is O.G. Hughes & Sons, Inc. for \$66,147. Bid tabulation sheet is attached for reference.

\$70,000 is budgeted.

REQUESTED ACTION: Approval of purchase from O.G. Hughes & Sons, Inc. for \$66,147.

BID TABULATION

Opening Date: 09/01/16
 Time: 2:00pm
 Location: City Hall

Item: Dump Truck

| | | | | | |
|---------------------------------|---------------------------|------------------------------|-------------------------------|-------------------------------|------------------------|
| Vendor | Fed Russell Ford (gas) | Fed Russell Ford (Diesel) | O.S. Hughes + SMS, INC (D) | O.S. Hughes + SMS, INC (S) | Worldwide Equipment |
| Truck Price | \$53,315 | \$60,894 | \$60,009 | \$52,172 | \$73,728 |
| Truck Manufacturer | Ford | Ford | Ford | PAM | Kenworth |
| Truck Model Name/Number | F550/F5H/GAS | F550/F5H/DIESEL | F550 4x4 | 5500 4x4 | T-320 |
| Body Manufacturer | ADMIN | ADMIN | GALUM-GODWIN | GALUM-GODWIN | POWERS |
| Body Model Name/Number | 184 V SUTCS | 184 V SUTCS | PLD12 w/LTS sub. | PLD12 w/LTS sub. | 44977 |
| Snow Plow Price | \$6,250 | #11ker \$6,250 | \$8,351 | \$8,315 | \$40,400 |
| Snow Plow Manufacturer | Hiniker | Hiniker | SNOWDRAG | SNOWDRAG | NORTON |
| Snow Plow Model Name/Number | 7902 | 7902 | EX90 | EX90 | HN10 DAPP |
| Salt Spreader Price | \$13,745 | \$13,745 | \$5,074 | \$5,074 | - |
| Salt Spreader Manufacturer | SNOW EX | SNOW EX | SALTDRAG | SALT DRAG | SMITHSON |
| Salt Spreader Model Name/Number | SP 9300X | SP 9300X | SHP 3000 | SHP 3000 | EVID-80-56 |
| TRADE PRICE | | | | | |
| TOTAL PRICE | \$73,310 | \$80,889 | \$74,584 | \$66,147 | \$114,128 |

Attest: Tracy Baker
 Tracy Baker, Assistant City Administrator

Witness: [Signature]
 Witness: [Signature]



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Bermuda Fertilizer Bid

RESPONSIBILITY: Tracy Baker, Assistant City Administrator

PRESENTATION: Bids were opened for Golf course bermuda fertilizer on 8/29/2016, with Sevier Farmers Cooperative as the low bid at \$10,380.

REQUESTED ACTION: Accept Sevier Farmers Cooperative as the low bid.



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider Purchase of HVLS Shop Fans

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

PRESENTATION: On September 2, 2016, bids were opened for HVLS Shop Fans. The lowest qualified bidder with installation is NAPA Auto Parts of Sevierville bidding MacroAir fans. Recommendation is to purchase one (1) 18' fan and two (2) 14' fans installed. Total purchase price is \$18,765. Additional cost of pre-installation wiring materials by facilities maintenance is \$1,550. Total project cost is \$20,315.

\$18,000 is budgeted, with additional funds available from savings in other capital expenditures.

REQUESTED ACTION: Approval of purchase from NAPA Auto parts of Sevierville for \$18,765 and additional wiring materials for \$1,550.



BID TABULATION

Opening Date: 09/02/16
 Time: 10:00 AM
 Location: City Hall

Item: Shop Fans

| Vendor | 14 foot unit price | 14 foot installation | 14 foot manufacturer | 18 foot unit price | 18 foot installation | 18 foot manufacturer | 20 foot unit price | 20 foot installation | 20 foot manufacturer | Time for Delivery |
|-----------------------|--------------------|----------------------|----------------------|--------------------|----------------------|----------------------|--------------------|----------------------|----------------------|---------------------------------------|
| Big Ass Solutions | \$7,700 | \$1,946 | Big Ass Solutions | \$1,946 | \$8,125 | Big Ass Solutions | \$8,100 | \$1,947 | Big Ass Solutions | 14 days - deliv. 30 days - install |
| Hunter Industrial Fan | \$4,100 | \$2,500 | Hunter Ind. Fan | \$4,300 | \$2,500 | Hunter Ind. Fan | \$4,500 | \$2,500 | Hunter Ind. Fan | 10 days. |
| Energylogic LLC | \$5,148 | \$1,200 | macro Air | \$5,213 | \$1,200 | macro Air | \$6,100 | \$1,200 | macro Air | 3-4 weeks |
| NAPA | \$5,331 | \$900 | macro Air | \$5,403 | \$900 | macro Air | \$6,053 | \$900 | macro Air | 3-4 weeks |

Witness: [Signature]
 Witness:

Attest: [Signature]
 Tracy Baker, Assistant City Administrator



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Request Approval to Purchase Eight (8) sets of Turnout Gear from MES for \$17,008.00 plus shipping.

RESPONSIBILITY: Matt Henderson, Fire Chief

PRESENTATION: Requesting approval to Purchase 8 sets of Turnout Gear, via NPPGov, a Publicly Solicited Contract for Fire Departments Nationwide as part of our budgeted Turnout Gear Replacement Program. A Resolution (R-2016-003) was approved April 18, 2016 authorizing the City of Sevierville membership in NPPGov – Fire Rescue. Attached in this packet is the updated contract pricing and quote sheet. The purchase shall not exceed the budgeted amount of \$17,850.00

REQUESTED ACTION: Recommend approval to purchase Turnout Gear.



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 8/12/2016
Quote # QT1039799
Expires 10/14/2016
Sales Rep Jenkins, Timothy A
PO # No PO Required
Shipping Method Freight Fee

Bill To
 SEVIERVILLE FIRE DEPT, CITY
 122 PRINCE ST.
 SEVIERVILLE TN 37862
 United States

Ship To
 Josh Sinard
 SEVIERVILLE FIRE DEPT, CITY OF
 122 PRINCE ST.
 SEVIERVILLE TN 37862

| Item | Alt. Item # | Units | Description | QTY | Unit Sales Pri... | Amount |
|-------------------|-------------|-------|--|-----|-------------------|----------|
| Globe G-XCEL Coat | D1351J10 | | D1351J10 Globe G-XCEL Coat GLOBE GXCEL JACKET "SEVIERVILLE FIRE DEPARTMENT SPECS IN PBI LITE WEIGHT GOLD SYSTEM | 8 | 1,151.00 | 9,208.00 |
| Globe G-XCEL Pant | E1351J10 | | E1351J10 Globe G-XCEL Pant GLOBE GXCEL PANTS "SEVIERVILLE SPECS IN PBI LITE WEIGHT GOLD SYSTEM WITH ESCAPE BELT" | 8 | 975.00 | 7,800.00 |

Subtotal 17,008.00
Shipping Cost (Freight Fee) 0.00
Total \$17,008.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1039799

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) and MUNICIPAL EMERGENCY SERVICES, INC. /LAWMEN SUPPLY COMPANY (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain firefighter personal protective equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal RFP No. 1540 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products

meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any

liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA will review and approve changes on a case by case basis.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.**

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this

Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products

and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
MES/Lawmen Supply Company
3801 Fruit Valley Road, Suite C
Vancouver, WA 98660
ATTN: Dave Mooney

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed. Vendor shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: 6/1/16

VENDOR:

Signature: Seth Cosans

Printed Name: Seth Cosans

Title: Contract Administrator
Municipal Emergency Services, Inc./Lawmen Supply Company

Dated: 6/1/16

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

|  | | | | |
|---|---------------------------------|-----------------------------|--|--|
| PRODUCT CATEGORY | PRODUCT DESCRIPTION | MANUFACTURER | PERCENTAGE % OFF PUBLISHED LIST PRICE | |
| Turnout Gear | | | | |
| | Turnouts- all specifications | Honeywell (Morning Pride) | 51.00% | 1-75 Firefighters |
| | | | 55.50% | 76-299 Firefighters |
| | | | 59.00% | 300+ Firefighters |
| | Turnouts- all specifications | Globe | 41.00% | valid only in NC SC VA IL IN NJ DE MD NY TN PA |
| Wild Land Gear | | | | |
| | Wild Land All available ensembl | Crew Boss (Western Shelter) | 10.00% | |
| | Wild Land All available ensembl | PGI | 10.00% | |
| | Wild Land All available ensembl | Tecgen | 10.00% | |
| Tech Rescue USAR/Stationwear | | | | |
| | all available specifications | Honeywell (Morning Pride) | 51.00% | 1-75 Firefighters |
| | | | 55.50% | 76-299 Firefighters |
| | | | 59.00% | 300+ Firefighters |
| | Tech Rescue/Wildland | Tecgen | 10.00% | |
| Tech Rescue USAR/Stationwear | | | | |
| | Stationwear, Boots, accessories | 511 | 27.00% | discount is off of MAP |
| | Stationwear | Workrite | 15.00% | |
| | Horace Small Stationwear | VF Imagewear | 20.00% | |
| | Badges | Blackington | 25.00% | |
| Helmets | | | | |
| | All Models | Bullard | 35.00% | Not applicable in HI C AZ NM CO WY MT WA OR ID AK NV UT |
| | All Models | Honeywell | 20.00% | |
| Gloves | | | | |
| | Structure, Wildland and Rescue | Dragon Fire | 10.00% | |

| | | | | |
|--------------------|---------------------------------|------------------------|--------|--|
| Boots | | | | |
| | Structure | Globe | 25.00% | valid only in NC SC VA IL IN NJ DE MD NY TN PA |
| | Structure, Station, Wildland | Honeywell | 20.00% | |
| | Station | Bates | 10.00% | |
| | Station | 511 | 27.00% | discount is off of MAP pricing |
| | Structure | Fire Dex | 10.00% | |
| | | | | |
| Accessories | | | | |
| | Rescue | CM C | 15.00% | |
| | Rescue | RIT | 17.00% | |
| | Harness | Gemtor | 15.00% | |
| | Eye Wear | ESS | 30.00% | |
| | Lights and Cases | Pelican | 25.00% | |
| Accessories | | | | |
| | Lights | Fox Fury | 12.00% | |
| | Lights | Koehler-Bright Star | 5.00% | |
| | Lights | Streamlight | 40.00% | |
| | Lockers/Racks/Shelving | Groves Reddy Rack | 15.00% | |
| | Cleaning, Alterations, Customiz | Northwest Safety Clean | | Fixed pricing. MES Lawmen can facilitate |
| | Embellishments | 511 | | Fixed pricing Typically included with uniform item pricing |

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder.

ATTACHMENT D

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Consider Approval of Duty Uniform Purchases

RESPONSIBILITY: Matt Henderson, Fire Chief

PRESENTATION: Phone bids were solicited for the annual uniform purchase. MES, Bacon & Co., Galls, Nafeco, A4-Gear and C&F Sales. Vendors to outfit fire fighters are specific in the needs of the uniform. These vendors were the low phone bids for required specifications of fire personnel uniforms.

REQUESTED ACTION: Recommend approval to purchase uniforms supplied by the lowest bidder not to exceed 2017 budgeted amount of \$42,190.

| Item Description | QUOTE #1 | | QUOTE #2 | | QUOTE #3 | | QUOTE #4 | |
|--|----------|---------|----------|-------|----------|-------------|----------|-------|
| 5.11 Womens Short Sleeve Polo | GG | 28.00 | MES | 27.00 | BCO | 38.00 | NA | 39.00 |
| 5.11 Professional Polo Short Sleeve | GG | 28.00 | MES | 27.00 | BCO | 38.00 | NA | 39.00 |
| 5.11 Polo Shirt <u>Tall & 3XL</u> | GG | 32.00 | MES | 31.00 | BCO | 44.00 | NA | 42.00 |
| 5.11 Performance Polo | GG | 28.00 | MES | 27.00 | BCO | 38.00 | NA | 39.00 |
| 5.11 Performance 3x & Tall | GG | 32.00 | MES | 31.00 | BCO | 44.00 | NA | 42.00 |
| 5.11 Professional Long Sleeve Polo Shirt | GG | 32.00 | MES | 31.00 | BCO | 44.00 | NA | 44.00 |
| 5.11 Professional Long Sleeve Polo Shirt 3X + | GG | 36.00 | MES | 31.00 | BCO | 44.00 | NA | 44.00 |
| 5.11 ¼ Zip Pullover | GG | 48.50 | MES | 42.00 | BCO | 60.00 | NA | 56.00 |
| 5.11 ¼ Zip Pullover 3x + | GG | 49.50 | MES | 42.00 | BCO | 60.00 | NA | 67.00 |
| 5.11 ¼ Zip Pullover All Talls | GG | 52.50 | MES | 52.00 | BCO | 74.00 | NA | 67.00 |
| 5.11 Ranger Boot | GG | 60.00 | MES | 60.00 | BCO | 82.00 | NA | 79.00 |
| Badger Pocketed Mesh Shorts | GG | 10.50 * | CF | 12.00 | BCO | 7.95 | | |
| Champion Eco Open Bottom Sweatpants | GG | 13.00 | CF | 16.50 | BCO | 15.10 | | |
| Champion Eco Open Bottom Sweatpants 3X + | GG | 15.00 | CF | 16.50 | BCO | 15.10 | | |
| Port Authority Windshirt | GG | 32.00 | CF | 33.00 | BCO | 31.00 | | |
| Port Authority Windshirt 3X + | GG | 36.00 | CF | 33.00 | BCO | 31.00 | | |
| Port Authority Full Zip Vest | GG | 27.00 | CF | 27.00 | BCO | 26.00 | | |
| Port Authority Full Zip Vest 3X + | GG | 29.00 | CF | 27.00 | BCO | 26.00 | | |
| Gildan Dry Blend T-Shirt | GG | 4.50 | CF | 2.00 | BCO | 2.50 | | |
| Gildan Dry Blend T-Shirt <u>2XL-3XL</u> | GG | 6.50 | CF | 4.00 | BCO | 4.00/5.50 | | |
| Gildan Dry Blend Long Sleeve T-Shirt | GG | 7.00 | CF | 4.00 | BCO | 5.35 | | |
| Gildan Dry Blend L/S T-Shirt <u>2XL-3XL</u> | GG | 8.50 | CF | 6.00 | BCO | 6.85/8.35 | | |
| Gildan Dry Blend Sweatshirt | GG | 11.00 | CF | 9.50 | BCO | 8.50 | | |
| Gildan Dry Blend Sweatshirt <u>2XL-3XL</u> | GG | 14.00 | CF | 9.50 | BCO | 10.00/11.50 | | |
| A4 Cooling Performance Muscle | A4 | 8.50 | CF | 8.00 | BCO | 5.50 | | |
| A4 Cooling Performance Crew | A4 | 8.70 | CF | 8.00 | BCO | 5.50 | | |
| 5.11 Tac Lite Pro Pants | GG | 35.00 | MES | 34.00 | BCO | 47.00 | | |
| 5.11 Tac Lite Pro Pants 46+ | GG | 41.00 | MES | 34.00 | BCO | 47.00 | | |
| 5.11 Tac Lite Pro Shorts | GG | 33.00 | MES | 32.00 | BCO | 45.00 | | |
| Tru-Spec 24/7 Series Tact Pants Rip-Stop | GG | 33.50 | MES | 34.00 | | | NA | 45.00 |
| Tru-Spec 24/7 Series Tact Pants Rip-Stop 46 + | GG | 38.50 | MES | 34.00 | | | NA | 45.00 |

| | | | | | | | | |
|--|----|---------------|-----|--------|-----|--------|----|--------|
| Tru-Spec 24/7 Series Rip-Stop Shorts | GG | 29.00 | MES | 29.00 | | | NA | 37.00 |
| Tru-Spec 24/7 Series Rip-Stop Shorts 46+ | GG | 32.00 | MES | 29.00 | | | NA | 37.00 |
| 5.11 Trainer Belt | GG | 29.00 | MES | 29.00 | BCO | 37.00 | | |
| Elbeco Pants | GG | 38.50 | | | QM | 54.99 | NA | 49.00 |
| Elbeco Pants 46+ | GG | 41.00 | | | QM | 54.99 | NA | 49.00 |
| Elbeco Shorts | GG | 43.00 | | | QM | 64.99 | NA | 49.00 |
| Safariland Buckleless Basketweave Belt | GG | 29.00 | | | QM | 34.99 | NA | 36.00 |
| 5.11 High Visibility Parka | GG | 207.00/238.00 | MES | 205.00 | BCO | 280.00 | NA | 265.00 |
| Pacific Fitted Cap | GG | 10.00 | CF | 7.50 | BCO | 7.50 | NA | 8.50 |
| Pacific Adjustable Cap | GG | 10.00 | CF | 8.50 | BCO | 6.00 | NA | 9.50 |
| Pacific Knit Fold Hat | SA | 7.95 | CF | 3.50 | BCO | 3.00 | | |
| Pacific Active Beanie | SA | 3.50 | CF | 3.50 | BCO | 7.00 | | |
| Name & Title Embroidery | GG | 3.00 | CF | 2.00 | BCO | 5.00 | NA | 4.00 |
| Maltese Cross Embroidery | GG | 4.50 | CF | 3.00 | BCO | 5.00 | NA | 5.50 |
| Hat Front & Back Embroidery | GG | 7.00 | CF | 8.50 | BCO | 10.00 | NA | 8.50 |
| Screen Print (Maltese Cross) | GG | 4.00 | CF | 1.00 | BCO | 2.00 | | |
| Screen Print (Back) | GG | 4.00 | CF | 2.00 | BCO | 2.00 | | |
| Badge Embroidery | GG | 4.50* | CF | 11.50 | BCO | 10.00* | NA | 6.00 |

NA- Nafeco GG-Galls MES CF-C & F Sales BCO – Bacon & Company (* - Alternative Brand)

SA –Sport About Equipment QM- Qmuniforms.com A4- A4gear.com

(Some Items highlighted are higher but are actually cheaper because of the associated Embroidery and Screen print prices necessary)

Highlighted prices are the lowest bid

Same Price Both Vendors



Board Memorandum

DATE: September 19, 2016

AGENDA ITEM: Purchase of Police Vehicles

RESPONSIBILITY: Don Myers

PRESENTATION: On August 10, 2016 bids were opened for police utility vehicles. Bids were only submitted by one vendor. The bid submitted from the vendor, McNelly-Whaley Ford, met our bid specifications for the Police patrol utility vehicles. For the CID/Admin vehicle the base bid price was \$28,028.00. The base bid price for the police package vehicles were \$28,716.00. In addition to the basic price, varying options were required for each of the vehicles depending on their particular application. These options are listed on the attached bid tabulation sheets. We request permission to purchase four patrol vehicles (total cost \$118,214.00 including the listed options) and three CID/Admin vehicles (total cost \$88,873.00 including the listed options). The total combined cost of the vehicles is \$207,087.00. The budgeted amount for the purchase of police vehicles is \$265,000.

REQUESTED ACTION: Approval by the Board to allow us to purchase the above mentioned vehicles for a total cost of \$207,087.00 from the lowest qualified bidder.

Bid Tabulation



City of Sevierville
 300 Gary Wade Blvd, P.O. Box 5500
 Sevierville, TN 37864
 (865) 453-5506

Date: August 29, 2016

By: Matthew Ayers

| | | | Bid # 1 | | Bid # 2 | | Bid # 3 | | Bid # 4 | |
|------------------|--|-----|---------------------|-------------|------------|-------------|------------|-------------|------------|-------------|
| Bidder | | | McNelly Whaley Ford | | | | | | | |
| Quote by | | | Rick Brewer | | | | | | | |
| Telephone | | | 865-453-2833 | | | | | | | |
| Item # | Description | Qty | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | Police Utility Vehicle Street Appearance | 3 | \$28,028.00 | \$84,084.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 2 | Interior Package | 3 | \$390.00 | \$1,170.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 3 | Soalar Tinted 2nd Row / Rear Privacy | 3 | \$85.00 | \$255.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 4 | Htd Side Mirror | 3 | \$60.00 | \$180.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 5 | Police Connect Frnt | 3 | \$105.00 | \$315.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 6 | Frnt Headlamp Prep | 3 | \$125.00 | \$375.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 7 | Driver Spotlamp 51Y | 1 | \$204.00 | \$204.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 8 | Dark Car Mode | 3 | \$20.00 | \$60.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 9 | Frnt AUX Warning Lights BLUE/BLUE | 2 | \$550.00 | \$1,100.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 10 | Side Marker LED Mirror BLUE/BLUE | 3 | \$290.00 | \$870.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 11 | Police Engine Idle | 1 | \$260.00 | \$260.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| Shipping | | | | N/A | | N/A | | | | |
| Total Bid | | | | \$88,873.00 | | \$0.00 | | \$0.00 | | \$0.00 |

Bid Tabulation



City of Sevierville
 300 Gary Wade Blvd, P.O. Box 5500
 Sevierville, TN 37864
 (865) 453-5506

Date: August 29, 2016

By: Matthew Ayers

| | | | Bid # 1 | | | Bid # 2 | | | Bid # 3 | | | Bid # 4 |
|------------------|------------------------------|-----|----------------------------|--------------|------------|-------------|------------|-------------|------------|-------------|------------|-------------|
| Bidder | | | McNelly Whaley Ford | | | | | | | | | |
| Quote by | | | Rick Brewer | | | | | | | | | |
| Telephone | | | 865-453-2833 | | | | | | | | | |
| Item # | Description | Qty | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | Police Utility Vehicle - B&W | 4 | \$28,716.00 | \$114,864.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 2 | Rear Climate / AC | 1 | \$610.00 | \$610.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 3 | Rear Tinted 2nd Row | 4 | \$85.00 | \$340.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 4 | Htd Side Mirror | 4 | \$60.00 | \$240.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 5 | Rear Cargo Dome | 4 | \$50.00 | \$200.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 6 | Police Connect Frnt | 4 | \$105.00 | \$420.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 7 | Frnt Headlamp Prep | 4 | \$125.00 | \$500.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| 8 | Remote Entry | 4 | \$260.00 | \$1,040.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| | | | \$0.00 | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |
| Shipping | | | | N/A | | N/A | | | | | | |
| Total Bid | | | | \$118,214.00 | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 |



Board Memorandum

DATE: September 19, 2016

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

RESPONSIBILITY: Lynn McClurg, Chief Financial Officer

PRESENTATION:

1. Columbia Chrysler Dodge Jeep Ram – additional equipment/costs to previously approve vehicle purchase - \$1,295.00
2. CMI Equipment Sales Inc – Repair to John Deere Tractor – \$6,433.70 OEM Dealer
3. Digital Ally – 7 In Car camera systems - \$27,345.00 sole source

REQUESTED ACTION: Recommend approval and/or ratification of the above mentioned expenses.

COLUMBIA CHRYSLER DODGE JEEP RAM

106 S. James Campbell Blvd.
 COLUMBIA, TN 38401
 Phone: (800) 498-7708



DODGE

CUSTOMER NUMBER
 49680 / DEAL # : 82075
 STOCK NUMBER

YEAR/MAKE
 2016 DODGE TRUCK

MODEL
 RAM 1500 / ODOM: 10

ID NUMBER
 1C6RR7FGXG3392937

HOME PHONE
 (865) 429-4567

DATE
 08/12/16

BUSINESS PHONE
 (865) 429-4567

NEW OR USED
 NEW

SALESMAN
 32604 CRAIG NELSON BATON

CITY OF SEVIERVILLE
 ADDRESS
 PO BOX 5500
 STATE
 SEVIERVILLE TN 37864
 ZIP CODE

KEY NOS. IGN. TRUNK

GROUP DESCRIPTION PRICE

FUEL TYPE: GAS
 COLOR: BRGHT WHT CC

FIN MGR: 32604 CRAIG NELSON BATON
 TH M
 OS M 32604 CRAIG NELSON BATON

LIEN HOLDER
 USED VEHICLE TRADED

YEAR MAKE MODEL

I.D.#

LIEN AMT. 1295.00

DESCRIPTION SALE COST
 RAM 1500 1295.00

TOTAL PRICE 1295.00

SETTLEMENT CASH DOWN REBATE

TOTAL USED CAR ALLOWANCE

EQUITY

1 MONTHS @ 1295.00 PER MO

TOTAL SETTLEMENT ACCT. KEY

AP MC ONE

CUSTOMER



CMI Equipment Sales, Inc.

P.O. Box 78988
2485 Dickerson Road
Nashville, TN 37207

www.cmisquip.com 615-227-7800

SERVICE INVOICE

Invoice: 01-1212
Date: 8/23/2016

PO: unit0611
CustId: C/ SEVIERVILLE

Cust Email:
Phone: (865) 453-3349
Salesperson: MikeL
User: GeorgeF

Bill To:
CITY OF SEVIERVILLE
120 GARY WADE BLVD.
SEVIERVILLE TN 37862

Ship To:
CITY OF SEVIERVILLE

SERVICE CALL TO CITY TO REPLACE ALL BOOM HOSES, REMOVED OUTER BOOM, REMOVED ALL HOSES INSIDE BOOM AND REPLACED WITH ALL NEW HOSES AS NEED, INSTALLED NEW PROTECTIVE SLEEVING AS NEED AND REPLACED OUTER BOOM AND ADJUSTED AND TIED UP HOSES TO COMPLETE.

Opened: 8/10/2016
Work Order No: 01-1135
Pickup Date:

Responsible Tech: GeorgeF
My Ref: MV30/SEVIERVILL
Delivery Date:

REPLACE - MV30/ALAMO

| Item | Type | Description | Qty | Tax | Price | Discount | Net Price |
|-----------------|------|--|--------|-----|----------|----------|-----------|
| REPLACE | | Unit: 311 Model: MV30 S/N:01030 | | | | | |
| | | Desc: MOWER - 3,745.0 Hours | | | | | |
| | | REPLACE | | | | | |
| Misc/Other Part | MC | Misc/Other Parts | 1.0000 | | \$72.00 | | \$72.00 |
| Remark | RE | GLOBAL HOSE (HOSE WRAP) | | | | | |
| Misc/Other Part | MC | Misc/Other Parts | 1.0000 | | \$259.33 | | \$259.33 |
| Remark | RE | NASH. RUBBER & GASKET (WRAP) | | | | | |
| 02981879 | PA | TK - HOSE #4-4FJX-4MJ-115LG | 1.0000 | | \$105.38 | | \$105.38 |
| 02981880 | PA | TK - HOSE #4-4FJX-4MJ-115LG | 1.0000 | | \$105.38 | | \$105.38 |
| 02981855 | PA | TK - HOSE #4-4FJX-4MJ-115LG | 1.0000 | | \$128.92 | | \$128.92 |
| 02981856 | PA | TK - HOSE #4-4FJX-4MJ-115LG | 1.0000 | | \$128.92 | | \$128.92 |
| 02981857 | PA | TK - HOSE #6-6FJX-6MJ-115LG | 1.0000 | | \$128.92 | | \$128.92 |
| 02981858 | PA | TK - HOSE #6-6FJX-6MJ-115LG | 1.0000 | | \$128.92 | | \$128.92 |
| 02981859 | PA | TK - HOSE #6-6FJX-6MJ-115LG | 1.0000 | | \$128.92 | | \$128.92 |
| 02981860 | PA | TK - HOSE #6-6FJX-6MJ-115LG | 1.0000 | | \$128.92 | | \$128.92 |
| 02981861 | PA | TK - HOSE #6-6FJX-6MJ-130LG | 1.0000 | | \$134.33 | | \$134.33 |
| 02981862 | PA | TK - HOSE #6-6FJX-6MJ-130LG | 1.0000 | | \$134.33 | | \$134.33 |
| 02981863 | PA | TK - HOSE #6-6FJX-6MJ-80LG | 1.0000 | | \$87.98 | | \$87.98 |
| 02981864 | PA | TK - HOSE #6-6FJX-6MJ-80LG | 1.0000 | | \$87.98 | | \$87.98 |
| 02981865 | PA | TK - HOSE #4-4FJX-4MJ-214LG | 1.0000 | | \$150.58 | | \$150.58 |
| 02981866 | PA | TK - HOSE #4-4FJX-4MJ-214LG | 1.0000 | | \$150.58 | | \$150.58 |
| 02981867 | PA | TK - HOSE #4-4FJX-4MJ-214LG | 1.0000 | | \$150.58 | | \$150.58 |
| 02981868 | PA | TK - HOSE #4-4FJX-4MJ-214LG | 1.0000 | | \$150.58 | | \$150.58 |
| 02981869 | PA | TK - HOSE #6-6FJX-6MJ-214LG | 1.0000 | | \$167.93 | | \$167.93 |
| 02981870 | PA | TK - HOSE #6-6FJX-6MJ-214LG | 1.0000 | | \$167.93 | | \$167.93 |
| 02981873 | PA | TK - HOSE #16-16FJX-16FJX90-14 | 1.0000 | | \$406.23 | | \$406.23 |
| 02981874 | PA | TK - HOSE #16-16FJX-16FJX90-14 | 1.0000 | | \$439.82 | | \$439.82 |



CMI Equipment Sales, Inc.

P.O. Box 78000
2405 Blakerson Road
Nashville, TN 37207

www.emisquip.com 615-227-7800

SERVICE INVOICE

Invoice: 01-1212
Date: 8/23/2016

PO: unit0611
CustId: C/ SEVIERVILLE

Cust Email:
Phone: (865) 453-3349
Salesperson: MikeL
User: GeorgeF

Bill To:
CITY OF SEVIERVILLE
120 GARY WADE BLVD.
SEVIERVILLE TN 37862

Ship To:
CITY OF SEVIERVILLE

| | | | | | |
|----------------------|----|--------------------------------|--------|----------|-------------------|
| 02981875 | PA | TK - HOSE #16-16FJX-16FJX-90.5 | 1.0000 | \$300.55 | \$300.55 |
| 02981876 | PA | TK - HOSE #16-16FJX-16FJX-94LG | 1.0000 | \$315.22 | \$315.22 |
| 02981877 | PA | TK - HOSE #12-12FJX-12FJX90-14 | 1.0000 | \$143.50 | \$143.50 |
| 02981878 | PA | TK - HOSE #12-12FJX-12FJX-93LG | 1.0000 | \$109.97 | \$109.97 |
| Shop | MC | Shop Supplies Fee | 1.0000 | \$20.00 | \$20.00 |
| Remark | RE | misc wre supplies | | | |
| Travel | MC | On Site Travel Fee | 1.0000 | \$400.00 | \$400.00 |
| Remark | RE | service call | | | |
| Segment Total | | | | | \$4,833.70 |

| | | |
|--------------|----------------|------------|
| Labor | Hours: 16.0000 | \$1,600.00 |
| Parts | | \$4,082.37 |
| Misc Charges | | \$751.33 |

| | | | |
|--------|--|----------------------|------------|
| Totals | | Sub Total | \$6,433.70 |
| | | Total Tax: | \$0.00 |
| | | Invoice Total | \$6,433.70 |

| Forms of Payment | | |
|--------------------------------|--|-------------------|
| Type | Description | Amount |
| Charge | Customer Id: C/ SEVIERVILLE A service charge of 1.5% per month (18% per year) will be added to the unpaid balance on all invoices over 30 days old. Signature: _____ | \$6,433.70 |
| Total Forms of Payment: | | \$6,433.70 |

Handwritten signature and stamp

Thank you for your business.



| | |
|--------------|------------------|
| Quote | QUO-17289-J5T4X0 |
| Date | 9/8/2016 |
| Page | 1 |

9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

| |
|---|
| Sevierville Police Department Lou Webb P.O. Box 5500 Sevierville, TN 37862 |
|---|

| Customer ID | Salesperson | Shipping Method | Payment Terms | Created By | Quote Valid |
|-------------|-------------|-----------------|---------------|------------|-------------|
| SEVTN2 | DH | | | Amy Walker | 90 Days |

| Ordered | Item Number | Description | Retail Price | Item Discount | Discount | Ext. Price |
|---------|--------------|--------------------------|--------------|---------------|----------|-------------|
| 7 | 001-00081-00 | DVM-800 Complete Kit, V2 | \$3995.00 | \$0.00 | \$0.00 | \$27,965.00 |
| 4 | | L3 trade-In Credit | (\$200.00) | \$0.00 | | (\$800.00) |

Notes:

| | |
|----------------|--------------------|
| Total Discount | \$0.00 |
| Subtotal | \$27,165.00 |
| Misc | |
| Tax | \$0.00 |
| Freight | \$180.00 |
| Total | \$27,345.00 |

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.