AGENDA
BOARD OF MAYOR & ALDERMEN
October 5, 2020 Meeting
Sevierville Civic Center
6:00 P.M.
A. CALL TO ORDER
   1. Pledge of Allegiance
   2. Invocation
B. ROLL CALL
C. MINUTES – Minutes – September 21, 2020
D. PUBLIC FORUM
   1. Consider adoption of Ordinance O-2020-008 – 3rd reading – An Ordinance to amend the zoning map of the City of Sevierville to rezone property on Temple Lane from arterial commercial district to medium density residential – Dustin Smith
E. REPORTS
F. COMMUNICATIONS FROM MAYOR & ALDERMEN
G. OLD BUSINESS
   1. Consider adoption of Ordinance O-2020-008 – 3rd reading – An Ordinance to amend the zoning map of the City of Sevierville to rezone property on Temple Lane from arterial commercial district to medium density residential – Dustin Smith
      6
   2. Consider approval of request for new construction of a transfer station – Dustin Smith
H. NEW BUSINESS
   1. Consider approval of contract with Robert G. Campbell and Associates for preparation of bridge bid specifications in the amount not to exceed $18,100 – Bryon Fortner
   2. Consider approval of replacement and installation of water meters from Core & Main phase 2 for $1,614,814.60 – Keith Malone
      17
   3. Consider approval to purchase Fire Department management software in the amount of $26,960.10 – Matt Henderson
      20
   4. Consider approval and/or ratification of expenses in excess of $5,000 – Lynn McClurg
      42
I. ADJOURNMENT
A regular meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on September 21, 2020 at 6:00 PM.

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

Senior Staff present:
Tracy Baker, Asst. City Administrator
Bryon Fortner, Public Works Director
Matt Henderson, Fire Chief
Keith Malone, Water & Sewer Director
Joseph Manning, Police Chief
Lynn McClurg, Chief Financial Officer & City Recorder
Ed Owens, City Attorney
Bob Parker, Parks & Recreation Director
Dustin Smith, Development Director
Russell Treadway, City Administrator

Mayor Fox chaired the meeting with Lynn K. McClurg as secretary of the meeting. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the minutes of the August 17, 2020 meeting and to dispense with the reading. Motion carried.

PUBLIC FORUM
Mayor Fox opened the public forum section of the meeting. Fox recognized Dennis Snider, who requested that the Board address and ensure future compliance for a proposed transfer station to be located at Glenhill Lane and Wilson Road. Fox recognized Vincent Snider, who requested that the Board require the developer to submit operating plans for the proposed transfer station and to require reapproval should the property be sold in the future. Fox recognized Jerry Jones, who encouraged the Board to contract for Red Bank Road slope repair, stated his opposition to any relocation of the road, and thanked the Police Department for enforcing signage along the road. There being no further comments, the public forum was closed.

REPORTS
Mayor Fox noted the submission of monthly staff reports.

COMMUNICATIONS
Mayor Fox presented an award of appreciation to Vic Weals for his many years of service on the Public Building Authority and the Industrial Development Board. Fox presented an award of appreciation to Jim Arwood for his many years of service on the Planning Commission.

Mayor Fox requested ratification of the following board/committee appointment(s):
Regional Planning Commission Butch Stott Term expires 7/1/2024
A motion was made by Alderman McCroskey and seconded by Alderman McGill to approve the appointment(s) as recommended. Motion carried.
Mayor Fox recognize Russell Treadway and Matt Henderson, who introduced the following new employee(s): Keith Malone, Water & Sewer Director; Britney Gerry, Robert Cashen, Christopher Griffith and Jerry Rhode, Fire Department.

NEW BUSINESS

Mayor Fox presented and placed for passage an ordinance O2020-008 entitled “AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201, TO REZONE PROPERTY AT 121 TEMPLE LANE, TAX MAP 061, PARCELS 014.00, 014.01, 015.00 AND A PORTION OF 019.00, FROM ARTERIAL COMMERCIAL (AC/C-4) DISTRICT TO MEDIUM DENSITY RESIDENTIAL (MDR/R-2) DISTRICT.” A motion was made by Vice Mayor Koester and seconded by Alderman Helton to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, McGill, Rader. Those voting No: None. Fox declared the ordinance passed on first reading.

Mayor Fox presented and placed for passage on second reading an ordinance O2020-008 entitled “AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201, TO REZONE PROPERTY AT 121 TEMPLE LANE, TAX MAP 061, PARCELS 014.00, 014.01, 015.00 AND A PORTION OF 019.00, FROM ARTERIAL COMMERCIAL (AC/C-4) DISTRICT TO MEDIUM DENSITY RESIDENTIAL (MDR/R-2) DISTRICT.” A motion was made by Alderman McGill and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, McGill, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.

Mayor Fox recognized Russell Treadway, who presented bids for the Collier Drive water and sewer replacement project and recommended approval of the low qualified bid and award of contract to Merkel Bros. Construction, Inc. in the amount of $1,322,745.00 plus reimbursables. Treadway noted that relocations are due to the sink holes in the area and that the City is pursuing funding from the Vulcan Company. A motion was made by Alderman Rader and seconded by Alderman McCroskey to approve the contract as presented. Motion carried.

Mayor Fox recognized Dustin Smith, who requested approval of FY2021 software expenditures as follows:

<table>
<thead>
<tr>
<th>Software</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transparity TMS</td>
<td>$ 9,500.00</td>
</tr>
<tr>
<td>Shortel/Mitel phone system</td>
<td>$ 9,786.00</td>
</tr>
<tr>
<td>Revcord</td>
<td>$14,900.00</td>
</tr>
</tbody>
</table>

A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the expenditures as presented. Motion carried.

Mayor Fox recognized Dustin Smith, who presented a request for approval of a 10,000 square foot transfer station to be located at Glenhill Lane and Wilson Road, which will primarily be used for the transfer and breakdown of residential construction waste. Smith noted that the plan was approved by the Planning commission subject to TDEC permitting approval and addressing road widening concerns on Wilson Road. A motion was made by Alderman McCroskey and seconded by Alderman Rader to defer the item, requesting additional information. The Board requested that the developer submit plans addressing operations, noise, landscaping and that he be present at the next meeting. Motion carried.

Mayor Fox recognized Bryon Fortner, who presented change order #2 to the Charles Blalock & Sons contract for the Downtown Streetscape project in the amount of $16,260.00 for a new contract total of $7,356,686.08 and the addition of 86 days to the contract completion date. Additionally, Fortner presented supplemental agreement #2 to the Vaughn and Melton Construction Engineers, Inc. streetscape engineering contract in the amount of $77,163.23 for a new not-to-exceed total of $604,693.23. A motion was made by Alderman Rader and seconded by Vice Mayor Koester to approve the change order and supplemental agreement as presented. Motion carried.
Mayor Fox recognized Bryon Fortner, who presented a construction agreement with Charles Blalock & Sons for the slope repair of Red Bank Road in the amount of $279,969.71 based on estimated quantities. Fortner noted that the agreement is a unit price contract and that $300,000.00 is budgeted. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the agreement as presented. Motion carried.

Mayor Fox recognized Bryon Fortner, who requested approval to purchase a Tymco model 600 street sweeper placed on a Freightliner M2-106 chassis from Tymco/Stringfellow, Inc. under Sourcewell contract #122017-TYM in the amount of $287,305.00. A motion was made by Alderman McGill and seconded by Alderman McCroskey to approve the purchase as presented. Motion carried.

Mayor Fox recognized Bryon Fortner, who requested approval to purchase a Heil halfpack body front-loading garbage truck placed on an Autocar ACX64 Class 8 chassis from Stringfellow, Inc. under Sourcewell contract #091219-THC in the amount of $313,566.15. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the purchase as presented. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of the establishment of and by-laws for a Citizens Advisory Committee on Historic Landmarks and Areas. Parker noted that three voting members and one non-voting liaison member for the Board of Mayor and Aldermen would be appointed to the Committee. A motion was made by Alderman McGill and seconded by Alderman McCroskey to approve the Committee and by-laws subject to City Attorney changes. Motion carried. Alderman McCroskey recommended that Carroll McMahan be appointed to the committee.

Mayor Fox recognized Bob Parker, who presented bids and requested approval to purchase amenity products for the Downtown Streetscape project at a cost not to exceed $24,000.00 as follows:
- Trash receptacles and benches from Landscape Forms, Inc. at a cost of $20,227.50 plus freight;
- Bike Racks from Cunningham Recreation at a cost of $882.70 plus freight.
A motion was made by Alderman Rader and seconded by Alderman McGill to approve the purchases as requested. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of a facility usage agreement for an evacuation shelter with the American Red Cross to include rental fee waiver. Parker stated that the agreement was still being finalized. A motion was made by Vice Mayor Koester and seconded by Alderman McCroskey to approve the agreement contingent upon City Attorney and City Administrator approval and final copy to the Board. Motion carried.

Mayor Fox recognized Matt Henderson, who requested approval to purchase duty uniforms from various low quote vendors in amounts not to exceed the budget of $37,350.00. A motion was made by Alderman McGill and seconded by Alderman Rader to approve the purchases as requested. Motion carried.

Mayor Fox recognized Tracy Baker, who presented bids for golf chemicals and requested approval of the annual supply bid and purchase from low qualified bidder Winfield subject to budgeted amounts. A motion was made by Alderman Rader and seconded by Vice Mayor Koester to award the bid and approve the expenditures as presented. Motion carried.

Mayor Fox recognized Joe Manning, who requested approval of a lease agreement with Gateway Village Apartments, a Douglas Cherokee Economic Authority Housing Division, for a satellite police station with a term ending June 30, 2021. A motion was made by Alderman Helton and seconded by Vice Mayor Koester to approve the lease agreement as recommended. Motion carried.
Mayor Fox recognized Joe Manning, who requested approval of a Tennessee Highway Safety Office (THSO) grant in the amount of $40,000.00 for enforcement, travel and training related to Tennessee Driving Under the Influence Laws. A motion was made by Alderman Helton and seconded by Alderman Rader to approve the grant as requested. Motion carried.

Mayor Fox recognized Keith Malone, who presented on behalf of Kathy Kilby, a request for a water line extension to a 19.2 acre parcel at 4101 Boyd’s Creek Highway. Malone noted that the extension would be completed in accordance with SWS specifications and at no cost to the City. A motion was made by Alderman McCroskey and seconded by Vice Mayor Koester to approve the service line extension as requested. Motion carried.

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

1. Contractor’s Machinery  Backhoe repair  $12,486.95  Prof. services
2. Security Pro USA  Patrol helmets  $6,875.00  Low quote
A motion was made by Alderman Rader and seconded by Alderman Helton to approve the expenditure(s) as presented. Motion carried.

Mayor Fox recognized Matt Henderson, who announced that the Prince Street Fire Station groundbreaking will be held at 10:00 AM on October 22nd. There being no further business to discuss, the meeting adjourned at 6:43 PM.

Approved:  __________________________________________

Robbie Fox, Mayor

Attest:  __________________________________________

Lynn K. McClurg, City Recorder
DATE:          October 5, 2020

AGENDA ITEM: Consider Adoption of Ordinance O-2020-008 – 3rd reading – An Ordinance to amend the zoning map of the City of Sevierville to rezone property on Temple Lane from Arterial Commercial District to Medium Density Residential

PRESENTATION: As presented in the Staff report attached, James Temple of Temple Enterprises, LLC requested his property, located at 121 Temple Lane, be rezoned from Arterial Commercial (AC/C-4) to Medium Density Residential (MDR/R-2).

REQUESTED ACTION: Adoption of O-2020-008 on 3rd reading
ORDINANCE NO. O-2020-008

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 AT 121 TEMPLE LANE, TAX MAP 061, PARCELS 014.00, 014.01, 015.00, AND A PORTION OF 019.00 FROM ARTERIAL COMMERCIAL (AC/C-4) DISTRICT TO MEDIUM DENSITY RESIDENTIAL (MDR/R-2) DISTRICT

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

Section 1. The Zoning Map of the City of Sevierville, Tennessee, be hereby amended by the rezoning a portion of property located at 121 Temple Lane (Tax Map 061, Parcels 014.00, 014.01, 015.00, and a portion of 019.00) from Arterial Commercial (AC/C-4) District to Medium Density Residential (MDR/R-2) District. Said property is more clearly identified on the attached map.

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

APPROVED: _______________________
Robbie Fox, Mayor

ATTEST:

____________________________
Lynn K. McClurg, City Recorder

Passed on 1st reading: 09/21/2020
Passed on 2nd reading: 09/21/2020
Passed on 3rd reading: ____________
**Applicant:** James Temple of Temple Enterprises, LLC  
**Owner:** Marie Temple, Andrew Temple, Temple Enterprises, LLC  
**Staff:** Dustin Smith and Kristina Rodreick  
**Tax ID Number:** Tax Map 61, Parcels 014.00, 014.01, 015.00, and a portion of 019.00  
**Current Zone:** City Arterial Commercial (AC)  
**Requested Zone:** City Medium Density Residential (MDR)  
**Number of Lots:** 4  
**Current Use:** Residential and Vacant  
**Proposed Use:** Residential Development  
**Notification:** City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.  
**Exhibits:** Application and Map.

### Request
Rezoning of 8.9 acres +/- from City AC (Arterial Commercial) to City MDR (Medium Density Residential)

### Background
Most of the properties proposed for rezoning lie on the east side of Hardin Ln with a small portion proposed on the west side of Hardin Ln. The properties have approximately 646’ +/- of combined frontage on Hardin Ln. All properties are within the City of Sevierville city limits and each full parcel is zoned AC (Arterial Commercial). The small portion on the west side of Hardin Ln is part of a larger parcel with split zoning of LDR (Low Density Residential) and AC (Arterial Commercial). Only the portion currently zoned AC (Arterial Commercial) along with the full parcels on the east side of Hardin Ln are proposed to be rezoned to MDR (Medium Density Residential).

The properties abutting the proposed rezoning area are as follows:

- **West and South** – LDR (Low Density Residential) used as a single-family residential development.  
- **South and East** – AC (Arterial Commercial) used as commercial development and vacant land.  
- **North** – MDR (Medium Density Residential) used as single and multi-family residential development.

### Staff Comments
The immediate surrounding area is predominantly used for single family, multi-family, and commercial use. Hardin Ln is a local road on which there is currently no commercial use and which could not handle an influx of any commercial development under its current standard.

### Public Comments
None to date.
Staff Recommendation
The surrounding area is used for residential and commercial purposes. Due to existing adjacent MDR (Medium Density Residential) zoning and with Hardin Ln classified as a local road, staff recommends approval to rezone these properties from AC (Arterial Commercial) to MDR (Medium Density Residential).
Proposed Rezoning - Arterial Commercial (AC/C-4) to Medium Density Residential (MDR/R-2)
Ordinance #: O-2020-008

Legend
- City Zoning
- Proposed Rezoning
- Parcels
- Road Centerlines

1 inch = 250 feet
DATE: October 5, 2020

AGENDA ITEM: Consider request for new construction of a transfer station

PRESENTATION: Title 17, Section 105 of the Sevierville Municipal Code requires any new construction of a landfill for solid waste disposal or solid waste processing within the corporate limits of the City of Sevierville to secure approval of the Board of Mayor and Alderman in accordance with Tennessee Code Annotated § 68-211-701. The proposal is a 10,000 square foot transfer station to be located at Glenhill Lane and Wilson Road. The purpose of the transfer station will primarily be used for the transfer and break down of residential construction waste. The plan was approved by the Planning Commission subject to TDEC permitting approval and addressing road widening concerns on Wilson Road.

Additional documentation has been included per the request of the Board of Mayor and Aldermen.

REQUESTED ACTION: Consideration of transfer station construction
to them by the City of Sevierville. All municipal refuse collected within the corporate limits of the City of Sevierville shall be delivered to SSWI.

SSWI shall have the right to promulgate such rules and regulations as are necessary to implement this chapter, provided same are not inconsistent herewith. Said rules and regulations shall be enforced as provided for in § 17-112 hereof. (Ord. #2011-023, Dec. 2011)

17-105. Approval of new landfills. Prior to any new construction of a new landfill for solid waste disposal or solid waste processing within the corporate limits of the City of Sevierville or within one (1) mile of the corporate limits of the City of Sevierville, the owner of such proposed facility shall secure the approval of the Board of Mayor and Aldermen of the City of Sevierville in accordance with Tennessee Code Annotated § 68-211-701, et seq. (Ord. #2011-023, Dec. 2011)

17-106. Private collections, permits, etc.

1) Manner of loading, moving, and carrying materials, garbage, etc., and tracking of foreign material. The owner, lessee or operator of every vehicle engaged in hauling any sand, gravel, dirt, stone, rock, brick, coal, limestone, limestone dust, asphalt, refuse or any material which may as a result of such vehicle's movement, be likely to blow, fall, or be scattered on or along City streets and alleys shall maintain such a vehicle in a secure condition and shall direct and supervise the loading of said vehicle in such a manner as to prevent any portion of such materials, products or substances from falling, blowing or being scattered on City streets or alleys. Nor shall garbage or other materials offensive to the sight or smell be removed or carried on or along the streets and alleys of the City unless it is in trucks having watertight beds or boxes with proper cover.

Refuse shall be taken to the Sevier Solid Waste Composting Facility and all applicable dump fees shall be paid by the private collector.

2) Exclusive collection. It shall be unlawful for any person other than the City or its authorized contractor to engage in the business of collecting, removing and disposing of refuse in the City except those private collectors specifically authorized by the City. This does not prohibit establishments from collecting and hauling their own refuse so long as such refuse is stored, collected and hauled as prescribed in this chapter.

3) Private collection permit. (a) Application. Any person desiring to secure a permit for the private collection of refuse as a private collector shall submit an application therefore to the Public Works Director. The application shall contain the following information:

(i) Private collector's name, business address, and telephone numbers. This includes persons doing business under fictitious names, members of partnerships, and offices of corporations or associations.
Tenn. Code Ann. § 68-211-701

68-211-701. Required approval — Submission of proposal to accept waste that would change classification of landfill.

(a) No construction shall be initiated for any new landfill for solid waste disposal or for solid waste processing until the plans for such new landfill have been submitted to and approved by:

(1) The county legislative body in which the proposed landfill is located, if such new construction is located in an unincorporated area;

(2) Both the county legislative body and the governing body of the municipality in which the proposed landfill is located, if such new construction is located in an incorporated area; or

(3) Both the county legislative body of the county in which such proposed landfill is located and the governing body of any municipality which is located within one (1) mile of such proposed landfill.

(b) Prior to accepting any waste that would require a change in the classification of a landfill under rules promulgated pursuant to this chapter to a classification with higher standards including, but not limited to, changing the classification from a Class III or IV to a Class I or II or from a Class II to a Class I, the plans for which were approved pursuant to subsection (a), the landfill operator shall first submit the proposal to accept the waste to:

(1) The county legislative body in which the landfill that is the subject of the proposed change in classification is located, if such landfill is located in an unincorporated area;

(2) Both the county legislative body and the governing body of the municipality in which the landfill that is the subject of the proposed change in classification is located, if such landfill is located in an incorporated area; or

(3) Both the county legislative body of the county in which the landfill that is the subject of the proposed change in classification is located and the governing body of any municipality which is located within one (1) mile of such landfill.

(c) After submission to the county legislative body or municipality under subsection (b), the county legislative body or the municipality or both shall give public notice and an opportunity for public hearing on the proposal and then approve or disapprove it in accordance with § 68-211-704(a) and (b). Judicial review of the decision shall be available in accordance with § 68-211-704(c).
History


TENNESSEE CODE ANNOTATED

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PLANTING PLAN

VENTURE CONTRACTING, INC.
TRANSFER STATION
GLENHILL LN
SEVERVILLE, TN

FOR PLANNING APPROVAL PURPOSES ONLY

L100

PLANT SCHEDULE:

12

DESCRIPTION

DATE

NO

REVISION RECORD

DATE:

DWG SCALE:

DRAWN BY:

CHECKED BY:

APPROVED BY:

PROJECT NO:

08/07/2020

MWM

RJM

JMP

L100

FOR PLANNING APPROVAL PURPOSES ONLY

LEVEL 2.

PLOT 2.

WILSON RD.

GLENHILL LN.

08/07/2020

MWM

RJM

JMP

L100

FOR PLANNING APPROVAL PURPOSES ONLY

LEVEL 2.

PLOT 2.
Transfer Station Operation

- We plan to do business during normal hours Mon-Friday 7:30 - 5:30

- All activity will be inside the building there will be no trash outside whatsoever

- The intention of this project is to consolidate construction materials inside the building and recycle what is possible such as steel aluminum etc.

- Landscaping attached shows buffer reflecting planting trees such as leyland cypress around the perimeter of the project.
DATE: October 5, 2020

AGENDA ITEM: Consider Approval of Contract with Robert G. Campbell and Associates for preparation of bridge bid specifications in the amount not to exceed $18,100.00.

PRESENTATION: The Tennessee Department of Transportation inspects all of our local roadway bridges on a two-year cycle. In these inspection reports, they identify preventative maintenance issues that need to be addressed. This contract with Robert G. Campbell and Associates is to develop bid documents in order to secure the necessary work on bridges. This is a budgeted expense.

REQUESTED ACTION: Approval of Contract with RGCA in the amount not to exceed $18,100.00.
PROPOSAL

TO: Bryon W. Fortner
   Public Works Director
   City of Sevierville

FROM: Robert G. Campbell & Associates

DATE: September 28, 2020

SUBJECT: Bridge Repairs – Various local bridges
          Sevierville, TN

Thank you for consideration of our firm relative to this project. We understand that you need a bid package for rehabilitation of certain items on the bridges listed below. This items are from the TDOT inspection reports. In order to do this, we offer the following scope:

1) Field measurement of the items of interest in order to verify quantities. This may require some survey effort as well
2) Develop quantities for each of items on the bridge repairs
3) Prepare traffic control plans as needed for each bridge
4) Erosion control plans for each site (no SWPPP is anticipated and would be extra. If a SPAP is required, would be contractor responsibility)
5) Using TDOT Roadway and Quantity Specifications, use TDOT item numbers and specifications to develop
   a. General Specifications and Standard Drawings
   b. Scope of Work
   c. Bid tabulation form
6) It is understood that Sevierville will prepare their own bid documents to augment these and advertise the project

   Collier Drive over Middle Creek: Perform joint work that was specified a couple of years ago
   Collier Drive over West Prong of Little Pigeon River: Protect bent no. 3 from scour, repair/replace sidewalk joint plate app1 lt and app2 rt.
Old Knoxville Hwy over Gists Creek

- Clean and paint all structural steel, clean and paint bearing plates at both abutments, repair/seal open crack at right wing of abutment 2, clean and paint bearing plates at pier

Park Road over West Prong of Little Pigeon River

- Repair diaphragm at abutment 2, repair wings at both abutments

Gists Creek Road over West Prong of Little Pigeon River

- Repair/replace rubber glands in expansion joints

Railroad Street over Middle Creek

- Clean and spot paint structural steel at both spans of bridge

Burden Hill Road over Middle Creek

- Clean and paint steel

River Place/Creek Avenue over Middle Creek

- Repair pier wall and pier no. 1, clean and paint all structural steel,

Our fee to provide these services will be based on our normal hourly rates not to exceed **$18,100.** Total fees will not exceed the quoted amount without a change in the scope of work or your prior approval.

Permit review and submittal fees are not included.

Upon acceptance of this proposal, please sign one copy and return to our office.

**AGREED TO AND ACCEPTED** this,

________ day of ____________________, 2020

By: ________________________________
DATE: October 5, 2020

AGENDA ITEM: Consider approval of replacement and installation of water meters from Core & Main phase 2 for $1,614,814.60.

PRESENTATION: Replace existing radio read water meters and install new radio read water meters phase 2. Included with the installation will be GIS information on each water meter. Cost will be $1,614,841.60 for up to 4,800 residential water meters, 300 (2”) meters, 10 (3”) meters, and 10 (4”) meters. Please see attached proposal from Core & Main (sole source provider) to provide the meters which are Master Meter brand. We currently use only Master Meter water meters in our water system as the measuring devices.

Additionally, there will be a $1.00 licensing charge per meter up to the number of meters purchased payable to Incode/Tyler Technologies.

REQUESTED ACTION: Approval of purchase.
Material Procurement Summary
For Installation Contract

Provider: Core & Main LP ("Core & Main")
Client: The City of Sevierville, TN

This Material Procurement Summary is an Exhibit to and hence part of the Installation Contract contemplated by the Master Project Agreement (the “Master Agreement”), and it includes all Project Materials and Supplies to be used in connection with the Work contemplated by the Installation Contract and the Master Agreement, as the same will be identified specifically in future invoices generated by Core & Main and attached to each Acceptance Certificate (Exhibit A-2) contained in the Installation Contract. A summary of the Project Materials and Supplies required for the Project is as follows:

**Phase 1**

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>EA</td>
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<td>Annual Support Billed by MM</td>
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**Phase 2**

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<th>Quantities up to:</th>
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<th>Material Price</th>
<th>Installation Price</th>
<th>Gaskets and/or bolts or flange kits</th>
<th>Extended Price</th>
<th>Extended Total</th>
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<tbody>
<tr>
<td>4,800**</td>
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<td>$152.00</td>
<td>$46.75</td>
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<td>$198.75</td>
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<td></td>
<td>1”</td>
<td>$210.00</td>
<td>$57.00</td>
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<td>$70.00</td>
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<td>2”</td>
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<td>$500.00</td>
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<td>$10.00</td>
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<td>$1,000.00</td>
<td>$18.00</td>
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<td>$25.00</td>
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<td>10**</td>
<td>Confined Space Entry (per OSHA)</td>
<td>$550.00</td>
<td></td>
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<td>$550.00</td>
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<tr>
<td><strong>Total</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,614,841.60</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the Parties have executed this Installation Contract as of ________________, 20__.

“CORE & MAIN”
CORE & MAIN LP

By: ______________________________
Printed Name: _____________________
Printed Title _______________________

“CLIENT”
CITY OF SEVIERVILLE, TN

By: ______________________________
Printed Name: _____________________
Printed Title _______________________
Date: October 5, 2020

Agenda Item: Consider approval to purchase Fire Department Management Software in the amount of $26,960.10.

Presentation: Bids were solicited for software to interface with computer automated dispatch, manage incident reports, medical response reporting, vehicle and equipment records of inspection and maintenance. After months of research and product demos it has been determined no one vendor can supply one product. Staff recommends a combination of vendors accomplish the management software needed. Streetwise $7,572.00, Emergency Reporting $9,940.00, Vector Solutions $5,964.50 and First Arriving $3,483.60. Budgeted funds will be transferred from Station 3 personnel for this expense.

Requested Action: Recommend approval to purchase the management software.
# Service Quote

**Date**: 9/28/2020  
**Estimate #:** 1387

## Name / Address

Sevierville Fire Department  
Matt Knowlton  
1162 Dolly Parton Pkwy  
Sevierville, TN 37862

## Description

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
</table>
| **ONE TIME SETUP FEES**  
Initial account setup for new account. Includes server storage segregation, licensing, device subscription preparation, administrative web portal, and custom incoming message handler. This is a one-time, non-recurring charge.  
Setup of a bi-directional data exchange with a CAD system using the details in the Standard StreetWise Bi-Directional API Specifications (Southern will quote setup for their part) | 1,500.00 | 3,600.00 | 1,500.00 | 3,600.00 |
| **RECURRING SUBSCRIPTION FEES (ANNUAL)**  
Annual subscription fee for StreetWise CADlink MDT/tablet software for bi-directional CAD interface.  
This is a recurring charge.  
Annual subscription fee for StreetWise Responder smartphone software. This is a recurring charge.  
Annual maintenance fee for custom bi-directional API feed to CAD systems for AVL and/or Status Button activation. This is a recurring charge.  
CAD Integration to SW for ER Interface  
Discount fee for bundled contract with Emergency Reporting (ER will charge for interface) | 6 | 204.00 | 1,224.00 | 1,224.00 |
|  | 2 | 24.00 | 48.00 | 48.00 |
|  | 1 | 1,200.00 | 1,200.00 | 1,200.00 |
|  | | 495.00 | 495.00 | 495.00 |
|  | | -100.00% | -495.00 | -495.00 |

**1st Year Total**: $7,572.00

### NOTES:

1. This quotation is for a bi-directional CAD interface in which data will be sent from StreetWise to the CAD system. It is the sole responsibility of the client to gain any necessary approval of the CAD vendor and to determine any associated fees charged by that CAD vendor. We are not responsible for any one-time or ongoing charges incurred by the client from the CAD vendor directly.
2. This quote does NOT include any hardware or broadband services. Suitable field devices, mounting systems, and cellular broadband subscriptions are the responsibility of the client.
3. StreetWise currently operates on iOS and Android operating systems only.
4. SmartBoard adapters have a single HDMI output. Clients may connect as many monitors as they wish from this output by using their own splitter or distribution hub. If, however, additional adapters are needed for the same station, extra adapters are available for lease at $10/mo.
Order Form - Backdraft OpCo, LLC

Contact Details:

<table>
<thead>
<tr>
<th>Prepared by</th>
<th>Hedy Rose Kraft</th>
<th>Phone</th>
<th>(504) 235-8282</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:hedy.kraft@emergencyreporting.com">hedy.kraft@emergencyreporting.com</a></td>
<td>Fax</td>
<td>(866) 929-6157</td>
</tr>
</tbody>
</table>

Customer Contact Details

<table>
<thead>
<tr>
<th>Account Name</th>
<th>City of Sevierville Fire Department (TN)</th>
<th>Quote Number</th>
<th>00023946</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Matt Knowlton</td>
<td>Created Date</td>
<td>9/23/2020</td>
</tr>
<tr>
<td>Phone</td>
<td>(865) 453-9276</td>
<td>Expiration Date</td>
<td>11/15/2020</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:mknowlton@seviervilletn.org">mknowlton@seviervilletn.org</a></td>
<td>Customer Type</td>
<td>New</td>
</tr>
<tr>
<td>Ship To</td>
<td>122 Prince Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>Sevierville, TN 37862</td>
<td></td>
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Order Summary

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<th>Total Price</th>
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<tbody>
<tr>
<td>Pro Plus Career Package</td>
<td>Base-7</td>
<td>1.00</td>
<td>USD 4,000.00</td>
<td>USD 4,000.00</td>
<td>Annual maintenance fee</td>
</tr>
<tr>
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<td>1.00</td>
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<td>USD 1,250.00</td>
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</tr>
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<td>InspectER App - Level 3</td>
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<td>2.00</td>
<td>USD 300.00</td>
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<td>Pro CAD Package</td>
<td>CAD-P1</td>
<td>1.00</td>
<td>USD 1,095.00</td>
<td>USD 1,095.00</td>
<td>Annual CAD maintenance fee (to Southern Software)</td>
</tr>
<tr>
<td>Enterprise - Interface Plan</td>
<td>INT-4</td>
<td>1.00</td>
<td>USD 1,495.00</td>
<td>USD 1,495.00</td>
<td>Annual interface fee (unlimited API integrations)</td>
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<tr>
<td>Pro Implementation Plan</td>
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<td>USD 250.00</td>
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<td>One-time setup fee</td>
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<tr>
<td>Pro Import Plan</td>
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<td>1.00</td>
<td>USD 500.00</td>
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Summary

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<tr>
<th>Bill To Name</th>
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</thead>
<tbody>
<tr>
<td>Bill To</td>
<td>122 Prince Street</td>
</tr>
<tr>
<td>County</td>
<td>Sevierville, TN 37862</td>
</tr>
<tr>
<td># Years</td>
<td>1.00</td>
</tr>
<tr>
<td>Payment Schedule</td>
<td>Yearly</td>
</tr>
<tr>
<td>Initial invoice will be issued upon receipt of the order form. If this represents a problem for the accounting department please contact your sales rep.</td>
<td></td>
</tr>
<tr>
<td>Please make checks payable to: Backdraft OpCo, LLC</td>
<td></td>
</tr>
<tr>
<td>Taxes not included in quoted price. See Taxes section below in</td>
<td></td>
</tr>
</tbody>
</table>

Year 1 Total

| Yearly Subscription Fees       | USD 6,600.00 |
| Annual CAD Link Maintenance Fees | USD 1,095.00 |
| Annual Vision Fee              | USD 0.00     |
| Annual Safety Analytics Fee    | USD 0.00     |
| One-Time Setup Fees            | USD 250.00   |
| Annual Interface               | USD 1,495.00 |
Terms and Conditions.

Fee
Data Import Fee USD 500.00
Training Fees USD 0.00
Year 1 Cost USD 9,940.00
Estimated Yearly USD 9,190.00
Total: Year 2+

Account Setup info

*Account Setup Contact Name: ____________________________________________

*Phone#: ______________________________________________________________

e-mail: _________________________________________________________________

*Is the organization tax exempt? yes [ ] no [ ]
If "Yes", please email a copy to orders@emergencyreporting.com or fax a copy to 888-929-6157.

Dept. NFIRS Email Recipient: ____________________________________________

Agency Codes: If blank please add (Required for setup)

78143  EMS ID:
FDID:

CAD Link & Occupancy Module Setup Contact Name

*CAD Link Setup Contact Name (Fire Dept Contact):
(Only Required if putting CAD link in place to PSAP)

*Phone#: ______________________________________________________________

e-mail: _________________________________________________________________

* Please check one. (New Customer Accounts Only)
For Occupancy Module configuration would you like your setup to be based on NFPA [ ] or ICC [ ]?

* This is for setting up Categories and Subcategories.

** If left blank implementation will default to the ICC settings.

Data Import Information - "Required to Process Order"

If you wish to import any non-NFIRS data and the "import fee" is not a line item on this order form, please contact your sales rep to have the order form updated. Your order cannot be processed until this fee is added to the above products "line item" list. ER doesn't import training records at this time. Otherwise, if you have purchased to have your non-NFIRS data imported, please check the selected areas below so that implementation will be able to assist you appropriately.

Other Imports (Check all that apply - imported for a fee)
[ ] Equipment
[ ] Occupancy
[ ] Hydrants
[ ] Flow Test
[ ] Personnel
[ ] Apparatus

Notes / Comments

Special Order  Please have your dispatch center consult with Southern Software to determine if any additional software is required to be purchase or installed for the Flat File Parser CAD link. The CAD link may take up to 90 to 120 days to develop, test and deploy.

Terms & Conditions

Backdraft OpCo, LLC dba Emergency Reporting ("COMPANY"), and the above-named account ("AGENCY") are entering into an agreement as of the signature date.

Fire & EMS Solution Terms & Conditions

COMPANY shall perform the following services:

PLEASE FAX SIGNED ORDER TO 1-866-929-6157 OR SCAN / E-Mail to orders@emergencyreporting.com

23
2. Maintain collected data to standards set by FEMA’s National Fire Incident Reporting System (NFIRS) and/or the National Emergency Medical Services Information System (NEMESIS), version 3.3.4 or 3.4.0 as supported by your state.
3. Provide EMS export services for states that are officially supported by COMPANY for EMS exports. Due to the number of states that have modified the NEMESIS standard, NEMESIS 3 is not a supported EMS Export type in many cases. State EMS reporting is not supported unless the state is specifically listed on our website.
4. Provide ongoing changes and bug fixes, at no additional charge, to remain in compliance with NFIRS & NEMESIS 3.
5. For supported states and exports (NFIRS, state specific EMS, or other export types) provide email or direct HTTPS download to the necessary recipients. If possible, COMPANY will configure direct submission to the state; if the state prohibits third party submissions, COMPANY will provide Agency with the applicable data for state reporting requirements.
6. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY’s internal policies, federal HIPAA regulations and industry practices regarding security.
7. Provide access to the website by current browser technology as stated here: https://emergencyreporting.com/emergency-reporting-system-requirements/
8. Provide data backup to guard against data loss in the event of catastrophic system failure.
9. Guarantee uptime of 99.9%, as calculated on an annual basis.

The Agency shall be responsible for the following:

1. Maintain an active user list of accounts that are authorized to access the website.
2. Pay all outstanding charges in a timely fashion. Non-timely payment may result in deactivation of service (deactivation will occur with warning to the AGENCY; AGENCY data will be accessible when charges are brought current).
3. Maintain active Internet Service Provider (ISP) services to access the website. ISP charges are not included in this agreement. ISP failures are not the responsibility of COMPANY.
4. Use supported web browsers as listed in the COMPANY website: https://emergencyreporting.com/emergency-reporting-system-requirements/
5. The AGENCY agrees to abide by the Company TERMS OF SERVICE which can be found at: https://emergencyreporting.com/terms-of-service/

Additional CAD Link Terms & Conditions

COMPANY shall perform the following services:

1. Web Service CAD Links - Receive CAD interface data to the following address: https://secure.emergencyreporting.com/WSV1.0/Dispatch/CallCenter.php. COMPANY reserves the right to reject or ignore invalid data.
2. For Flat File Parser (FFP) integration, COMPANY shall provide a cloud service that automates the parsing process and route CAD incident data to your specific account.
3. Provide ongoing changes and bug fixes, to keep the CAD Interface address specified above operational.
4. Supply mapping (alias) tools, submission tracking, and general processing tools to assist in the management of CAD supplied data to COMPANY standards.
5. Ensure appropriate security, privacy, and encryption of data transmitted to and from the website, in compliance with COMPANY’s internal policies, federal HIPPA regulations and industry practices regarding security.

The Agency shall be responsible for the following:

1. Provide clean, valid data for processing, either via text, xml (for Flat File Parser integrations) or web services (for web services direct installations)
2. For FFP integrations, the Agency shall provide a computer to install a SFTP client that shall have access to CAD RMS export file directory where text or xml files are dropped with the following SFTP settings:
   1. SFTP
   2. Port 22
   4. Username and Password setup on time of integration
3. If agency does not supply SFTP client, BDO shall provide client at an additional cost.
4. Agency shall provide technical staff to assist with integration, debugging, networking, and general troubleshooting of CAD link technology and infrastructure.

5. Additional charges from your CAD vendor may apply and should be discussed with that vendor.

6. Once your CAD link is deployed any changes to the format of the file and or changes of the CAD system that result in a rebuilding of the CAD link connection may result in change order fees.

Pricing. The AGENCY agrees to the prices set forth in this agreement. COMPANY reserves the right to modify AGENCY pricing at the billing renewal date and will provide 30 day advance written notice of its intent to do so.

Taxes. As stated in Section 15.4 of the Company TERMS OF SERVICE which can be found at: https://emergencyreporting.com/terms-of-service/, “Unless otherwise stated, our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “Taxes”). You are responsible for paying all Taxes associated with Your purchases. If we have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount shall be invoiced to and paid by You, unless You provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees.

Governing Law. The AGENCY agrees that the rights of user and COMPANY shall be governed by the Laws of the State of Washington, without regard to any conflicts of law, rules or provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be in an appropriate State or Federal Court located in WA State. Notwithstanding the foregoing, if you are a U.S. public entity, these Terms and Conditions will be governed by the laws of the State or Commonwealth in which you are located.

Data Ownership. All data transmitted to the website remains the property of the AGENCY. Retransmission of this data to the necessary state reporting authorities is authorized. Modifying, deleting or other modifications of submitted incident data by COMPANY is prohibited. Scientific research that is based on broad data trends is authorized, but no AGENCY specific data is to be made visible to any third parties.

Statute of Limitation. The AGENCY agrees that any cause of action you may have against COMPANY must be commenced within (2) years after the claim arises.

Termination. Either AGENCY or COMPANY can terminate service at any time upon 30 days written (or email) notice. Future service fees, if any, will be refunded to the AGENCY.

Billing Cycle Start Date. The AGENCY agrees that the billing cycle start date will become effective on the 1st of the following month in which the signed order form is received by COMPANY.

Copyright. The AGENCY recognizes that the COMPANY website is protected under U.S. copyright and trademark law, international conventions and other applicable law. The AGENCY agrees to not license, sell, publish, decompile, reverse engineer, or otherwise deconstruct any portion of COMPANY’s technology.

COMPANY uses computer technology to collect data, and no such technology is 100% reliable at all times. System failures may occur without warning. Although all efforts will be made to prevent such failures, the AGENCY recognizes that these failures are outside the control of COMPANY, and agrees to hold COMPANY, its principals, employees, and agents harmless. If any court holds any portion of this Agreement to be unenforceable, then the remainder of this Agreement shall survive.

Order Agreement

Print Name ____________________________________________
Title ____________________________________________
Phone # ____________________________________________
Email ____________________________________________
Signature ____________________________________________
Date ____________________________________________

Billing Contact:
Invoices and billing related information will be sent electronically to this contract. If left blank ER will use the primary contact information listed at the top of this order form:
Name ____________________________________________
Email ____________________________________________

Would you like to receive a copy of your invoice via mail please check here: Mail [ ]

PLEASE FAX SIGNED ORDER TO 1-866-929-6157 OR SCAN / E-Mail to orders@emergencyreporting.com
TargetSolutions Learning, LLC Agreement/Schedule A

Date: Thursday, September 24, 2020

Client Information

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Sevierville Fire Department (TN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1162 Dolly Parton Parkway</td>
</tr>
<tr>
<td></td>
<td>Sevierville, TN 37862</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary Contact Name</th>
<th>Matt Knowlton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Contact Phone</td>
<td>(865) 389-4297</td>
</tr>
</tbody>
</table>

Agreement Term

<table>
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<th>Effective Date</th>
<th>11/01/2020</th>
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<tbody>
<tr>
<td>Initial Term</td>
<td>12 months</td>
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Melissa Reiner

<table>
<thead>
<tr>
<th>Billing Address</th>
<th>City of Sevierville Accounts Payable</th>
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<tbody>
<tr>
<td></td>
<td>PO Box 5500</td>
</tr>
<tr>
<td></td>
<td>Sevierville, TN 37864</td>
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<table>
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<tr>
<th>Billing Phone</th>
<th>(865) 453-5504</th>
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<table>
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<tr>
<th>Billing Email</th>
<th><a href="mailto:mreiner@seviervilletn.org">mreiner@seviervilletn.org</a></th>
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<tbody>
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<tr>
<td>Billing Frequency</td>
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<tr>
<td>Payment Terms</td>
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Fees

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<th>Price</th>
<th>Sub Total</th>
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</thead>
<tbody>
<tr>
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<td>$80.10</td>
<td>$3,604.50</td>
</tr>
<tr>
<td>TargetSolutions Scheduling</td>
<td>Admin &amp; Part Time</td>
<td>40</td>
<td>$59.00</td>
<td>$2,360.00</td>
</tr>
</tbody>
</table>

Grand Total: $5,964.50

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.
Client Agreement

This Target Solutions Client Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC, d/b/a Vector Solutions ("TargetSolutions"), a Delaware limited liability company, powered by CrewSense, LLC ("CrewSense") and Halligan, Inc. ("Halligan") (collectively referred to herein as "TSL") and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access and Use. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the software as a service ("Services") hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to provide access to and use of the Services by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via Help Desk five (5) days per week at scheduled hours.

1.4. Upgrades and Updates. TSL may update or upgrade the Services at any time at its discretion. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services licensed from TSL, which upgrades and/or updates TSL makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate; and (iv) when purchasing asset inventory management Services, identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

2.4. Additional Service Specific Client Obligations. The following subsections 2.4 (a) and 2.4 (b) apply only if Client is purchasing "Vector Solutions Incident Tracking Service":

(a) Client acknowledges that all notifications it receives from Vector Solutions Incident Tracking Service may contain sensitive personal information and client shall ensure that such information is secured from transmissions and/or disclosure to unauthorized recipients. Client understands that TSL does not control or own the data contained in the notifications. Client agrees that it will be solely responsible for establishing a security system to prevent the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), Client bears the burden and expense of notifying any individual whose sensitive personal information may have been disclosed to the extent required by law. Client further agrees to handle the data in compliance with any applicable federal, state, or local laws or regulations, and that it will monitor employees using the Incident Tracking Service.

(b) Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold TSL and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client and/or any third party due to or arising out of any claim that TSL is a covered entity or business associate, due to Client's use of the Incident Tracking Service.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 3% per year both during the term of this Agreement, as well as for any renewal terms. License fees do not include any shipping, duties, bank fees, sales, use, excise or similar taxes due. If TSL is required to pay any such amounts, Client shall reimburse TSL in full.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars or Canadian Dollars, as applicable to Client's location. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net thirty (30) days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.


4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, translations, compilations, partial copies, modifications, and updates, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Client recognizes that TSL regards the software it has developed to deliver the Services as its proprietary information and as confidential trade secrets of great value. Client agrees not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Authorized Users of Client without the prior written consent of TSL. Client further agrees to treat the Services with at least the same degree of care with which Client treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.
4.3. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content or Services in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third-party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.4. If Client chooses to participate by uploading its information to its shared resource sections of TSL’s website, Client hereby authorizes TSL to share any intellectual property owned by Client (“User Generated Content”) that its Users upload to the shared resources section of TSL’s website with TSL’s third-party customers and users that are unrelated to Client (“Other TSL Customers”); provided that TSL must provide notice to Client’s users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term and Notice.

5.1. Term. The term of this Agreement shall commence on the Effective Date and will remain in full force and effect for the term indicated in Schedule A (“Term”). Upon expiration of the initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a “Renewal Term”), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial or any Renewal Term, access to the Services may remain active for thirty (30) days solely for purpose of Company’s record keeping (the “Expiration Period”). Any access to or usage of the Services following the Expiration Period shall be deemed Client’s renewal of the Agreement under the same terms and conditions.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused, as the case may be), and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.


6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH CLIENT. TSL DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.3. WORKPLACE SAFETY IS YOUR RESPONSIBILITY. THAT DUTY CANNOT BE DELEGATED AND TSL ACCEPTS NO DELEGATION OF THAT DUTY. TSL WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL TSL BE LIABLE TO CLIENT OR TO ANY OF CLIENT’S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, OR REPRESENTATIVES; OR TO ANY THIRD PARTY FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY OR DEATH CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, AGENTS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MIGHT NOT APPLY TO CLIENT.

7.2. Indemnification.

7.2.1 Indemnification by TSL. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.2.2 Indemnification by Client. To the extent permitted by applicable law, Client shall indemnify and hold TSL harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property owned by Client or uploaded to the LMS by Client infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4 Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.
7.7. Export Regulations. All Content and Services and technical data delivered under this agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

7.8. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

7.9. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions Learning, LLC
4690 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Sevierville Fire Department (TN)
1162 Dolly Parton Parkway
Sevierville, TN 37862

By: ________________________________

Printed Name: Brandi Howe

Title: Director of Account Management

Date: ________________________________

By: ________________________________

Printed Name:

Title:

Date: ________________________________
60+ INTEGRATIONS & FEATURES
MORE FIRST ARRIVING CAN DO FOR YOU
CUSTOMER CONTACTS

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<tr>
<th>Prepared By</th>
<th>Proposal Date</th>
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<tbody>
<tr>
<td>Jeff Slmpson</td>
<td>Jul 22, 2020</td>
<td>90 Days</td>
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Company Information

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<th>Contact Name</th>
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<td><a href="mailto:jcgreen@seviervilletn.org">jcgreen@seviervilletn.org</a></td>
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PRICING DETAILS

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<tr>
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<td>$1,437.60</td>
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<td>Subscription license &amp; support, 2+ dashboards ($29.95/month, billed annually)</td>
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<td></td>
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<td>Dashboard Hardware</td>
<td>$299.00</td>
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<td>$1,196.00</td>
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<td>Chromebox, Android or similar device, pre-loaded with First Arriving app, including shipping, HDMI cord and one-year warranty</td>
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Total $3,483.60
**COST AFTER FIRST YEAR FOR 4 LICENSES:** $1437.60
This total includes any existing and new licenses

**CUSTOMER ACCEPTANCE**

<table>
<thead>
<tr>
<th>Customer Signature</th>
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<tbody>
<tr>
<td>Signed Date</td>
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<tr>
<td>Signatory Name</td>
<td>__________________________</td>
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<tr>
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TERMS

Payment
Net 21. Hardware must be prepaid prior to shipping without Purchase Order or specific arrangements in advance. If you need custom payment terms, please email billing@firstarriving.com.

License Agreement - Dashboards
Customer is licensed to use the contracted number of Dashboard subscription licenses during the term of the agreement and subsequent renewal periods. One license is required for each display.

Term & Subscription Discount Options
We offer several options for the term of your agreement including discounts for multi-year subscriptions and prepayment for same. If you are interested in a multi-year agreement, please contact your sales/business development representative for a revised quote.

Standard Agreement & Renewal
Your subscription will renew annually to be due on the anniversary date of your activation.

Multi-Year Agreement Option
Lock in your current license pricing for 2, 3 or 4 years with a multi-year agreement, save 2.5% annually

Multi-Year Agreement with Prepay Savings
Prepay on a 2, 3 or 4-year Subscription and save.
  • Save 5% on a 2-Year Subscription w/Prepay
  • Save 7.5% on a 3-Year Subscription w/Prepay
  • Save 10% on a 4-Year Subscription w/Prepay

Renewal
Dashboard licenses automatically renew for successive twelve (12) month Terms unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change with at least 60 days notice in advance of your renewal term.

Cancellation & Refunds
You may cancel your subscription at any time. The cancellation becomes effective once the prepaid term is up and the account would be due for renewal. You may qualify for a refund only if the
cancellation was due to a documented service issue. Please contact us at billing@firstarriving.com with any questions.

For additional Terms & Conditions, including Website hosting policies, please visit https://www.firstarriving.com/terms-and-conditions/

Download our W9 at https://firedept.link/firstarrivingw9
YOUR SUBSCRIPTION

Your Dashboard subscription period will start on the date your license is activated and accessible to you. Pro-rated licenses will renew on the anniversary date of your initial activation.

Your Dashboard subscription includes all existing and new features/integrations in the First Arriving digital signage platform based on your license level, excluding any third party provider fees (detailed below) and any agreed upon custom development for unique integrations or features specific to your organization. These are always discussed and pre-approved prior to implementation.

Your subscription also includes access to our support center and support team, with email, phone and web-based ticket support.

New feature requests outside of normal support or existing features/integrations are reviewed on a case-by-case basis.

WHAT’S NEXT

Once we receive your signed agreement, we will provide you an invoice and schedule an implementation call. Your subscription will not start until setup is complete and your Dashboard activated. Our average time from contract to launch is 3-7 weeks, depending on the complexity of your setup and integrations. Launch time for multi-agency and enterprise level accounts (10+ dashboards) may vary depending on the scope of your project.

THIRD PARTY SERVICES

Your subscription cost does not include any integration (typically referred to as “API” or “Data Access” fees by third-party software providers. Please check with your First Arriving Sales rep and/or representative from third party vendor to see if any may apply to the integrations specific to your organization. Most integration partners do not charge any or significant additional fees, but your determination will be based on your agreement/plan with them.

MAPPING OPTIONS
First Arriving utilizes ESRI for base mapping (ESRI.com) which specializes in public safety mapping. You may use your own ESRI account, if applicable, for additional layers and features specific to your agency. We also support Mapbox, Here.com and other mapping and GIS platforms. Google StreetView is also an option, which requires a separate Google Maps account, which includes a $200/month credit towards Google Mapping fees and covers most use cases.

**Mapping & Alerting Note:** First Arriving’s Dashboards provide excellent supplemental information for your incident notifications, including general routing and street view provided by third parties, such as ESRI, Mapbox and others. These features rely on a reliable internet connection and updated information from your third party services such as hydrant and other marked locations. These services are provided for you with our Dashboards but you should always rely on your primary dispatch, known best route to incident and other available primary information for the response location. Like any third party app or service, the information displayed on your Dashboards does not replace your primary incident alerting notification resource(s) such as your dispatch center’s system.

**WHAT WE NEED FROM YOU**

During your Implementation process, as well as for ongoing support requests, First Arriving may request “API Keys”, sample data files, access permissions and other requirements for setting up your Dashboards and connecting them to third party services. If you are sharing any information with other agencies’ dashboards, you need to sign a form to grant access.

**CUSTOMER SUCCESS STORIES**

“First Arriving’s Digital Dashboards give our department the ability to take critical data and push that information out to those that need it most. Taking data and making it actionable improves system performance and unit utilization, thus allowing our department to better meet our community’s needs.”

- Deputy Fire Chief Brian Frankel, Prince George’s County (MD) Fire/EMS Department

“The fusion of First Arriving Dashboard technology with our internal leadership has created a means of delivering daily mission-critical information department wide. This has enhanced our situational awareness and strengthened...
our overall delivery of emergency and non-emergency services to the Colerain community.”
- Fire Chief Frank Cook, MPA, CFO, EFO, Fire Chief, Colerain Township (OH) Department of Fire and EMS

Browse More Customer Success Stories | Features & Integration List

60+ INTEGRATIONS & FEATURES

Hundreds of Layout, Data & Display Options

First Arriving Dashboards integrate with a growing list of leading public safety, local government and business focused technologies and platforms, giving you many options to tailor your dashboards what matters most to your agency, business or department.

Don't see your technology partner, service or feature listed? Just ask us and we'll look at adding it or creating a custom content management platform for you.
BROWSE ALL INTEGRATIONS & FEATURE OPTIONS HERE
MORE FIRST ARRIVING CAN DO FOR YOU

Did you know First Arriving provides more technology and marketing services for public safety agencies, businesses and non-profits?

- Custom Websites
- Marketing Agency Services
- Branding & Design
- Video Production
- Advertising Management
- Fire/EMS & Public Safety Recruitment & Retention
- Social Media Management & Marketing

Ask your business development/sales representative, visit FirstArriving.com, email getstarted@firstarriving.com or call 240-667-7755 to learn more today.
OPTIONAL PAYMENT

From: First Arriving, LLC
9555 Kings Charter Drive - Suite K
Ashland, VA 23005

To: Sevierville Fire Department

Optionally, you may pay your quote invoice securely online now with a Credit Card, Checking Account or PayPal. Paying immediately is not required. You will otherwise be invoiced within a few days for standard Check, Purchase Order or online payment processing options.

Payment amount: $3,483.60
**DATE:** October 05, 2020

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

**PRESENTATION:**

2. Effectv-Advertising- May and June-$2,709.25.
3. Cummins Sales and Service-Turbocharger for Solid Waste Truck-Sole Source-$5,050.56.

**REQUESTED ACTION:** Approval and/or ratification of the above-mentioned expenses.
J & P ADVERTISING  
212 S Peters Road, Suite 101  
Knoxville, Tennessee  37923  
Phone 865/691-9090  
Fax 865/690-4967  
debbie@brycclawofficcs.com

Due: October 1, 2020  
Attn: Kelly DeBorg  
Sevierville Golf  

Re: Billboard Rental #7A  

INVOICE NO. 1008  

Monthly lease of billboard #7A, LHR, located at Cedar Ridge Farms, 2 miles NO TN66 at the rate of $650.00 per month. Payment is due the first day of the month in advance. Lease in effect for 24 months. Hang date: March 7, 2020.

October rent $ 650.00  

TOTAL DUE: $ 650.00

THANK YOU!
INVOICE

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INVOICE NOTES

Gross Advertising Total  $1,409.25

Terms: Net 30 Days
Mail to: EFFECTV
        P.O. BOX 415949
        BOSTON, MA 02241-5949

To view and pay your invoices on the web go to https://comcastinvoices.com
CITY OF SEVIERVILLE  
120 GARY WADE BLVD.  
SEVIERVILLE, TN 37862

---

**INVOICE**

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<tr>
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**INVOICE NOTES**

Gross Advertising Total: $1,300.00

Terms: Net 30 Days
Mail to: EFFECTV  
P.O. BOX 415949  
BOSTON, MA 02241-5949

To view and pay your invoices on the web go to https://comcastinvoices.com
**SOLD TO**
CITY OF SEVIERVILLE
ACCOUNTS PAYABLE
PO BOX 5500
SEVIERVILLE, TN 37864-5500

**SHIP TO**
CITY OF SEVIERVILLE
310 ROBERT HENDERSON RD
SEVIERVILLE, TN 37862-1863
CONTACT CURT PRICE 755-2430

---

**DATE** | **CUSTOMER ORDER NO.** | **DATE IN SERVICE** | **ENGINE MODEL** | **PUMP NO.** | **EQUIPMENT MAKE** | **CPL NO.** | **EQUIPMENT MODEL**
--- | --- | --- | --- | --- | --- | --- | ---
18-SEP-2020 | 0508 | | | | | | |

**CUSTOMER NO.** | **SHIP VIA** | **FAIL DATE** | **ENGINE SERIAL NO.** | **PUMP CODE** | **UNIT NO.**
516323 | CUSTOMER PICK UP | | | | |

**REF. NO.** | **SALESPERSON** | **PARTS DISP.** | **MILEAGE/HOURS** | **PUMP CODE** | **UNIT NO.**
OE-100-329114 | IE863 | | | | |

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<td>CECO</td>
<td>3.24</td>
<td>6.48</td>
<td></td>
</tr>
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</table>

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

**TRACKING#**
---

**BILLING INQUIRIES CALL (877) 480-6070**

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

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