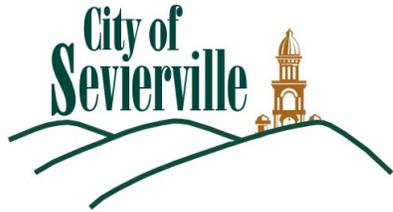


AGENDA
BOARD OF MAYOR & ALDERMEN
October 17, 2016 Meeting
Sevierville Civic Center
6:00 P.M.



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
October 17, 2016 Meeting
Sevierville Civic Center
6:00 P.M.

A. CALL TO ORDER

1. Pledge of Allegiance
2. Invocation

B. ROLL CALL

C. MINUTES –October 3, 2016

D. PUBLIC FORUM

E. COMMUNICATION FROM MAYOR & ALDERMEN

F. REPORTS

G. OLD BUSINESS

H. NEW BUSINESS

1. Consider approval of **In-Lieu of Property Tax Contract** – *Lynn McClurg* 1
2. Consider approval of **Resolution R-2016-010** – A Resolution directing payment of SCES in-lieu of property tax – *Lynn McClurg* 6
3. Consider approval of **Resolution R-2016-011** - A Resolution approving the issuance of bonds by the health, educational, and housing facility board of Knox County to finance costs related to expansion, improvement, and renovation of the LeConte Medical Center – *Russell Treadway* 9
4. Consider approval of **Resolution R-2016-012** – A Resolution to authorize the Industrial Development Board (IDB) to negotiate and accept payments in lieu of taxes for the proposed Kroger Marketplace to be located on the Parkway at South Boulevard Way – *Russell Treadway* 12
5. Consider approval of **West Prong Greenway Project Budget** – *Bob Parker* 17
6. Consider approval for **demolition of Old Water Plant** on Dolly Parton Parkway – *Matt Henderson* 19
7. Consider approval of **Sevierville Vacation Planner** from low bidder, EP Graphics, in Berne, Indiana, for a total of \$73,629 – *Brenda McCroskey* 21
8. Consider approval of **purchase of an aerator from Greeneville Turf and Tractor** in the amount of \$36,500 and for a **heavy duty vehicle from Smith Turf and Irrigation** in the amount of \$35,222.66 – *Tracy Baker* 23
9. Consider approval of **purchase of light rescue/medical response vehicle** in the amount of \$133,586 – *Matt Henderson* 25
10. Consider approval of **purchase of sport utility vehicle and half-ton crew cab pickup truck** in the amount of \$61,776.16 – *Matt Henderson* 27
11. Consider approval of **closure of buildings for the Winterfest Kick-off Event** on Monday, November 7, 2016 – *Bob Parker* 29
12. Consider approval of the **Fireworks Display Permits for the 2016 Winterfest Kick-off Event** – *Matt Henderson* 31
13. Consider approval of **Gateway Substation Lease** – *Don Myers* 37
14. Consider approval/ratification of **expenses in excess of \$5,000** – *Lynn McClurg* 41

I. ADJOURNMENT

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

October 3, 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 October 3, 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
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. A motion was made by Vice-Mayor Koester and seconded by Alderman Helton to approve the minutes of the September 19, 2016 meeting and to dispense with the reading. Motion carried.

PUBLIC FORUM

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

Mayor Atchley opened a public hearing on 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." Atchley recognized Stanley Creswell, who stated his opposition to rezoning and cited blight development subsequent to a 2013 rezoning in the area. There being no further comments, the public hearing was closed. There being no further comments, the public forum was closed.

COMMUNICATIONS

The Board recognized the following community events:

Sevier Hospitality Association	October 6 th	Wonder Works, Pigeon Forge
Chamber Business After Hours	October 13 th	Mountain Brook Village

The Board noted the success of a recent public hearing regarding the zoning ordinance update and stated that work continues on the rewrite and that comments from this and future public hearings will be considered in the final draft.

REPORTS

Mayor Atchley recognized Russell Treadway, who presented a video that was shown at the ICMA conference highlighting the impact Sevierville’s staff has in managing the infrastructure and service needs of a tourist destination community. Treadway noted that on Tuesday staff is hosting the quarterly meeting of the “Main Street” program involving representatives from 25-30 Tennessee cities.

OLD 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 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 third and final 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 Vice-Mayor Koester and seconded by Alderman Fox to table the ordinance pending further investigation into potential use of the property under the proposed zone. Motion carried.

NEW BUSINESS

Mayor Atchley recognized Bob Parker, who presented bids for a full size ¾ ton extended cab 4x4 truck and recommended acceptance of the sole bid and approval of purchase from Ted Russell Ford in the amount of \$30,031.00. Parker noted that staff would reallocate funds among projects to cover the budget shortfall in order to purchase the right vehicle for the intended use. A motion was made by Alderman Fox and seconded by Alderman Helton to approve the bid and purchase as presented. Motion carried.

Mayor Atchley recognized Russell Treadway, who presented on behalf of Citizens National Bank, a request for water and sewer line extensions into a tract for development of a new subdivision on Pullen Road. Treadway stated that all work is to be done at the expense of the developer and in accordance with City specifications. Treadway further stated that the System does not have capacity concerns in that area and can handle the estimated 35 water and sewer taps. Alderman McCroskey requested that future extension requests include additional information regarding line capacity, estimated customers and/or taps, zoning and potential use. A motion was made by Vice-Mayor Koester and seconded by Alderman McGill to approve the extensions as requested. 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. TDOT | Swaggerty Road signal | \$647.99 | Incremental |
| 2. Playrite | Golf range mats | \$7,500.00 | Low price |

Vice-Mayor Koester requested warranty information for the range mats. A motion was made by Alderman Fox and seconded by Alderman McGill to approve the expenditure(s) as presented. Motion carried.

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

Approved: _____
Bryan C. Atchley, Mayor

Attest: _____
Lynn K. McClurg, City Recorder



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider approval of In-Lieu of Property Tax Contract

RESPONSIBILITY: Lynn McClurg, Chief Financial Officer

PRESENTATION: The proposed contract is a one-year renewal of the in-lieu of tax contract detailing the distribution method of Sevier County Electric System tax payments as permitted by TVA. Fiscal Year 2017 payments are calculated and presented in the following agenda item by Resolution R2016-010.

REQUESTED ACTION: Approval of contract

SCES IN LIEU OF PROPERTY TAX CONTRACT

This Agreement is entered into by and between the City of Sevierville (hereinafter referred to as “Sevierville”) and the City of Gatlinburg, the City of Pigeon Forge, the Town of Pittman Center, and the City of Townsend, (hereinafter collectively referred to as the “Other Jurisdictions”).

WHEREAS, Sevierville is a municipality which owns and operates the Sevier County Electric System;

WHEREAS, the Other Jurisdictions are other taxing jurisdictions within the boundaries of which Sevier County Electric System is located;

WHEREAS, this Agreement is entered into by the above referenced parties in order to allocate by Agreement the in lieu of property tax payment of the Sevier County Electric System;

WHEREAS, the Agreement provides for such distributions on a basis, which is satisfactory to the above, referenced parties;

WHEREAS, the above referenced parties do expressly consent to enter into this Contract pursuant to Tennessee Code Annotated Section 7-52-306.

NOW, THEREFORE, for an in consideration of mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Allocation. During the term of this Agreement, Sevierville will allocate and distribute the total tax equivalent for the Sevier County Electric System to Sevierville and the Other Jurisdictions in accordance with the following formula:
 - A. The total amount to be paid as tax equivalents for each fiscal year shall be equal to (i) with respect to Sevierville and the Other Jurisdictions (the “Taxing Jurisdictions”) the net investment of the electric

plant and the book value of materials and supplies within each Taxing Jurisdiction as of the beginning of such fiscal year, multiplied by the assessment ratio in effect for each respective Taxing Jurisdiction as of the beginning of such fiscal year, multiplied by the equalized property tax rate for each respective Taxing Jurisdiction as of the beginning of such fiscal year, and multiplied by the equalization ratio for each respective Taxing Jurisdiction (the investment portion); plus (ii) four percent (4%) of the average revenue less power costs from electric operations for the preceding three (3) fiscal years (the revenue portion); (iii) the total of subparagraph (i) and subparagraph (ii) herein shall constitute the total tax equivalent to be allocated to the Taxing Jurisdictions.

- B. The total tax equivalent to be allocated to Sevier County, Blount County and Jefferson County shall be equal to twenty-two and one-half percent (22-1/2%) of the total tax equivalent, said amount to be divided between Sevier County, Blount County and Jefferson County in proportion to the ratios of the net investment value of the electric plant and the book value of materials and supplies within the boundaries of each respective county to the total net investment value of the electric plant and the book value of materials and supplies within the respective counties.
- C. The total tax equivalent to be allocated to the City of Sevierville, and the City of Gatlinburg, the City of Pigeon Forge, the Town of Pittman Center, and the City of Townsend (the "Municipalities"), shall be equal to the total revenue portion of the tax equivalent as determined in subparagraph 1A(ii) above, divided between the Municipalities in proportion to the ratios of the net investment values of the electric plant and the book values of materials

and supplies within the boundaries of each respective Municipality to the total net investment value and the total book value of materials and supplies within the boundaries of all of the Municipalities.

- D. The balance of the total tax equivalent remaining after deducting the amounts allocated pursuant to subparagraph B and subparagraph C above shall be paid into Sevierville's general fund.
2. Term. The term of this Agreement shall be one (1) year, beginning July 1, 2016.
 3. Entire Agreement. This Agreement constitutes the entire Agreement among the parties and may not be amended except by the written consent of all parties hereto.
 4. Applicable Law. This Agreement shall be construed under and enforced in accordance with the laws of the State of Tennessee.
 5. Captions. Titles or captions of the Paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference only and in no way define, limit, extend, or prescribe the scope of this Agreement or the intent of any provision herein.
 6. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or otherwise unenforceable by any court or competent jurisdiction, then such shall not affect the validity, legality, or enforceability of the other provisions of this Agreement, which shall remain in full force and effect.
 7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed and original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement, this 17th day of October, 2016.

Approved:

Attest:

CITY OF SEVIERVILLE

Bryan C. Atchley, Mayor

Lynn K. McClurg, City Recorder

CITY OF GATLINBURG

Mayor

City Recorder

CITY OF PIGEON FORGE

Mayor

City Recorder

TOWN OF PITTMAN CENTER

Mayor

City Recorder

CITY OF TOWNSEND

Mayor

City Recorder



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider adoption of a resolution R2016-010 directing payment of SCES in-lieu of property tax.

RESPONSIBILITY: Russell G. Treadway, City Administrator

PRESENTATION: After having received revenue and net investment figures from the Sevier County Electric System, in-lieu of property tax calculations were made in accordance with the Tennessee Code Annotated and the proposed contract between the City of Sevierville and other municipalities (see previous agenda item). Attached is a worksheet detailing the payment calculations. The balance of the tax equivalent will be deposited into the General Fund of the City of Sevierville.

REQUESTED ACTION: Adoption of Resolution R2016-010

RESOLUTION R2016-010

DIRECTING PAYMENT OF TAX EQUIVALENT

WHEREAS, TENNESSEE CODE ANNOTATED SECTION 7-52-306 empowers a municipality acting in its capacity as a taxing jurisdiction and any other taxing jurisdiction within the boundaries of which any part of such municipality's electric system is located, from time to time, make and perform contracts for distribution among them of the tax equivalent amounts to be paid said taxing jurisdictions; and

WHEREAS, the BOARD OF MAYOR AND ALDERMEN of the CITY OF SEVIERVILLE has consulted with the supervisory body of the electric system of the CITY OF SEVIERVILLE, and with said other taxing jurisdictions, for the purpose of entering into such a contract; and

WHEREAS, the necessary data has been supplied by the electric system of the CITY OF SEVIERVILLE and calculations of tax equivalents payable have been made in accordance with the provisions of Tennessee Code Annotated Section 7-52-304 and other relevant contracts between the taxing jurisdictions;

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

SECTION 1: The CITY OF SEVIERVILLE is hereby directed to enter into a contract to provide payment of the following amounts of tax equivalents to the respective taxing jurisdictions for the fiscal year beginning July 1, 2016.

<u>JURISDICTIONS</u>	<u>AMOUNT</u>
GATLINBURG	\$ 355,785.47
PIGEON FORGE	268,390.99
PITTMAN CENTER	26,156.20
TOWNSEND	33,070.60
SEVIER COUNTY	607,208.08
BLOUNT COUNTY	22,858.65
JEFFERSON COUNTY	7,032.85

The balance of the total in lieu tax payment that remains following the above payments shall be paid into the General Fund of the City of Sevierville. This Resolution passed this 17th day of October 2016.

APPROVED: _____

Bryan C. Atchley, Mayor

ATTEST:

Lynn K. McClurg, City Recorder



City of Sevierville Sevier County Electric System Fiscal Year 2017 In Lieu Tax

Code 7-52-304 Tax Equivalents Authorized

The total amount so paid as tax equivalents shall not exceed the sum of the following:

A. The equalized tax rate multiplied by the net plant value multiplied by the assessment ratio.

Jurisdiction	Net Investment	Assessment Ratio	Tax Rate	Equalization Ratio	Tax Equivalent
Sevierville	33,694,232.39	0.55	0.4970	1.0000	92,103.18
Gatlinburg	18,136,372.04	0.55	0.1592	1.0000	15,880.21
Pigeon Forge	13,681,387.69	0.55	0.2000	1.0000	15,049.53
Pittman Center	1,333,327.60	0.55	0.8500	1.0000	6,233.31
Townsend	1,685,793.31	0.55	0.0000	1.0000	0.00
Sevier County	124,745,995.74	0.55	1.8600	1.0000	1,276,151.54
Blount County	4,696,125.53	0.55	2.4700	1.0000	63,796.87
Jefferson County	1,444,842.87	0.55	2.3500	0.9611	17,948.15
Total					1,487,162.79

Equalization Rate is capped at 1.0 for utilities

B. Four percent of the average of revenue less power costs from electric operations for the preceding three fiscal years.

Three year average x .04 provided by Sevier County Electric System

\$1,344,390.92

Total Tax Equivalent to be paid by Sevier County Electric System

\$2,831,553.71

County Distribution: Code 7-52-307 Distribution of Tax Equivalents

The municipality shall allocate 22.5% of the total tax equivalent for the benefit of county taxing jurisdictions....shall divide the amount in proportion to the ratios of the net plant values of the respective jurisdictions to the total net plant value. **\$637,099.59**

Jurisdiction	Net Investment	% of Total Investment	22.5% of Total Allocated
Sevier County	124,745,995.74	95.31%	\$607,208.08
Blount County	4,696,125.53	3.59%	\$22,858.65
Jefferson County	1,444,842.87	1.10%	\$7,032.85
Total	130,886,964.14	100.00%	\$637,099.58

Municipality Distribution: Code 7-52-306 Contracts for Distribution of Tax Equivalent Amounts

Any municipality acting in its capacity as a taxing jurisdiction ... may make and perform contracts for distribution ... Any such contract may provide for such distribution on any basis which is satisfactory to the contracting parties...

Allocation of revenue portion of tax to municipalities based upon SCES net investment:

Municipality	Net Investment	% of Total Investment	FY 2017
Sevierville	33,694,232.39	49.17%	
Gatlinburg	18,136,372.04	26.46%	\$355,785.47
Pigeon Forge	13,681,387.69	19.96%	\$268,390.99
Pittman Center	1,333,327.60	1.95%	\$26,156.20
Townsend	1,685,793.31	2.46%	\$33,070.60
Total	68,531,113.03	100.00%	

The amount to be paid into Sevierville's general fund shall be the balance of the total tax equivalent after deducting the amounts paid to county and municipality jurisdictions.

Sevierville			\$1,511,050.87
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Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider approval of **Resolution R-2016-011** - “A Resolution Of The Board Of Mayor And Aldermen Of The City Of Sevierville, Tennessee Approving The Issuance Of Bonds By The Health, Educational, And Housing Facility Board Of Knox County To Finance Costs Related To Expansion, Improvement, And Renovation Of The LeConte Medical Center.”

RESPONSIBILITY: Russell G. Treadway, City Administrator

PRESENTATION: Covenant Health is in the process of issuing \$430,000,000 in revenue bonds, a portion of which will be loaned to its affiliates for financing or refinancing costs of the expansion, improvement, renovation, and equipping of its affiliates facilities including LeConte Medical Center’s hospital and related facilities. The resolution is required as part of the financing documentation.

REQUESTED ACTION: Motion and affirmative vote to approve resolution.

RESOLUTION R-2016-011

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF SEVIERVILLE, TENNESSEE
APPROVING THE ISSUANCE OF BONDS BY THE HEALTH, EDUCATIONAL, AND
HOUSING FACILITY BOARD OF KNOX COUNTY TO FINANCE COSTS RELATED TO
EXPANSION, IMPROVEMENT, AND RENOVATION OF THE LECONTE MEDICAL
CENTER.**

WHEREAS, Covenant Health, a Tennessee non-profit corporation ("Covenant"), has requested The Health, Educational and Housing Facility Board of the County of Knox (the "Knox County Board") to issue up to \$430,000,000 of its revenue bonds, in multiple series (collectively, the "Bonds"), pursuant to Part 3 of Chapter 101 of Title 48 of Tennessee Code Annotated (the "Act"), a portion of the proceeds of which will be used to make a loan to Covenant and its affiliates for various purposes, including but not limited to, financing or refinancing the costs of the expansion, improvement, renovation and equipping of Covenant's and its affiliates' facilities, including LeConte Medical Center's hospital and related facilities located at 742 Middle Creek Road, Sevierville, Tennessee; and

WHEREAS, Tennessee Code Annotated Section 48-101-308(a)(5) provides that a corporation such as the Knox County Board created under the Act may not undertake the financing of a project located outside Knox County, Tennessee except after the approval of such financing by appropriate resolution duly adopted by an entity designated in said subsection 48-101-308(a)(5); and

WHEREAS, the Board of Mayor and Aldermen of the City of Sevierville, Tennessee (the "Board of Mayor and Aldermen") is the appropriate governing body, as designated by the Act, to adopt such resolution, with respect to facilities in the City of Sevierville.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board of Mayor and Aldermen hereby approves the issuance of the Bonds by the Knox County Board to finance or refinance costs relating to the expansion, improvement, renovation and equipping of the LeConte Medical Center and approves the issuance of any bonds by the Knox County Board to refund such bonds and/or to finance capital improvements at such facilities that are deemed needed by LeConte within the next three years.

2. The officers of the City of Sevierville are authorized to execute and deliver all such certificates and statements as may be reasonably required in connection with the issuance of the Bonds, including a public approval certificate to be executed by the Mayor to comply with federal tax law requirements.

3. The City of Sevierville approves the Knox County Board holding a public hearing under Section 147 of the Internal Revenue Code on behalf of the City of Sevierville related to the Project.

4. In no event shall the City of Sevierville or any instrumentality, board or commission thereof have any obligation with respect to the Bonds, including any obligation to pay such Bonds in any manner whatsoever.

5. This resolution shall take effect upon its passage.

Adopted this the _____ day of _____, 2016.

APPROVED: _____
Bryan C. Atchley, Mayor

ATTEST:

Lynn McClurg, City Recorder

CERTIFICATE

I, _____, City Recorder of the City of Sevierville, Tennessee and keeper of the official minutes of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee (the "Board of Mayor and Aldermen"), do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Mayor and Aldermen at a meeting duly called and held on _____, 2016, and that such resolution remains in full force and effect on the date hereof.

This ____ day of _____, 2016.

City Recorder



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider approval of **Resolution R-2016-012** - “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 retail development to be located on the Parkway at South Boulevard Way.

The estimated projects costs are \$22,368,000. Projected net new annual local option sales tax generated by the project are estimated between \$900,000 and \$1,900,000. (City portion between \$409,000 and \$860,000.) The estimates provided by Kroger are attached.

You will find attached a letter from Kroger requesting the PILOT and further stating the project would not be feasible without it.

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

RESOLUTION R-2016-012

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 notice; 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 The Kroger Co. or an affiliate thereof and a Developer or Developers of its choice (collectively, "the Developers") intend to cause the construction and development of a retail shopping facility (the "Project"), located within the City at Highway 71 and South Boulevard; 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

**Proposed Project
 Highway 71 and South Boulevard
 Sevierville, Tennessee**

**Projected Net New Sales Tax Revenue: *
 Year One to Year Five**

<u>Year</u>	<u>Local Sales Tax (2.75%)- low estimate</u>	<u>Local Sales Tax (2.75%)- high estimate</u>
Year 1	\$ 900,000.00	\$ 1,500,000.00
Year 2	\$ 1,000,000.00	\$ 1,600,000.00
Year 3	\$ 1,200,000.00	\$ 1,700,000.00
Year 4	\$ 1,400,000.00	\$ 1,800,000.00
Year 5	\$ 1,600,000.00	\$ 1,900,000.00
TOTAL	\$ 6,100,000.00	\$ 8,500,000.00

* Projected net new sales tax revenue takes into account impact to other properties in the Sevierville/Sevier County jurisdictions

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

Re: Request for approval of a PILOT agreement for the development of the proposed Sevierville Marketplace concept store – 123,000 square foot facility located at intersection of Highway 71 and South Boulevard.

Dear Mr. Treadway:

We appreciate the City of Sevierville's support and encouragement of the proposed 123,000 square foot Marketplace concept store at the intersection of Highway 71 and South Boulevard.

The Marketplace concept is a shopping experience that combines healthy food options with a complete home store. These stores offer a wider variety of food options, including expanded fresh produce, prepared food, specialty food, and organic departments.

Internally at the company, projects compete enterprise-wide for capital allocation with over 22 operating divisions across the U.S. The projected costs associated with the development and construction of this type of project are already significant. However, due to a large amount of site work required on the land, this project will have higher construction costs than the average Marketplace store. Not including the amount to lease the facility from the landowners, the costs to initially construct and equip this store are estimated to be approximately \$22,368,000.00.

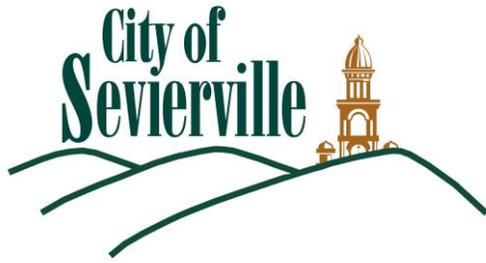
Without a PILOT agreement, this project will be at a disadvantage in the company's internal competition for capital. The costs to construct and equip it will be very high relative to other proposed projects. The benefits of a PILOT agreement will assist with an improved overall cost structure giving the project a greater chance of approval.

We appreciate The City of Sevierville considering our request for a PILOT agreement, which will make this project more competitive with the company's other proposed projects in the internal competition for capital.

Yours truly,



Chris L. Miller
Assistant Real Estate Manager



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Revised West Prong Greenway Budget

RESPONSIBILITY: Bob Parker-Director of Parks and Recreation

PRESENTATION:

I have been notified by TDEC that the Federal Highway Administration which funds the (RTP) Recreation Trails Program; which is the funding source for the West Prong Greenway Extension Project does not allow funds to be used for lighting improvements. We were not informed of this when we applied for two grants for the same project earlier in the year.

TDEC has committed to maintaining the level of the grant approved at the \$200,000 dollar level; which will require a 20% match of the total development cost of \$250,000 or \$50,000 City Match.

The City has budgeted \$100,000 dollars for this project, so the installation of lights from Paine Lake Estates to the Gatlinburg Hwy Bridge will be paid for with the remaining portion of the budgeted allotment of \$40,000 and this work will be completed by Parks and Recreation Maintenance Division.

We do not anticipate this issue delaying the project. However, once this issue is resolved; the Environmental Review Process will be initiated which can take upwards to 6 months.

Given what I know, I would anticipate it begin the summer of 2017 before the trail extension project will begin any construction. However, the installation of the lights from Paine Lakes Estates up to the new extended trail can begin immediately since we will be using local funds and not grant funds. If approved, Staff will begin assembling the cost estimates and following the City purchasing requirements in order to get these lights installed ASAP.

REQUESTED ACTION:

Approval of Revised Budget as presented.



TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
 RECREATION EDUCATIONAL SERVICES

William R. Snodgrass TN Tower, 312 Rosa L. Parks Avenue 2nd Floor, Nashville, TN 37243
 PH: 615-532-0748 FAX: 615-532-0732

LWCF/LPRF/NRTF/RTP - DEVELOPMENT PROJECT COST SHEET

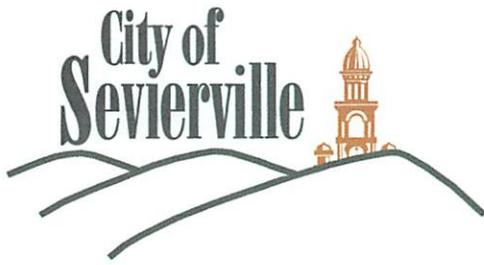
Applicant Name West Prong Greenway Extension and Improvements (RTP)

Scope of Project: Attach Professional Construction/Supplier Estimates (List specific line items for which funds are requested broken down by who is completing work. Use attachment if more space needed. **Be specific on sizes i.e. linear ft. or square ft.**)

	Line Items	# of Items	Unit Cost	Total Item Cost	To be completed by:
Add Row	X 685' Linear feet of new paved trail 10' wide	685	\$52.00	\$35,620.00	Grantee Staff
	X 685' new retaining wall parallel to new trail	685	\$248.00	\$169,880.00	Grantee Staff
	X Emergency Way finding System to E-911	100	\$31.50	\$3,150.00	Grantee Staff
	X Handicap Benches and Observation Area	2	\$10,050	\$20,100.00	Grantee Staff
	X Architectural and Engineering	1	\$21,250	\$21,250.00	
	Total Development Cost	1,473		\$250,000.0	

Add rows as needed for each cost, Use attachment if more space needed.

TOTAL COSTS			
	Cost Description	Cost Amount	To Be Completed By:
Add Row	X Development Costs	\$228,750.00	Grantee Staff Workforce
	X Architect / Engineer Costs	\$21,250.00	Professional Services Agreement
	Total Project Costs	\$250,000.00	
	Total Grant Request	\$200,000.00	



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider Approval for Demolition of Old Water Plant on Dolly Parton Parkway

RESPONSIBILITY: Matt Henderson, Fire Chief

PRESENTATION: On October 6, 2016 bids were opened for the demolition of buildings and site filling where needed at the old water plant property. The lowest qualified bidder was determined to be Complete Demolition, LLC in the amount of \$243,500.00 for structure demolition and clean fill soil where required on the site.

REQUESTED ACTION: Recommend Approval



Item: Building Demolition of Old Water Plant

Opening Date: 10/06/16
 Time: 2:00 PM
 Location: City Hall

Vendor	Total Price		option Price			
	Total Price	Total Price with Alternate				
Junor Thimmel Excavating	\$369,000	\$402,000	\$24,000			
Performance Contracting	\$120,620	\$317,680	\$9,500			
B+A Construction Co.	\$388,000	\$625,000	\$18,700			
Utter-Hen Wrecking	\$224,200	\$253,700	\$21,400			
Complete Demolition Ser.	\$197,000	\$231,000	\$4,500			

Attest: Tracy Baker
 Tracy Baker, Assistant City Administrator

Witness: [Signature]
 Witness: [Signature]



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Sevierville Vacation Planner

RESPONSIBILITY: Brenda McCroskey

PRESENTATION: It is recommended that the print job for the 2016 Vacation Planner be awarded to EP Graphics, out of Berne, Indiana, for a cost of \$73,629

REQUESTED ACTION: Request approval be awarded to EP Graphics, Berne, Indiana, as the lowest bidder, for the print job of the 2016 Vacation Planner at a total cost of \$73,629

Sevierville

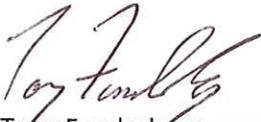


Sevierville Chamber of Commerce

Date: October 7, 2016
To: Board of Mayor and Alderman
From: Tony Funderburg, Director of Sales & Advertising
Re: 2017 Vacation Planner

The Sevierville Chamber of Commerce recommends the low bidder, EP Graphics, located in Berne, IN, for the Vacation Planner print job at a total of \$73,629.00.

Please accept this memo as the official recommendation of the Sevierville Chamber of Commerce.



Tony Funderburg
Director of Sales & Advertising



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Approve bids for Golf Course Aerator and Heavy Duty Vehicle

RESPONSIBILITY: Tracy Baker

PRESENTATION: Bids were opened on 10/12/2016. The lowest qualified bid for the Heavy Duty Vehicle was for Smith Turf and Irrigation for \$35,222.66. The lowest bid for the aerator bid an alternate item that did not meet specifications. We recommend the next bidder, Greeneville Turf and Tractor, at \$36,500. This dealer is the only vendor licensed to sell this product in the region.

\$74,750 is budgeted for these items this fiscal year.

REQUESTED ACTION: Approve purchase of Aerator from Greeneville Turf and Tractor for \$36,500 and Heavy Duty Vehicle from Smith Turf and Irrigation for \$35,222.66.



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider Purchase Light Rescue/Medical Response Vehicle in the amount of \$133,586.00

RESPONSIBILITY: Matt Henderson, Fire Chief

PRESENTATION: On October 4, 2016 bids were opened for a Light Rescue/Medical Response Vehicle. Bids were advertised and sent to potential bidders. We received three responses from Vendors. Bid tabulation is attached. Fire Department staff and Fleet Maintenance Staff have reviewed the submissions and determined the lowest qualified bidder for the vehicle is NAFECO in the amount of \$133,586.00. This purchase is included in our Apparatus Replacement Plan budget of \$283,000.00.

REQUESTED ACTION: Recommend approval



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider Purchase of Sport Utility Vehicle and Half-Ton Crew Cab Pickup Truck in the amount of \$61,776.16

RESPONSIBILITY: Matt Henderson, Fire Chief

PRESENTATION: On September 22, 2016 bids were opened for a Sport Utility Vehicle and a Half-Ton Crew Cab Pickup Truck. Bids were advertised and sent to potential bidders. We received three responses from Vendors. Bid tabulation is attached. Fire Department staff and Fleet Maintenance Staff have reviewed the submissions and determined lowest qualified bidder is McNelly-Whaley Ford for both vehicles. This purchase is included in our Apparatus Replacement Plan budget of \$283,000.00.

REQUESTED ACTION: Recommend approval



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM:

Closure of City Hall/Police Department Records/Community and Civic Centers on November 7, 2016 for the Winterfest Kickoff Event

RESPONSIBILITY: Bob Parker-TeamWinterfest Lead

PRESENTATION:

TeamWinterfest, which is made up of employees of both the City and Chamber, are requesting the following operations at the Municipal Complex be closed on Monday, November 7, 2016, for setup and management of this special event.

Closures would include:

- City Hall
- Police Department Records Division
- Community Center
- Civic Center

Note: This date is also a date of a normally scheduled Mayor and Board of Alderman meeting.

The event will begin at 3:00 p.m. and will conclude with a Fireworks Show. On the following page is the parking and shuttle bus plan for this event.

REQUESTED ACTION:

Closure of City Hall, the Police Department Records Division and the Community and Civic Centers on Monday November 7, 2016 for the WINTERFEST KICKOFF event.



Winterfest Kickoff 2016 Parking/Shuttle Bus Plan

Parking Only
Sevier County Electric System
Main Street
5pm-10pm

Parking and shuttle bus
Pick-up/Drop off
First United Methodist
Bruce Street
5pm-10pm

Handicap
Parking Only
Sevierville Police Dept
Gary Wade Blvd
9am-10pm

Parking Only
Parkway Academy
Bruce & Cedar Street
3:30pm-10pm

Vendor Priority Parking
Gravel Lot on
Railroad Street
Behind Community Center
9am-10pm

Parking and shuttle bus
Pick-up/Drop off
First United Methodist
Old Health Department
Cedar Street
5pm-10pm

Shuttle bus
Pick-up/Drop off
Municipal Complex
Gary Wade Blvd
4pm-10pm

Parking Only
King Family Library
Railroad and High Street
3:30pm-10pm

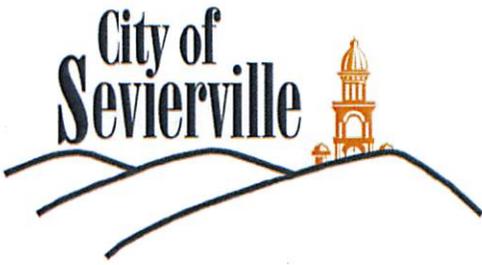
City employee parking
Personal vehicles
First Presbyterian Church
Belle Ave
7am-10pm

Parking Only
Middle/Intermediate
Schools on High Street
3:30pm-10pm

Parking and shuttle bus
Pick-up/Drop off
Trula Lawson Center
Eastgate Road
3:30pm-10pm



— ShuttleRoute



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Consider approval of Fireworks Display Permits for 2016 Winterfest November 7, 2016

RESPONSIBILITY: Matt Henderson, Fire Chief

PRESENTATION: As in past years, the City of Sevierville's annual Winterfest event includes a fireworks display. A new copy of the insurance certificate for the fireworks is attached. Requesting approval of fireworks permits that allow this display.

REQUESTED ACTION: Approval of permits

PRINT OR TYPE ALL INFORMATION ON PAGE 2.

Applicant	Name: <u>Pyro Shows, Inc.</u>
	Mailing Address: <u>P.O. Box 1776</u>
	City: <u>LaFollette</u> State: <u>TN</u> Zip: <u>37766</u>
	Fax #: <u>423-562-9171</u> Telephone #: <u>865-803-3700</u> Email: <u>lansden@pyroshows.com</u>
Sponsor	Name: <u>City of Sevierville</u>
	Mailing Address: <u>P.O. Box 5500</u>
	City: <u>Sevierville</u> State: <u>TN</u> Zip: <u>37862</u>
	Fax #: <u>865-453-5518</u> Telephone #: <u>865-868-1896</u> Email: <u>bparker@seviervilletn.org</u>

Permit fee submitted: \$50 Individual Display Fee \$50 Expediting fee for permits received by State Fire Marshal's Office within 10 days of display (in addition to the permit fee).
 Multiple Display Fee (\$400 max)

Name of Display: 2016 Winterfest Kickoff

Location of Display: 200 Gary Wade Blvd.
 Street Address
Sevierville 37862 Sevier
 City Zip County

Date(s) and Time(s) of Display: November 7, 2016 @ 7:30PM

TN Licensed Exhibitor: Pyro Shows, Inc. 6
 Name of Exhibitor Tennessee License Number

TN Certified Operator(s): James Edwards; James Jones 25; 254
 Operator Name(s) Tennessee Certification Number(s)

Identify the type(s) of display(s): Outdoor Fireworks (NFPA 1123) Proximate Pyrotechnics (NFPA 1128) Flame Effects (NFPA 160)

If fireworks or pyrotechnics are used, identify the DOT Classification: 1.3 1.4G 1.4S Consumer or Common

I hereby certify, as is evidenced by my signature hereto, that I have read and understand the fireworks laws for the state of Tennessee. I will abide by chapter 68-104 of the Tennessee Code Annotated which governs public display of fireworks, pyrotechnics and flame effects.

[Signature] 8/5/2016
 Signature of Applicant Date

A PERMIT WILL NOT BE ISSUED WITHOUT THE SIGNATURES BELOW

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

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

August 5, 2016

City of Sevierville
Winterfest Kickoff
November 7, 2016

Shell Summary

Aerial Shells-Finale

2-100 x 1.25" Titanium Salute 200

2-50 x 2.00" Finale Cake 100

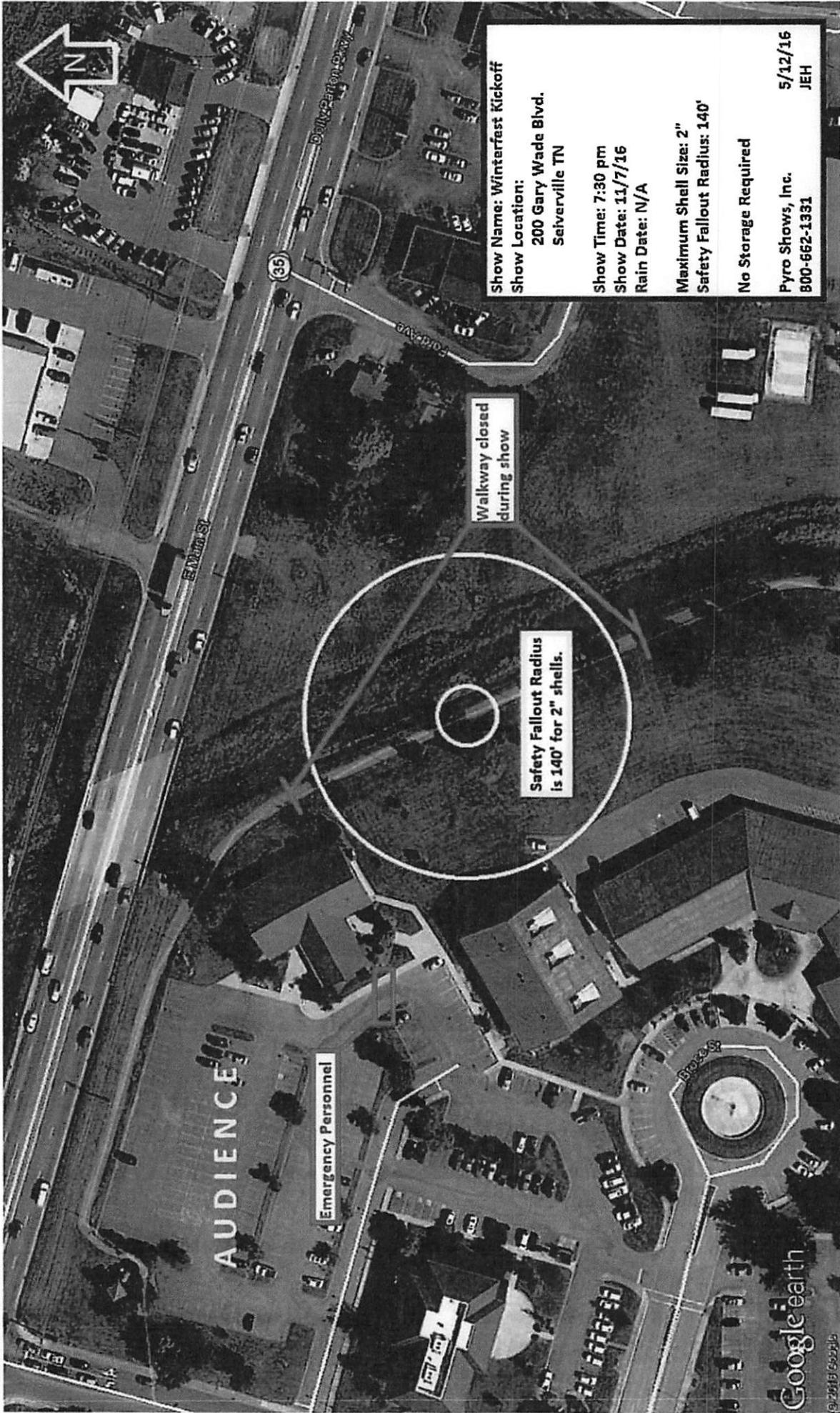
Special Effects / Low Level

8-100 x 1.25" Shot Cake 800

4-200 x 1.00" Shot Cake 800

1.3G Fireworks Display

CLR



Show Name: Winterfast Kickoff
Show Location:
200 Gary Wade Blvd.
Seiverville TN
Show Time: 7:30 pm
Show Date: 11/7/16
Rain Date: N/A
Maximum Shell Size: 2"
Safety Fallout Radius: 140'
No Storage Required
Pyro Shows, Inc.
800-662-1331
5/12/16
JEH

Walkway closed during show

Safety Fallout Radius is 140' for 2" shells.

Emergency Personnel

AUDIENCE

Google earth



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8-5-2016

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

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

PRODUCER (423)562-2112 E.E. Hill & Son, Inc. PO Box 1406 LaFollette, TN 37766	CONTACT NAME: Cathy Owens	
	PHONE (A/C, No, Ext.): (423)562-2112 Ext.	FAX (A/C, No.): (423)566-2114
E-MAIL ADDRESS: cathy@eehill.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: RIVERPORT INSURANCE		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED PYRO SHOWS, INC., BIG CREEK ENTERPRISES, INC.
 701 W. CENTRAL AVE., SUITE 2
 LAFOLLETTE, TN 37766
 (423)566-6728 Ext.

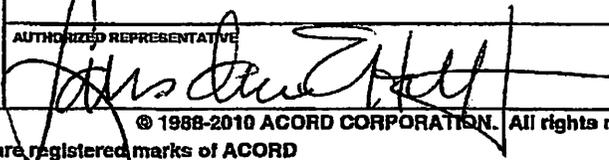
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP ASS \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	WC-41-92-032420-01	02/02/16 02/02/17 <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

Fireworks Display: November 7, 2016 (Winterfest Kick-off)

CERTIFICATE HOLDER City of Sevierville 200 Gary Wade Blvd. Sevierville TN 37862	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--



Board Memorandum

DATE: October 17, 2016

AGENDA ITEM: Gateway Substation Lease

RESPONSIBILITY: Don Myers

PRESENTATION: This lease agreement has been in place since May 1997. The lease will be continued for one more year and end June, 30 2017. The rental cost of the use of the property is \$1.00. We utilize the property to organize events and block parties as well as a place to store equipment and do reports. This property provides an excellent opportunity for our officers to interact with the local community.

REQUESTED ACTION: Approval by the Board to enter into the lease agreement with Gateway Village Apartments.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on this _____ day of _____, 2015, by and between GATEWAY VILLAGE APARTMENTS, a Douglas Cherokee Economic Authority Housing Division, a private corporation, hereinafter referred to as "LANDLORD," and THE CITY OF SEVIERVILLE, Sevierville, Tennessee, hereinafter referred to as "TENANT".

WITNESSETH:

That the Landlord, for and in consideration of the rents, covenants and agreements hereinafter stated, does hereby rent, lease, and demise unto the Tenant, for the term hereinafter set out and upon the conditions hereinafter set out, the following described real estate, to-wit:

The one-room apartment office located at 120 West Paine, Sevierville, Tennessee, which includes a bathroom, stove, refrigerator, and is known as the Gateway Village Apartments, Apartment No. 22.

TO HAVE AND TO HOLD the above described premises, together with the privileges and appurtenances thereunto belonging to the Tenant, for the term hereinafter set out, and upon the following conditions, to-wit:

- 1) The Tenant shall use the leased premises for the sole and exclusive purpose of operating a "Satellite Police Station," from which developments in the immediate area, and certain other communities and developments can be patrolled, and which will promote a "Police Presence" and positive relationships to/with the residents of said are, developments and communities.
- 2) The term of this Lease shall be for twelve (12) months, beginning on the 1st day of July 2015 and ending on the 30th day of June 2016. However, if either the Tenant or Landlord wishes to discontinue this arrangement during the term of this Lease, for any reason, either party may terminate this Lease at any time by giving the other party (30) days written notice of its intention to terminate this Lease.

The annual rent for the leased premises shall be one dollar (\$1.00) payable in advance on the last day of June 2015 at the Landlord's principal office, during regular business hours.

- 3) The Landlord shall have the right to enter upon and to inspect the leased premises at any time during the term of the lease. The Landlord shall also have the right to enter through the leased premises in order to access the adjacent storage area, which is not leased to the Tenant, to retrieve supplies, parts, etc... However, such entries shall be with respect to the Tenant's privacy and shall be done with proper and reasonable notice when practicable.
- 4) The Landlord shall be solely responsible for paying ALL utility bills including Water, Gas, and Electric bills pertaining to the leased premises.
- 5) The Tenant shall be responsible for paying Telephone bills, including any telephone service or repair bills during the term of the lease.
- 6) The Landlord shall maintain the leased premises in good repair, including Lawn Maintenance. However, the Landlord shall not be responsible for making repairs caused by carelessness, neglect, or intentional acts of the Tenant, or the Tenant's servants, agents, employees, invitees, or persons served by the Tenant's program.
- 7) The Tenant accepts sole responsibility for all loss to the Tenant's personal property located on the leased premises, except such loss which is the result of any negligence or intentional acts of Landlord or Landlord's agents, servant employees.
- 8) Without written consent of the Landlord, the Tenant shall not assign this lease or sublet the leased premises.
- 9) If the leased premises become damaged by fire or other casualty, rendering the leased premises, or any portion thereof, untenable, and such damage cannot be repaired within sixty (60) days from the date of its occurrence, either party shall have the option of terminating this lease by giving written notice of said party's intention to the other party within thirty (30) days of the occurrence of said damage. If the damage can be repaired within sixty (60) days, the Landlord shall enter upon the leased premises and repair said damage with reasonable promptness.

- 10) Should any legal proceedings evolve from the use of the leased premises by the Tenant, same will be governed by the Tennessee Governmental Tort Liability Act and Tenant liability shall be limited in accordance with that act.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names in duplicate copies on the date first written above.

Susan Luker, Executive Director
Douglas Cherokee Economic Authority

Gateway Village Apartments - Complex Manager
By: Joanna G. Johnson, Complex Manager
Gateway Village - a Douglas Cherokee Economic Authority Housing Division

City of Sevierville, Tennessee
By: Bryan C. Atchley, Mayor



Board Memorandum

DATE: October 17, 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. West Chatham – Lightbar/Siren Systems for marked police vehicles - \$8,849.49
2. West Chatham – Lighting Package for unmarked police vehicles - \$6,146.01

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



City of Sevierville

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

Bid Tabulation

Date: 9/30/2016

By: Matthew Ayers

		Bid # 1		Bid # 2		Bid # 3		Bid # 4	
Bidder		West Chatham		Truckers Lighthouse		Fleet Safety			
Quote by		Angie Graveline		Andy Stohl		Ben Irvin			
Telephone		912-234-2600		615-255-5901		800-847-8762			
Item #	Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Total Price
1	Whelen Lightbar Package, Marked Vehicle, Includes:	3	\$2,037.83	\$6,113.49	\$2,249.00	\$6,747.00	\$2,250.00	\$6,750.00	\$0.00
1a	Legacy 48" Lightbar per specification	3		\$0.00		\$0.00		\$0.00	\$0.00
1b	SA315 Speaker	3		\$0.00		\$0.00		\$0.00	\$0.00
1c	SAK1 Speaker Brkt	3		\$0.00		\$0.00		\$0.00	\$0.00
1d	Cencom Carbide Siren	3		\$0.00		\$0.00		\$0.00	\$0.00
1e	MKLP83 Strap Kit	3		\$0.00		\$0.00		\$0.00	\$0.00
1f	Howler Siren System, Dual Speaker, w/ Brkt	3	\$380.00	\$1,140.00	\$439.00	\$1,317.00	\$440.00	\$1,320.00	\$0.00
1g	12E Ion Duo B/W	12	\$103.00	\$1,236.00	\$106.99	\$1,283.88	\$107.00	\$1,284.00	\$0.00
				\$0.00		\$0.00		\$0.00	\$0.00
Shipping				INCL		INCL		INCL	
Total Bid				\$8,489.49		\$9,347.88		\$9,354.00	\$0.00



City of Sevierville

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

Bid Tabulation

Date: 9/30/2016

By: Matthew Ayers

Bidder		Bid # 1		Bid # 2		Bid # 3		Bid # 4		
Quote by		West Chatham		Truckers Lighthouse		Fleet Safety				
Telephone		Angie Graveline		Andy Stohl		Ben Irvin				
Item #	Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Whelen Lighting Package, Unmarked Vehicle, Includes:	3	\$2,048.67	\$6,146.01	\$2,242.00	\$6,726.00	\$2,078.95	\$6,236.85		\$0.00
1a	Vertex LED red	10		\$0.00		\$0.00		\$0.00		\$0.00
1b	LinzV LED	8		\$0.00		\$0.00		\$0.00		\$0.00
1c	Flasher	7		\$0.00		\$0.00		\$0.00		\$0.00
1d	Alpha Siren	2		\$0.00		\$0.00		\$0.00		\$0.00
1e	Outer Edge LED	1		\$0.00		\$0.00		\$0.00		\$0.00
1f	Dual SA315 w/ Brkt	1		\$0.00		\$0.00		\$0.00		\$0.00
1g	TIR3 LED w/grommet	2		\$0.00		\$0.00		\$0.00		\$0.00
1h	Inner Edge Duo	1		\$0.00		\$0.00		\$0.00		\$0.00
1i	Pioneer Nano LED	2		\$0.00		\$0.00		\$0.00		\$0.00
1j	Micron Stud LED	2		\$0.00		\$0.00		\$0.00		\$0.00
1k	JON LED WXONB	2		\$0.00		\$0.00		\$0.00		\$0.00
1l	Vertex LED white	2		\$0.00		\$0.00		\$0.00		\$0.00
1m	Carbide System	1		\$0.00		\$0.00		\$0.00		\$0.00
1n	Howler Siren	1		\$0.00		\$0.00		\$0.00		\$0.00
Shipping				INCL		INCL		INCL		\$0.00
Total Bid				\$6,146.01		\$6,726.00		\$6,236.85		\$0.00