AGENDA

BOARD OF MAYOR & ALDERMEN

September 19, 2022 Meeting

Sevierville Civic Center

6:00 P.M.

AGENDA
BOARD OF MAYOR & ALDERMEN

September 19, 2022 Meeting
Sevierville Civic Center
6:00 P.M.
(*Page 1 of 2*)

A. CALL TO ORDER
1. Pledge of Allegiance
2. Invocation

B. ROLL CALL

C. MINUTES – *Board Minutes – September 5, 2022 (Cancelled), August 22, 2022 (Special-Called) and August 15, 2022 (Regular Council)*

D. PUBLIC FORUM
1. Consider approval of **Ordinance O-2022-019 – *3rd reading*** – An Ordinance to amend Chapters 3.0 Uses and Performance Conditions and 9.0 Definitions of the Sevierville Zoning Ordinance – *Dustin Smith*

E. REPORTS – *Monthly Department Reports*

F. COMMUNICATIONS FROM MAYOR & ALDERMEN
New and Promoted Employee Introductions – *Chief Joe Manning and Bryon Fortner*

G. OLD BUSINESS
1. Consider approval of **Ordinance O-2022-019 – *3rd reading*** – An Ordinance to amend Chapters 3.0 Uses and Performance Conditions and 9.0 Definitions of the Sevierville Zoning Ordinance – *Dustin Smith* 1
2. Consider approval of **Ordinance O-2022-020 – *2nd reading*** – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located on West Dumplin Valley Road from AC to IC – *Dustin Smith* 5

H. NEW BUSINESS
1. Consider approval of **Ordinance O-2022-021 – *1st reading*** – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 1213 Ridge Road from LDR to IC – *Dustin Smith* 9
2. Consider approval of Ordinance **O-2022-022 – *1st reading* -** An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 261 West Dumplin Valley from AC to IC – *Dustin Smith* 13
3. Consider approval of **Ordinance O-2022-023** – ***1st reading* -** An Ordinance amending the FY2023-FY2027 Water and Sewer Rate Increases – *Keith Malone* 17
4. Consider approval of **Resolution R-2022-018** – A Resolution directing payment of SCES in-lieu of property tax – *Lynn McClurg* 24
5. Consider approval of **Resolution R-2022-019** – A Resolution adopting Personnel Rules – *Tracy Baker* 27
6. Consider approval of **Resolution R-2022-020** – 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 - *Dustin Smith* 100
7. Consider approval for **purchase of Panasonic Toughbooks** in the amount of $15,820.10 – *Dustin Smith* 104
8. Consider approval of **Tyler Technologies Software** as a Solution Services in the amount of $86,741 – *Dustin Smith* 107
9. Consider approval of **banking services relationship** with Tennessee State Bank – *Lynn McClurg* 144

Continued

AGENDA
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10. Consider approval of approval of **increase in hourly rates for legal services** – *Russell Treadway* 145
11. Consider approval of **Golf Course fertilizer** in the amount of $16,498 – *DJ Lerchen* 146
12. Consider approval of **Golf Course sole source vendor list** – *DJ Lerchen* 150
13. Consider approval to **purchase 13 new Automated External Defibrillators** (AEDs) from Master Medical Equipment in the amount of $18,655 – *Matt Henderson* 153
14. Consider approval to **purchase a replacement Cardiac Monitor/Heart Defibrillator** from ZOLL Medical Corporation, a sole source manufacturer, in the amount of $37,429.82 – *Matt Henderson* 159
15. Consider approval of **fireworks display** for Sevierville Chamber of Commerce, "History and Haunts" – *Matt Henderson* 164
16. Consider approval to **purchase replacement Self Contained Breathing Apparatus (SCBA) equipment** from Municipal Emergency Services in the amount of $114,997 – *Matt Henderson* 171
17. Consider approval of **Retention Agreement** with Napoli Shkolnik PLLC Attorneys to join a lawsuit for cost recovery action for water and wastewater systems for any current or future expenses for testing, treatment, and remediation of PFAS contamination – *Keith Malone* 173
18. Consider approval of **a sewer line connection for the Seymour Volunteer Fire Department** at 101 Ford Hill Lane, Seymour – *Keith Malone* 206
19. Consider approval of **a water and sewer line connection for 440 Gists Creek Road** – *Keith Malone* 213
20. Consider approval of **Contract Amendment 3 with TDOT** for the SR35/449 Project – *Bryon Fortner* 218
21. Consider approval of **purchase of Garbage Compactor** for the Public Works Department in the amount of $33,489 – *Bryon Fortner* 222
22. Consider approval of **purchase of office furnishings for the Public Works facility** in the amount of $12,828 – *Bryon Fortner* 224
23. Consider approval of **purchase of Heavy Duty Tire Machine** for the Fleet Department in the amount of $19,600 – *Bryon Fortner* 226
24. Consider approval of **purchase of pick-up truck** for the Street Department in the amount of $34,254 – *Bryon Fortner* 228
25. Consider approval of **Software Optimization Services** for the Traffic Signal System in the amount of $24,800 – *Bryon Fortner* 238
26. Consider approval of **purchase of Traffic Cones** for the Traffic Control Department in the amount of $14,130 – *Bryon Fortner* 240
27. Consider approval of **purchase of four (4) Zero-turn Mowers** for the Public Works Department in the amount of $49,488.56 – *Bryon Fortner* 242
28. Consider approval to **purchase hardware to outfit police pursuit vehicles** in the amount of $57,977.75 – *Joseph Manning* 244
29. Consider approval to **purchase the Rapid Assault Tool Battery-Powered Entry/Rescue Kit** in the amount of $16,125 – *Joseph Manning* 250
30. Consider appeal of the **determination and order by the Public Officer** that a property maintenance violation has occurred – *Dustin Smith* 257

I. ADJOURNMENT

BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE 37862

September 5, 2022

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

Approved: _____
Robbie Fox, Mayor

Attest: _____
Lynn K. McClurg, City Recorder

BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE
August 22, 2022

A called meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on August 22, 2022 at 9:00 AM.

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

Senior Staff present:
Bryon Fortner, Public Works Director
Keith Malone, Water & Sewer Director
Lynn McClurg, Chief Financial & City Recorder
Russell Treadway, City Administrator

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

PUBLIC FORUM

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

NEW BUSINESS

Mayor Fox recognized Keith Malone, who presented bids for the Allensville sewer improvements project and requested approval of a contract with Hurst Excavating, LLC in the amount of $2,722,513.00. A motion was made by Alderman Koester and seconded by Vice Mayor Rader to approve the contract as presented. Motion carried.

Mayor Fox recognized Keith Malone, who presented a construction management agreement with Jacob's Engineering Group in the not-to-exceed amount of $4,300,000.00 plus $100,000.00 owner's contingency to manage, inspect and oversee the McCroskey Island WWTP expansion project. Malone noted that the agreement spans three years and eight months. A motion was made by Alderman Ohman and seconded by Alderman Helton to approve the agreement as presented. Motion carried.

Mayor Fox recognized Keith Malone, who presented bids for the McCroskey Island wastewater treatment plant expansion project and requested approval of a contract with Judy Construction Co. in the amount of $75,749,000.00. A motion was made by Alderman Helton and seconded by Vice Mayor Rader to approve the contract as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 9:05 AM.

Approved: _____
Robbie Fox, Mayor

Attest: _____
Lynn K. McClurg, City Recorder

BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE
August 15, 2022

A regular meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on August 15, 2022 at 6:00 PM.

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

Senior Staff present:
Tracy Baker, Asst. City Administrator
Bryon Fortner, Public Works Director
Matt Henderson, Fire Chief
Keith Malone, Water & Sewer Director
Lynn McClurg, Chief Financial & 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 Rader and seconded by Alderman Helton to approve the minutes of the August 1, 2022 meeting and to dispense with the reading. Motion carried.

PUBLIC FORUM

Mayor Fox opened the public forum section of the meeting. Fox opened a public hearing on ordinance O2022-018 entitled "AN ORDINANCE TO CLOSE AND ABANDON A PORTION OF RIGHT-OF-WAY, INDUSTRIAL PARK ROAD". There being no comments, the public hearing was closed. There being no comments, the public forum was closed.

REPORTS & COMMUNICATIONS

Mayor Fox noted the submission of monthly reports. Fox stated that the September 5th meeting is cancelled due to the Labor Day holiday and that a called meeting will be held on August 22nd at 9:00 to approve water and sewer contracts. Fox recognized Matt Henderson, who introduced the following new employees: Steven Russell, Ashton Franco, Jared Watson, Devin Martinez, Kelby Carr and Luke Thompson, Fire Department.

OLD BUSINESS

Mayor Fox presented and placed for passage an ordinance O2022-018 entitled "AN ORDINANCE TO CLOSE AND ABANDON A PORTION OF RIGHT-OF-WAY, INDUSTRIAL PARK ROAD". A motion was made by Alderman Koester and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman. Those voting No: None. Those abstaining: Rader. Fox declared the ordinance passed on third and final reading.

Mayor Fox presented and placed for passage an ordinance O2022-019 entitled "AN ORDINANCE TO AMEND CHAPTER 3.0 USES AND PERFORMANCE CONDITIONS & CHAPTER 9.0 DEFINITIONS OF THE SEVIERVILLE ZONING ORDINANCE". A motion was made by Vice Mayor Rader and seconded by Alderman McCroskey to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.

NEW BUSINESS

Mayor Fox presented and placed for passage an ordinance O2022-020 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT WEST DUMPLIN VALLEY ROAD, TAX MAP 008O, PARCELS 036.00. 037.00 AND 001.00 FROM ARTERIAL COMMERCIAL (AC) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT". A motion was made by Alderman Koester and seconded by Alderman Ohman to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on first reading.

Mayor Fox recognized Dustin Smith, who requested approval of the following:

- Amendment to the three-year renewal of Microsoft Enterprise licensing through CDW-G in the revised amount of $79,678.99 per year.

A motion was made by Vice Mayor Rader and seconded by Alderman McCroskey to approve the item(s) as requested. Motion carried.

Mayor Fox recognized Dustin Smith, who requested approval of SynTech Systems, Inc. software and equipment upgrade charges in the amount of $16,380.00 for the Fuel Master system. A motion was made by Alderman McCroskey and seconded by Alderman Koester to approve the expenditures as presented. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of an agreement with the Sevier Aquatic Club for use of City Aquatic Facilities for the 2022/2023 school year. A motion was made by Alderman Koester and seconded by Alderman Helton to approve the agreement as presented. Motion carried.

Mayor Fox recognized Deputy Chief Sam Hinson, who requested approval of an agreement with the Sevier County School System to provide officer coverage in Catlettsburg Elementary School, Northview Junior Academy, Northview Senior Academy, Sevierville Intermediate School, Sevierville Middle School, and Sevier County High School for the 2022/2023 school year. A motion was made by Alderman Koester and seconded by Vice Mayor Rader to approve the agreement as presented. Motion carried.

Mayor Fox recognized Deputy Chief Sam Hinson, who requested approval of a Tennessee Highway Safety Office (THSO) grant in the amount of $63,000.00 for enforcement, equipment, travel and training related to Tennessee Driving Under the Influence Laws. A motion was made by Alderman Helton and seconded by Alderman Ohman to approve the grant as requested. Motion carried.

Mayor Fox recognized Deputy Chief Sam Hinson, who requested approval of the purchase of a Trimble R4sLE GNSS forensics kit from sole source vendor Precision Products in the amount of $10,048.50. A motion was made by Alderman McCroskey and seconded by Vice Mayor Rader to approve the purchase as presented. Motion carried.

Mayor Fox recognized Keith Malone, who presented extension(s) for annual water and sewer supply contracts and recommended approval as follows:

Hauling Stone	Atchley Trucking, LLC

A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the contract extension(s) as presented. Motion carried.

Mayor Fox recognized Keith Malone, who requested approval of the following additional sole source vendor(s) for fiscal year 2023 water and sewer system purchases:

Chemicals	Purate	Water Solutions

A motion was made by Alderman Ohman and seconded by Alderman Koester to approve the sole source vendor(s) as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 6:14 PM.

Approved: _____
Robbie Fox, Mayor

Attest: _____
Lynn K. McClurg, City Recorder

Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider Approval of Ordinance O-2022-019 – *3rd Reading* – An Ordinance to amend Chapters 3.0 Uses and Performance Conditions and 9.0 Definitions of the Sevierville Zoning Ordinance**

PRESENTATION: As presented in the support documentation attached, the proposed Zoning Ordinance amendment is to expand the districts where Upper Floor Residential is an allowed use to: NC, Neighborhood Commercial; IC, Intermediate Commercial; AC, Arterial Commercial; HRO, Historic Residential Office; TCL, Tourist Commercial; and VA, Visitor Accommodation Districts. Additional Standards have also been amended to include certain architectural standards, amenity requirements, entrance requirements, and ADA standards.

These changes were unanimously approved by the Planning Commission at the July 12, 2022 meeting.

REQUESTED ACTION: **Adoption of O-2022-019 on 3rd Reading.**

ORDINANCE NO. O-2022-019

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

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

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

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

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

Section 1. Chapter 3.0 Uses and Performance Conditions Table 3.1 is hereby amended by adding Upper Floor Residential as a Permitted Use in the NC, Neighborhood Commercial; IC, Intermediate Commercial; AC, Arterial Commercial; HRO, Historic Residential Office; TCL, Tourist Commercial; and VA, Visitor Accommodation Districts. *(Attachment A)*.

Section 2. Chapter 3.0 Uses and Performance Conditions Subsection 3.4.2.7 is hereby repealed and replaced with Subsection 3.4.2.7 in *Attachment B*.

Section 3. Chapter 9.0 Definitions is hereby amended by deleting the language (TC Only) from the Upper Floor Residential definition. (*Attachment B)*.

Section 6. This ordinance shall become effective five (5) days from and after its final passage, the public welfare requiring it.

Approved: _____
Robbie Fox, Mayor

ATTEST:

_____
Lynn K. McClurg, City Recorder

Passed on 1st reading: 08/01/2022
Passed on 2nd reading: 08/15/2022
Passed on 3rd reading: _____, 2022

1.0 GENERAL PROVISIONS
2.0 ZONING DISTRICTS
3.0 USES & CONDITIONS
4.0 DEVELOPMENT STANDARDS
5.0 PARKING
6.0 SIGNS
7.0 NON-CONFORMITIES
8.0 ADMINISTRATION
9.0 DEFINITIONS
APPENDIX

TABLE 3.1 USES PERMITTED BY DISTRICT

■	Permitted															
□	Permitted on Review															
♦	Special Exception															
-	Not Permitted	AR A-R	LDR R-1	MDR R-2	HDR R-3	TC	NC C-2	IC C-3	AC C-4	IN M-1	HRO	TCL C-5	VA V-1	MPD		
Agriculture																
Agriculture Tourism Activity		■										■	■	■		
Customary General Farming		■	■	■	■		■	■								
Winery		■								■		■	■	■		
Residential																
Boarding and Rooming Houses				■	■									■		
Live/Work Unit						■	■	■						■		
Mobile Home Park					■		■									
Multifamily				■	■	■	■	■			□	■	■	■		
Single Family		■	■	■	■	♦		■			■		■	■		
Two Family				■	■		■	■			■	■	■	■		
Upper Floor Housing						■	■	■	■		■	■	■	■		
Institutional																
Community & Civic Association Uses					■	■	■	■	■	■				■		
Government			■	■	■	■	■	■	■	■	■	■		■		
Hospital							■	■	■	■				■		
Library						■								■		
Medical Clinics (Specified)							■	■						■		
Museum or Art Gallery						■		■	■			■		■		
Nursing Home					■		■	■		■				■		
Park, Public		■	■	■	■	■	■	■	■	■	■	■		■		
Religious Assembly		■	■	■	■	■	■	■		■	□	■	■	■		
School			■	■	■		■	■						■		
Industrial																
Any industry which does not cause injurious or obnoxious noise, fire hazards or other objectionable conditions										■						
Large Distillery										■						
Mining/Extraction										♦						
Lodging																
Bed and Breakfast Homestay											■			■		
Bed and Breakfast Inn												■	■	■		

3.0 Uses & Conditions

3.4.2 Residential Uses

3.4.2.7 Upper Floor Residential

a. Definition: A building where residential occurs on the second floor or above which contains a kitchen and is at least 450 square feet in floor area.

b. Parking:

1. In the TC district: None.

2. In the HRO, NC, IC, AC, TCL, and VA districts: Two (2) spaces per dwelling unit.

   i. Commercial and Residential parking may be designated separately to ensure safe and adequate spaces for on-site residents.

c. Loading:

1. In the HRO and TC districts: None.

2. In the NC, IC, AC, TCL, and VA districts: As provided for in Section 5.3 of this ordinance.

d. Additional Standards:

1. In the HRO and TC districts: None.

2. In the NC, IC, AC, TCL, and VA districts:

   i. Architectural Standards: Lower commercial and upper residential shall be architecturally different, but complementary through any combination of differing siding materials, bulking, window shapes, colors, changes in roof form and height, and other architectural elements. Box style designs are not permitted.

   ii. Amenity Requirements:

      1. A minimum of half of all upper floor housing units shall be provided with a balcony at least four (4) feet in depth and four (4) feet in length. Balcony requirement may be waived through high-quality design and materials at the discretion of the Development Director.

      2. Recreation shall be provided in the form of a shared courtyard with walkways, green space, and seating or by providing walking trails, seating or picnic areas, and/or playgrounds or ball fields.

   iii. Residential Entrances: Residential entrances shall be distinguishable from commercial entrances by being located on a different side of the building from commercial uses or by being pushed back from the commercial façade line. Residential entrances shall be placed away from loading/receiving docks and dumpster/garbage collection areas. Additionally, residential entrances shall be well lit during both the day and night and shall incorporate high quality landscaping while providing protection from wind and rain through use of canopy or other design tools.

   iv. Height for Setback Incentive: The front setback may be reduced by five (5) feet per story of upper floor housing provided after the second story of the structure. At no time shall the front setback be less than fifteen (15) feet front the front property line.

   v. American with Disabilities Act: To meet ADA requirements, those buildings without elevators may utilize the ground floor for ADA accessible units only.

9.0 Definitions

Upper Floor Residential. ~~(TC Only)~~ A building where residential occurs on the second floor or above, is at least 450 square feet, and contains a kitchen.

Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider approval of Ordinance O-2022-020 – *2nd Reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located on West Dumplin Valley Road from AC to IC**

PRESENTATION: As presented in the Staff report attached, W.C. Whaley, Inc requested the property, located on West Dumplin Valley Road, Tax Map 008O, Group A, Parcels 036.00, 037.00, and 0001.00, be rezoned from Arterial Commercial (AC) to Intermediate Commercial (IC).

REQUESTED ACTION: **Approval of O-2022-020 on 2nd Reading**

ORDINANCE NO. O-2022-020

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT WEST DUMPLIN VALLEY ROAD, TAX MAP 008O, PARCELS 036.00, 037.00, AND 001.00 FROM ARTERIAL COMMERCIAL (AC) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) 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 West Dumplin Valley Road (Tax Map 008O, Parcels 036.00, 037.00, and 001.00), from Arterial Commercial (AC) District to Intermediate Commercial (IC) 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: 08/15/2022
Passed on 2nd reading: _____
Passed on 3rd reading: _____

Development Department
Staff Report to Planning Commission
Rezoning Request – City of Sevierville
407 Business Park

Applicant: W.C. Whaley, Inc.

Owners: Jim Falin, American Iron Works LLC, & Darrell Keen

Staff: Dustin Smith and Kristina Rodreick

Tax ID Number: Tax Map 008O, Group A, Parcels 36.00, 37.00, & 001.00

Current Zone: Arterial Commercial (AC)

Requested Zone: Intermediate Commercial (IC)

Number of Lots: 3

Current Use: Vacant

Proposed Use: Residential and Multi-Family

Notification: City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.

Exhibits: Application and Map.

Request

Rezoning three (3) parcels totaling 3.99 acres +/- from AC (Arterial Commercial) to IC (Intermediate Commercial)

Background

All properties are located within the City Limits

The properties abutting the proposed rezoning area are as follows:

North, East, and West – AC (Arterial Commercial) used for commercial and vacant.

South – IC (Intermediate Commercial) currently vacant.

Staff Comments

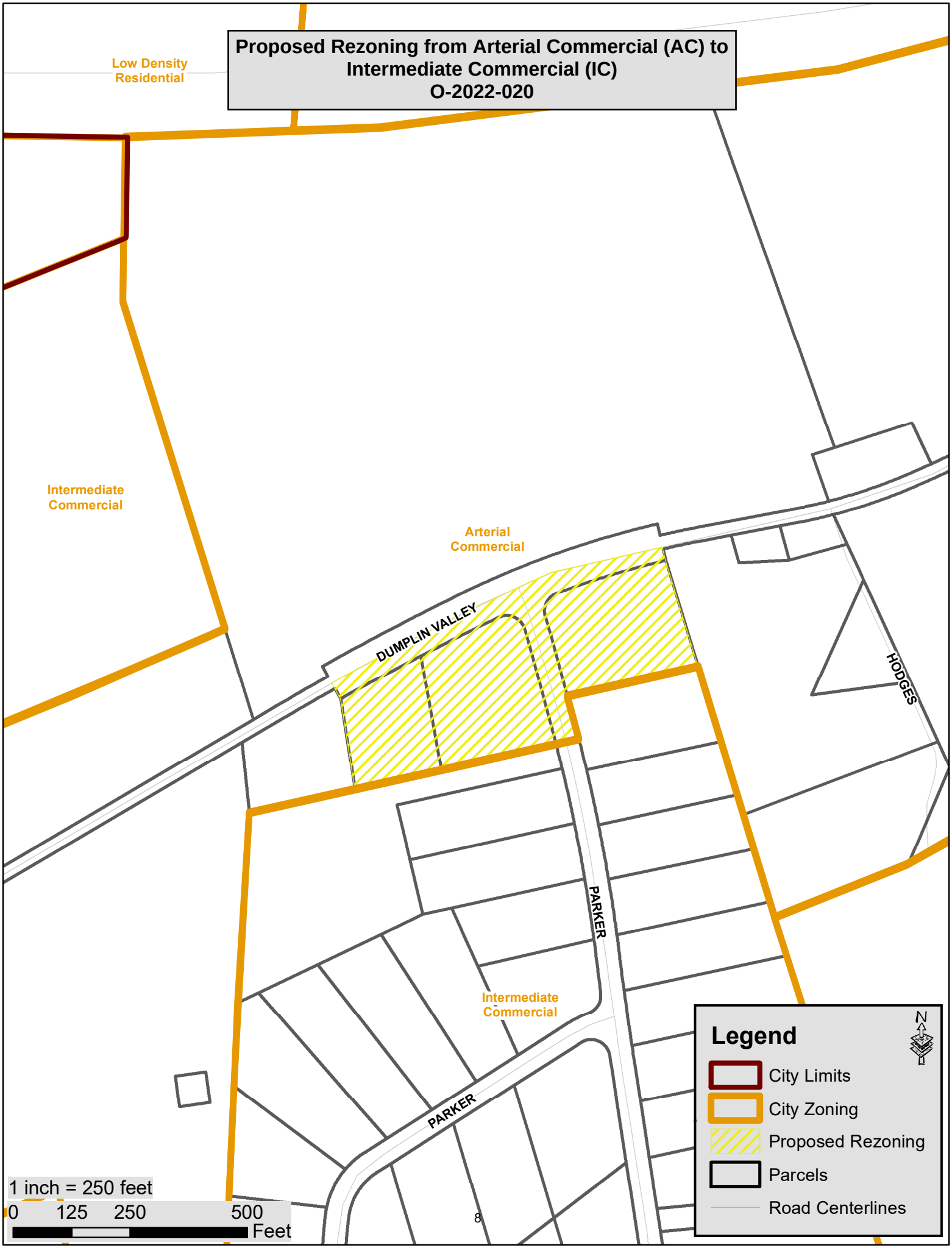
The immediate surrounding area is used for commercial and vacant.

Public Comments

None to date.

Staff Recommendation

The properties are currently zoned Arterial Commercial (AC) and are located off West Dumplin Valley Road. These properties are part of the 407 Business Park Subdivision. The majority of the subdivision is currently zoned Intermediate Commercial (IC). The rezoning will make the subdivision's zoning homogeneous. Staff recommends approval of the rezoning from AC (Arterial Commercial) to IC (Intermediate Commercial).


Proposed Rezoning from Arterial Commercial (AC) to Intermediate Commercial (IC)
O-2022-020
Low Density Residential
Intermediate Commercial
Arterial Commercial
DUMPLIN VALLEY
HODGES
PARKER
Intermediate Commercial
PARKER
Legend
City Limits
City Zoning
Proposed Rezoning
Parcels
Road Centerlines
N
1 inch = 250 feet
0 125 250 500
Feet

Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider approval of Ordinance O-2022-021 – *1st Reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 1213 Ridge Road from LDR to IC**

PRESENTATION: As presented in the Staff report attached, Jon Andrew Ellis requested the property, located 1213 Ridge Road, Tax Map 061, Parcel 90.00, be rezoned from Low Density Residential (LDR) to Intermediate Commercial (IC).

REQUESTED ACTION: **Approval of O-2022-021 on 1st Reading**

ORDINANCE NO. O-2022-021

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT 1213 RIDGE ROAD, TAX MAP 061, PARCEL 090.00 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) 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 1213 Ridge Road (Tax Map 061, Parcel 090.00), from Low Density Residential (LDR) District to Intermediate Commercial (IC) 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: _____
Passed on 2nd reading: _____
Passed on 3rd reading: _____

Development Department
Staff Report to Planning Commission
Rezoning Request – City of Sevierville
1213 Ridge Road

Applicant: Jon Andrew Ellis

Owners: Sandy & Mike Ellis

Staff: Dustin Smith and Kristina Rodreick

Tax ID Number: Tax Map 061, Parcel 090.00

Current Zone: Low Density Residential (LDR)

Requested Zone: Intermediate Commercial (IC)

Number of Lots: 1

Current Use: Residential

Proposed Use: Commercial Landscaping Business

Notification: City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.

Exhibits: Application and Map.

Request

Rezoning one (1) parcel totaling 0.94 acres +/- from LDR (Low Density Residential) to IC (Intermediate Commercial)

Background

All properties are located within the City Limits

The properties abutting the proposed rezoning area are as follows:

North – HDR (High Density Residential) used for multifamily

South – IN (Industrial) and IC (Intermediate Commercial) currently used for industrial and commercial.

East – IN (Industrial) used for industrial.

West – IC (Intermediate Commercial) used for commercial.

Staff Comments

The immediate surrounding area is used for commercial, industrial, and multifamily.

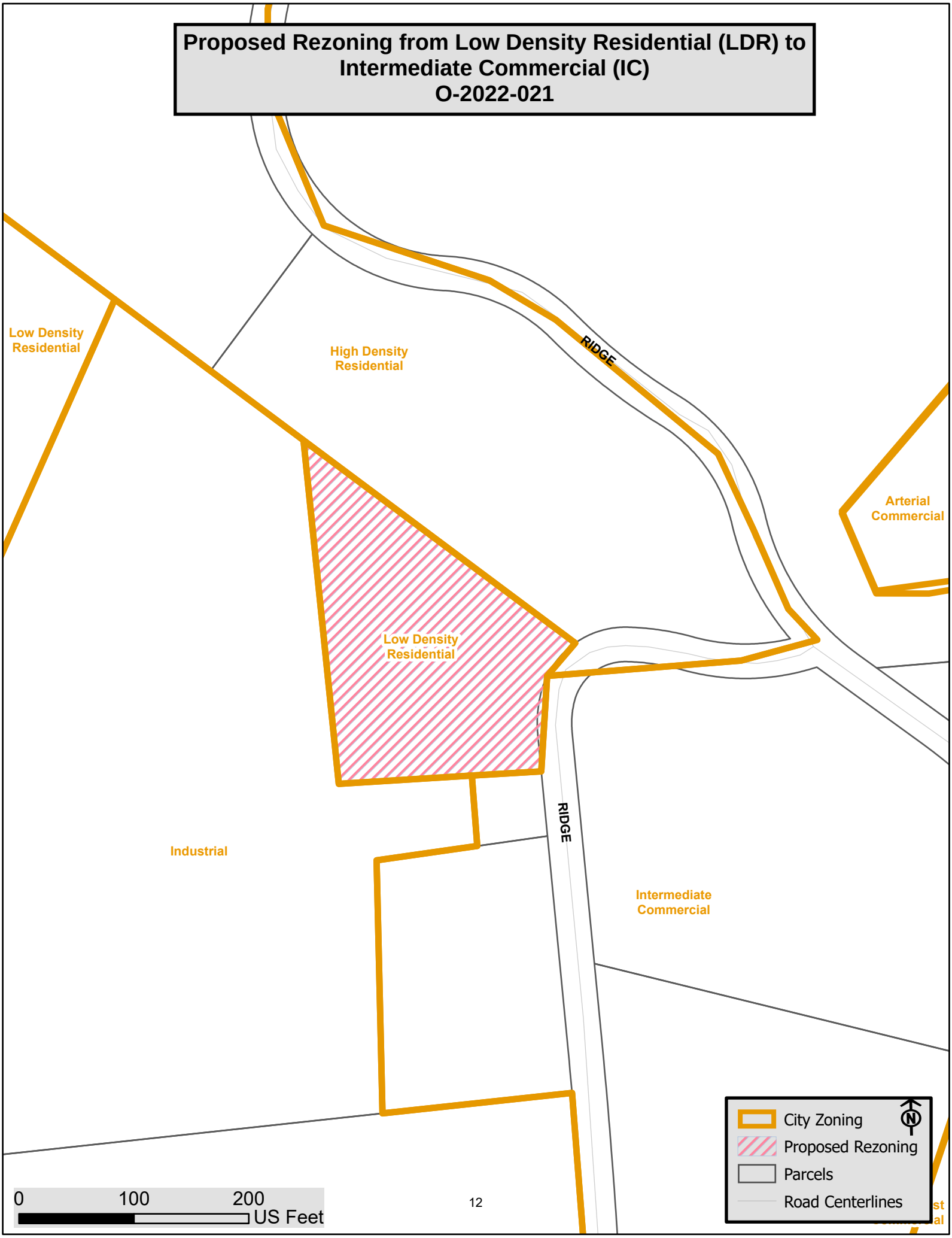
Public Comments

None to date.

Staff Recommendation

The property is located on the west side of Ridge Road near the intersection of Ridge Road and East Ridge Road. The current zone of Low Density Residential (LDR) is a spot zone. Rezoning to Intermediate Commercial (IC) would correct this issue and extend the existing IC zone. Staff recommends approval of the rezoning from Low Density Residential (LDR) to IC (Intermediate Commercial).

Proposed Rezoning from Low Density Residential (LDR) to Intermediate Commercial (IC)
O-2022-021



Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider approval of Ordinance O-2022-022 – *1st Reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 261 West Dumplin Valley from AC to IC**

PRESENTATION: As presented in the Staff report attached, Civil & Environmental Consultants, Inc requested the property, located on West Dumplin Valley, Tax Map 008, Parcel 132.00, be rezoned from Arterial Commercial (AC) to Intermediate Commercial (IC).

REQUESTED ACTION: **Approval of O-2022-022 on 1st Reading**

ORDINANCE NO. O-2022-022

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT 261 W DUMPLIN VALLEY ROAD, TAX MAP 008, PARCEL 132.00 FROM ARTERIAL COMMERCIAL (AC) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) 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 261 W Dumplin Valley Road (Tax Map 008, Parcel 132.00), from Arterial Commercial (AC) District to Intermediate Commercial (IC) 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: _____
Passed on 2nd reading: _____
Passed on 3rd reading: _____

Development Department
Staff Report to Planning Commission
Rezoning Request – City of Sevierville
261 W Dumplin Valley Road

Applicant: Civil & Environmental Consultants, Inc.

Owners: B S & J Enterprises LP

Staff: Dustin Smith and Kristina Rodreick

Tax ID Number: Tax Map 008, Parcel 132.00

Current Zone: Arterial Commercial (AC)

Requested Zone: Intermediate Commercial (IC)

Number of Lots: 1

Current Use: Vacant

Proposed Use: Multifamily

Notification: City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.

Exhibits: Application and Map.

Request

Rezoning one (1) parcel totaling 32.25 acres +/- from AC (Arterial Commercial) to IC (Intermediate Commercial)

Background

All properties are located within the City Limits

The properties abutting the proposed rezoning area are as follows:

North – AC (Arterial Commercial) currently vacant

South – Sevier County

East – AR (Agriculture Residential) used for City Park

West – IC (Intermediate Commercial) used for residential

Staff Comments

The immediate surrounding area is used for commercial and residential. There is growing concern with the traffic capacity the W. Dumplin Valley and Winfield Dunn Parkway intersection can accommodate. Given the proposed use is residential and limited to passenger vehicles versus larger freight vehicles alleviates some of that concern given the alternate route of Douglas Dam Road. The impact to the road and intersection should be considered with any future commercial/industrial development.

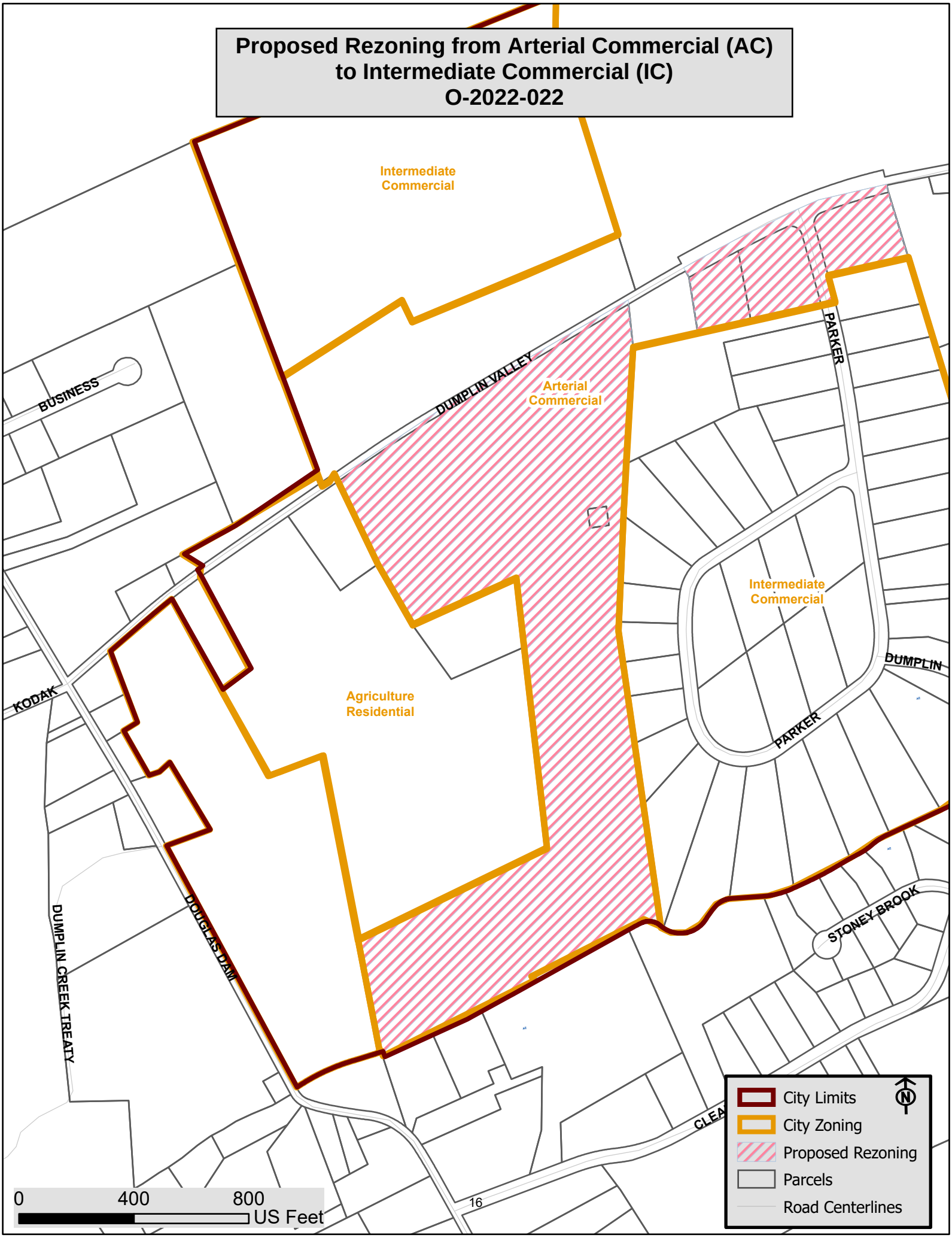
Public Comments

None to date.

Staff Recommendation

The property is located on the south side of W Dumplin Valley Road and to the west of Northview Optimist Park. The current zone of Arterial Commercial (AC) does not allow for multifamily. Rezoning to Intermediate Commercial (IC) would allow for the proposed use and extend the existing IC zone. Staff recommends approval of the rezoning from Arterial Commercial (AC) to IC (Intermediate Commercial).

Proposed Rezoning from Arterial Commercial (AC) to Intermediate Commercial (IC) O-2022-022



Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of **Ordinance O-2022-023 – 1st *reading*** – An Ordinance amending the FY2023-FY2027 Water and Sewer Rate Increases

PRESENTATION: The Board of Mayor and Aldermen previously acted to adopt Ordinance O-2022-012 enacting Water and Sewer Rate Increases. After the first billing cycle of the new FY2023 Rates, we found that there was a mistake in the calculation of the Connection Fees for meter sizes 2" and larger. The historical data that was used to generate the rate schedule included an incorrect multiplier. This caused the 2"-4" meter connection fees to be higher than they should have been and the 8"-12" meter connection fees to be lower than they should have been. All other fees and rates are unchanged.

Attached is the rate schedule showing the corrected and revised Connection Fees.

REQUESTED ACTION: Approval of **O-2022-023** - 1st *reading.*

ORDINANCE NO. O-2022-023

AN ORDINANCE TO AMEND FEES FOR CUSTOMERS OF THE SEVIERVILLE WATER SYSTEM

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

WHEREAS, the Board of Mayor and Aldermen of the City of Sevierville acted to adopt Water and Sewer Rate Increases and,

WHEREAS, connection charges were miscalculated for 2" – 4" and 8" – 12" meter sizes, and

WHEREAS, the City desires to correct the connection charges.

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

SECTION 1. Ordinance no. O-2022-012, Section 1 is hereby amended as follows:

Inside City - Water Connection Charges					
	FY2023	**FY2024**	**FY2025**	**FY2026**	**FY2027**
Meter Size					
5/8" & 3/4"	$9.08	$9.30	$9.53	$9.77	$10.01
1"	$39.82	$40.80	$41.81	$42.84	$43.90
1.5"	$70.56	$72.30	$74.09	$75.92	$77.79
2"	$70.56	$72.30	$74.09	$75.92	$77.79
3"	$101.30	$103.80	$106.37	$109.00	$111.69
4"	$132.04	$135.30	$138.65	$142.07	$145.58
6"	$193.52	$198.30	$203.20	$208.22	$213.37
8"	$255.01	$261.31	$267.76	$274.37	$281.15
10"	$316.49	$324.31	$332.32	$340.52	$348.94
12"	$377.97	$387.31	$396.87	$406.68	$416.75
Volumetric Rate per 1000 gal.	$4.25	$4.36	$4.47	$4.58	$4.69

Inside City - Sewer - Gravity System Connection Charges					
	FY2023	**FY2024**	**FY2025**	**FY2026**	**FY2027**
Meter Size					
5/8" & 3/4"	$11.01	$12.05	$13.27	$14.60	$16.05
1"	$43.99	$48.13	$53.00	$58.31	$64.10
1.5"	$76.97	$84.21	$92.73	$102.01	$112.14
2"	$76.97	$84.21	$92.73	$102.01	$112.14
3"	$109.95	$120.29	$132.46	$145.72	$160.19
4"	$142.93	$156.37	$172.19	$189.43	$208.24
6"	$208.88	$228.53	$251.66	$276.85	$304.33

8"	$274.84	$300.69	$331.12	$364.26	$400.43
10"	$340.80	$372.85	$410.58	$451.68	$496.52
12"	$406.75	$445.01	$490.04	$539.10	$592.62
Volumetric Rate per 1000 gal.	$5.77	$6.37	$7.03	$7.70	$8.42

Inside City - Sewer - Low Pressure System Connection Charges					
	FY2023	**FY2024**	**FY2025**	**FY2026**	**FY2027**
Meter Size					
5/8" & 3/4"	$14.03	$16.38	$19.11	$22.31	$26.04
1"	$49.05	$57.25	$66.82	$77.99	$91.03
1.5"	$84.06	$98.12	$114.52	$133.67	$156.02
2"	$84.06	$98.12	$114.52	$133.67	$156.02
3"	$119.08	$138.99	$162.23	$189.35	$221.01
4"	$154.09	$179.86	$209.93	$245.03	$286.00
6"	$224.13	$261.60	$305.34	$356.39	$415.98
8"	$294.16	$343.34	$400.75	$467.75	$545.96
10"	$364.19	$425.08	$496.16	$579.11	$675.94
12"	$434.22	$506.82	$591.56	$690.47	$805.92
Volumetric Rate per 1000 gal.	$7.38	$8.61	$10.05	$11.73	$13.69

Outside City - Water Connection Charges					
	FY2023	**FY2024**	**FY2025**	**FY2026**	**FY2027**
Meter Size					
5/8" & 3/4"	$17.86	$17.98	$18.11	$18.24	$18.37
1"	$78.28	$78.84	$79.40	$79.97	$80.54
1.5"	$138.71	$139.70	$140.70	$141.70	$142.71
2"	$138.71	$139.70	$140.70	$141.70	$142.71
3"	$199.14	$200.56	$201.99	$203.43	$204.88
4"	$259.57	$261.42	$263.28	$265.15	$267.04
6"	$380.42	$383.13	$385.86	$388.61	$391.38
8"	$501.28	$504.85	$508.44	$512.07	$515.72
10"	$622.13	$626.56	$631.03	$635.52	$640.05
12"	$742.99	$748.28	$753.61	$758.98	$764.39
Volumetric Rate per 1000 gal.	$8.38	$8.44	$8.50	$8.56	$8.62
County Water Line					
Volumetric Rate per 1000 gal.	$4.72	$4.84	$4.96	$5.08	$5.20

Outside City - Sewer - Gravity System Connection Charges					
	FY2023	**FY2024**	**FY2025**	**FY2026**	**FY2027**
Meter Size					
5/8" & 3/4"	$21.08	$22.29	$23.66	$25.04	$26.54
1"	$84.22	$89.06	$94.55	$100.06	$106.05
1.5"	$147.36	$155.83	$165.43	$175.08	$185.56
2"	$147.36	$155.83	$165.43	$175.08	$185.56
3"	$210.50	$222.61	$236.31	$250.10	$265.06
4"	$273.64	$289.38	$307.19	$325.12	$344.57
6"	$399.92	$422.92	$448.96	$475.15	$503.59
8"	$526.20	$556.46	$590.73	$625.19	$662.60
10"	$652.48	$690.01	$732.49	$775.22	$821.62
12"	$778.75	$823.55	$874.26	$925.26	$980.63
Volumetric Rate per 1000 gal.	$11.11	$11.74	$12.44	$13.16	$13.95

Outside City - Sewer - Low Pressure System Connection Charges					
	FY2023	**FY2024**	**FY2025**	**FY2026**	**FY2027**
Meter Size					
5/8" & 3/4"	$26.78	$29.92	$33.50	$37.54	$42.14
1"	$93.63	$104.59	$117.09	$131.23	$147.31
1.5"	$160.49	$179.26	$200.69	$224.92	$252.48
2"	$160.49	$179.26	$200.69	$224.92	$252.48
3"	$227.34	$253.93	$284.29	$318.60	$357.65
4"	$294.19	$328.60	$367.89	$412.29	$462.82
6"	$427.89	$477.95	$535.09	$599.67	$673.16
8"	$561.59	$627.29	$702.29	$787.05	$883.50
10"	$695.29	$776.63	$869.48	$974.43	$1093.84
12"	$828.99	$925.97	$1036.68	$1161.80	$1304.18
Volumetric Rate per 1000 gal.	$14.12	$15.77	$17.65	$19.78	$22.21

SECTION 2: This Ordinance shall be effective immediately on final passage and be retroactive to July 1, 2022 for customer bills affected by the miscalculation.

APPROVED: _____
Robbie Fox, Mayor

ATTEST:_____
Lynn K. McClurg, City Recorder

Passed on 1st reading: _____
Passed on 2nd reading: _____
Passed on 3rd reading:_____

Exhibit A

City of Sevierville

Water and Sewer Department Water and Sewer Rates

FY 2022

All customers shall be assessed a bill for water and/or sewer connection, and a monthly bill based on the gallons of water used in accordance with the following schedules:

Inside City Limits - FY2023 Connection Charges	**Water**	**Sewer - Gravity System**	**Sewer - Low Pressure System**
Meter Size			
5/8" & 3/4"	$8.86	$10.02	$12.02
1"	$38.86	$40.02	$42.02
1.5"	$68.86	$70.02	$72.02
2"	$68.86	$70.02	$72.02
3"	$98.86	$100.02	$102.02
4"	$128.86	$130.02	$132.02
6"	$188.86	$190.02	$192.02
8"	$248.86	$250.02	$252.02
10"	$308.86	$310.02	$312.02
12"	$368.86	$370.02	$372.02
Volumetric Rate per 1000 gal.	$4.15	$5.27	$6.32

Outside City Limits - FY2023 Connection Charges	**Water**	**Sewer - Gravity System**	**Sewer - Low Pressure System**
Meter Size			
5/8" & 3/4"	$17.73	$20.03	$24.04
1"	$77.73	$80.03	$84.04
1.5"	$137.73	$140.03	$144.04
2"	$137.73	$140.03	$144.04
3"	$197.73	$200.03	$204.04
4"	$257.73	$260.03	$264.04
6"	$377.73	$380.03	$384.04
8"	$497.73	$500.03	$504.04
10"	$617.73	$620.03	$624.04
12"	$737.73	$740.03	$744.04
Volumetric Rate per 1000 gal.	$8.32	$10.56	$12.67

NOTES:

1. The above rates **DO NOT** include sales tax, a non-refundable service charge and deposits for all new customer accounts.
2. Effective date of this rate structure is July 1, 2021

Water

Inside City

	2022	2022	2023	2023	2024	2024	2025	2025	2026	2026	2027	2027
	Corrected	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect
Connection Charge												
2"	$ 68.86	$ 98.86	$ 70.56	$ 101.30	$ 72.30	$ 103.80	$ 74.09	$ 106.37	$ 75.92	$ 109.00	$ 77.79	$ 111.69
3"	$ 98.86	$ 128.86	$ 101.30	$ 132.04	$ 103.80	$ 135.30	$ 106.37	$ 138.65	$ 109.00	$ 142.07	$ 111.69	$ 145.58
4"	$ 128.86	$ 158.86	$ 132.04	$ 162.78	$ 135.30	$ 166.80	$ 138.65	$ 170.92	$ 142.07	$ 175.15	$ 145.58	$ 179.47
8"	$ 248.86	$ 218.86	$ 255.01	$ 224.27	$ 261.31	$ 229.81	$ 267.76	$ 235.48	$ 274.37	$ 241.30	$ 281.15	$ 247.26
10"	$ 308.86	$ 248.86	$ 316.49	$ 255.01	$ 324.31	$ 261.31	$ 332.32	$ 267.76	$ 340.52	$ 274.37	$ 348.94	$ 281.15
12"	$ 368.86	$ 278.86	$ 377.97	$ 285.75	$ 387.31	$ 292.81	$ 396.87	$ 300.04	$ 406.68	$ 307.45	$ 416.72	$ 315.04

Outside City

	Corrected	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect
Connection Charge												
2"	$ 137.73	$ 197.73	$ 138.71	$ 199.14	$ 139.70	$ 200.56	$ 140.70	$ 201.99	$ 141.70	$ 203.43	$ 142.71	$ 204.88
3"	$ 197.73	$ 257.73	$ 199.14	$ 259.57	$ 200.56	$ 261.42	$ 201.99	$ 263.28	$ 203.43	$ 265.15	$ 204.88	$ 267.04
4"	$ 257.73	$ 317.73	$ 259.57	$ 319.99	$ 261.42	$ 322.27	$ 263.28	$ 324.57	$ 265.15	$ 326.88	$ 267.04	$ 329.21
8"	$ 497.73	$ 437.73	$ 501.28	$ 440.85	$ 504.85	$ 443.99	$ 508.44	$ 447.15	$ 512.07	$ 450.34	$ 515.72	$ 453.55
10"	$ 617.73	$ 497.73	$ 622.13	$ 501.28	$ 626.56	$ 504.85	$ 631.03	$ 508.44	$ 635.52	$ 512.07	$ 640.05	$ 515.72
12"	$ 737.73	$ 557.73	$ 742.99	$ 561.70	$ 748.28	$ 565.71	$ 753.61	$ 569.74	$ 758.98	$ 573.80	$ 764.39	$ 577.88

Sewer

Inside City - Gravity System

	2022	2022	2023	2023	2024	2024	2025	2025	2026	2026	2027	2027
	Corrected	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect
Connection Charge												
2"	$ 70.02	$ 100.02	$ 76.97	$ 109.95	$ 84.21	$ 120.29	$ 92.73	$ 132.46	$ 102.01	$ 145.72	$ 112.14	$ 160.19
3"	$ 100.02	$ 130.02	$ 109.95	$ 142.93	$ 120.29	$ 156.37	$ 132.46	$ 172.19	$ 145.72	$ 189.43	$ 160.19	$ 208.24
4"	$ 130.02	$ 160.02	$ 142.93	$ 175.91	$ 156.37	$ 192.45	$ 172.19	$ 211.93	$ 189.43	$ 233.14	$ 208.24	$ 256.28
8"	$ 250.02	$ 220.02	$ 274.84	$ 241.86	$ 300.69	$ 264.61	$ 331.12	$ 291.39	$ 364.26	$ 320.56	$ 400.43	$ 352.38
10"	$ 310.02	$ 250.02	$ 340.80	$ 274.84	$ 372.85	$ 300.69	$ 410.58	$ 331.12	$ 451.68	$ 364.26	$ 496.52	$ 400.43
12"	$ 370.02	$ 280.02	$ 406.75	$ 307.82	$ 445.01	$ 336.77	$ 490.04	$ 370.85	$ 539.10	$ 407.97	$ 592.62	$ 448.47

Inside City - Low Pressure System

	Corrected	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect
Connection Charge												
2"	$ 72.02	$ 102.02	$ 84.06	$ 119.08	$ 98.12	$ 138.99	$ 114.52	$ 162.23	$ 133.67	$ 189.35	$ 156.02	$ 221.01
3"	$ 102.02	$ 132.02	$ 119.08	$ 154.09	$ 138.99	$ 179.86	$ 162.23	$ 209.93	$ 189.35	$ 245.03	$ 221.01	$ 286.00
4"	$ 132.02	$ 162.02	$ 154.09	$ 189.11	$ 179.86	$ 220.73	$ 209.93	$ 257.63	$ 245.03	$ 300.71	$ 286.00	$ 350.99
8"	$ 252.02	$ 222.02	$ 294.16	$ 259.14	$ 343.34	$ 302.47	$ 400.75	$ 353.04	$ 467.75	$ 412.07	$ 545.96	$ 480.97
10"	$ 312.02	$ 252.02	$ 364.19	$ 294.16	$ 425.08	$ 343.34	$ 496.16	$ 400.75	$ 579.11	$ 467.75	$ 675.94	$ 545.96
12"	$ 372.02	$ 282.02	$ 434.22	$ 329.17	$ 506.82	$ 384.21	$ 591.56	$ 448.45	$ 690.47	$ 523.43	$ 805.92	$ 610.95

Outside City - Gravity System

	Corrected	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect
Connection Charge												
2"	$ 140.03	$ 200.03	$ 147.36	$ 210.50	$ 155.83	$ 222.61	$ 165.43	$ 236.31	$ 175.08	$ 250.10	$ 185.56	$ 265.06
3"	$ 200.03	$ 260.03	$ 210.50	$ 273.64	$ 222.61	$ 289.38	$ 236.31	$ 307.19	$ 250.10	$ 325.12	$ 265.06	$ 344.57
4"	$ 260.03	$ 320.03	$ 273.64	$ 336.78	$ 289.38	$ 356.15	$ 307.19	$ 378.08	$ 325.12	$ 400.13	$ 344.57	$ 424.08

8"	$ 500.03	$ 440.03	$ 526.20	$ 463.06	$ 556.46	$ 489.69	$ 590.73	$ 519.84	$ 625.19	$ 550.17	$ 662.60	$ 583.09
10"	$ 620.03	$ 500.03	$ 652.48	$ 526.20	$ 690.01	$ 556.46	$ 732.49	$ 590.73	$ 775.22	$ 625.19	$ 821.62	$ 662.60
12"	$ 740.03	$ 560.03	$ 778.75	$ 589.34	$ 823.55	$ 623.23	$ 874.26	$ 661.61	$ 925.26	$ 700.21	$ 980.63	$ 742.11

Outside City - Low Pressure System	**Corrected**	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect	Revised	Incorrect
Connection Charge												
2"	$ 144.04	$ 204.04	$ 160.49	$ 227.34	$ 179.26	$ 253.93	$ 200.69	$ 284.29	$ 224.92	$ 318.60	$ 252.48	$ 357.65
3"	$ 204.04	$ 264.04	$ 227.34	$ 294.19	$ 253.93	$ 328.60	$ 284.29	$ 367.89	$ 318.60	$ 412.29	$ 357.65	$ 462.82
4"	$ 264.04	$ 324.04	$ 294.19	$ 361.04	$ 328.60	$ 403.27	$ 367.89	$ 451.49	$ 412.29	$ 505.98	$ 462.82	$ 567.99
8"	$ 504.04	$ 444.04	$ 561.59	$ 494.74	$ 627.29	$ 552.62	$ 702.29	$ 618.69	$ 787.05	$ 693.36	$ 883.50	$ 778.33
10"	$ 624.04	$ 504.04	$ 695.29	$ 561.59	$ 776.63	$ 627.29	$ 869.48	$ 702.29	$ 974.43	$ 787.05	$ 1,093.84	$ 883.50
12"	$ 744.04	$ 564.04	$ 828.99	$ 628.44	$ 925.97	$ 701.96	$ 1,036.68	$ 785.88	$ 1,161.80	$ 880.74	$ 1,304.18	$ 988.67

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of Resolution R-2022-018 – A Resolution directing payment of SCES in-lieu of property tax.

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. Attached is a worksheet detailing the payment calculations, the methodology of which is identical to FY2022. The balance of the tax equivalent will be deposited into the General Fund of the City of Sevierville.

REQUESTED ACTION: Approval of Resolution R-2022-018.

RESOLUTION R-2022-018

DIRECTING PAYMENT OF TAX EQUIVALENT

WHEREAS, TENNESSEE CODE ANNOTATED SECTION 7-52-304 empowers a municipality to cause to be paid from its electric system revenues for each fiscal year an amount for payments in lieu of taxes, called "tax equivalents" on its electric system and electric operations; and

WHEREAS, the necessary data has been supplied by the electric system of the CITY OF SEVIERVILLE and the calculation of total tax equivalents in the amount of $2,946,344.27 has been made in accordance with the provisions of Tennessee Code Annotated Section 7-52-304;

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

SECTION 1: In accordance with Tennessee Code Annotated Section 7-52-307, the CITY OF SEVIERVILLE hereby directs the Sevier County Electric System to make in-lieu of tax payments for the fiscal year beginning July 1, 2022 to the following taxing jurisdictions:

JURISDICTIONS	AMOUNT
GATLINBURG	$ 11,531.90
PIGEON FORGE	14,405.36
PITTMAN CENTER	4,576.97
SEVIER COUNTY	628,513.69
BLOUNT COUNTY	25,857.28
JEFFERSON COUNTY	8,556.48

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 19th day of September 2022.

APPROVED:_____

Robbie Fox, Mayor

ATTEST:

_____

Lynn K. McClurg, City Recorder

City of Sevierville
Sevier County Electric System
Fiscal Year 2023 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 multipled by the net plant value multiplied by the assessment ratio.

Jurisdiction	Net Investment	Assessment Ratio	Tax Rate	Equalization Ratio	Tax Equivalent
Sevierville	42,161,929.53	0.55	0.4254	1.0000	98,646.27
Gatlinburg	16,680,257.63	0.55	0.1257	1.0000	11,531.90
Pigeon Forge	15,854,458.43	0.55	0.1652	1.0000	14,405.36
Pittman Center	1,309,277.09	0.55	0.6356	1.0000	4,576.97
Sevier County	143,708,847.76	0.55	1.4800	1.0000	1,169,790.02
Blount County	5,912,234.53	0.55	2.4700	0.8150	65,458.93
Jefferson County	1,956,427.50	0.55	2.1900	0.8370	19,724.05
Total					**1,384,133.50**

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 preceeding three fiscal years.
Three year average x .04 provided by Sevier County Electric System **$1,562,210.77**
Total Tax Equivalent to be paid by Sevier County Electric System **$2,946,344.27**

County Distribution: Code 7-52-307(1) 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. **$662,927.46**

Jurisdiction	Net Investment	% of Total Investment	22.5% of Total Allocated
Sevier County	143,708,847.76	94.81%	**$628,513.69**
Blount County	5,912,234.53	3.90%	**$25,857.28**
Jefferson County	1,956,427.50	1.29%	**$8,556.48**
Total	**151,577,509.79**	**100.00%**	**$662,927.45**

Municipality Distribution: Code 7-52-307(2) Tax Equivalent Amounts
The municipality shall allocate to each city taxing jurisdiction, other than itself, in lieu of all taxes....of that city taxing jurisdiction, an amount equal to the equalized property tax rate of such other city taxing jurisdiction multiplied by the net plant value of the electric plant, plus the book value of materials and supplies located within the boundaries of such other city taxing jurisdiction multiplied by the assessment ratio...

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.

Total Tax to be Paid	**$2,946,344.27**	**100.00%**
Gatlinburg	$11,531.90	0.39%
Pigeon Forge	$14,405.36	0.49%
Pittman Center	$4,576.97	0.16%
Sevier County	$628,513.69	21.33%
Blount County	$25,857.28	0.88%
Jefferson County	$8,556.48	0.29%
Sevierville	$2,252,902.59	76.46%

C:\EXCEL\LYNN\BUDGET\SCES In Lieu Tax
7-Sep-22

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of Resolution R-2022-019 - A Resolution adopting Personnel Rules

PRESENTATION: The current Personnel Policy was last comprehensively updated in 2014. This revision addresses necessary amendments and additions due to changes in federal employment law, current practice, and prior amendments to the policy. All changes are highlighted in yellow in the attached policy. This update has been reviewed by the City Attorney.

Notable changes and additions to the policy include:

Article III, Section 3: Expands the Nepotism Policy such that close relatives of the City Administrator, Department Heads, and Board Members are ineligible for hire for full time employment.

Article III, Section 4: Due to changes in State law, residency requirements for public safety employees are not determined geographically, but by response time.

Article III, Section 7: Current full-time employees are ineligible for additional part-time employment with the City.

Article III, Section 14: The probationary period of employment for all employees is expanded from six months to twelve months. Probationary employees will be permitted to take leave after three months of employment.

Article V, Section 13: Employees hired before December 1 (previously July 1) will be eligible for Bonus Pay (Christmas Bonus).

Article VI, Section 10: Previously, visible tattoos were largely prohibited. In accordance with contemporary trends and hiring practices, this stance is being relaxed so that visible tattoos will be allowed, with noted exceptions.

Article VI, Section 11: An updated dress code encourages attire appropriate for the position, rather than listing specific clothing that must be worn on the job.

Article VII: In an effort to emphasize the importance of ethics and good judgement, all sections pertaining to ethics were reorganized together into a single article.

Article VIII, Section 14: Within certain criteria, up to 160 hours of paid parental leave will be provided to full time employees following the birth of a child or finalization of an adoption. This leave will run concurrently with Family and Medical Leave and Tennessee Maternity Leave.

Article XI, Section 2, Part (D): The City's Educational Assistance Plan (Educational Reimbursement) is expanded and further defined to match IRS regulations for benefits and taxation.

Article XIV: The City's Nondiscrimination Policy is expanded to include additional language and terms relative to anti-harassment.

REQUESTED ACTION: Adoption of Resolution R-2022-019.

RESOLUTION NO. R-2022-019

ADOPTING PERSONNEL RULES

WHEREAS, the Board of Mayor and Aldermen of the City of Sevierville did on May 5th, 2014 adopt personnel rules, and

WHEREAS, times and circumstances have brought about the need that those personnel rules be revised and updated.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Sevierville, that the personnel rules, previously adopted on May 5, 2014, be and the same are hereby amended so that from and after passage of this Resolution, the applicable personnel rules hereby adopted and identified as Personnel Rules of the City of Sevierville, dated September 19, 2022, a copy of which is before the Board of Mayor and Aldermen of the City of Sevierville, and incorporated herein by reference as if they were set forth verbatim herein.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage. The Resolution adopted this 19th day of September, 2022, the Public Welfare requiring it.

APPROVED: _____
Robbie W. Fox, Mayor

ATTEST: _____
Lynn K. McClurg, City Recorder

Personnel Policy

City of Sevierville

REVISED SEPTEMBER 2022

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Article I. Policy

Section 1. Policy Statement

(A) The employment relationship between the City and the employee is terminable at the will of either at any time and with or without cause and with or without notice. No policy or provision contained herein shall alter the "at will" nature of the employment relationship between the City and the employee. No employee, officer, agent or representative of the City has any authority to enter into any agreement or representation, verbally or in writing, which alters, amends or contradicts this provision or the provisions in these policies. Any exception to this policy of "at will" employment must be expressly authorized in writing, approved by the Board of Mayor and Aldermen and executed by the officers designated by the Board of Mayor and Aldermen.

(B) None of the benefits or policies set forth in these policies is intended because of its publication to confer any rights or privileges upon employees or to entitle them to be or remain employed by the City. The contents of this document are presented as a matter of information only. These personnel policies are not and do not create a contract of employment, but are a set of guidelines for the implementation of personnel policies. The City explicitly reserves the right to modify any of the provisions of these policies at any time. Notwithstanding any of the provisions within these policies, employment may be terminated at any time, either by the employee or by the City, with or without cause and with or without advance notice.

(C) All City positions are subject to budget review and approval each year by the City Board of Mayor and Aldermen, and all employees' work and conduct must meet standards of performance and behavior as established by the City Administrator. Therefore, reference to regular positions should not be construed as a contract or right to perpetual funding or employment.

(D) These policies are meant to be a minimum standard of acceptable requirements, practices, and procedures that apply to all City employees. Departments Heads may, with approval of the City Administrator, develop written policies for their employees of a stricter or more defined nature based on the needs and activities of their department. Such policies will have the same applicability within the affected departments as the City-wide Personnel Policy.

Article II. General Provisions

Section 1. Guiding Principle/Purpose

The purpose of these policies is to establish a personnel system for the City that will recruit, select, develop and maintain an effective and responsible work force. All appointments of City employees subject to the authority of and exercised by the City Administrator shall be made on the basis of merit, fitness for duty and demonstrated ability. This policy also covers employment, employee benefits, working conditions, work expectations and rules, grievance procedures, position classification, and pay administration. These policies are established under the authority of the Charter for the City of Sevierville, Tennessee, Article VIII, Section 3.

Section 2. Coverage

Unless specifically stated otherwise, the City of Sevierville Personnel Rules apply to all employees, i.e., regular full-time, regular part-time, seasonal, etc.

Section 3. Definitions

(A) Probationary Employee. A person appointed to a regular full-time or part-time position who has not yet completed the probationary period (See Article III, Section 14 of these policies).

(B) Regular Part-time Employee. An employee who is normally scheduled to work less than 40 hours per work period. These employees may be eligible for partial benefits.

(C) Regular Full-time Employee. An employee who is normally scheduled to work a minimum of 40 hours per work period for general City employees, 160 work hours per 28 day work period for Police Officers, and 216 work hours per 28 day period for Fire Fighters..

(D) Exempt Employee. Employees in positions that meet the criteria for exemption under the "Fair Labor Standards Act of 1938 with latest amendments". These positions are not entitled to overtime compensation.

(E) Non-Exempt Employees. Employees in positions that do not meet the criteria for exemption under the "Fair Labor Standards Act of 1938 as amended in March 2004." Employees in this category are entitled to overtime pay for hours worked in excess of their permitted work period maximum. These hours are spelled out in Article V Section 9 of these policies.

(F) Seasonal Part Time Employee. A person appointed to serve in a position for a defined time period (usually less than six months) or a person who works year-round, but is not regularly scheduled. Seasonal employees are not eligible for leave time or other fringe benefits.

(G) Grievance. A claim or complaint based upon an event or condition which affects the circumstance under which an employee works, allegedly caused by misinterpretation, misapplication, or lack of established policy pertaining to employment expectations.

(H) Adverse Action. A demotion, dismissal, reduction in pay, layoff, suspension or an involuntary transfer.

(I) Pay Grade. Vertical differentiation within the City of Sevierville Pay Plan.

(J) Fiscal Year. July 1 through June 30.

(K) Temporary Modified Assignment. Productive work for a defined amount of time that might be available and scheduled for an employee to work within his or her physical or mental restrictions as approved by his or her physician. This duty may or may not be within his or her normally assigned department and will more than likely be different from his or her normally assigned duties or job description. Recommendations for assigned duties and duration may be made by the Department Head and approved by the Human Resources and Risk Managers.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA).

Section 4. Merit Principle

The merit principle refers to the selection of persons based on their fitness and ability for employment and the retention of employees based on their demonstrated appropriate conduct and productive performance.

The City will attempt to follow the following merit system principles in administering its personnel program:

(A) Applicants and employees shall be assured of fair treatment in all aspects of personnel administration without regard to political affiliation, religious creed, gender, sexual orientation, gender identity, marital status, military service, national origin, age, color, race, genetic information, pregnancy status, disabilities, or any other characteristic protected by applicable federal, state, or local laws. Disabled persons shall be given equal consideration in all personnel actions providing their disabilities are not unreasonable barriers to the satisfactory performance of essential job functions. Reasonable accommodations are available if needed for persons with disabilities to perform essential job functions. Individuals shall likewise be treated with proper regard for their privacy and constitutional rights as citizens of the United States and the State of Tennessee.

(B) Employees shall be recruited, selected, trained, and advanced on the basis of their ability, knowledge, skill, and performance.

(C) Employees shall be retained on the basis of the adequacy of their performance. They shall be guided in ways to correct inadequate performance and terminated when inadequate performance cannot be corrected.

(D) Employees shall be protected against coercion for partisan political purposes.

(E) Employees shall receive equitable and adequate pay and benefits; and eligible employees may receive merit pay increases based upon their performance subject to the availability of funds.

(F) The City of Sevierville does not discriminate based on race, color, gender, or national origin pursuant to Title VI of the Civil Rights Act of 1964.

Section 5. Responsibility of the City Board of Mayor and Aldermen

The Board of Mayor and Aldermen shall establish personnel policies and rules, including the classification and pay plan.

The Board of Mayor and Aldermen shall adopt or provide for rules and regulations, resolutions or ordinances concerning personnel policies, and other measures that promote the hiring and retention of capable, diligent, and honest employees under the authority of the Charter for the City of Sevierville, Tennessee, Article VIII, Section 3.

The Board of Mayor and Aldermen shall prescribe the office hours, workdays, and holidays to be observed by the various offices and departments of the City.

Section 6. Responsibility of the City Administrator

The City Administrator shall be responsible to the Board of Mayor and Aldermen for administration and maintenance of the position classification plan and the pay plan, and shall appoint, suspend, and remove all City officers and employees except those elected by the people or whose appointment is otherwise provided by law or by the City Charter. The City Administrator shall: recommend rules and revisions to the personnel system to the Board of Mayor and Aldermen for consideration; make revisions to the position classification plan; prepare and recommend revisions to the pay plan to the Board of Mayor and Aldermen for approval; determine which employees are exempt and non-exempt from the FLSA; establish and maintain a roster of all persons in the City service, setting forth each officer and employee, title of position, pay, and changes in title and status, and such other data as may be deemed desirable and useful; develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the City; develop and coordinate training and educational programs for City employees; investigate periodically the operation and effect of the personnel provisions of this policy and at least annually report the findings and recommendations to the Board of Mayor and Aldermen; maintain an organizational chart of all City classified positions; and perform such other duties in connection with a modern personnel program as are required. All matters dealing with personnel shall be routed through the Human Resource Manager in coordination with the City Administrator, who shall maintain a complete system of personnel files and records. (The City Administrator may perform any or all of these duties and responsibilities or assign them to a staff employee).

Section 7. Amendments to These Policies

These policies will be considered for periodic review and shall be maintained in a standard format, which will be accessible to all employees and other authorized personnel. Personnel policies may be amended by vote of the Board of Mayor and Aldermen. Proposed amendments may originate within staff, Board of Mayor and Aldermen, or a combination of the two.

Article III. Recruitment and Employment

Section 1. Commitment to Diversity

It is the policy of the City to foster, maintain, and promote equal employment opportunity. The City shall select employees on the basis of the applicant's qualifications and without regard to age, gender, sexual orientation, marital status, gender identity, race, color, creed, religion, national origin, genetic information, pregnancy status, disability, or any other characteristic protected by federal, state, or local laws. Applicants with disabilities shall be given equal consideration with all other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of duties.

Section 2. Implementation of Equal Employment Opportunity Policy

All personnel responsible for recruitment and employment shall continue to review regularly the implementation of this personnel policy and relevant practices to assure that equal employment opportunity based on reasonable performance-related job requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of political affiliation, religious creed, gender, sexual orientation, gender identity, marital status, military service, national origin, age, color, race, genetic information, pregnancy status, disabilities, or any other characteristic protected by applicable federal, state, or local laws. Notices with regard to equal employment matters shall be posted in conspicuous places in or on City buildings.

The City will not knowingly employ any person who is or becomes an unauthorized immigrant. In compliance with the Immigration Reform and Control Act, all employees hired after November 6, 1986, regardless of national origin, ancestry, or citizenship, must provide suitable documentation to verify identity and employability. This documentation must be provided before employment.

Section 3. Limitation of Employment of Relatives

A. Purpose:

The ability of relatives of certain employees to be hired by the City and of relatives to work closely together in some instances shall be restricted so as to prevent the potential for adversely impacting the safety, security, morale, or efficiency of supervision of other employees due to a potential conflict of interest.

Definitions:

1. "Close Relative" means a person who is related to the principal person as a spouse, child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew or niece by blood, brother-in-law, sister-in-law, "step" relatives and adoptive ones. The brother-in-law and sister-in-law restriction does not include the husband or wife of an existing employee's spouse's sister or brother.

2. Department: an operational unit of the City consisting of the following designated departments:

    1. City Administration
    2. Finance
    3. Fire
    4. Police

5. Parks and Recreation
6. Development and Information Services
7. Convention Center
8. Golf
9. Public Works
10. Water Department
11. Or such other department(s) as may from time to time be hereinafter designated by the Board of Mayor and Aldermen of the City of Sevierville.

B. Prohibition:

No close relatives of currently serving members of the Board of Mayor and Aldermen, the City Administrator, or the Department Heads shall be hired in any full time capacity, notwithstanding any individuals meeting this description already in full time employment with the City prior to October 1, 2022.

No person shall be employed by the City of Sevierville for a position in any department of the City of Sevierville, as above defined, where there is already employed by the City of Sevierville, a City employee who would fall within the definition of a "close relative" as set forth above.

When any two employees become married to each other, and the result of which is that those two married persons then would be working within the same department, as defined above, one of them will be required to terminate his or her employment with the City of Sevierville. If the employees fail to determine which of the two will terminate his or her employment within two weeks from the day of the wedding, the less senior of the two employees will be terminated.

Failure to disclose a covered relationship may result in the immediate termination of both employees.

Situations not specifically addressed in this policy which, in the City's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the City's discretion.

C. Part Time Employees:

This policy does not apply to part time employees, except that such employees may not directly supervise or be supervised by a close relative as defined above, any appearances of conflict of interest notwithstanding.

Section 4. Recruitment and Response Time Requirements

(A) It is desirable for all employees to reside within the City limits or reasonable commuting distance. However, candidates for employment shall be recruited from as wide a geographic area as necessary to assure obtaining well-qualified applicants.

(B) All Police Department sworn officers must reside in an area such that the maximum driving response time to return to the Police Department is 45 minutes. To be eligible for the take home car program, the officer must reside within a 15 mile radius of the Police Department.

(C) All certified Fire Department employees must reside in an area such that the maximum driving response time to return to Fire Department Station Headquarters is one hour.

Section 5. Job Announcements

Employment announcements shall contain assurances of equal employment opportunity and shall comply with federal and state statutes regarding discrimination in employment matters. Notice of Full-time or Part-time vacancies will, at a minimum, be posted at designated conspicuous sites within City buildings for ten calendar days and on the City's website. Notices shall also be advertised in professional publications and other outlets for recruitment, as deemed appropriate for the position.

Section 6. Applications for Employment

Applications for employment will be accepted at all times. Each applicant will be required to indicate the position(s) being applied for on the application. Applications will remain active for a period of six (6) months.

After the active period of six months, applications shall be kept in a reserve file in accordance with Equal Employment Opportunity Commission guidelines.

Section 7. Eligibility for Internal Secondary Employment

Currently employed full time employees shall not be eligible for additional part time employment in any capacity by the City.

Section 8. Qualification Standards

(A) Employees shall meet the employment standards established by the position classification plan and job description.
(B) Qualifications shall be reviewed periodically to assure that requirements are fair and conform to the actual job performance requirements.
(C) The City may employ an applicant in a trainee capacity that does not meet all minimum qualifications for a particular job if the deficiencies can be eliminated through orientation and on-the-job training.

Section 9. Selection

Department heads shall make such investigations and shall conduct such examinations as deemed appropriate to assess fairly the aptitude, education and experience, knowledge and skills, character, physical fitness, and other qualifications required for positions in the service of the City. These examinations may consist of medical, skills based, job knowledge and/or physical strength and agility tests. All selection devices administered by the City or by persons or agencies for the City shall be valid measures of bona fide occupational qualifications. The City will make reasonable accommodations in the application process to applicants with disabilities making a request for such accommodation. Before any commitment is made to an applicant or City employee, the Department Head shall submit a completed application form or resume with documentation of completed reference checks to the City Administrator with a recommendation as to the applicant to fill the position and the rate to be paid.

Section 10. Background Checks

Every prospective employee, as part of the employment application process, shall undergo a background check conducted by the City of Sevierville Police Department or other agencies as the City Administrator deems appropriate.

All prospective Firefighters, Police Officers and Communication Officers (Regular and Reserve) will be subject to a post offer of employment psychological test in accordance with State Law and will be subject to the departmental background check.

Section 11. Driving Background Checks

The City of Sevierville seeks to safeguard its employees and others when driving a motor vehicle is required to conduct business. As noted in the employee handbook under Article III, Section 10, and in compliance with our Automobile Liability coverage, motor vehicle record checks will be conducted on employees who will be covered by company insurance on an annual basis. A satisfactory driving status would be no more than one moving violation in the past 12 months.

Unsatisfactory driving records include but are not limited to:

- Suspended or revoked license.
- Three or more moving violations in the past 36 months.
- Any violations involving drugs, alcohol, controlled substances, etc. within the past 24 months.
- Leaving the scene of an accident within the past 24 months.
- Reckless driving within the past 24 months.
- At fault in an accident resulting in fatality or serious injury within the past five years.

Any covered employee without a valid driver's license will not be allowed to operate a company vehicle or drive on behalf of the City of Sevierville. If driving is an essential job function and the employee cannot be reasonably accommodated, employment may be terminated.

If an existing employee has a valid driver's license but the employee's driving record falls at or below acceptable status criteria (defined above), the employee will be placed on probationary status and will be subject to the requirements of that status until the end of the probation. If a subsequent periodic motor vehicle record check reveals further violations, the City of Sevierville will review the specific circumstances surrounding the individual and determine appropriate action.

Prospective employees with unsatisfactory driving records shall not be eligible for employment.

Section 12. Recruitment by Examination

The City Administrator or his designee will make such investigations and conduct such examinations as deemed appropriate to assess the aptitude, education and experience, knowledge and skills, physical fitness, and other qualifications required for positions in the service of the City. The City may utilize various testing formats and resources.

Please refer to the City's Drug and Alcohol policy for information about pre-employment testing.

Types of Examinations:

The examinations held to establish eligibility and fitness for any position may consist of one or more of the following types of examinations as determined by the City Administrator. The City Administrator will make

reasonable accommodations in the examination process to disabled applicants requesting such accommodations.

1. Written Test: This test, when required, includes a written demonstration designed to show the applicant's familiarity with the knowledge involved in the class of positions to which he/she is seeking a position.
2. Oral Test: This test, when required, includes a personal interview where the ability to deal with others, to meet the public, and/or other personal qualifications are to be evaluated. An oral interview may also be used in examinations where a written test is unnecessary or impractical or as reasonable accommodation to someone unable to take a written test because of a disability.
3. Performance Test: This test, when required, involves performance tests as would aid in determining the ability and manual skills of applicants to perform the work involved. The performance test may be given a weight in the examination process or may be used to exclude from further consideration applicants who:
   a. Cannot perform the essential functions of a specific position due to a disability that cannot reasonably be accommodated.
   b. Pose a direct threat to themselves or others.
   c. Are unable to perform the essential functions of a specific position due to a temporary condition or disability not protected by ADA.
4. Physical Agility Test: When required, this consists of job-related tests of body conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.
5. Psychological Test: When required, this includes any test to determine mental alertness, general capability of the applicant to adjust his/her thinking to new problems, or to ascertain special character traits and attitudes.
6. Personality Test: When required, a personality inventory is an assessment tool used to determine which of these personality types a person falls into: extroverted, introverted, thinking, feeling, sensing, intuitive, judging, and perceptive. It is used as part of a self-assessment done for career planning purposes.
7. Drug Testing: Pre-employment testing will be conducted on all positions. Non-negative results on the drug test may result in an applicant being denied employment.

With the approval of the City Administrator, any employees of the City may be required by their department head to undergo periodic "fitness for duty" examinations to determine their physical and mental fitness to continue to perform the work of their positions. This periodic examination shall be at no expense to the employee. A physician designated by the City Administrator will make a determination of physical and/or mental fitness.

Section 13. Oath of Office

Before taking office (or position) with the City of Sevierville, every employee shall take, subscribe to, and file with the City Recorder the following oath:
"I, _____, do hereby solemnly swear to honestly, effectively, and impartially execute the duties of _____and to support and defend the Constitution of the United States of America, the Laws of the State of Tennessee, and the Ordinances of the City of Sevierville to the best of my skill and ability, so help me God."

Section 14. Probationary Period of Employment

An employee appointed to a full-time position shall serve a probationary period of 12 (twelve) months. This time period is to be considered a continuation of the selection process and should be used as such. This is the time when the employer determines if the appointee is right for the position and the appointee can determine if the position is right for him or her. It is a period of training and adjustment. An employee serving a probationary period following initial appointment may be dismissed at any time during the probationary period. Even after the probationary period, no employee is guaranteed indefinite continued employment. Employees will remain "at will employees" following conclusion of any probationary period.

An employee serving a probationary period following a movement to a different job within the City shall be demoted as provided in Section 15 of this article or terminated if unable to perform assigned duties of the new job satisfactorily. Before the completion of the probationary period, the Department Head shall indicate in writing via the appropriate form to the City Administrator that:

1. the Department Head or a designee has discussed the new employee's progress, accomplishments, strengths, failures, and weaknesses with the new employee; and
2. whether or not the new employee is performing satisfactory work; and
3. whether or not the employee should be retained.

Employees serving a probationary period following initial hiring in a regular position shall receive all benefits provided in accordance with these policies with the following exceptions or as otherwise provided:

1. A new employee may accumulate vacation leave but shall not be permitted to take vacation leave during the first three months of the probationary period unless the denial of such leave shall create an unusual hardship. Under such circumstances, vacation may be granted only with the approval of the Department Head, as negotiated during the pre-employment process.
2. Full time employees hired on or after December 1 will not be eligible for a full time bonus pay for that calendar year.

Section 15. Demotion

Any employee whose work in his or her present position is unsatisfactory or whose personal conduct is unsatisfactory may be demoted provided the employee shows promise of becoming a satisfactory employee in another position. Such a demotion will usually be preceded by the warning procedures outlined in Article IX, Section 1(A), 1(B), or 1(C) of these policies, whichever is applicable, but the City retains authority to demote without warning if it deems it appropriate under the circumstances. An employee who wishes to accept a position with less complex duties and responsibility may request a voluntary demotion and be demoted for reasons other than unsatisfactory performance of duties or failure in personal conduct.

Representative causes for demotion because of failure in work performance, failure in personal conduct, or failure to follow the guidelines of the City of Sevierville Safety and Health Program are listed in Article IX, Sections 1(A), 1(B), and 1(C) of these policies.

See Article V, Section 8(A) for Pay Rates regarding Demotion.

Section 16. Transfer

If a vacancy occurs and an employee in another department is eligible for a transfer and is selected, the department head wishing to hire the employee shall request the transfer, subject to the approval of the City Administrator.

(1) An employee in a probationary period is not eligible for internal transfers to another department.

(2) An employee who has successfully completed a probationary period may be transferred to a different department and will be subject to a probationary period for the new position but will maintain all benefits.

See Article V, Section 8(B) for Pay Rates regarding Transfer.

Section 17. Reinstatement of Employment

A re-employed or reinstated employee will be paid at a salary rate within the approved salary range for the position in which he/she is reinstated, provided that separation was not for disciplinary reasons and that the employee gave at least two weeks' notice prior to leaving. Accrued benefits will not be reinstated.

Article IV. Classification Plan

Section 1. Adoption

The position classification plan set forth in this Article is hereby adopted as the position classification plan for the City. The position classification plan is available for review in the Human Resource Manager's office.

Section 2. Allocation of Positions

The City Administrator shall allocate each position covered by the classification plan to its appropriate pay grade in the Position Classification Plan. Position descriptions are prepared and maintained for each position in the City. These are reviewed and revised as needed.

Section 3. Administration of the Position Classification Plan

The City Administrator or his designee shall be responsible for the administration and maintenance of the position classification plan so that it will accurately reflect the duties performed by employees in the pay grades to which their positions are allocated. Department heads shall be responsible for bringing to the attention of the City Administrator (1) the need for new positions, and (2) material changes in the nature of duties, responsibilities, working conditions or other factors that may affect the classification of any existing positions.

When the City Administrator finds that a substantial change has occurred in the nature or level of duties and responsibilities of an existing position, the existing pay grade specification may be revised and reallocated to the appropriate pay grade within the existing classification plan; or the position classification plan may be amended to establish a new pay grade to which the position may be allocated.

Article V. The Pay Plan

Section 1. Adoption

The schedule of pay grades, as set forth in the City's budgetary documents is hereby adopted as the pay plan for the City. The pay plan shall include all pay grades of positions included in the classification plan. These budgetary documents are available for review in the Human Resource Manager's office.

Section 2. Maintenance of the Pay Plan

The City Administrator shall be responsible for the administration and maintenance of the pay plan. The pay plan is intended to provide equitable compensation for all positions reflecting differences in duties and responsibilities, comparable rates of pay for positions in private and public employment in the area, changes in the consumer price index and the labor market, the financial conditions of the City, compliance with FLSA, and other factors. To this end, the City Administrator shall each year prior to preparation of the annual budget make comparative studies of all factors affecting the levels of pay grades, including internal relationships between positions, to reduce or eliminate any inequities and shall recommend to the Board of Mayor and Aldermen such changes in pay grades as appear to be warranted.

Periodically the City Administrator may feel that substantial change has taken place in the organization and labor market and may, with the Board of Mayor and Aldermen's approval, contract for a complete review of all City positions, personnel policies, pay and benefits by an outside consultant or agency.

Section 3. Pay Plan Application Rules

The pay plan is designed to provide fair compensation for work performed. As such, it provides a reasonable path for salary growth for those employees that meet performance standards relevant to their job. No increases are guaranteed, but rather the result of continued improvement in one's job performance.

The following rules are designed to promote the objectives of the plan:

1. There are five pay schedules in the pay plan. These are:
    a. General
    b. Water (operational personnel)
    c. Police (uniformed personnel)
    d. Fire (uniformed personnel)
    e. Executive

2. Except for the executive schedule, each plan consists of grades and steps. Jobs are classified by grade depending on a variety of factors including required knowledge, skills and abilities as well as other factors.

3. Each grade level consists of 8 steps. Steps 1 and 2 are further divided into half-steps (1, 1.5, 2, and 2.5). These steps are referred to as "Progression Steps." Steps 3 through 8 are referred to as "Merit Steps."

4. Progression Steps are designed to recognize newer employees (and those promoted into higher grades) who are making acceptable progress towards full competency in their job performance. On

their position anniversary dates, employees in these steps will be reviewed by their supervisors and department heads. Those judged to be making satisfactory will receive a half-step increase beginning the first pay period after the progress step is awarded. (There will be no "back-pay" should a department head fail to submit the progress step recommendation in a timely manner.) Employees in the Progression Steps will still be evaluated as part of the annual evaluation process.

There is no preset time frame for advancement through the Progression Steps. Employees are expected to make reasonable progress based on continued improvement in their performance. Only those employees improving as expected should be considered for Progression Step advancement. For those not performing as expected, step increases should be withheld. Consideration should be given to termination, demotion, or reassignment for those employees not making reasonable progress.

Employees exhibiting exceptional progress may receive Progression Step increases of two half-steps with the approval of the department head. Exceptional progress is defined as progress towards full competency at a rate significantly faster than what might normally be expected or observed in others.

Employees who have been promoted or reclassified shall be considered for progression step increases upon the anniversary date of the promotion or reclassification.

5. Merit Steps are designed to recognize superior and exemplary performance by employees who have mastered the essential job functions of their position. Employees at Step 3 and above in their respective grades are eligible for Merit Step increases. This merit pay increase may be granted if it will not exceed the maximum pay rate for the pay grade of their position. For employees who are at the maximum pay rate for the pay grade of the positions, a lump sum merit increase may be given. Merit can be earned by superior performance, superior productivity, or unique contributions that benefit the City. Merit awards are based upon the annual evaluation for the previous calendar year and shall become effective the first pay date after July 1.

   Whereas progression steps are based solely on the individual's performance in relation to their own potential, determination of merit requires comparing an employee's performance to that of their peers. Such performance must be judged as superior to that of their peers. Merit increases are not to be assumed or promised, nor are they to reward favored employees.

6. Pay schedules may be adjusted annually as part of the budget process. Such adjustments shall be based on a number of factors including the City's ability to fund such adjustments.

Section 4. Use of Pay Grades

Pay grades are intended to furnish administrative flexibility in recognizing individual performance among employees holding positions in the same pay grade by rewarding employees for meritorious service.

The minimum rate established for the pay grade is the normal hiring rate, except in those cases where unusual circumstances appear to warrant appointment at a higher rate. Above-the-minimum appointments will be based on factors such as the qualifications of the applicant being higher than the desirable education and experience for the position, a shortage of qualified applicants available at the minimum rate of pay

within a grade, or the refusal of qualified applicants to accept employment at the minimum rate of pay or other similar factors.

Each pay grade may be considered to be divided into quartiles. In situations meriting an offer of starting pay at a rate other than the minimum rate of pay within a grade, starting rates of pay for new employees shall be determined as follows:

A)	1st Quartile:	Department Head
B)	2nd Quartile:	Department Head and Human Resources Manager
C)	3rd Quartile:	City Administrator
D)	4th Quartile:	City Administrator

All conditional offers of employment must be approved by the City Administrator.

Section 5. Payment at a Listed Rate

All employees covered by the pay plan shall be paid at a fixed step rate within the pay grade established for their respective positions except for employees in a "trainee status" or employees whose present pay is above the established maximum rate for their pay grade following transition to a new pay plan.

Section 6. Pay of Trainee

An applicant hired or an employee transferred to a position in a higher pay grade, who does not meet all the established requirements of the position, may be appointed at a rate in the pay plan below the minimum established for the position. In such cases, a plan for training, including a time schedule will be prepared.

Trainee pay rates may be no more than 10% below the minimum pay established for the position for which the person is being trained. An employee in trainee status will remain at a determined rate of pay until the department head determines that the trainee is qualified to assume the full responsibilities of the position. The department head shall review the progress of each employee in a trainee status every three (3) months or more frequently as necessary, to determine when the trainee is qualified to assume the full responsibilities of the position. A trainee shall not be in such status for longer than one (1) year.

Section 7. Interim Pay

A position which is vacant for at least two weeks may be filled on an interim basis by a lesser-graded existing employee.

A temporary increase to an employee's pay may be provided for taking on an interim assignment; however, it is not required. Interim pay may be established at two steps above the employee's current rate of pay or at the base rate of the vacant position, whichever is more. Interim assignment pay is a temporary adjustment to an employee's base salary and is not considered additional compensation.

Interim designation and anticipated timeframe must be established by the Department Head and City Administrator prior to the assignment of any additional pay. Interim pay shall not be awarded retroactively. An interim assignment shall not last longer than one year.

Employees serving in an interim capacity are not eligible for progression or merit pay at the interim pay rate; they are eligible for progression or merit increases at their original rate of pay.

Section 8. Pay Rates in Demotion, Transfer, and Reclassification

When an employee is demoted, transferred or reclassified, the rate of pay for the new position will be established in accordance with the following rules:

(A) *Demotion*: If the demotion is for cause, the pay may be reduced to a pay range in the lower pay grade. In the case of a voluntary demotion, the employee's pay will be proportionately reduced to the pay grade level of the "demoted" position.

(B) *Transfer*: An employee transferring from one position to another position within the same pay grade shall continue to receive the same pay.

(C) *Reclassification*: The pay of an employee whose position is reclassified to a higher pay grade shall be increased to the lowest point within the new pay grade which is equal or above the employees current pay grade. For example, 11/3 is equivalent to 13/1. If the reclassification is the result of a significant change in the scope of work and level of responsibility of the position, the pay rate within the new pay grade may be adjusted accordingly subject to the written request of the Department Head and approval of the City Administrator. If the position is reclassified to a lower pay grade and the employee is receiving pay above the maximum pay rate established for the new grade, the base pay of the employee shall be maintained at the pre-reclassification rate until such time as the new pay grade is increased above the employee's current pay rate.

Section 9. Work Period

(A) Many of the services performed by City employees are essential and some must be provided day and night, every day of the year. Therefore, City employees may be required to work changing shifts, and the number of hours per day may differ. Pay periods begin at 12:01 AM on Saturday.

(B) Work periods are generally as follows:

General Government Employees 40 Work Hours per 7 day work period

Police Officers 160 Work Hours per 28 day work period

Fire Fighters 216 Work Hours per 28 day work period

Each employee shall adhere to the work times specified for his/her position.

When the activities of a particular department require some other schedule to meet work needs, the City Administrator may authorize a deviation from the normal schedule.

Exempt employees in administrative, professional or managerial positions shall work the number of hours necessary to assure the satisfactory performance of their duties, at a minimum of 40 hours per week.

Section 10. Overtime

(A) Department heads shall arrange the work schedules of their employees so as to accomplish the required work within the appropriate work periods. Employees shall be required to work overtime as necessary and the department head may order extensive overtime only with the approval of the City Administrator. Overtime work shall be considered work performed by an employee which exceeds

the established work period of the employee. All overtime practices shall comply with the "Fair Labor Standards Act of 1938" with the most recent amendments. The City Administrator, following FLSA regulations, shall determine which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Whenever practical, department heads will adjust schedules within the applicable work period for non-exempt employees, instead of paying overtime. Actual overtime worked will be paid at a time-and-one-half rate, in accordance with FLSA regulations. Employees in positions determined to be "exempt" from FLSA will not receive pay for hours worked in excess of their normal work periods. Job descriptions will indicate whether a position is exempt or not.

(B) Employees required to work hours over the maximum allowed in the assigned work period shall be compensated for such overtime hours worked subject to the following provisions:

(1) The position does not involve administrative, professional, managerial or other types of work exempt from coverage by FLSA.

(2) Overtime payments shall be earned once the employees' worked hours exceed the overtime threshold as determined by FLSA. These standards are 40 work hours per 7 day work period for general government employees, 171 work hours per 28 day period for police officers, and 212 work hours per 28 day period for fire fighters.

(3) All overtime payments shall be earned at a rate of one and one-half hours for each hour of overtime worked.

(4) Department heads will schedule employees for overtime work when it is not feasible to adjust schedules within the applicable work period for non-exempt employees.

(5) Vacation, sick, and other types of paid leave shall not be counted as time worked for computing overtime during a work period.

Supervisors shall be responsible for maintaining appropriate and accurate records detailing hours worked each day and total hours worked each work period. All time records must be approved by the department head and authorized in the payroll system. The City will not intentionally make any deductions prohibited by law from any salaried employee's pay. If any employee believes any deduction from pay is improper, the employee should immediately notify the Human Resources Department, and the City will review the issue.

Section 11. On-Call

As designated by the Department Head when conditions warrant, an emergency on-call crew may be established whose on-call duties will consist of being available for work during off-duty hours. As necessary, a duty roster shall be prepared and published for the benefit of department personnel for an advanced period, if possible. This roster may be amended from time to time as the needs of the department and its personnel dictate. If, for operational or other valid reasons, it becomes necessary to relieve an individual from on-call duty, the Department Head shall appoint another employee to serve in his or her place. On-call crew members may be issued a mobile device and shall be able to report for duty within thirty (30) minutes after notification. On-call personnel authorized to take City vehicles to their homes after normal working hours may not use them for personal business.

If the on-call employee is required to work six (6) hours or more on a night before a regularly scheduled work day (Sunday through Thursday nights), that employee will be entitled to one-half (1/2) day off the following day with pay, and with those four (4) hours off not counting toward overtime.

Each employee serving as an emergency on-call crew member shall receive supplemental pay in the amount of two (2) hours per day Monday through Friday, three (3) hours per day Saturday and Sunday, or sixteen (16) hours per week.

Section 12. Call-Out

When a regular full-time, non-exempt employee, after departing from his or her scheduled work period, is officially ordered to and does report back to work for emergency service, he/she shall be compensated for all additional hours worked at one and one-half times his or her regular hourly rate. The employee shall be paid a minimum of two (2) hours at this rate. Work time shall commence when the employee leaves his or her residence and shall end when the employee returns directly home.

With City Administrator approval, call-out pay may also be used for non-emergency events.

Section 13. Bonus Pay

In order to reward satisfactorily performing employees for their years of service to the City, each active regular full and part-time employee, hired prior to December 1st, is eligible to receive bonus pay. Each full-time employee will receive a check in the amount of $300 net and each regular part-time employee eligible for partial benefits or seasonal part time employees who have worked a minimum of 960 hours during the calendar year will receive a check in the amount of $150 net. Bonus pay checks will be paid in December.

Section 14. Compensation for Absence on Official Business / Business Travel

(A) Absence due to official business:

(1) When an employee is away from the job on official City business or is participating in authorized training courses or attending authorized professional conferences, he or she will be considered as officially working and will be compensated based on an eight-hour day. This time will not be counted against the employee's vacation or other authorized leave.

(2) The travel portion of the personnel policies applies to City employees, City Attorney, Mayor, Board of Mayor and Aldermen Members or other persons who are traveling on official, approved City business.

(B) Reimbursement for expenses:

By Ordinance Number 02021-017, the City of Sevierville adopted the Municipal Technical Advisory Services model travel policy using the same rates for travel reimbursement as the State of Tennessee. Copies of the travel policy, administrative procedures to be followed, and the required forms are available through the City Recorder's office (Staffnet).

Refer to the City of Sevierville Purchasing Manual, Travel Policy for more detailed information.

Section 15. Payroll Deductions

Only payroll deductions specifically mandated or authorized by Federal, State or City act, or amounts owed to the City, or voluntarily elected by the employee may be deducted at each period from each employee's pay.

Section 16. Pay Periods

All employees shall be paid on a biweekly basis via direct deposit with the payday being every other Friday. The pay received on Friday will pay the employee for work performed from the last pay period through the Friday preceding the current payday.

Section 17. Effective Dates of Pay Adjustments

Approved pay adjustments shall become effective at the beginning of the next pay period following the effective date indicated on the pay change form.

Section 18. Time Clock

(A) All non-exempt employees will clock in and out using the official timekeeping system when entering and leaving work. Allotted lunchtime will automatically be taken out of time worked. Employees may never clock for another employee nor allow another employee to clock for them.

(B) Employees are expected to follow their work schedule. The normal work periods of City employees are established in Section 9 of this Article. Employees should not report to work in more time than is normally needed to reach their workstation after clocking in. At the conclusion of the work shift, employees must leave work and clock out in the same reasonable time frame. There is a seven (7) minute allowance; meaning clocking in between 7:53 and 8:07 will be rounded to 8:00.

(C) If an employee misses a clock in or out and requires a correction, the supervisor must be notified and the time corrected prior to the conclusion of the pay period. Any errors in pay will be corrected in the following period's pay check.

(D) Employees who violate this policy shall be subject to disciplinary action as outlined in Article IX.

Article VI. Work Conditions and Expectations

Section 1. Responsibility of Employee

Employees of the City shall be expected to:

(A) Report to work on time and to remain on the job until the end of the shift or workday.

(B) Perform duties to the best of their ability and contribute a full day's work for a full day's pay.

(C) Work well with other employees and accept additional assignments during peak workloads and emergency situations.

(D) Request prior approval before taking leave of absence and before leaving the work site.

(E) Refrain from spreading rumors or engaging in other activities that have a disruptive influence on morale or work progress.

(F) Avoid displaying any attitudes, work habits or job performance that, in the opinion of their supervisor, impedes the proper delivery of service(s) to the citizens of the City of Sevierville.

(G) Refrain from any act that is in conflict with the performance of their duties.

(H) Report any unsafe equipment or hazard in the workplace.

(I) Report if they have been arrested for any reason and maintain a satisfactory driving record.

(J) Refrain from fighting, horseplay, and/or intentionally defacing or damaging City property.

(K) Give proper notice of termination (2 weeks for most employees, 30 days for department heads). Notice period shall not include vacation or sick leave without a doctor's note or leave without pay. Terminal vacation pay will not be paid without proper notice.

Section 2. Responsibility of Department Head

Department heads shall meet responsibilities as directed by the City Administrator, being guided by the City Charter, ordinances, and policies. They will meet their responsibilities and require their supervisors to meet their responsibilities by:

(A) Dealing with all employees in a fair and equitable manner and upholding the principles of equal employment opportunities.

(B) Developing and motivating employees to reach their fullest potential through continued education and training.

(C) Making objective evaluations of individual work performance and discussing these evaluations with each employee so as to bring about needed improvements.

(D) Keeping employees informed of their role in accomplishing the work of their unit and of conditions or changes affecting their work.

(E) Making every effort to resolve employee problems and grievances and advising employees of their rights and privileges.

Section 3. Attendance

(A) Because City services are essential and continuous, an employee shall avoid unnecessary absences and tardiness. Attendance and punctuality are important responsibilities of the employee, which may influence his future eligibility for a merit pay award.

(B) The employee shall be required to call his or her supervisor in advance to advise when illness prevents reporting to work or when the employee expects to be late for work because of unusual and unavoidable circumstances.

(C) In emergency situations, the employee or his designee is required to notify the employee's supervisor about the situation as soon as possible.

(D) Employees who report to work late repeatedly, without a legitimate reason, are subject to disciplinary action.

Section 4. Performance Evaluation

A supervisor is responsible for evaluating an employee's performance beginning with the employee's first day on the job. Through open communications with his or her supervisor, the employee should obtain a clear understanding of what is expected related to job performance and a periodic assessment of his or her job strengths and weaknesses.

Section 5. Conformance to Immigration Law Requirements

All employees are required to furnish proof of citizenship or other required documents indicating a legal right to work in the United States. Copies of the completed form I-9 shall be a permanent part of the employees' personnel files.

Section 6. Controlled Substances

No employee shall use intoxicating beverages or intoxicant or be under the influence of impairing herbal supplements, legend drugs, non-prescription drugs, or other controlled substances while reporting for duty, on duty, or while operating any City-owned equipment at any time. Any employee using medication or drugs, which may affect job performance or safety, shall notify his or her supervisor immediately upon reporting to work.

All public safety employees and employees carrying job-related commercial driver's licenses (CDLs) will be subject to random drug/alcohol testing.

Please refer to Article XIII Substance Abuse Policy for detailed information.

Section 7. Tobacco Products

For the purposes of this policy, 'tobacco products' shall be defined to include smoking and smokeless tobacco products, as well as electronic cigarette devices. The use of any tobacco products by employees of the City of Sevierville is prohibited inside City buildings and in City vehicles. Department heads shall designate tobacco-use areas outside of and in close proximity to City buildings and spaces where employees typically work; however, no employee shall be permitted to use tobacco products directly in front of any City-controlled building, entryway, or space including walkways and parking lots typically used by the public. Employees are not permitted to use tobacco products in plain view of visitors in areas to which the public is generally invited (i.e. public places).

Section 8. Breastfeeding/Lactation Accommodation

The City will provide a reasonable amount of time and a proper location to accommodate an employee desiring to express breastmilk for the employee's infant child. If possible, nursing mothers should take time to express breastmilk during their regular meal and/or rest breaks. For any questions regarding breastfeeding or lactation, the employee should contact the employee's supervisor and/or Human Resources.

Section 9. Surrender of Property

An employee who is suspended or discharged shall be required to return all items of equipment and supplies, including uniforms, owned by the City. Return of such equipment must precede the issuance of such an employee's final check. Each employee must return his or her equipment upon retirement.

Section 10. Tattoos and Body Mutilation

(A) Tattoos are permanent markings that are difficult to reverse (in terms of financial cost, discomfort, and effectiveness of removal techniques.) Before obtaining a tattoo, employees should consider talking to their department head to ensure that they understand the City's tattoo policy.

(B) Tattoos that are prejudicial to good order and discipline, or that are of a nature to bring discredit upon oneself or the City, are prohibited. Examples include, but are not limited to, tattoos that are drug-related, gang-related, extremist, obscene or indecent, sexist, or racist, as further defined below:

1. *Extremist*: Extremist tattoos are those affiliated with, depicting, or symbolizing extremist philosophies, organizations, or activities. Extremist philosophies, organizations, and activities are those which advocate racial, gender, or ethnic hatred or intolerance; advocate, create, or engage in illegal discrimination based on race, color, gender, ethnicity, religion, or national origin; or advocate violence or other unlawful means of depriving individual rights under the U.S. Constitution, and Federal or State law.
2. *Indecent*: Indecent tattoos are those that are grossly offensive to modesty, decency, propriety, or professionalism.
3. *Sexist*: Sexist tattoos are those that advocate a philosophy that degrades or demeans a person based on gender.
4. *Racist*: Racist tattoos are those that advocate a philosophy that degrades or demeans a person based on race, ethnicity, or national origin.

(C) Tattoos, regardless of subject matter, are prohibited on the head, face, neck (anything above the t-shirt neckline to include on/inside the eyelids, mouth, and ears), and hands. (A single, small ring band is acceptable).

(D) Employees may cover tattoos with bandages or make-up in order to comply with this tattoo policy.

(E) Intentional mutilation of the hands, ears, head, face, nose, eyebrows, tongue, or any other body part that is visible when clothed is prohibited. Examples of prohibited mutilation include, but are not limited to: split or forked tongues, piercing(s) (other than ear piercing), foreign objects inserted under the skin to create a design or pattern or for purely cosmetic reasons unrelated to any reconstructive surgical or prosthetic treatment, and enlarged or stretched holes in ears or earlobes.

Section 11. Dress Code

Employees required to wear uniforms while on duty shall be furnished such uniforms by the City. The employee is responsible for the care and maintenance of the uniforms, will pay the cost of avoidable damage or loss, will not allow anyone else to wear them, and will return them to the City upon separation from employment with the City. Police and Fire Department employees will wear uniforms only when working. No City employee shall profit from the disposition of uniforms.

Employees of the City are required to dress appropriately for the jobs they are performing. This policy

shall apply when employees are engaging in official City business or are otherwise representing the City. All City employees are expected to maintain high personal and professional standards. One of the most noticeable expressions of these standards is dress and appearance. All employees are representatives of the City and therefore dress and appearance should:

- Present a professional or identifiable appearance to the public
- Promote a positive working environment
- Limit distractions caused by inappropriate dress
- Ensure and promote safety while at work
- Dress in a manner that is normally accepted in comparable operations

Appropriate Attire

- Neat and Well-Groomed — during working hours, employees should appear neat and professional at all times. Employees are expected to be suitably attired and well groomed, and ensure that their clothing is clean, ironed and not torn, ripped or stained
- Professional Attire — Employees should use common sense and good judgment in determining what to wear to work. Office employees should wear business casual type apparel. Generally, if the employee is doubtful about some clothing, it is not appropriate
- Where uniforms are required, they must be worn during work hours. The uniforms should be neat and clean when the employee arrives for work
- Job Specific — this dress code policy is a general guideline, but employees should take into consideration any job specific safety concerns or requirements. Employees who regularly lift machinery or heavy materials should not wear dangling clothing or jewelry that may get caught in machinery and should wear comfortable, slip-resistant, safety shoes at all times
- Good personal hygiene is required
- Attire and footwear must be appropriate for the work setting, particularly if there is public contact.
- Employees who wear hats or caps during business hours or when representing the City must wear City issued hats or caps only

Prohibited Attire

Some attire is unacceptable for work at any time. The following list provides some examples, although it is not a complete list:

- Any clothing that contains an offensive word, message or slogan or picture directed at race, sexual orientation, gender, age, religion, disability, or is otherwise considered to be offensive or harassing in some way
- Cut-offs or shorts (exceptions made for location-specific positions)
- Gym wear or beachwear (exceptions made for location-specific positions)
- Clothing that reveals the employee's under garments
- Form-fitting garments, unless covered by other garments
- Tank tops, tube tops, off the shoulder tops, halter-tops, or shirts with spaghetti straps.
- Lounge wear, pajama pants, or sweatpants
- Miniskirts
- Shower shoes or overly casual sandals (i.e. crocs or plastic flip flops)
- Any clothing that reveals the employee's stomach, full back, cleavage, or chest, or otherwise revealing attire
- If logos are on clothing, these logos should not promote contractors or vendors that

may conduct business with the City
- Extreme color or styles of hair or makeup

This policy does not apply to an employee's hair in braids, locs, twists, or another manner that is part of the cultural identification of the employee's ethnic group or that is a physical characteristic of the employee's ethnic group, unless:

(1) A public safety employee if it would prevent the employee from performing essential functions of the employee's job requirements during the course of employment; or

(2) An employee's position must adhere to common industry safety standards, to maintain reasonable safety measures, or to comply with federal or state laws, rules, or regulations relative to health or safety.

Exceptions to this policy require the prior approval of the Department Head and the City Administrator. Enforcement of the Dress Code Policy is the responsibility of the Department Head; a Department Head may, by written policy or directive, require its employees to maintain a higher standard of dress or appearance as warranted. If questionable attire is worn, the respective Department Head or department supervisor/manager will hold a personal, private discussion with the employee to advise and counsel the employee regarding the inappropriateness of the attire. The employee may be asked to change their attire and disciplinary action may be taken upon repeated violation of the policy.

Section 12. Safety Plan

All employees shall receive and read the City's Safety Plan. A copy of the Safety Plan is also available from your Department Head.

The City's Safety Plan can be found in the Municipal Code, Title 4, Chapter 3.

Section 13. Solicitations

Employees may not solicit any other employee or non-employee during working time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time. Solicitations may be posted on the designated boards in the break rooms. The City's electronic mail system shall not be used by employees for solicitation purposes.

Individuals not employed by the City and those representing for-profit organizations and companies may not solicit City employees for any purposes on City premises. Representatives of non-profit organizations may not solicit in work areas.

Section 14. Computers, Internet and Email

(A) Computers and the Internet are provided by the City for business use. Employees should not expect privacy with respect to any of their activities using these systems. The City reserves the right to review any files, messages, or communications sent, received or stored on its computer systems. Further information can be found in the City's Information Security Policy.

(B) Internet Policy:

The following activities are prohibited:

1.) Engaging in illegal, fraudulent, or malicious conduct;
2.) Transmitting or storing material that is threatening, offensive, disruptive, obscene, sexually explicit or disparaging of others;
3.) Transmitting or storing material that discriminates against any person because of race, color, creed, religion, sex, age, handicap, or national origin;
4.) Harassing or threatening individuals;
5.) Obtaining unauthorized access to any computer system;
6.) Using another individual's account or identity without explicit authorization;
7.) Distributing or storing solicitations or offers to buy or sell goods;
8.) Activity used for personal gain or financial profit;
9.) Conducting political campaigns or other activity prohibited under Article VII, Section 2;
10.) Gambling or playing a game for money or other stakes;
11.) Soliciting or proselytizing for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations;
12.) Communicating to groups of employees or to employee organizations for purposes not related to City business or City sanctioned activities;
13.) Using copyrighted material or trade secrets or similar materials without prior authorization of the author/publisher and the City Attorney.
14.) Internet activity should not interfere with an employee's job performance.

(C) Email Policy:

1.) Email is a useful tool. Appropriate use of email makes communication more efficient and effective. Employees are expected to exercise good judgment regarding their use of the email system. Personal email should be limited to essential communication and should not interfere with an employee's job performance.
2.) The electronic mail system hardware is the city's property. All messages composed, sent or received on the electronic mail system are and remain the property of the City. They are not the private property of any employee.
3.) The city reserves the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail system for any purpose.
4.) The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality.
5.) All electronic mail messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees should not attempt to gain access to another employee's messages without the latter's permission.
6.) The electronic mail system may not be used for any other non-job-related solicitations.
7.) The electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.

D) Social Media:

The City respects the right of employees to use social media and does not want to discourage employees from self-publishing and self-expression. Employees are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the employee.

1) All participants in social media can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just the City.
2) Employees cannot use employer-owned equipment, including but not limited to computers, company licensed software or other electronic equipment, nor facilities or company time, to conduct personal blogging or social networking activities.
3) Employees must not use social media to harass, threaten, discriminate or disparage employees or anyone associated with or doing business with the City.
4) If you choose to identify yourself as a City employee, please understand that some readers may view you as a spokesperson for the City. Because of this possibility, we ask that you state that your views expressed via social media are your own and not those of the City, nor of any person or organization affiliated or doing business with the City.
5) Employees cannot post via social media the name or logo of the City of Sevierville or any business with a connection to the City for personal gain. Employees cannot post company-privileged information, including copyright information or City-issued documents or other material protected by law.
6) Any postings on a non-city social media site made in an official capacity shall be subject to the Tennessee Open Records Act and the Tennessee Open Meeting Act.
7) If contacted by the media or press about a post that relates to City business, an employee must obtain permission from the Public Information Officer before responding.
8) For further information, refer to the City's Social Media Policy.

E) Employees who violate this policy shall be subject to disciplinary action as outlined in Article IX.

Section 15. Cellular Telephones

Cellular telephone guidelines apply to the use of all City-issued wireless communication tools such as portable or handheld computers, radios, cell phones, or similar equipment. Safety guidelines apply to usage of any wireless communication tool while on duty.

(A) Regulations:

1) Cellular telephones are to be issued to Department Heads and other employees with the approval of the City Administrator. The City Administrator shall approve all purchases and assignments of cellular telephones.
2) Cellular telephones are issued for use in duty related necessary communications while traveling and for ordinary business when other means of communication are unavailable, inadvisable, impractical, more expensive or unsuitable to the circumstances.
3) Cellular telephones are useful tools. Appropriate use of a cell phone makes communication more efficient and effective. Employees are expected to exercise good judgment regarding their use of the City's cell phones. Personal use should be limited to essential communication and should not interfere with an employee's job performance.
4) Employees are advised that texts sent using publically-owned devices are subject to open records laws.

5) Free airtime on City issued cellular telephones is the property of the City of Sevierville.
6) An inventory of all cellular telephones and users with an explanation of necessity will be kept in the office of the City Administrator.
7) Employees who are found to be offenders of this policy shall be subject to disciplinary action as outlined in Article IX of the City of Sevierville Personnel Rules and Regulations Handbook.
8) While at work, employees are expected to exercise discretion in using personal cell phones. Excessive personal calls during the workday can interfere with employee productivity and be distracting to others. Employees are encouraged to make any personal calls during nonwork time when possible and to ensure that friends and family are aware of the City's policy.

(B) Safety Guidelines:

1) Safety guidelines apply to usage of all cell phones, whether City-provided or individually owned. Employees shall follow all applicable state, local and federal guidelines regarding cell phone usage.
2) Avoid any and all use of cellular telephones on busy streets, at dangerous intersections, during rush hour, in heavy or congested traffic, during inclement weather, or any similarly demanding time.
3) Phone calls should be limited to brief and routine communications while operating a vehicle to avoid distraction. In Tennessee, it is illegal for a driver to hold a cell phone or mobile device, and employees are expected to fully comply with the law at all times. Conversations that are mentally challenging or emotional require too much mental concentration and should not be held when operating a vehicle. This applies to hand-held and hands-free technology.
4) Cellular telephones must not be used while operating heavy equipment, large commercial-type vehicles, or off-road vehicles unless the equipment is stopped in a safe location and out of gear or turned off.
5) Cellular telephones must not be used in hazardous work environments at any time. The employee must move to a safe area before initiating or receiving communication.
6) Cellular telephones may not be used while fueling vehicles or around highly volatile materials. Cellular telephones can create a static charge that ignites these materials.

Article VII. Ethics

Section 1. Gifts and Favors

(A) The conduct of an employee in City service shall be free from influence arising from gifts, favors or special privileges.
(B) No official or employee shall accept any gift, favor or thing of value that may tend to influence that employee or official in the discharge of duties.
(C) No official or employee shall grant, in the discharge of duties, any improper favor, service or thing of value.
(D) No official or employee shall seek personal or financial advantage because of his or her position with the City.

Refer to the City's Ethics Policy in the Municipal Code, Title 1, Chapter 5 for more detailed information.

Section 2. Political Activity Restricted

(A) Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. The City encourages an employee to exercise this responsibility to support all levels of government by voting for the political candidates and issues of their choice.
(B) Employees may join or affiliate with civic organizations of a partisan or political nature; may attend political meetings; may advocate and support the principles or policies of civic, social, fraternal or political organizations in accordance with the Constitution and laws of the State of Tennessee and in accordance with the Constitution and laws of the United States of America.
(C) However, no employee shall:
    (1) Engage in any political or partisan activity while on duty.
    (2) Use official authority or influence for the purpose of interfering with or affecting the result of an election or nomination for office.
    (3) Be required as a duty of employment or as a condition for employment, to contribute to, solicit for or act as custodian of funds for political or partisan purposes.
    (4) Coerce or compel contributions for political or partisan purposes from another employee of the City.
    (5) Use any supplies or equipment of the City for political or partisan purposes.
    (6) Display any political advertisement in or on City property.
    (7) Be a candidate for or hold elective City of Sevierville office.

Any violation of this section shall subject such employee to disciplinary action up to and including dismissal.

Section 3. Outside Employment

The City has no intention of regulating what an employee does during his or her own time away from the job, as long as off-duty activities do not represent a conflict of interest or reflect negatively on the City. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the City's business dealings. The work of the City will take precedence over other occupational interests of employees. In order to make

certain that no conflict of interest or situations likely to reflect discredit on the City exists, all regular full and part-time employees desiring outside employment for pay, wages or commission and/or self-employment must submit a written request (form available from the Human Resource Manager's Office) for approval to the department head, who will forward the request and a recommendation to the City Administrator for final written approval. In general, outside work activities may not be allowed when they:

- prevent the employee from fully performing work for which he or she is employed at the City, including overtime assignments;
- involve organizations that are doing or seek to do business with the City, including actual or potential vendors or customers when the employee is involved in the purchase decision process; or
- violate provisions of law or the City's policies or rules.

From time to time, City employees may be required to work beyond their normally scheduled hours. Employees should perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the City should be given priority. Current full time employees work with the understanding that the City is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the City is strictly prohibited.

Part-time City employees may, with appropriate approvals, hold more than one part-time position with the City, provided the combined number of hours worked does not exceed an average of 29 hours per week.

Conflicting outside employment will be grounds for disciplinary action up to and including dismissal.

Section 4. Information Communication

Disclosure of any information concerning the City shall be in accordance with applicable statutes of the State of Tennessee which includes the open records act, and the confidential record information statute.

Section 5. Prohibition of Tape Recording

Except in cases of official active criminal investigation, no employee of the City shall record by electronic device a conversation with another employee unless the employee has first obtained written permission to do so by the City Administrator. Such permission shall clearly state the following:

- the person who is authorized to do the recording
- the person or persons whom they are authorized to record
- the specific period of time when recordings are authorized
- the reasons for the authorization

Such authorization shall only be granted when there is a reasonable assurance that the recordings will provide evidence of a violation of City Personnel Policies related to sexual harassment, drugs or alcohol abuse, misuse or theft of City property, or misuse of position. All copies of recordings shall be turned over to the City Administrator and shall be used for no other purpose than that for which they were authorized. This prohibition on recording shall not apply to picketing, documenting unsafe or hazardous

workplace conditions, documentation terms and conditions of employment or any other activity protected under that National Labor Relations Act.

Section 6. Use of City-Owned Equipment

(A) City equipment, materials, tools, and supplies shall not be available for personal use nor be removed from City property except in the conduct of official City business.

(B) Employees shall care for City-owned vehicles in the same responsible way that they would care for their own. These vehicles are to be used exclusively for City business, except that, by special approval of the City Administrator, an employee may be directed to take the vehicle home when doing so shall serve the best interest of the City.

(C) No employee shall profit from the sale of City-owned property.

Article VIII. Leaves of Absence

Section 1. Holidays

The following days, and other days as the Board of Mayor and Aldermen may designate, are holidays with pay for regular full-time employees.

New Year's Day	Labor Day
Martin Luther King, Jr.	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Floating Holiday (To be determined annually by City Administrator)

(A) When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday. All employees will receive holiday pay for the designated holiday. In addition, non-exempt employees who work the holiday will receive pay for actual hours worked. Departments whose schedules will not be adversely affected by the rescheduling of the "day off" may be permitted to do so by the City Administrator, and that day will be without pay.

(B) Only regular full-time non-exempt employees who are in pay status on the scheduled full workday before and after the holiday shall be eligible for holiday pay. For employees having a work period with greater hours than the basic work period, compensation shall be granted in the same proportion as their work period is to a forty (40) hour work period.

(C) Any veteran (defined as a former member of the armed forces of the U.S., or a former or current member of a reserve or Tennessee national guard unit who was called into active military service of the U.S.) is entitled to observe Veterans Day as a holiday, should it not cause operational disruption to the employee's department. Should the employee otherwise be scheduled to work on this day, the employee must provide the City at least one month's written notice of the intent to take the day as a holiday. This will not count against any leave accrual.

Section 2. Effect of Holidays on Other Types of Leave

Regular holidays, which occur during a vacation, sick or other leave period of any regular full-time employee of the City shall not be considered as vacation, sick or other leave.

Section 3. Injury or Illness-related Leave

Regardless of type of leave taken, the employee's supervisor or department head may require a physician's certificate concerning the nature of the illness and the employee's physical capacity to resume duties for each occasion on which an employee has an injury or illness-related absence. A physician's certificate may be required by the department head if absence occurs the day before or the day after a holiday. The employee may be required to submit to such medical examination or inquiry as is deemed desirable. A physician's release will be required in the event of an off-the-job injury or serious illness, which could potentially limit job performance or capabilities. The department head shall be responsible for the enforcement of this provision to the end that employees shall not be on duty when their presence may endanger their health or the health of other employees.

Section 4. Vacation Leave

Vacation leave shall be used for rest and relaxation and may be used for medical appointments and other personal needs.

(A) Initial Appointment

(1) A probationary employee may accumulate vacation leave but shall not be permitted to take vacation leave during the first three months of the probationary period unless the denial of such leave shall create an unusual hardship. Under such circumstances, vacation may be granted only with the approval of the Department Head, as negotiated during the pre-employment process.

(2) Persons employed for partial months will earn vacation leave for that month on a prorated basis.

(B) Vacation Leave - Manner of Accumulation

Any regular full-time employee, working the basic work period, shall earn vacation leave at the following rates:

Year of Service	Hours Earned Each Month	Hours Earned Each Year	* Hours Earned Each Month	*Hours Earned Each Year
1st Year	6 2/3	80	9	108
2nd - 5th	8	96	10 5/6	130
6th - 10th	10	120	13 1/2	162
11th - 15th	12	144	16 1/6	194
16+	13 1/3	160	18	216

*In regard to leave accrual for a full-time fire fighter regularly scheduled to work a minimum of 216 hours per 28 day work period.

(1) Any regular part-time employee working 80 hours per month for six consecutive months will earn vacation leave at 4 hours per month. The Department Head must submit the request to Human Resources to be approved by the City Administrator. Seasonal part-time employees will not be eligible to accrue vacation leave.
(2) Vacation leave continues to accumulate while an employee is on approved leave and paid by the City of Sevierville.
(3) An employee on vacation cannot work for the City.
(4) An employee cannot use vacation that has been earned by another employee.

(C) Vacation Leave - Maximum Accumulation

Vacation leave may be accumulated to a maximum of 240 hours per fiscal year. At the end of each fiscal year, any employee with more than 240 hours of accumulated leave shall have the excess accumulation converted to sick leave so that no more than 240* hours is carried forward. (The maximum amount of vacation leave for a Firefighter to carry forward is 324 hours.)

Employees are cautioned not to retain maximum accumulation of vacation leave. Due to the necessity to keep all City functions in operation, large numbers of employees cannot be granted leave at any one time. No employee shall be allowed to schedule vacation at a time that will

create a burden for the remainder of the staff. If a conflict arises between employees wishing to schedule vacation during the same period, the conflict will be resolved by the Department Head.

No employee may take more than six weeks of vacation in any calendar year regardless of the amount of vacation leave accrued. Vacation leave may be taken in increments of one-half hour subject to the approval of the Department Head.

Employees are eligible to convert a maximum of forty hours of accumulated vacation leave to cash each year, provided the employee has a remaining balance of forty hours after converting. Such requests shall be received only in May of each year for payment in June.

(D) Vacation Leave - Manner of Taking Leave

Vacation leave may be taken as earned by an employee subject to the approval of the supervisor. Such leave should be scheduled in advance (30 days if possible). Leave records will be maintained electronically.

(E) Vacation Leave - Adverse weather

Ordinarily, adverse weather does not warrant the closing of City offices. Loss of work time for this reason is charged against the employee's accumulated vacation leave. If the employee has no vacation leave, the time absent is considered leave without pay.

(F) Vacation Leave - Terminal Pay of Vacation Leave

An employee who is separated without failure in performance of duties or personal conduct shall be paid for vacation leave accumulated up to the date of separation not to exceed the maximum of 240 hours (324 hours for Firefighters), provided completion of twelve (12) months or more of continuous service has occurred and provided that written notice has been submitted to the employee's immediate supervisor at least two weeks in advance of the effective date of separation. The notice period shall not include any sick leave without a doctors note or vacation leave or leave without pay.

For involuntary separation due to failure in performance of duties, failure in personal conduct, or failure to follow the guidelines of the Safety and Health Program as outlined in Article IX, Sections 1(a), 1(b), and 1(c) of these policies, accumulated vacation leave may be withheld at the discretion of the department head at the time of an employee's separation.

(G) Vacation Leave - Payment for Accumulated Vacation Upon Death

The designated beneficiary of an employee who dies while employed by the City shall be entitled to payment for all of the accumulated vacation leave credited to the employee's account not to exceed a maximum of 240 hours (324 hours for Firefighters) at the time of death made payable to the employee.

Section 5. Sick Leave

Sick leave with pay is not a right that an employee may demand, but a privilege granted by the Board of Mayor and Aldermen for the benefit of an employee when sick. Sick leave may be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, quarantine, required medical or dental examinations or treatment or exposure to a contagious disease, when

continuing work might jeopardize the health of others. Sick leave may be used when an employee must care for his or her spouse, child or parent.

Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave, when possible. Unexcused absences are serious matters and must be avoided.

(A) Sick Leave - Manner of Accumulation

(1) Any regular full-time employee, working the basic work period, shall be granted sick leave at the following rate:

Hours Accrued Each Month	Hours Accrued Each Year	*Hours Accrued Each Month	*Hours Accrued Each Year
8 hours	96 hours	10 5/6 hours	130 hours

*Regard to leave accrual for a full-time fire fighter regularly scheduled to work a minimum of 216 hours per 28 day work period.

(2) For regular full-time employees having a work period with greater hours than the basic work period, sick leave shall be granted in the same proportion as their work period is to a forty (40) hour work period.

(3) At the request of the Department Head and approval of the City Administrator, any regular part-time employee who has worked an average of 80 hours per month for six consecutive months will earn sick leave at 4 hours a month. Part-time employees must be scheduled to work an average of 80 hours a month on a regular basis to be eligible for accruing sick leave benefits. Seasonal part-time employees will not be eligible to accrue sick leave.

(4) Persons employed for partial months will earn sick leave for that month on a prorated basis .

(5) Sick leave continues to accumulate while an employee is on approved Family Medical leave up to 12 weeks, an additional 4 weeks with TN Maternity Leave and paid by the City of Sevierville.

(B) Sick Leave - Maximum Accumulation

Sick leave is allowed to accumulate without a maximum limitation. Credit for any unused sick leave may be added to length of service at retirement if it would be advantageous to the employee in calculating TCRS retirement benefits.

For those employees that were employed by the Water Department before July 1, 2005, sick leave will be allowed to accumulate with a maximum limitation of 800* hours. At retirement or death, accrued sick leave is to be paid in full.

*Those employees who have been authorized to accumulate more hours than the maximum limit set forth in the Personnel Rules and Regulations as of the effective date of August 19, 1999 shall be allowed to keep those accumulated hours as their maximum limit.

(C) Use of Sick Leave

Sick leave is not to be abused and will be granted with pay only when the employee:

(1) Calls his or her supervisor and gives proper notice.
(2) Tells his or her supervisor the expected duration of the illness.
(3) Provides a physician certificate, if requested by the Department Head.
(4) Keeps the supervisor informed, daily if necessary, of the status of the illness.
(5) Failure to give proper notice, keep the supervisor informed or give an expected return date may cause the employee to be placed on leave without pay.
(6) An employee will not work at the same time that he or she is on paid sick leave nor will an employee engage in any activity that may or might ultimately result in financial gain to the employee or his family.
(7) An employee will not give his or her accumulated sick leave to another employee.
(8) An employee absent from work for more than 60 consecutive scheduled work days because of sickness or injury shall file application for short-term disability, early or service retirement or show evidence to the satisfaction of the department head that the disability is not permanent.
(9) Using sick leave under false pretenses is a serious violation of City policy, and is grounds for dismissal. The Department Head is responsible for monitoring sick leave usage. The City Administrator reserves the right to deny use of sick leave for any claim that is not substantiated.
(10) No employee (excluding Water Department employees employed before July 1, 2005) shall be paid for unused sick leave.
(11) Employees may not use sick leave during their termination period without a doctor's note.

(D) Sick Leave on Separation

No employee shall be paid for any accrued sick leave except for those Water Department employee's hired before July 1, 2005. At their retirement or death, accrued sick leave is to be paid up to their authorized maximum.

Section 6. Leave Without Pay

Employees may request and be granted a leave of absence without pay for a maximum of three months, or as necessary to provide a reasonable accommodation for a disability, if approved by the City Administrator. Multiple requests will be considered under extreme circumstances. Employee benefits will cease to accrue after 30 days of approved leave without pay.

The employee shall apply in writing to his or her Department Head for recommendation to and consideration by the City Administrator.

The employee is obligated to return to duty within or at the end of the time determined appropriate by the City Administrator. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay. If the employee decides not to return to work, the supervisor should be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested and approved, shall be considered a resignation.

Leave without Pay - Effect on Benefits:

An employee must exhaust all accumulated leave, but may retain up to a total of 40 hours of unused sick leave while on leave without pay. An employee ceases to earn leave credits on the date leave without pay begins. The employee will continue to be eligible for City-provided benefits only as provided for in Sections 7 through 12 as follows:

Section 7. Family/Medical Leave

"Eligible" employees of the City of Sevierville may take up to 12 weeks of unpaid family leave per fiscal year. To be "eligible", an employee must have worked for the employer for at least 12 months with at least 1,250 hours during the twelve months preceding the start of the leave.

Family leave is available for the following reasons:

1. To care for the employee's child after birth, placement, adoption or foster care;
2. To care for an employee's spouse, child or parent who has a serious health condition;
3. For a serious health condition that makes the employee unable to perform his or her job.

Eligible spouses who work for the same employer are limited to a combined total of 12 work weeks of leave in a 12-month period for the following FMLA-qualifying reasons:

1. The birth of a son or daughter and bonding with the newborn child,
2. The placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
3. The care of a parent with a serious health condition.

An employee desiring family leave must provide 30 days of advance notice when the leave is foreseeable and provide medical certification to support a leave request because of a serious health condition. The City will provide for the cost of benefits as provided under the Family and Medical Leave Act. Employees on approved Family/Medical Leave will continue to receive all benefits just as if they were still working. Details on the Family and Medical Leave Act are available in the Human Resource Manager's office.

Tennessee's Maternity Leave Act provides for an additional 4 weeks of unpaid time off for pregnancy, childbirth, and nursing an infant for employees who have worked full time for 12 consecutive months.

If an employee is eligible for leave under both the FMLA and Tennessee Maternity Leave Act, her leave time will run simultaneously under both laws.

Section 8. Workers' Compensation Leave

An employee absent from duty because of sickness or disability covered by the Tennessee Workers' Compensation Act shall receive benefits as outlined by the Act. The employee may elect to use accumulated vacation and sick leave per day as a supplemental payment for the difference between the employee's regular net pay and the net payments received under the Workers' Compensation Act for no longer than 90 days from the date of injury. Supplemental payments are intended to be used to maintain any premiums that are the employee's responsibility so benefits can continue while off work. This amount shall not exceed the difference between the net payments received under the Workers' Compensation Act and the employee's regular net pay. Vacation and Sick leave will continue to accrue as if the injured employee was still working. Upon reinstatement, an employee's pay will be computed

on the basis of the last pay earned plus any increment or other pay increase to which the employee would have been entitled during the disability covered by Workers' Compensation.

Workers Compensation shall run concurrently with leave under the FMLA and will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

Light duty work will be required, if available and with physician's release based upon the light-duty job description, for employees on approved Worker's Compensation Leave. Light duty assignments are only temporary. Employees will be paid at that particular job's rate if the light duty work can be performed on a full time basis. Worker's Compensation insurance may pay the standard percentage of the difference between intermittent or reduced schedule work and the injured employee's regular rate of pay. Light duty or administrative duty work is a privilege and not a right. Employees may be assigned to any department in the city where help is needed, even if it is outside of the employee's department. Assigned duties while performing light duty/administrative duty work may be different from normal job description and/or duties.

Seasonal employees will be placed in a leave without pay status and will receive all benefits for which they may be adjudicated eligible under the Workers' Compensation Act.

Employees must report work-related accidents during the shift in which they occur. Failure to do so may result in benefits being denied. Reports will be submitted on the appropriate claim/accident reporting form. The Risk Manager's office shall provide all necessary assistance in completing accident reports. Worker's Compensation Leave will be denied if the post-accident Alcohol/Drug test is failed.

Section 9. Bereavement Leave

A regular full-time employee may have up to twenty-four (24) hours and a regular full-time fire fighter may have up to thirty (30) hours of leave at full pay granted when attending to matters surrounding the death of the employee's parent, spouse, or child. An employee may have eight (8) hours and a regular full-time fire fighter may have ten (10) hours of leave at full pay granted when attending the funeral of the employee's grandparent, grandchild, brother, sister, or when attending the funeral of his/her spouse's parent or child. Additional time to settle affairs of the family may be taken with the approval of the department head and should be charged to sick leave. Leave to attend funerals of other than the aforementioned family members may be granted by the department head and charged to vacation leave.

The City wishes to express sympathy to the family of a full time city employee upon the employee's death or upon the death of a member of his or her immediate family. Immediate family is defined as an employee's parent, spouse, or child. The City will purchase flowers in the amount of $50 to honor the death of an employee's immediate family member. The City will purchase flowers in the amount of $100 to honor the death of a current employee.

Section 10. Disability Leave

Short-term disability insurance is provided for a period of 22 weeks following a 30 day waiting period. Sick leave and/or vacation leave may be used during the waiting period.

Light duty work may be requested and provided, if available and with physician's release based upon the light-duty job description, for employees on approved Short-term Disability Leave. Light duty assignments are temporary and will be paid at that particular job's rate. Light duty work is a privilege and not a right.

During the period of short-term disability leave, the City will continue to provide all health benefits in the same manner as if the employee was still working.

Vacation and sick leave will not accumulate during periods of disability unless the employee qualifies for Family/Medical Leave.

Reinstatement to the same position or one of like classification, seniority, and pay shall be made upon the employee's return to work.

Long-term disability insurance is provided in accordance with the City's long-term disability insurance policy.

Upon receipt of long-term disability leave, employment will terminate without reinstatement rights.

Section 11. Military Leave

Any regular full-time employee who is called into the Armed Forces of the United States will be placed on military leave. The City Administrator shall approve military leave when the employee presents his or her official orders. The employee must apply for reinstatement after release from active military duty per the following schedule based on the amount of time served in active military duty. For a period of duty from 1 – 30 days, you must report for work on the next scheduled shift following a minimum of 8 hour after release from active duty. Following a service of 31 – 180 days, you must apply for reemployment within 14 days of release. For periods of 181 days or more, you must apply for reemployment within 90 days after release.

An employee who enters extended active duty with the Armed Forces of the United States, the Public Health Service or with a Reserve component of the Armed Forces will be granted reinstatement rights commensurate with Federal and State Law.

The employee will be reinstated to a position in the current classification plan at least equivalent to his or her former position. His or her pay will be the pay provided under the position classification and compensation plan prevailing at the time of reinstatement or re-employment for the position to which he or she is assigned.

If no position is available at the time of the employee's return, the employee will be reinstated into the first available appropriate position. No current regular full-time employee will be terminated or laid-off to allow for the reinstatement.

Any regular full-time employee who is a member of the United States Army Reserve, Navy Reserve, Air Force Reserve, Marine Reserve, National Guard or any of the Armed Forces of the United States, will be

granted military leave for any field training or active duty required pursuant to provisions in State Law. Such leave will be granted upon presentation of the employee's official order to the City Administrator. The City will compensate the employee his/her normal pay for such leave for a period not exceeding twenty (20) working days in increments of eight (8) hours up to a total of one hundred sixty (160) hours in any one (1) calendar year, plus such additional days as may result from any call to active State duty pursuant to State Law.

The City will compensate the employee the difference in his/her normal pay and the military compensation received including, but not limited to, base pay, per diem, and housing allowances for any time spent on active Federal duty. Military leave with pay shall not be charged against the employee's earned sick leave or vacation leave.

Section 12. Military Family Leave

An eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness will be granted up to a total of 26 work weeks of unpaid leave during a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. An eligible employee is limited to a combined total of 26 work weeks of leave for any FMLA-qualifying reason during the single 12-month period.

Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness (commonly referred to as "military caregiver leave") if each spouse is a parent, spouse, son or daughter, or next of kin of the service member. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.

Qualifying Exigency Leave:

An eligible employee will be granted up to a total of 12 workweeks of unpaid leave during the single 12-month period for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Qualifying exigency includes: short notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, and additional activities arising out of service. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family member of military members in the Regular Armed Forces.

Section 13. Jury Duty Leave

A City employee called for jury duty or as a court witness for the Federal or State governments or a subdivision thereof, during regular working hours, shall receive leave with pay for such duty during the required absence without charge to accumulated vacation or accrued sick leave. The employee is

required to provide a copy of the summons to his or her immediate supervisor. Upon release from jury duty during the employee's normal work hours, he or she is expected to return to duty. Non-exempt employees' compensation will be calculated as straight time by the regular hourly rate of the employee, not to exceed eight hours in any one day. Law enforcement officers may not receive any witness fees for appearing in court in connection with their official duties. While on Jury Duty leave, benefits and leave shall accrue as though on regular duty.

Section 14. Parental Leave

The City of Sevierville will provide up to 160 hours (216 hours for Firefighters) of paid parental leave to full time employees following the birth of an employee's child or the placement of a child with an employee in connection with an adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave and Tennessee Maternity Leave, as applicable. This policy will be in effect for births and adoptions occurring on or after September 19, 2022.

Eligible employees must meet the following criteria:

- Have been employed with the City of Sevierville for at least 12 months.
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full-time employee.

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child (the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of 160 hours (216 hours for Firefighters) of paid parental leave per birth or adoption. The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the 160 hour (216 hours for Firefighters) total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 160 hours (216 hours for Fire employees) of paid parental leave in a rolling 12-month period, regardless of whether more than one birth or adoption occurs within that 12-month time frame.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
- Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth or adoption of a child with the employee. Paid parental leave may not be used or extended beyond this 12-month time frame.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.
- Upon termination of the individual's employment at the City of Sevierville, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

- If you are eligible for leave under both the FMLA and Tennessee Maternity Leave Act, paid Parental Leave taken under this policy will run concurrently with both leaves; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption, will be counted toward the 12 weeks of available FMLA leave and 4 additional weeks of TN Maternity Leave per 12-month period.
- All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks and TN Maternity Leave exceed 4 weeks during the 12-month period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA and TN Maternity Leave Act.
- After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave and Tennessee Maternity Leave (if applicable) will be compensated through employees' accrued sick and vacation time. Upon exhaustion of accrued sick and vacation time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.
- An employee who takes paid parental leave that does not qualify for FMLA leave (such as exhaustion of FMLA leave) will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

Requests for Paid Parental Leave

- The employee will provide his or her supervisor and the Human Resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.
- As is the case with all company policies, the City has the exclusive right to interpret this policy.

Article IX. Disciplinary Actions and Separation

The City's disciplinary policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. Nothing in this policy provides any contractual rights regarding employee discipline or counseling. The City reserves the right to administer the level of discipline it deems appropriate given the unique circumstances surrounding each situation, regardless of whether the employee has previously received a lesser degree of discipline.

Section 1. Causes for Disciplinary Actions

An employee may be suspended, demoted or dismissed by the City Administrator upon recommendation of the department head (or department heads by the City Administrator) because of failure in performance of duties, failure in personal conduct, or failure to follow the guidelines of the City of Sevierville Health and Safety Program.

(A) Failure in Performance of Duties

Failure in the performance of duties includes any aspects of the employee's job, which are not performed as required to meet the standards set by the City Administrator.

Except in extraordinary circumstances, suspension, demotion, or dismissal for failure in performance of duties shall be preceded by two warnings before disciplinary action is taken. The first warning may be oral. The second is a written warning serving notice that corrective action must be taken immediately to avoid further disciplinary action.

Continued failure in performance of duties will result in dismissal proceedings.
See Article IX, Section 2(E).

The department head and supervisor shall record the dates of their discussions with the employee, the deficiencies discussed, and the corrective action recommended. This record shall be placed in the employee's personnel folder.

The following causes relating to failure in the performance of duties are representative, but not all-inclusive, of those considered to be adequate grounds for suspension, demotion, and/or dismissal:

(1) Inefficiency, negligence or incompetence in the performance of duties;
(2) Careless, negligent or improper use of City property or equipment;
(3) Demonstrated incapacity or inability to perform duties;
(4) Discourteous treatment of the public or other employees;
(5) Absence without approved leave;
(6) Habitual improper use of leave privileges;
(7) Habitual pattern of failure to report for duty at the assigned time and place;
(8) Falsifying time records.
(9) Refusing additional assignments during peak workloads and emergency situations.
(10) Failure to abide by directions and protocols under the Employee Assistance Program as an approved element of a performance improvement plan.
(11) Failure to obtain or maintain a valid license when required.

(B) Failure in Personal Conduct

An employee may be suspended, demoted or dismissed for causes relating to personal conduct detrimental to City service without warning in order to avoid undue disruption of work, to protect the safety of persons or property or for other serious reasons. The following causes relating to failure in personal conduct are representative, but not all-inclusive, of those considered to be adequate grounds for suspension, demotion or dismissal:

(1) Fraud in securing or maintaining appointment.
(2) Conduct unbecoming a public officer or employee.
(3) Conviction of a felony or of a misdemeanor which would adversely affect performance of duties or the entry of a plea of "no contest" to either.
(4) Misappropriation of City funds or property.
(5) Falsification of City records for personal profit or to grant special privileges.
(6) Reporting to work under the influence of alcohol or narcotic drugs or partaking of such things while on duty or while on public property, except that prescribed medication may be taken within the limits set by a physician so long as medically necessary.
(7) Willful damage or destruction of property.
(8) Willful acts that would endanger the lives and property of others.
(9) Acceptance of gifts in exchange for "favors" or "influence".
(10) Incompatible outside employment or conflict of interest.
(11) Violation of political activity restrictions.
(12) Insubordination.
(13) Failure to report arrest for any reason.
(14) Failure to report conviction for any reason.
(15) Discrimination or harassment to the public or employees.
(16) Failure to adhere to work conditions and expectations as defined by this Personnel Policy.
(17) Failure to adhere to the City's ethics policy.

(C) Failure to Follow the Guidelines of the City of Sevierville Safety and Health Program

All employees will comply with the provisions of the City of Sevierville Safety and Health Program. Therefore, any employee who knowingly commits an unsafe act or creates an unsafe condition, disregards the safety policy, or is a repeated safety or health offender, will be disciplined in accordance with this policy. The following causes relating to failure to follow the Safety and Health Program are representative, but not all-inclusive, of those considered to be adequate grounds for suspension, demotion or dismissal:

1) Failure to comply with the Drug and Alcohol Policy.
2) Failure to wear eye protection, hearing protection, safety helmets, seatbelts, etc., as required.
3) Not using safety belts and lanyards when there is a potential for falling.
4) Removing and/or making inoperative safety guards on tools and equipment.
5) Removing barriers and/or guardrails and not replacing them.
6) Failure to follow recognized department safety procedures.
7) Engaging in horseplay.
8) Improper or unsafe use of a cellular device while in operation of a City-owned vehicle.

9) Failure to notify immediate supervisor or Department Head of a hazardous situation.
10) Bringing firearms or illegal weapons into the workplace. (Exceptions would be for police officers, or other employees authorized to carry firearms by state law, as part of their job duties.)
11) Willful acts that would endanger the lives, safety, or property of others.

An employee may be suspended, demoted, or dismissed by the City Administrator upon recommendation by the Department Head, for failure to follow safety rules, as outlined in this program.

Section 2. Types of Disciplinary Actions

(A) Counseling and Verbal Warning

Counseling and verbal warnings create an opportunity for the immediate supervisor to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve his or her performance or resolve the problem. The supervisor may prepare written documentation of the verbal counseling. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

(B) Written Warning

The written warning involves more-formal documentation of the performance, conduct or attendance issues and consequences. The supervisor or director will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

(C) Suspension and Final Written Warning

An employee who is suspended for disciplinary reasons shall be relieved temporarily from all duties and responsibilities and shall receive no compensation for the period of suspension.

An employee may be suspended immediately without pay by the Department Head (or department heads by the City Administrator) for causes related to personal conduct and Safety and Health Program Requirements in order to avoid undue disruption of work, to protect the safety of persons or property or for other serious reasons. Suspensions of more than three (3) days require the approval of the City Administrator or his designee. When an employee is suspended, that employee shall be required to leave City property at once and remain away until further notice.

During the investigation, hearing or trial of an employee on any criminal charge or during the course of any civil action involving an employee, the department head may suspend the employee with or without pay for the duration of the proceedings as a non-disciplinary action. However, the investigation, hearing, trial or civil action must involve matters that may form the

basis for disciplinary suspension, demotion or dismissal in order for the non-disciplinary suspension to be allowed. Pay and benefits for the period of non-disciplinary suspension will be restored, if the suspension is terminated with full reinstatement of the employee.

(D) Recommendation for Termination of Employment
The last and most serious step in the discipline process is a recommendation to terminate employment. Generally, the City will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. However, the City reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. The City Administrator shall dismiss employees for cause in accordance with Section 1 of this Article.

Section 3. Types of Separation

All separations of employees from positions in the service of the City shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, reduction in force, disability, retirement, dismissal or death.

(A) Resignation: A minimum of two (2) weeks' written notice is expected of all resigning personnel. Such notice should be given to the department head (or in the case of department heads, to the City Administrator). The notice period shall not include vacation or sick leave without a doctors note or leave without pay. One scheduled workday without reporting to work or contacting the appropriate official shall be considered a resignation, effective the last day worked.

(B) Reduction in Force: In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's past performance, seniority, and organizational needs, in that order, in determining those employees to be retained. Employees who are laid off because of reduction in force shall be given at least one (1) pay period notice of anticipated layoff.

(C) Disability: An employee may be separated for disability when the employee cannot perform the essential functions of the job with or without reasonable accommodations, as required by the Americans with Disabilities Act (ADA). Action may be initiated by the employee or the City, but in all cases it shall be supported by medical evidence as certified by a physician. The City may require an examination at its expense and performed by a physician of its choice. Before an employee is separated for disability, a reasonable effort shall be made to accommodate the employee.

(D) Death: All compensation due in accordance with Article VIII, Section 4(G) of these policies will be paid to the designated account of a deceased employee. The date of death shall be recorded as the separation date for computing compensation due.

(E) Dismissal: The City Administrator shall dismiss employees in accordance with Section 1 of this article.

Section 4. Employee Appeal

An employee wishing to appeal a demotion, suspension, or dismissal may present the matter in accordance with the provisions of the Disciplinary Review procedure prescribed in Article X, Section 4 of these policies.

Article X. Grievance/Disciplinary Review Procedure

Section 1. Policy and Purpose

It is the policy of the City to provide a means whereby employees may freely discuss problems with supervisors and to provide a procedure for the presentation and mutual adjustment of points of disagreement that arise between employees and their supervisors. The purposes of this policy are:

(A) To provide employees a procedure by which their complaints can be considered rapidly, fairly, and without reprisal;

(B) To encourage employees to express themselves about the conditions of employment which affect them as employees;

(C) To promote better understanding of policies, practices and procedures that affect employees;

(D) To develop in supervisors a greater sense of responsibility in their dealings with employees.

Section 2. Definition

A grievance is defined as differences, disagreements, or disputes arising between an employee and his or her supervisor and/or employer regarding some aspect of his/her employment, application or interpretation of regulations and policies, or some management decision affecting him/her. Certain matters of management discretion are not grievable. These areas of non-grievable subjects are as follows: Any condition of employment accepted at the time of employment and/or subsequent change(s) thereto; determining the employee benefit package; determining the proper classification and pay; determining types of training; scheduling and distribution of personnel; determining methods, means, and personnel to carry out operations; relieving employees from duties because of lack of work, funds or other valid reasons; hiring, transfer, non-disciplinary demotion, and assignment decisions; or maintaining the efficiency of governmental operations.

Complaint processes involving issues covered by other parts of the Personnel Policy are excluded from this procedure. Nothing herein shall be interpreted to change the status of any employee from that of an "employee at will". Employees of the City of Sevierville have no employment contract for any period of time and can be terminated at the will of the City.

Section 3. Grievance Procedure

It is the desire of the City of Sevierville to address grievances informally, and supervisors and employees are expected to make every effort to resolve problems as they arise. However, there will be occasions when only a formal appeal and review can resolve the issue(s). When the formal process is necessary, this procedure is established to ensure fair and impartial review. When an employee has a claim or complaint concerning the condition of his or her employment with the City, he/she may discuss the grievance with his/her immediate supervisor, following the chain of command. Every employee may present a complaint or grievance under the provisions of the grievance procedures free from fear, interference, restraint, discrimination, coercion, or reprisal. Steps of the grievance procedure are as follows:

Step 1: Informal discussion with Supervisor

Employee concerns or complaints should first be discussed with the employee's immediate supervisor. Many concerns can be resolved informally when an employee and supervisor take time to review the concern and discuss options to address the issue.

Step 2: Written complaint to Supervisor

If the employee is not satisfied with results of the informal discussion in Step 1, the employee may submit a written complaint or grievance to the immediate supervisor within 7 calendar days from the incident that prompted the grievance. It shall be the supervisor's responsibility to promptly investigate the circumstances surrounding the grievance, discuss the matter with the appropriate department head, and take action, if possible. The supervisor shall inform the employee in writing of the decision within 7 calendar days from the date the grievance was filed, and any action taken shall be taken within 7 calendar days from the date the grievance was filed, if appropriate. The supervisor shall prepare a written report of the complaint or grievance and provide a copy of it to the department head within 7 calendar days from the date the supervisor made his decision. Any supervisor in the chain-of-command shall attach his or her recommendation regarding the unresolved complaint or grievance if it proceeds to a higher level. No supervisor may hold an unresolved complaint longer than 7 calendar days from the date the supervisor made the decision without forwarding it to the next supervisory level.

If the employee complaint is regarding illegal harassment, discrimination or retaliation, the employee should submit the written complaint directly to Human Resources.

Step 3: Written complaint to Department Head

If the grievance cannot be resolved between the employee and supervisor, the employee may proceed to the third procedural step. An employee must submit a written statement to the Department Head and Human Resources within 7 calendar days of the response from the employee's supervisor. The request for review should included:

- An explanation of the grievance and details of all previous efforts to resolve the issue.
- A copy of the written complaint submitted to the immediate supervisor.
- A copy of the immediate supervisor's written response to the employee's complaint.
- Detailed information regarding the employee's dissatisfaction with the immediate supervisor's response.

If an employee wishes to have a meeting, the department head will accommodate the employee. Upon hearing the grievance, the department head must provide a written response to the employee and the immediate supervisor within 7 calendar days of the meeting.

Step 4: Written complaint to the City Administrator

If the grievance is not resolved with the Department Head, the employee may request in writing to the City Administrator a hearing with a review committee per Section 4(B) of the Disciplinary Review Procedure.

An employee wishing to appeal a dismissal may present the matter in accordance with the provisions of the Disciplinary Review procedure prescribed in Article X, Section 4.

Section 4. Disciplinary Review Procedure

(A) Employees may request a meeting with the Disciplinary Review Committee in response to some employer action surrounding demotion, suspension, or dismissal within 24 hours of the action. This request must be in writing and directed to the City Administrator. The Committee will convene as soon as practical.

(B) This Committee will consist of three employees: one department head, one supervisory level employee, and one regular full-time employee of the same or similar rank, none of which will be from the same department and none from the appealing employee's department.

The Human Resources department will maintain the lists of employees based on the above categories for serving on the Disciplinary Review Committee. Members shall be selected from the appropriate list on a rotating schedule in the following manner:

1. Department Head – this list shall consist of an alphabetical listing of the department heads. The first Disciplinary Review Committee shall consist of the first department head in alphabetical order and thereafter will proceed down the list alphabetically except in cases where the department head would have a conflict of interest with respect to the review process. In such cases, the next department head in alphabetical order shall serve on the Committee.
2. Supervisory Employee - this list shall consist of an alphabetical listing of the departments and an additional alphabetical listing of the supervisory personnel within the departments. The department shall be selected in alphabetical order except when the department is involved with the review process. The employee list likewise will be selected in alphabetical order within the selected department. Again, any conflicts shall cause the selection process to move to the next department and/or employee in alphabetical order
3. Full Time Employee – this list shall consist of a reverse alphabetical listing (Z-A) of the departments and a reverse alphabetical listing (Z-A) of the non-supervisory employees within the departments. Departments selected in this case shall begin with the last department listed alphabetically and likewise for the employee within that department. As with all other selections, a potential conflict with regard to the review process will cause the selection to move to the next department or employee.

The procedure for selection of the Disciplinary Review Committee shall be as follows:

Upon receipt of notice from the City Administrator of a Disciplinary Review Committee hearing, the Human Resources Department shall pull the eligibility lists and make the three member selections based on the guidelines contained herein.

The three Committee members upon assembling for the review shall elect a Chairman of the Committee. The Chairman shall be responsible for writing the Committee's summary and recommendations regarding the hearing proceedings. The written report shall then be forwarded to the City Administrator for his or her final consideration and review for the disposition of the case. The City Administrator shall provide a written account of his or her decision to the employee within 7 calendar days of receiving the Disciplinary Review Committee's written report.

The action of the City Administrator shall be final and binding, however an employee may submit a written appeal of a dismissal action to the Board of Mayor and Aldermen. Said written appeal shall be submitted to the City Administrator within 7 calendar days for distribution to the Board along with the findings of the Disciplinary Review Committee and the City Administrator's decision. Consideration of the appeal will be at the discretion of the Board of Mayor and Aldermen with a summary/opinion letter submitted to the City Administrator and employee as soon as practical.

Section 5. Policies Governing Grievance/Disciplinary Review Procedures

An employee requesting a disciplinary review procedure has the right to:

1. Present witnesses in his or her own behalf and cross-examine witnesses in support of City's action;
2. Examine and copy all documents that will be used by the City as justification for its actions; (copies at the employee's expense)
3. Be free from threats, coercion, intimidation, or discrimination from other employees because he or she has made complaints, testified, or assisted in any manner in the above-stated grievance and appeals procedures.

No attorney or legal representative is permitted to attend any internal review or appeal on behalf of the employee.

Article XI. Benefits and Career Development

Section 1. Benefits

A list of the current benefits is available in the Human Resource Manager's office.

All full time employees hired prior to March 1, 2017 may elect to remain on the City's 'Legacy' health insurance plan. All full-time employees hired after March 1, 2017 will only be eligible to participate in the City's 'Consumer Driven' health insurance plan. Any employee may elect to participate in the 'Consumer Driven' health insurance plan.

Section 2. Career Development and Training

Employees are encouraged to take advantage of education and training benefits to improve their job skills. These benefits are limited to training and education relevant to the employee's current position or "reasonable" transfer opportunities. "Reasonable" is defined as attaining the minimum qualifications for transfer with no more than two (2) years of additional training or education.

These benefits will be available to all employees on first come, first served basis, subject to the availability of budgeted funds.

Requests for education and training may be initiated by either the employee or department head. Reference to training requests and training received should be made on performance evaluation forms. Final decisions on requests for education and training will be made by the Department Head with final approval by the City Administrator.

(A) Conferences, Workshops, Seminars And The Like

Department Heads with approval of the City Administrator or his designee, may authorize or require employees' attendance at conferences, seminars, workshops or other functions of a similar nature that are intended to improve or upgrade the employees' job skills. Requests to attend training sessions should be made at least fifteen (15) days prior to the deadline for registration. The City Administrator or his designee, based upon the Department Head's recommendation, shall determine who shall attend conferences based upon availability of resources.

When a request for training is approved, the employee's cost for registration, tuition and publications, transportation, lodging, and other reasonable expenses will be covered by the City.

(B) Specialized and/or Advanced Training

Department Heads with the approval of the City Administrator or his designee may authorize or require employees' attendance at specialized or advanced training schools. A school or training will be considered specialized or advanced if it provides more involved, in-depth training that would provide a better opportunity for advancement inside or outside of the City of Sevierville. It must be job-related.

If an employee voluntarily separates from the City within the specified amount of time of receiving specialized and/or advanced training, he or she will have 100% of all expenses (tuition, material, room and board, and the value of the school) deducted from the employee's pay. The

Department Head with the approval of the City Administrator will determine and document the amount of time the employee must work based on the value and cost of the training/schools prior to attendance.

(D) Educational Assistance Plan

The City established an Educational Assistance Plan in accordance with Section 127 of the Internal Revenue Code (IRC) that will provide educational assistance to employees to improve existing job skills and prepare for development as it relates to future career promotional opportunities. This plan prohibits the City from offering eligible employees a choice between education assistance and other compensation. It also prohibits payments to those in the highly compensated group when such payments would violate the discrimination clause as set forth in IRC Section 127(b)(2). This assistance will be provided based on the approval of the request by the Department Head, and concurrence with the Human Resources Manager.

Eligibility Requirements

- Full-time employee actively employed at the time of the educational assistance request.
- Completion of a minimum of one year of employment as a full-time employee.
- Received an overall performance rating of "meets requirements" or higher of his or her current position.

Course Requirements, Other Provisions

- Educational assistance will be made through the department's professional development budget of each participating department and is limited to **$5,250** (or the current Federal maximum limit) per calendar year per employee.
- Educational assistance is offered for specific courses at professional or educational institutions accredited by the U.S. Department of Education Office of Postsecondary Education.
- Educational assistance is available for courses that are not specifically job related provided they are **required** for degree or certificate completion.
- All requests are subject to the approval and the fiscal soundness of the City at the time of the request. In the event of budget constraints, applications for reimbursement will be determined based on City service, job performance, and date of application.
- This program also includes the full reimbursement for the cost of the GED Test. The City will reimburse the employee upon successful completion of each portion of the GED once proof of passing each test has been submitted.
- Educational assistance will cover tuition, registration, books, and lab fees upon proof of successful completion of the course(s):
  - 50% reimbursement for a grade A
  - 40% reimbursement for a grade B
  - 30% reimbursement for a grade C
  - 0% reimbursement for a grade of D or F
- The plan does not reimburse costs for tools or supplies the employee may keep after the course completion; education involving sports, games, or hobbies; or meals, lodging, or transportation.
- The City will also not reimburse any amounts otherwise covered by financial assistance or scholarships. Employees who receive tuition support or financial assistance from

alternate sources must report such amount and shall not be eligible to be reimbursed for any amount that they do not have to repay.

- If an employee should voluntarily terminate employment after receiving educational assistance from the City, that employee shall have the below percent of the amount reimbursed deducted from the employee's final paycheck:
  - Within one year of completion of the course: 100%
  - Within 18 months of completion of the course: 75%
  - Within 24 months of completion of the course: 50%
- Employees may not attend classes during regular working hours and there is no overtime pay allowed for attending classes. The City of Sevierville will follow IRS guidelines regarding the taxability issues associated with tuition reimbursement.
- To be considered for educational assistance, please complete an Educational Assistance Application, and attached descriptive information regarding the course(s) or degree program you wish to enter. Submit the Educational Assistance Application with descriptive information to your Department Head. For more information about the Educational Assistance Plan, please contact Human Resources at (865)453-5504.

Procedure

To receive reimbursement for educational expenses, employees should follow the procedures listed here:

- At least fifteen (15) days prior to the registration deadline for classes, employees must submit a written request with a proposed curriculum of study to their Department Head with information about the course for which he or she would like to receive reimbursement and discuss the job-relatedness of the continuing education.
- An Educational Assistance Application should be completed by the employee, and the appropriate signatures obtained from his or her Department Head and HR Manager.
- The employee will maintain the original Educational Assistance Application until he or she has completed the educational course.
- Once the course is successfully completed, the employee should resubmit the original Educational Assistance Application with the reimbursement section filled out, including appropriate signatures, as well as receipts and evidence of a passing grade or certification attached within thirty (30) days of course completion.
- Educational Assistance does not exceed $5,250 (or the current Federal maximum limit) per calendar year per employee.
- The HR Department will coordinate the reimbursement with the Finance Department.

Section 3. Personal Education and Training

Employees who desire to further themselves through education or training not related to their work for the City are encouraged to do so. The City will be unable to provide financial assistance for this type of education, but employees may be granted, upon written request, permission to take time away from their job for training when such time is taken without pay-or as vacation time, and only so long as their absence will not cause hardship for their departments.

Article XII. Personnel Records and Reports

Section 1. Personnel Records Maintenance

Personnel records as are necessary for the proper administration of the personnel system will be maintained in accordance with Federal and State regulations. The official set of personnel records will be maintained by the Human Resources department.

Certain employee records will be kept separate from an employee's personnel file to protect the privacy rights of employees. This includes the following types of records:

- Medical – including medical exams, disability benefits claim forms, notes from doctors, request for Family and Medical Leave Act leave, request for ADA accommodations, worker's compensation history, claims and related documents, fitness-for-duty results, functional capacity assessments, referrals concerning an employee's participation in the City's employee assistance program, results of drug and alcohol tests, health-related information about an employee's family members, and any documentation about past or present health, medical conditions, or disabilities.
- Immigration forms – Form I-9 and supporting documents confirming employment eligibility.

Section 2. Access to Personnel Records

As required by State Law, any TN resident may have access to personnel information for the purpose of inspection, examination, and copying, during the regular business hours, subject only to such rules and regulations for the safekeeping of public records. Access to such information shall be governed by the following provisions:

(A) All disclosures of records will be documented using the standard request form. This standardized request form will be placed in the employee's file.

(B) Employees shall be notified in writing of the disclosure of their personnel records within three business days.

(C) An individual examining a personnel record may copy the information. Any available photocopying facilities may be provided, and the cost will be assessed to the individual.

Section 3. Verification of Employment

Prospective employers, financial institutions and residential property managers routinely contact employers for information on a former or current employee's work history and salary. All requests of this type should be referred to and handled by the Human Resources department. Responses to written requests for verification of employment will be made on the form provided only when the request is accompanied by a former or current employee's signed authorization to release such information.

A written verification of employment form that has been completed by the HR department will be returned directly to the requesting party. Telephone requests for verification of employment by prospective employers, financial institutions, and residential property managers will be limited to confirming information stated by the external party.

Section 4. Confidential Information

All information contained in a City employee's personnel file will be maintained as confidential in accordance with the requirements of State and Federal Law and shall be open to public inspection only in accordance with these laws.

Section 5. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 6. Remedies of Employees Objecting to Material in File

An employee who objects to material in his file may place in the file a statement relating to the material considered being inaccurate or misleading. The employee may seek the removal of such material in accordance with established grievance procedures.

Section 7. Destruction of Records Regulated

No public official may destroy, sell, loan or otherwise dispose of any public record except in accordance with State and Federal Law.

Article XIII. Substance Abuse Policy

TN Drug Free Workplace Policy

The City of Sevierville is committed to providing a safe work environment and fostering the well being and health of its employees. That commitment is jeopardized when any City employee illegally uses drugs on or off the job, comes to work under the influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, the City of Sevierville has established the following policy, pursuant to State Law:

(1) It is a violation of policy for an employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job, or while in operation of City-owned equipment at any time.

(2) It is a violation of policy for an employee to be at work or engage in work under the influence of or while possessing in his or her body, blood, or urine, illegal drugs of any detectable amount.

(3) It is a violation of the policy for an employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or amount for a purpose other than as prescribed. The illegal use of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

(4) Nothing in this policy precludes the appropriate use of legally prescribed medications. The City understands that employees and applicants under a physician's care may be required to use prescription drugs. An employee or job applicant may confidentially report the use of prescription or nonprescription medications to a Medical Review Officer, both before and after a drug/alcohol test by contacting the Medical Review Officer directly.

(5) Violations of this policy are subject to disciplinary action up to and including termination.

The City of Sevierville participates in the Federal Motor Carrier Safety Administration (FMCSA) Drug & Alcohol Clearinghouse. The Clearinghouse is a centralized database that employers use to report drug and alcohol program violations and to conduct queries, which check that current or prospective employees are not prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to an unresolved drug and alcohol program violation—that is, a violation for which the driver has not completed the return-to-duty (RTD) process. Queries must be conducted as part of a pre-employment driver investigation, and at least annually for current employees.

As a condition of employment, employees must abide by the terms of this policy and must notify the City of Sevierville in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

Employee Assistance Program

Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who has a drug or alcohol problem to seek help. The goal of this policy is to balance a respect for individuals with the need to maintain a safe, productive and drug free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that

the illegal use of drugs and the abuse of alcohol are incompatible with employment for the City of Sevierville.

The City of Sevierville offers an Employee Assistance Benefit (EAP) for employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling for employees who need or request it. If an EAP referral to a treatment provider outside the EAP is necessary, costs may be covered by the employee's medical insurance; but the cost of such outside services is the employee's responsibility.

Confidentiality is assured. NO information regarding the nature of the personal problem will be made available to Department Heads or supervisors, nor will it be included in the permanent personnel file.

It is the responsibility of an employee to seek assistance from an EAP *before* alcohol and drug problems lead to disciplinary actions. Once a violation of this policy occurs, subsequently seeking treatment through an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

The City of Sevierville's EAP will provide appropriate assessment, evaluation and counseling and/or referral for treatment of drug and/or alcohol abuse. Employees may be granted leave with a conditional return to work, contingent upon successful completion of the agreed-upon treatment regimen, which may include follow-up testing.

Participation in the EAP will not affect your career advancement or employment, nor will it protect any employee from disciplinary action if substandard job performance continues. The EAP is a process used in conjunction with discipline, not as a substitute for discipline.

The EAP can be accessed by an employee through self-referral or through referral by a Department Head and/or supervisor. Information will be distributed about the EAP to employees for their confidential use.

Drug Testing

As a participating employer in the Tennessee Drug Free Workplace Program, the City of Sevierville is required to test the following drugs:

- Marijuana metabolites
- Cocaine metabolites
- Amphetamines
- Opiate metabolites
- Phencyclidine (PCP)

Important note: these drugs come in many different forms and have various "street names." For the required testing and drug cut-off levels, please refer to the TN Drug Free Workplace Program website.

Alcohol Testing

The consumption or possession of alcoholic beverages on City of Sevierville's premises while in the scope of employment or in any City-owned equipment at any time is prohibited. An employee whose normal faculties are impaired due to alcoholic beverages, or whose blood alcohol level tests .08% by weight for non-safety sensitive positions, or .04% for safety sensitive positions, while on duty/city business shall be guilty of misconduct and shall be subject to discipline up to and including termination.

Types of Drug/Alcohol Testing to Be Performed

It shall be a condition of employment for all employees to submit to substance abuse testing under the following circumstances:

1. **Pre-Employment/Job Applicant Testing**

   All job applicants who have been offered employment at the City of Sevierville must undergo testing for substance abuse as a condition of employment. An applicant with a confirmed positive test result may be denied employment, but after nine months can re-apply and be considered for open positions.

   Notices will be placed on vacancy announcements for positions which require drug or alcohol testing. Applicants will be required to submit to a urinalysis test at a laboratory chosen by the City. If the physician, official or lab personnel have reasonable suspicion to believe that the job-applicant has tampered with the specimen, the applicant will not be considered for the position.

   The City of Sevierville will not discriminate against applicants for employment because of a past history of drug or alcohol abuse. It is the current illegal use of drugs and/or abuse of alcohol, preventing employees from performing their jobs properly, that the City will not tolerate.

2. **Reasonable Suspicion Testing**

   "Reasonable suspicion" is based on a belief that an employee is using or having used drugs or alcohol in violation of the City's policy and is based on specific, objective and articulable facts and reasonable inference drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon, but not limited to, the following:

   (A) Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or manifestations of being impaired due to substance abuse.

   (B) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

   (C) A report of substance abuse provided by a reliable and credible source.

   (D) Evidence that an individual has tampered with any substance abuse test during his or her employment with the City.

   (E) Information that an employee has caused or contributed to an accident while at work.

   (F) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

3. **Routine Fitness-for-Duty Drug or Alcohol Testing**

   Employees must submit to a drug or alcohol test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination where the examinations are required by law, regulation, are part of the City of Sevierville's

established policy, or one that is scheduled routinely for all members of an employment classification group.

4. Follow-up to a Positive Test

For at least once per year for a two (2)-year period following a positive drug or alcohol test, employees must submit to a follow-up drug test, alcohol test, or both, as appropriate. In cases in which an employee voluntarily entered treatment not based on an employer-administered drug or alcohol test, the follow-up test is not required.

5. Post-Accident

All employees must submit to a test after a work-related accident which results in an injury to the employee, an injury to another individual or in property damage exceeding five thousand dollars ($5,000), or such minimum amount as set by the U.S. DOT Guidelines, if less, at the time the injury is reported. Emergency medical care shall not be withheld or delayed for collection of drugs and/or alcohol test specimens. The employee will be accompanied by a supervisor or other designated employee.

6. As part of a follow up program related to treatment for drug abuse.

7. Random testing

It is the policy of the City of Sevierville to randomly test for drugs/alcohol at least 50 percent of the total number of drivers whose position requires a commercial driver's license (CDL) each year on a quarterly basis and 10 percent of the public safety employee (sworn police officers, dispatchers, and firefighters only) pool on a quarterly basis.

A minimum of 15 minutes and a maximum of two hours will be allowed between notification of an employee's selection for random drug/alcohol testing and the actual presentation for specimen collection.

Random donor selection dates will be unannounced with unpredictable frequency. Some may be tested more than once each year while others may not be tested at all, depending on the random selection.

If an employee is unavailable (i.e., vacation, sick day, work-related causes, etc.) to produce a specimen on the date random testing occurs, the City may omit that employee from that random testing.

Refusal to Submit to a Drug or Alcohol Test

Failure to submit to a required substance abuse test shall be considered misconduct and shall be subject to discipline up to and including termination and the potential forfeiture of workers' compensation benefits.

Opportunity to Contest or Explain Test Results

Employees and job applicants who have a positive confirmed drug or alcohol test may explain or contest the result to the Medical Review Officer within five (5) working days after receiving written notification of the test results from the Medical Review Officer. If an employee's or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive test result back to the City of Sevierville. A person may contest the drug test result pursuant to

rules adopted by the Drug Free Workplace Program of the Tennessee Bureau of Workers' Compensation.

Employees in safety sensitive positions who show positive test results have the right to have the specimen tested by a second HHS-certified laboratory.

Confidentiality

The confidentiality of any information received by the employer through a substance abuse testing program shall be maintained as required by the rules adopted by the Drug Free Workplace Program of the Tennessee Bureau of Workers' Compensation.

It is the responsibility of every employee or job applicant to notify the testing laboratory of any administrative or civil action brought pursuant to Tennessee Drug Free Workplace Programs.

Article XIV. Nondiscrimination and Anti-Harassment Policy

The City of Sevierville is committed to a work environment in which all individuals are treated with respect and dignity. The City is committed to safeguarding the right of all City employees to work in an environment that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. It shall be a violation of this policy for any employee of the City to discriminate or harass others both on and off City's premises and during or outside of work hours. The objective of this policy is to define discrimination and workplace harassment.

It is the policy of the City of Sevierville to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law. The City of Sevierville prohibits any such discrimination or harassment.

The City Administrator or his designee will act to investigate all complaints, either formal or informal, verbal or written, of harassment or discrimination and to discipline any employee who discriminates or harasses any employee of the City.

Sexual Harassment

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

(a) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or
(b) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
(c) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or creating an intimidating, hostile or offensive employment environment.

Sexual harassment can be physical and psychological in nature. Any sexual harassment as defined when perpetrated on any employee by any employee will be treated as sexual harassment under this policy. A combination of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.

Though sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include the following:

- Physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults, and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.

- Unwelcome sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience.

- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.

- Subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.

- Sexual or discriminatory displays or publications anywhere in City of Sevierville's workplace by employees.

TN Healthy Workplace Act

Employees are expected to maintain a productive work environment free from harassing or disruptive activity including threats of physical violence. No form of bullying or harassment will be tolerated, including sexual harassment and harassment based on race, color, religion, gender or gender identity, age, national origin, disability, military status, genetic information, communication with an elected public official, free speech, refusing to participate in or remain silent about illegal activities, exercising a statutory constitutional right or any right under clear public policy, political affiliation, or any other basis protected by law. This policy applies to all City of Sevierville employees.

In accordance with T.C.A. § 50-1-502, the City of Sevierville will not tolerate bullying, or verbal or physical conduct by an employee which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile environment.

1) No employee or non-employee shall be allowed to harass any other employee or non-employee by exhibiting behavior including, but not limited to, the following:
    a. Verbal harassment – Verbal threats toward persons or property; the use of vulgar or profane language directed towards others; disparaging or derogatory comments or slurs; offensive flirtations or propositions; verbal intimidation; exaggerated criticism or name-calling; spreading untrue or malicious gossip about others.
    b. Physical Harassment – Any physical assault, such as hitting, pushing, kicking, holding, impeding or blocking the movement of another person.
    c. Visual Harassment – Displaying derogatory or offensive posters, cartoons, publications or drawings.
    d. Bullying – Workplace bullying refers to unwanted aggressive behavior that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The imbalance of power involves the use of physical strength, access to embarrassing information, or popularity to control or harm others. This behavior may be performed by individuals (or a group) directed towards an individual (or a group of individuals).
    e. Abusive Conduct - acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe that an employee was subject to an abusive work environment, which can include but is not limited to:
        i. repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
        ii. verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
        iii. the sabotage or undermining of an employee's work performance in the workplace.

2) A single act generally will not constitute abusive conduct, unless such conduct is determined to be severe; multiple acts may rise to the level of pervasive. To aid employees in identifying abusive conduct, the following examples are provided. These examples are not exhaustive; they illustrate, however, the types of conduct that may violate this policy:
   a. Intimidating an employee by excessive yelling, repeated emotional outbursts, berating others, using an unreasonably harsh tone of voice;
   b. Undermining another's work by withholding pertinent work-related information or purposefully giving incorrect information, or by not giving enough information to do what is required, as compared to others;
   c. Persistent or constant criticism in front of others for the purpose of humiliating another employee;
   d. Isolating an employee from co-workers, or launching a campaign not based on facts to provoke an employee to leave or be removed;
   e. Making humiliating or degrading remarks about a person through or on social media; or
   f. Any malicious behavior a reasonable person would find unprofessional, disturbing, and/or harmful to his or her psychological health.

Reporting an Incident of Harassment, Discrimination or Retaliation Procedure

Any person who believes he or she has been the victim of discrimination or harassment by an employee of the City may immediately inform the harasser that the conduct is unwelcome and needs to stop. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the alleged harasser directly, he or she or any third person with knowledge or belief of conduct which may constitute discrimination or harassment should report the alleged acts immediately to his or her own supervisor, or department head, or to the Human Resource's office. The City recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

A. All supervisors, managers and Department Heads are responsible for receiving oral or written reports of discrimination or harassment at the department level. Upon receipt of a report, the Department Head must notify the City Administrator immediately. A written report will be forwarded to the City Administrator. If the report was given verbally, the Department Head shall reduce it to written form within 24 hours and forward it to the City Administrator. Failure to forward any discrimination or harassment report or complaint as provided herein will result in disciplinary action. If the complaint involves the Department Head, the complaint shall be filed directly with the City Administrator.
B. The Board of Mayor and Aldermen hereby designates the City Administrator to receive reports or complaints of discrimination or harassment from any individual, employee or victim of discrimination or harassment and also from the department heads as outlined above. The name of the City Administrator, including a mailing address and telephone number shall be conspicuously posted. If the complaint involves the City Administrator, the complaint shall be filed directly with the Mayor.
C. Submission of a complaint or report of discrimination or harassment will not affect the individual's future employment or work assignments.

The City will respect the confidentiality of the complainant and the individual(s) against whom the complaint is filed as much as possible and information is disclosed strictly on a need-to-know basis; consistent with the City's legal obligations and the necessity to investigate allegations of discrimination

or harassment and take disciplinary action when the conduct has occurred. The identity of the complainant is usually revealed to the parties involved during the investigation and the investigator will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a discrimination or harassment complaint or investigation is maintained in secure files within the Human Resources department.

Responding to Conduct in Violation of Policy

By authority of the Board of Mayor and Aldermen, the City Administrator, upon receipt of a report or complaint alleging discrimination or harassment, shall immediately authorize an investigation. This investigation may be conducted by City personnel or by a third party designated by the Board of Mayor and Aldermen. The investigating party shall provide a written report of the status of the investigation within 10 working days to the City Administrator or to the Mayor if the City Administrator is involved in the allegation of discrimination or harassment.

In determining whether alleged conduct constitutes discrimination or harassment, the City Administrator should consider the surrounding circumstances, the nature of the sexual advances, relationships between the parties involved, and the context in which the alleged incidents occurred.

B. **Investigation**

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator. A written report summarizing the results of the investigation and making recommendations will be submitted to the City Administrator.

To ensure the prompt and thorough investigation of a discrimination or harassment complaint, the complainant should provide as much of the following information as is possible:

- The name, department and position of the person or persons allegedly committing discrimination or harassment.
- A description of the incident(s), including the date(s), location(s) and the presence of any witnesses.
- The effect of the incident(s) on the complainant's ability to perform his or her job, or on other terms or conditions of his or her employment.
- The names of other individuals who might have been subject to the same or similar discrimination or harassment.
- What, if any, steps the complainant has taken to try to stop the harassment.
- Any other information the complainant believes to be relevant to the discrimination or harassment complaint.

C. **Action**

Upon receipt of a recommendation that the complaint is valid, the City Administrator will take such action as appropriate based on the results of the investigation.

The result of the investigation of each complaint filed under these procedures will be reported in writing to the complainant by the City Administrator. The report will document any disciplinary action taken as a result of the complaint.

D. **Reprisal**

The City Administrator will discipline any individual who retaliates against any person who reports alleged discrimination or harassment or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a discrimination or harassment complaint. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

D. Non-Harassment/False Accusations

The City of Sevierville recognizes that not every advance or consent of a sexual nature constitutes harassment. Whether a particular action or incident is a personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and surrounding circumstances.

False accusations of discrimination or harassment can have a serious detrimental effect on innocent parties. Any person who knowingly and intentionally makes a false accusation, for any reason, which would be contrary to the spirit and intent of this policy, may be subject to appropriate disciplinary action.

E. Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Tennessee Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

F. Sexual Harassment as Sexual Abuse

Under certain circumstances, sexual harassment may constitute sexual abuse under Tennessee Law. In such situations, the City Administrator shall comply with Tennessee Law regarding the reporting to appropriate authorities of sexual abuse.

G. Discipline

Any City action taken pursuant to this policy will be consistent with requirements of Tennessee statutes and City policies. The City Administrator will take such disciplinary action he/she deems necessary and appropriate, including warning, suspension or immediate discharge to end discrimination or harassment and prevent its recurrence.

Article XV. Implementation of Policies

Section 1. Conflicting Policies Repealed

All policies, ordinances or resolutions that conflict with the provisions of these policies are hereby repealed.

Section 2. Separability

If any provision of these policies or any rule, regulation or order thereunder of the application of such provision to any person or circumstances is held invalid, the remainder of these policies and the application of such remaining provisions of these policies of such rules, regulations or orders to persons or circumstances other than those held invalid will not be affected.

Section 3. Violations of Policy Provisions

An employee violating any of the provisions of these policies shall be subject to suspension and/or dismissal, in addition to any civil or criminal penalty, which may be imposed for the violation of the same.

Section 4. Effective Date

These policies shall become effective September 19, 2022.

All supporting budget documents and policies are available in the Human Resource Manager's Office.

Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider approval of Resolution R-2022-020 - 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.**

PRESENTATION:

The purpose of this resolution is to authorize the Industrial Development Board (IDB) to negotiate and accept payments in lieu of taxes for an affordable housing project by Compass Ventures. The affordable rental rates will be established within negotiations through the Industrial Development Board. A previous resolution (R-2022-004) had been approved consenting payments in lieu of taxes for the same project to Marian Development Group who is no longer involved in the project.

The project will contain 224 apartment units. Estimated cost is $48,000,000.

Included is a letter from Compass Ventures describing the project and further stating that the project would not be financially feasible without the PILOT.

REQUESTED ACTION: **Approval of R-2022-020**

RESOLUTION R-2022-020

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

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

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

WHEREAS, the City has been informed that Compass Ventures or an affiliate thereof (the "Developer") intends to cause the construction and development of an affordable housing project (the "Project"), located within the City (the "Property"); and

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

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

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

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

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

RESOLUTION R-2022-020
(continued)

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.

This resolution is hereby adopted on the _____ day of _____ 2022.

APPROVED: _____
Robbie Fox, Mayor

ATTEST:

_____
Lynn McClurg, City Recorder

compass

Development with Direction

City of Sevierville

August 31, 2022

Re: Villas in Sevierville

Mr. Smith,

The City of Sevierville previously discussed a PILOT for The Villas in Sevierville with The Marion Group. This project is located at Centerview Rd and Veterans Blvd. We are now the developer for this project and would like to continue the conversations for the PILOT. This housing project is not financially feasible without the help of the City of Sevierville via a PILOT. Please let me know what additional information you need to continue progress on this matter.

Thank You,

Austin Williams

2029 Red Bank Road I Sevierville, TN I 37876
865-548-1119 I www.compassventures.net I Austin@compassventures.net

Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider approval for purchase of Panasonic Toughbooks in the amount of $15,820.10**

PRESENTATION: This is a purchase of five (5) Panasonic FZ-55 Toughbooks for new Police Department hires.

REQUESTED ACTION: **Approval of the purchase in the amount of $15,820.10.**

QUOTE CONFIRMATION

DEAR BRIAN WAGNER,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

ACCOUNT MANAGER NOTES: Have a great day!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MXSL460	8/30/2022	MXSL460	6123199	$15,820.10

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 55 - 14" - Core i7 8665U - vPro - 16 GB RAM - 512 GB SS Mfg. Part#: FZ-55C9-00VM Contract: National IPA Technology Solutions (2018011-01)	5	6177328	$3,164.02	$15,820.10

PURCHASER BILLING INFO

Billing Address:
CITY OF SEVIERVILLE
ACCOUNTS PAYABLE
PO BOX 5500
SEVIERVILLE, TN 37864-5500
Phone: (865) 453-5504
Payment Terms: NET 30-VERBAL

DELIVER TO

Shipping Address:
CITY OF SEVIERVILLE
BROOKE FRADD
120 GARY WADE BLVD
SEVIERVILLE, TN 37862-3844
Phone: (865) 453-5504
Shipping Method: DROP SHIP-GROUND

SUBTOTAL	$15,820.10
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	$15,820.10

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

Griffin Curcio | (877) 635-6656 | grifcur@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Vendor	Product	Unit Cost	Quantity	Total Price
CDW	Panasonic FZ55 Toughbook	$ 3,164.02	5	$ 15,820.10
CompSource	Panasonic FZ55 Toughbook	$ 3,165.53	5	$ 15,827.65
Barcode Discount	Panasonic FZ55 Toughbook	$ 5,285.00	5	$ 26,425.00

Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider approval of Tyler Technologies Software as a Solution Services in the amount of $86,741.**

PRESENTATION: This purchase is for a migration of our Incode financial software and our Executime timekeeping software from being hosted on premise to a cloud-based software as a solution platform.

REQUESTED ACTION: **Approval of Tyler Technologies purchase and contract in the amount of $86,741.**

Quoted By:	Lori Dudley
Quote Expiration:	09/23/22
Quote Name:	Incode & ExecuTime SaaS Flip

Sales Quotation For:
City of Sevierville
120 Gary Wade Blvd
Sevierville TN 37862-3844
Kelly Stahlke
+1 (865) 868-1596
kelly@seviervilletn.org

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	$ 17,741
Fixed Assets	$ 1,173
System Software Non SQL	$ 1,194
Inventory Control	$ 1,503
Human Resources Management (Includes Position Budgeting)	$ 5,219
Employee Access Pro	$ 0

Purchasing	$ 4,174
Accounts Receivable	$ 2,009
ERP Pro 10 Customer Relationship Management Suite	
Utility Billing Water/Gas	$ 10,737
Cashiering	$ 2,977
Greentree Utility Handheld Meter-Reader Interface	$ 1,749
GLB Receipt Interface (Generic)	$ 1,567
Service Orders Mobile	$ 893
ERP Pro Community Development Suite	
Code Enforcement	$ 1,991
Permitting	$ 2,978
ERP Pro 10 Tax Management Suite	
Property Tax Management	$ 5,962
Annual Tax File Import Utility	$ 1,490
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Criminal Case Manager	$ 1,856
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	$ 0
Citation Issuing Device Interface (Enforcement Mobile)	$ 0
Cashiering - Court	$ 0
Scheduling	$ 860
Tyler One	
Time & Attendance powered by ExecuTime	
ExecuTime Time & Attendance	$ 10,848
ExecuTime Time & Attendance Mobile Access	$ 1,997
ExecuTime Advanced Scheduling	$ 7,823

Content Manager Suite		
Core		$ 0
	TOTAL:	**$ 86,741**
	Term # of Years: **3**	

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 86,741
Total Tyler Services		
Summary Total	**$ 0**	**$ 86,741**
Contract Total	**$ 86,741**	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:
• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
• Fees for hardware are invoiced upon delivery.
• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
• Fees for services included in this sales quotation shall be invoiced as indicated below.
    o Implementation and other professional services fees shall be invoiced as delivered.
    o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
    o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project

Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of Sevierville, Tennessee.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project

deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Sevierville, TN

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
City of Sevierville
120 Gary Wade Blvd.
Sevierville, TN 37862
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Lori Dudley
Quote Expiration:	09/23/22
Quote Name:	Incode & ExecuTime SaaS Flip

Sales Quotation For:
City of Sevierville
120 Gary Wade Blvd
Sevierville TN 37862-3844
Kelly Stahlke
+1 (865) 868-1596
kelly@seviervilletn.org

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Core Financials	$ 17,741
Fixed Assets	$ 1,173
System Software Non SQL	$ 1,194
Inventory Control	$ 1,503
Human Resources Management (Includes Position Budgeting)	$ 5,219
Employee Access Pro	$ 0

Purchasing	$ 4,174
Accounts Receivable	$ 2,009
ERP Pro 10 Customer Relationship Management Suite	
Utility Billing Water/Gas	$ 10,737
Cashiering	$ 2,977
Greentree Utility Handheld Meter-Reader Interface	$ 1,749
GLB Receipt Interface (Generic)	$ 1,567
Service Orders Mobile	$ 893
ERP Pro Community Development Suite	
Code Enforcement	$ 1,991
Permitting	$ 2,978
ERP Pro 10 Tax Management Suite	
Property Tax Management	$ 5,962
Annual Tax File Import Utility	$ 1,490
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Criminal Case Manager	$ 1,856
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	$ 0
Citation Issuing Device Interface (Enforcement Mobile)	$ 0
Cashiering - Court	$ 0
Scheduling	$ 860
Tyler One	
Time & Attendance powered by ExecuTime	
ExecuTime Time & Attendance	$ 10,848
ExecuTime Time & Attendance Mobile Access	$ 1,997
ExecuTime Advanced Scheduling	$ 7,823

Content Manager Suite	
Core	$ 0

TOTAL:		**$ 86,741**
Term # of Years:	**3**	

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 86,741
Total Tyler Services		
Summary Total	**$ 0**	**$ 86,741**
Contract Total	**$ 86,741**	

Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:
• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
• Fees for hardware are invoiced upon delivery.
• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
• Fees for services included in this sales quotation shall be invoiced as indicated below.
  o Implementation and other professional services fees shall be invoiced as delivered.
  o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project

Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of banking services relationship with Tennessee State Bank.

PRESENTATION: Proposals were publicly requested for banking services for the majority of City accounts. Evaluation criteria were based upon proposed interest rates at the date of comparison, fees for services, and compliance with operational requirements. After reviewing the proposals of two respondents, staff recommends a two-year agreement and two-year renewal option with Tennessee State Bank effective October 1, 2022. The City will continue to maintain significant balances in Local Government Investment Pool accounts.

REQUESTED ACTION: Approval of banking proposal and deposits.

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of increase in hourly rates for legal services.

PRESENTATION: Hourly rates for attorneys at Lewis Thomason, P.C. have not increased since 2010. The City Attorney has requested the following changes:

- Shareholders and special counsel: from $175 to $225 per hour.
- Associates: from $140 to $200 per hour.
- Paralegals: from $75 to $100 per hour.

The City spent $61,458 in legal fees in FY 2022.

REQUESTED ACTION: Approval of hourly rate adjustments for Lewis Thomason, P.C.

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of Golf Course fertilizer in the amount of $16,498.

PRESENTATION: The golf course fertilizes the Bermudagrass in the Fall to help repair the course for the Fall and upcoming Spring season. The total cost is $16,498. Simplot Turf & Horticulture is the lowest vendor price. This is a budgeted expenditure.

REQUESTED ACTION: Approval of purchase of golf course fertilizer in the amount of $16,498.

Simplot Turf & Horticulture Charlotte

4135 Shopton Rd Ste B

Charlotte, NC 28217

704-247-5660 Fax:

Sales Order 228011462

Not Processed Offered
Order Date 9/7/2022
Est. Delivery Date 09/21/2022
Offer Expires
Customer ID 103781
Customer PO#
Salesperson wickerw
Shipping Via.
Field Name
Description
Ticket Type Deliver

Bill To: CITY OF SEVIERVILLE DBA SEVIERVILLE GOLF CLUB
PO BOX 5500
SEVIERVILLE, TN 37864

Comments:

Quantity		Description	Total $
120.00	Bag	11-0-22 100% G44.5 MOP [50LB]	2,578.80
29.00	Tote	11-0-22 100% G44.5 MOP [1000LB]	12,470.00
145.00	Each	LABOR BULK APPLICATION FEE [EA]	1,450.00

Subtotal **16,498.80**

If Paid By	Discount	Deduct	Pay Only

Customer: _____ Sales Person: _____

Purchase Terms:

Regal REPORT™

Prepared For:
SEVIERVILLE GOLF CLUB - 905
Cody Wallace
1444 OLD KNOXVILLE HWY
SEVIERVILLE, TN 37876
700 bags

Prepared By:
Ryan Swilling
Regal Chemical
423-503-5542
ryan.swilling@regalchem.com
9/7/2022 3:56:22 PM

Fall Fert

FERTILIZER DESCRIPTION	UOFM SELL PER 50LB BAG	TOTAL BAGS	TOTAL COST	NET TOTAL
RegalFert 11 0 22	$24.49	700	$17,143.00	$17,143.00
Application Fee (145 acres)			No Charge	
				$17,143.00

Analysis

Herbicides	Fertilizer Analysis			Sources	Minors	Additions
	11	0	22	11 units of N from PCU 22 units of K from Muriate of Potash		

200lbs per acre

Amount per 1000 sq ft		
N	P	K
0.5	0.0	1.0

Notes & Terms:

Pricing is good for 7 days. One truck will be guaranteed the week of October 10th.

©2022 Regal Chemical Co

Harrell's
Growing a Better World®

Harrell's LLC
P.O. Box 935358
Atlanta, GA 31193-5358
(863) 687-2774 FAX (863) 904-1545
W.A.T.S (800) 282-8007

Ship To: SEVIERVILLE GOLF COURSE
1594 Old Knoxville Highway
Sevierville, TN 37876

Quote	
Order Date 9/7/2022	Page 1 of 1
Cust # EAGLAN1	Salesperson 152
P.O. Number	
SYLACAUGA	

Bill To: **SEVIERVILLE GOLF COURSE**
City of Sevierville
PO Box 5500
Sevierville, TN 37864-5500

Item/Quote	Description	Quantity	U/M	Unit Price	Ext. Price
2209-5001	11-0-22 - A Turf polyon Bag Inventory #: 1TON BULK BAGS	14.5	Ton	$1,016.75	$14,742.88
2209-5002	11-0-22 - A Turf polyon Bag Inventory #: RICSW145	3	Ton	$883.98	$2,651.94

Req Arrival Date: 9/7/2022 - On or Before

Delivery Comments:

TERMS & CONDITIONS

Seller retains title to above listed merchandise until fully paid for. If account is not paid within 30 days from billing date, I agree to pay a finance charge of 1.5% per month which is an annual percentage rate of 18% applied to the previous balance without deducting current payments and/or credits appearing on this statement. I further agree to pay attorney's fees and other collection costs incurred if I shall default in the payment hereof.

Subtotal	**$17,394.82**
***Estimated Taxes/State Fees**	**$0.00**
Order Total	**$17,394.82**

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Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of Golf Course sole source vendor list

PRESENTATION: The golf course uses the list of vendors to provide specialty services and products for the use at the golf course facility.

REQUESTED ACTION: Approval of golf course Sole Source Vendor List

Sevierville Golf Club
Sole Source Provider List
FY 2022

Chemicals/ Fertilizer		
	Performance Pack Products	Simplot Turf & Horticulture
	4-4-4 Greens/Tees/Fwy Fertilizer	Sigma Agriscience
	Gal-Xe One Fertilizer w/ Hydrofuse	Simplot Turf & Horticulture
Greens Aerification		
	DryJect Aeration Service	DryJect of Tennessee
Irrigation		
	Rainbird Irrigation Parts	Keeling Company
Equipment Parts		
	Toro repair parts and equipment	Smith Turf and Irrigation
	John Deere Golf parts	Greenville Turf and Tractor
	Bobcat parts	Bobcat of Knoxville
	Golf Ball Washer Parts	Easy Picker
Equipment Repairs		
	John Deere Tractors	Ag Pro
	John Deere utility vehicles	Greenville Turf and Tractor
	Bobcat	Bobcat of Knoxville
	Toro Equipment	Smith Turf and Irrigation
	Golf Cart Service and Repairs	Yamaha Golf Car Company
Sand and Gravel		
	Greens Topdressing Sand	Short Mountain
	Greens Topdressing Sand	Bulk Aggregate
	Bunker Sand	Golf Agronomics
	Camo Divot Sand	Simplot Turf & Horticulture
	#8 Washed Gravel	Bluewater Industries
Contractors		
	Sprayable Bunker Liner	Better Billy Bunker
	Soil testing service	REP Consulting

Food		
	Performance Food Group	Food, disposable, snacks
	Sysco	Food, disposable, snacks
Drinks		
	Pepsi	Bottled water and soda
	Eagle	Beer
	Cherokee	Beer
Disposables		
	Imperialdade	All Disposables (Plates, plastic ware etc) Chemicals for kitchen
Housekeeping		
	Kelsan, Alsco	
Linens		
	Alsco	Tablecloths, cleaning towels, aprons etc
Hood Cleaning, Outside Building		
	Brian's Pressure washing	
Non-Retail Supplies		
	Range Balls	Cleveland/Srixon
	Scorecards	Burco

Board Memorandum

Date:	September 19, 2022
Agenda Item:	Consider approval to purchase 13 new Automated External Defibrillators (AEDs) from Master Medical Equipment in the amount of $18,655.
Presentation:	Consider approval to purchase new AEDs for Fire, Police and Emergency Management Departments. Due to lack of new AED availability in FY22, this is a combined FY22 and 23 purchase. This is a budgeted item.
Requested Action:	Recommend approval to purchase new AEDs from Master Medical Equipment.

Bid Tabulation

City of Sevierville

120 Gary Wade Blvd, P.O. Box 5500

Sevierville, TN 37864

(865) 453-5504

Date: 08/31/22

By: Lt. Daniel Jeffers

	Bid # 1	Bid # 2	Bid # 3
Bidder	**Master Medical Equipment**	**Zoll Medical Corp**	**Red Cross**
Quote by	**Shelby Tisdale**	**Tim Nettles**	**Barry Martin**
Telephone	**866-468-9558**	**865-599-3391**	**901-208-3620**

Item #	Description	Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Zoll AED Plus Package: new, Zoll AED Plus with AED cover, one set of CPR-D padz, one sleeve of batteries, one soft carry case.(does not include shipping)	13	$1,325.00	$17,225.00	$0.00	$0.00	$0.00	$0.00
2	Pedi-Padz II	13	$100.00	$1,300.00	$0.00	$0.00	$0.00	$0.00
3	Zoll AED Plus with cover	13	$0.00	$0.00	$1,356.60	$17,635.80	$0.00	$0.00
4	Batteries	13	$0.00	$0.00	$64.57	$839.41	$0.00	$0.00
5	Case of adult CPR pads- 8 pair per case	1	$0.00	$0.00	$482.16	$482.16	$0.00	$0.00
6	Adult CPR padz - 1 pair	5	$0.00	$0.00	$64.57	$322.85	$0.00	$0.00
7	Pediatric CPR pads	13	$0.00	$0.00	$81.79	$1,063.27	$0.00	$0.00
8	Zoll AED Plus, includes case, batteries, Adult CPR-D padz (does not include shipping)	13	$0.00	$0.00	$0.00	$0.00	$1,350.00	$17,550.00
9	Pediatric CPR pads	13	$0.00	$0.00	$0.00	$0.00	$98.00	$1,274.00
	Shipping			$130.00		$0.00		$650.00
	Total Bid			**$18,655.00**		**$20,343.49**		**$19,474.00**

QUOTATION

Order Number	
1033561	
Order Date	Page
08/16/2022 13:04:41	1 of 1

Quote Expires On: 09/15/2022

Master Medical Equipment
PO Box 11476
Jackson, TN 38308
US
866-468-9558

Bill To:

City of Sevierville
120 Gary Wade Blvd
Sevierville, TN 37864

Ship To:

City of Sevierville
120 Gary Wade Blvd
Sevierville, TN 37864

(865) 453-5504

Customer ID: 27479

Requested By: Russell Treadway

PO Number	*Ship Route*	*Account Manager*	*Sales Representative*
		SHELBY.TISDALE	Grant Cooper

Quantities		*Item ID* *Item Description*	*Pricing UOM*	*Unit Price*	*Extended Price*
Ordered	*UOM*				
13	EA	ZOL21000010102011010 Zoll AED Plus Package New, ZOLL AED Plus Package with AED Cover for Medical Professionals, One CPR-D Padz, One sleeve of Batteries, and Soft Carry Case. 7 Year Manufacturer's Warranty	EA	1,325.0000	17,225.00
13	EA	ZOL8900-0810-01 Pedi-Padz II, for AED Plus & Pro	EA	100.0000	1,300.00

Delivery Instructions:

Total Lines: 2

SUB-TOTAL:	18,525.00
TAX:	0.00
AMOUNT DUE:	**18,525.00**

U.S. Dollars

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-39338 Version: 1

Sevierville Fire Dept
122 Prince St
Sevierville, TN 37862

ZOLL Customer No: 7045

Daniel Jeffers
(865) 453-9276
djeffers@seviervilletn.org

Quote No: Q-39338
Version: 1

Issued Date: August 26, 2022
Expiration Date: October 18, 2022

Terms: NET 30 DAYS

FOB: Shipping Point

Freight: Free Freight

Prepared by: Tim Nettles
Senior EMS Territory Manager
tnettles@zoll.com
+1 8655993391

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	20100000102011010	**AED Plus® with AED Cover** Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression bar. Supplied with Public Safety PASS Cover, Softcase, Operator Guide and (5) five year limited warranty.	13	$2,195.00	$1,356.60	$17,635.80
2	949804	8000-0807-01	**Type 123 Lithium Batteries, quantity of ten (10) with storage sleeve**	13	$85.00	$64.57	$839.41
3	949804	8900-0400	**CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case**	1	$666.00	$482.16	$482.16
4	949804	8900-0402	**CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair**	5	$88.00	$64.57	$322.85
5	949804	8900-0810-01	**Pedi-padz II Pediatric Multi-Function Electrodes** Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	13	$108.00	$81.79	$1,063.27

Subtotal: $20,343.49

Total: $20,343.49

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herin, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Sevierville Fire Dept
Quote No: Q-39338 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/about-zoll/invoice-terms-and-conditions and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on October 18, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Sevierville Fire Dept
Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

ZOLL ARC END USER ORDER FORM

Fax # (978) 421-0015 or esales@zoll.com

Jul 1,2022-Sep 30, 2022

CUSTOMER BILL TO:		CUSTOMER SHIP TO:	
NAME:	Daniel Jeffers	NAME:	Daniel Jeffers
COMPANY:	City of Sevierville Fire Department	COMPANY:	City of Sevierville Fire Department
ADDRESS:	122 Prince St.	ADDRESS:	
CITY	Sevierville	CITY	Sevierville
STATE: TN	ZIP 37962	STATE: TN	ZIP 37862
PHONE:	FAX:	PHONE:	FAX:

PURCHASE ORDER INFORMATION		DIVISION INFORMATION	
Purchase Order #		Salesperson Name:	Barry Martin
A unique Purchase Order # must be assigned to each order!			
FOB - Shipping Point		Phone:	901 208 3620
(Indicate one) Taxable:		***Confirmation e-mail***	barry.martin@redcross.org
*Non-taxable:	x	**Comment(s):**	
* Attach Tax Exempt Certificate		ZOLL a/c 169511	**ARC National & Constituent Chapters/Regions**

PAYMENT METHOD

☐ Check ☐ Visa/Mastercard ☐ Amex **Current Payment Terms: Net 30**

Card #: PLEASE INVOICE Exp.Date:

Cardholder's Name:

WITH EACH DEFIBRILLATOR PURCHASE FROM ZOLL MEDICAL CORP., THE AMERICAN RED CROSS RECEIVES A NON-TAX DEDUCTIBLE CONTRIBUTION FROM ZOLL MEDICAL EQUAL TO A PORTION OF THE PURCHASE PRICE TO HELP OFFSET TRAINING AND EDUCATION EXPENSES.

Quantity #	Part Number	Description	ARC Group Purchase Price	Quote Price	Total
	22500010101011010	ZOLL AEDPlus, CPR-D Padz, batteries, carry case, Red Cross Responder Pack, medical prescription	$1,499.00		$0.00
13	22500710701011010	ZOLL AEDPlus Fully Automatic, CPR-D Padz, batteries, carry case, Red Cross Responder Pack, medical prescription	$1,499.00	$1,350.00	$17,550.00
	8000-0855	Standard AED Wall Cabinet	$226.00	$226.00	$0.00
		Optional:			$0.00
	8900-0800-01	Replacement CPR-D Padz	$192.00		$0.00
13	8900-0810-01	Replacement Pediatric Pads (1 ea)	$108.00	$98.00	$1,274.00
	8000-0807-01	Replacement Batteries	$85.00		$0.00
	8000-001051-01	En-Pro Plus Trac1	$207.00		$0.00
	8000-001052-01	En-Pro Plus Trac5	$519.00		$0.00
	8000-001468-01	ZOLL AED Backpack G3, w/ZOLL Logo	$243.00		$0.00
	ARC/Zoll PROMO FREE Wall				$0.00
	Cabinets with Each AED				$0.00
		Standard AED Wall Cabinet PROMO Jul 1, 2022 - Sep 30, 2022	($226.00)	($226.00)	$0.00
Shipping terms:	☐ Next Day	☐ 2nd Day Air	3rd Day	☑ Ground -Standard	
IF Collect, Provide Account Number				**TOTAL**	**$18,824.00**

Signature below authorizes product shipment and invoice per the terms of this order. AED's are intended for use by or on order of a physician or persons licensed by state law.

Signature **Print Name** Daniel Jeffers **Date** 8/19/2022

AMERICAN RED CROSS DISCLAIMER:
THE AMERICAN RED CROSS IS NOT, AND SHALL NOT BE CONSTRUED TO BE, A MANUFACTURER, A MANUFACTURER'S REPRESENTATIVE OR A DISTRIBUTOR OF ZOLL AUTOMATED EXTERNAL DEFIBRILLATORS OR ANY RELATED ANCILLARY PRODUCTS FOR ANY PURPOSE AND PROVIDES NO WARRANTIES OR GUARANTEES OF ANY KIND FOR SUCH DEVICES. THIS PRODUCT ORDER WORKSHEET IS NOT A BINDING CONTRACT, NOR SHALL IT BE CONSTRUED TO BE A BINDING CONTRACT BETWEEN THE AMERICAN RED CROSS (INCLUDING ITS LOCAL CHAPTERS AND OPERATING UNITS) AND THE PURCHASER OF THE AUTOMATED EXTERNAL DEFIBRILLATOR. THE AMERICAN RED CROSS (INCLUDING ITS LOCAL CHAPTERS AND OPERATING UNITS) SHALL NOT BE CONSTRUED TO HAVE DETERMINED OR CERTIFIED THE SAFE DESIGN, OPERATION, USE OR FUNCTION OF ZOLL AUTOMATED EXTERNAL DEFIBRILLATORS OR ANY RELATED ANCILLARY PRODUCTS OR THAT ZOLL OR PURCHASER IS IN COMPLIANCE WITH ANY LAWS, CODES, OR ORDINANCES.

Board Memorandum

Date:	September 19, 2022
Agenda Item:	Consider approval to purchase a replacement Cardiac Monitor/Heart Defibrillator from ZOLL Medical Corporation, a sole source manufacturer, in the amount of $37,429.82.
Presentation:	Consider approval to purchase a replacement Cardiac Monitor/Heart Defibrillator via NPPGov, contract #PS20200, Membership ID# M-5710501. This is a budgeted item.
Requested Action:	Recommend approval to purchase a replacement Cardiac Monitor/Heart Defibrillator from ZOLL Medical Corporation.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-26467 Version: 1

Sevierville Fire Dept
122 Prince St
Sevierville, TN 37862

ZOLL Customer No: 7045

Daniel Jeffers
(865) 453-9276
djeffers@seviervilletn.org

Quote No: Q-26467
Version: 1

Issued Date: August 17, 2022
Expiration Date: October 10, 2022

Terms: NET 30 DAYS

FOB: Shipping Point

Freight: Free Freight

Prepared by: Tim Nettles
Senior EMS Territory Manager
tnettles@zoll.com
+1 8655993391

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2231411-01	**X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp, CPR Expansion Pack** Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •	1	$46,470.00	$33,632.30	$33,632.30
2	949804	8000-0670	**YSI Reusable Adult Skin Temperature Probe**	1	$138.00	$112.50	$112.50

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Sevierville Fire Dept
Quote No: Q-26467 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	949804	8000-0674	**Disposable Temperature Sensor Adapter Cable**	1	$73.00	$41.18	$41.18
4	949804	8900-0400	**CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case**	1	$666.00	$482.16	$482.16
5	949804	8300-000676	**OneStep Cable, X Series**	1	$506.00	$348.07	$348.07
6	949804	8900-000219-01	**OneStep Pediatric CPR Electrode (1 pair)**	2	$104.00	$75.34	$150.68
7	949804	8300-000208	**Microstream Advance Adult-Pediatric Intubated CO2 Filter Line, Short Term Use, Box of 25**	1	$303.00	$233.75	$233.75
8	949804	8300-000200	**Microstream Advance Adult Oral-Nasal CO2 Filter Line With O2 Tubing, Short Term Use, Box of 25**	1	$391.00	$301.75	$301.75
9	949804	8000-0895	**Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs**	1	$173.00	$133.87	$133.87
10	949804	8000-001392	**Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable**	1	$278.00	$200.90	$200.90
11	949804	8000-000371	**rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)**	1	$957.00	$676.00	$676.00
12	949804	8000-000372	**rainbow® DCI-P® SpO2/SpCO/SpMet Pediatric Reusable Sensor**	1	$957.00	$676.00	$676.00
13	949804	8000-0580-01	**Six hour rechargeable Smart battery**	1	$572.00	$421.00	$421.00
14	949804	8000-000875-01	**Paper, Thermal, BPA Free (Box of 6)**	1	$27.00	$19.66	$19.66

Subtotal: $37,429.82

Total: $37,429.82

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herin, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Sevierville Fire Dept
Quote No: Q-26467 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/about-zoll/invoice-terms-and-conditions and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on October 10, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Sevierville Fire Dept
Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978·421·9655 *(main)*
978·421·0025 *(fax)*
www.zoll.com

August 17, 2022

Sevierville Fire Dept
122 Prince St
Sevierville, TN 37862

Dear Daniel Jeffers:

We appreciate your selection of ZOLL® products. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® and X Series Advanced Defibrillators for the EMS Market. ZOLL® or Timothy Nettles, Senior EMS Territory Manager, will not sell an X Series® and X Series Advanced Defibrillator to Sevierville Fire Department through any vendor or dealer and no vendor or dealer is authorized to provide warranty or service.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9657.

Sincerely,

Nancy Branco

Nancy Branco
Contract Specialist

Board Memorandum

Date:	September 19, 2022
Agenda Item:	Consider approval of fireworks display for Sevierville Chamber of Commerce, “History and Haunts”.
Presentation:	Sevierville Chamber of Commerce has requested approval of Fireworks Display for their upcoming “Sevierville History and Haunts”, October 13, 2022. Fire Department staff has worked with Pyro Shows, Inc.’s staff to ensure the fireworks display meets all State and Local regulations.
Requested Action:	Recommend approval of the Fireworks Display for October 13, 2022.

TN Department of Commerce & Insurance

FOR OFFICE USE ONLY
LICENSE TYPE 4504
NEW ENTITY NUMBER _____
ALL FUNDS GO ON NEW ENTITY

500 James Robertson Parkway
Nashville, TN 37243
Tel: 615-741-2981
http://www.tn.gov/commerce/

APPLICATION FOR DISPLAY OF FIREWORKS/PYROTECHNICS/FLAME EFFECTS PERMIT

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

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

INSTRUCTIONS:

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

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

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

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

Operator: An individual who by experience, training and examination by the state, has demonstrated the necessary knowledge and ability to use and supervise fireworks, pyrotechnics, or flame effect displays.

FOR OFFICE USE ONLY
LICENSE TYPE 4504
NEW ENTITY NUMBER _____
ALL FUNDS GO ON NEW ENTITY

APPLICATION FOR DISPLAY OF FIREWORKS/PYROTECHNICS/FLAME EFFECTS PERMIT

(Pursuant to Tenn. Code Ann. § 68-104-201 *et al.*)

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

APPLICANT

Name: Pyro Shows, Inc.
Mailing Address: PO Box 1776
City: La Follette County: Campbell State: TN Zip: 37766
Phone #: (800) 662-1331 Email Address: permits-tn@pyroshows.com

SPONSOR

Name: Sevierville Chamber of Commerce
Mailing Address: 110 Gary Wade BLVD
City: Sevierville County: Sevier State: TN Zip: 37862
Phone #: (865) 453-6411 Email Address: _____

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

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

Name of Display: Sevierville's History & Haunts

Location of Display: 219 Court Street
Street Address

Sevierville — City
Sevier — County
37862 — Zip

Date(s) and Time(s) of Display: Oct. 13, 2022

Tennessee Licensed Exhibitor: Pyro Shows, Inc. (Name of Exhibitor) 6 (Tennessee License No.)

Tennessee Certified Operator(s): James 'Jimmy' Wilson (Operator Name) 65 (Tennessee Certification No.)

_____ Operator Name _____ Tennessee Certification No.

_____ Operator Name _____ Tennessee Certification No.

FOR OFFICE USE ONLY
LICENSE TYPE 4504
NEW ENTITY NUMBER _____
ALL FUNDS GO ON NEW ENTITY

Please select the type(s) of display(s):

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

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

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

Please list the types of fireworks (including mortar sizes), pyrotechnic devices, and/or flame effects to be used at the display(s), using additional paper if necessary: Please see attached shell summary
Sevierville's History & Haunts

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

Lansden E. Hill, Jr.
Signature of Applicant

08/30/2022
Date

SIGNATURE OF CHIEF SUPERVISORY OFFICIAL

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

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

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

Signature of Official of Fire Department

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2022

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

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Co.	10851
INSURER B : Everest Denali Insurance Company	
INSURER C : Arch Speciality Ins Co	21199
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Pyro Shows, Inc.
PO Box 1776
115 North 1st Street
La Follette TN 37766

COVERAGES **CERTIFICATE NUMBER:** 2089929717 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**	Y	Y	SI8ML01929-211	11/1/2021	11/1/2022	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT LOC							$
B	**AUTOMOBILE LIABILITY**	Y	Y	SI8CA00004-211	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	**UMBRELLA LIAB** X OCCUR	Y	Y	UXP1034375-02	11/1/2021	11/1/2022	EACH OCCURRENCE	$ 4,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Excess Liability #2	Y	Y	SI8EX01662-211	11/1/2021	11/1/2022	Each Occ/ Aggregate Total Limits	5,000,000 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.

Excess policies are excess of both the general liability and automobile policies for total limits of $10 million each.
Firework Display: October 13, 2022 (Sevierville's History & Haunts)
Additional Insured: Sevierville Chamber of Commerce; City of Sevierville; Citizens National Bank; State of Tennessee.

CERTIFICATE HOLDER

Sevierville Chamber of Commerce
110 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

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Sevierville Chamber of Commerce
History & Haunts 2022
Thursday, October 13, 2022

MAIN BODY

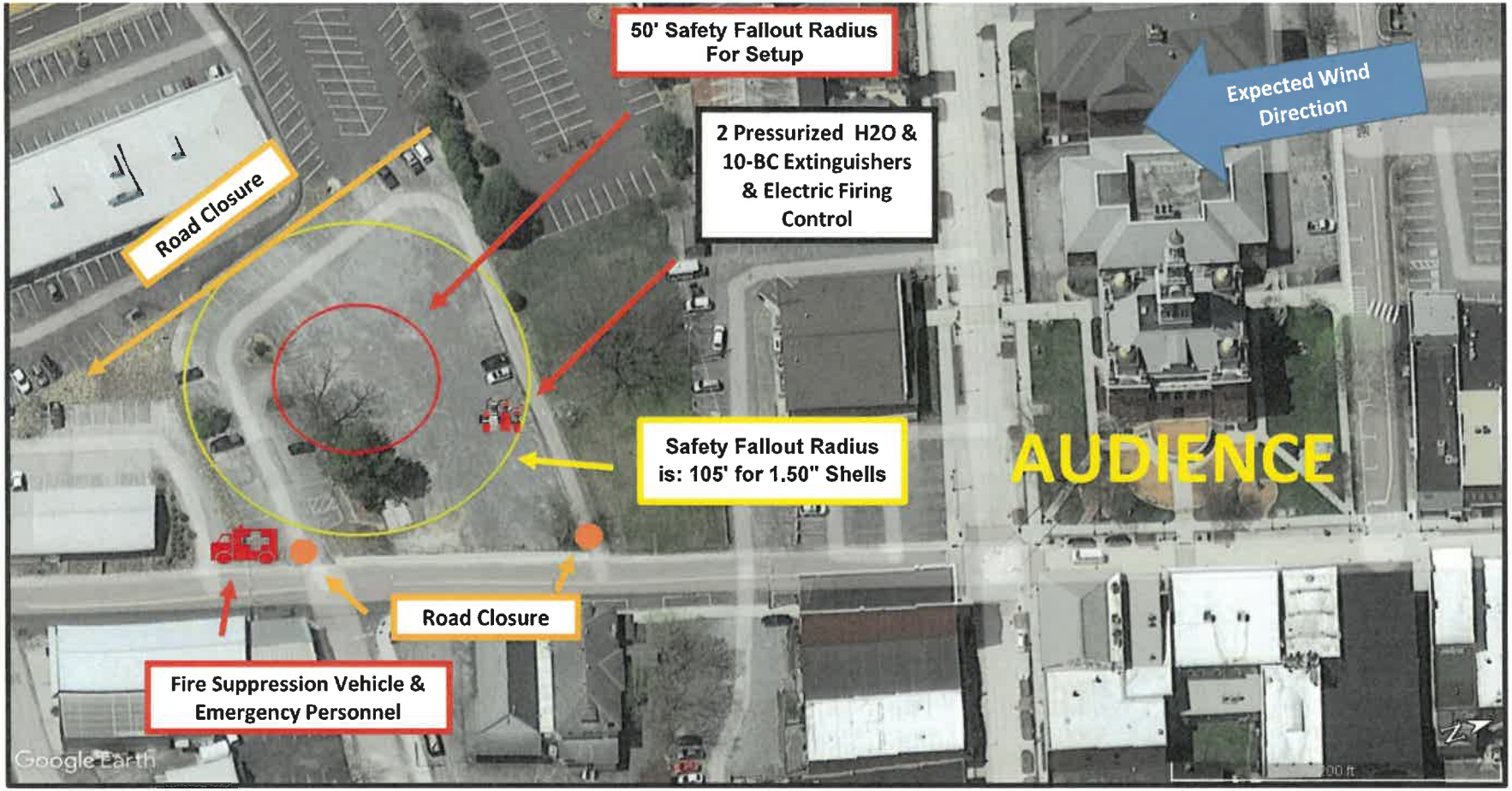
SHELL SIZE	DEVICE		QUANTITY		TOTAL
665 X .5"	Cakes		1		665
250 x 1.0"	Cakes		1		250
19 x 1.25"	Cakes		6		114
50 x 1.25"	Cakes		2		100
72 x 1.25"	Cakes		2		144
90 x 1.25"	Cakes		2		180
100 x 1.25"	Cakes		3		300
150 x 1.25"	Cakes		1		150
.5"	R/C - Eruption (70 Shot)		6		420
40mm	R/C 40MM - (8 Shot)		6		48
				MAIN BODY DEVICE TOTAL	**2,371**

FINALE

SHELL SIZE	DEVICE		QUANTITY		TOTAL
100 x .75"	Cakes		4		400
100 x 1.25"	Cakes		2		200
				TOTAL FINALE DEVICES	**200**

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	**2,571**

Fireworks 1.3 G Display
Largest Shell: 1.5
Safety Radius: 105'



Customer: Sevierville Chamber of Commerce
Show Date: Thursday, October 13, 2022
Show Address: 219 Court Street - Sevierville, TN 37862
Show Site Lat / Long: 35°51'59.3"N 83°33'59.3"W
Show Time: 9:00 p.m.
Rain Date: -

Show Name: History & Haunts 2022
Maximum Device Size: 1.5
Safety Fallout Radius: 105'
Storage Required: No
Diagram Created: 08/30/22
Diagram Created By:

Board Memorandum

Date:	September 19, 2022
Agenda Item:	Consider approval to purchase replacement Self Contained Breathing Apparatus (SCBA) equipment from Municipal Emergency Services in the amount of $114,997.
Presentation:	Consider approval to purchase replacement SCBA equipment via NPPGov, a Publicly Solicited Contract for fire departments nationwide. Resolution R-2016-003 was approved April 18, 2016, authorizing the City of Sevierville's membership in NPPGov-Fire Rescue. This is a budgeted item.
Requested Action:	Recommend approval to purchase replacement SCBA equipment from Municipal Emergency Services.

MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Quote #	QT1609272
Date	08/15/2022
Expires	10/01/2022
Sales Rep	Jenkins, Timothy A
Shipping Method	FedEx Ground
Customer	SEVIERVILLE FIRE DEPT, CITY OF
Customer #	C37839

Bill To
SEVIERVILLE FIRE DEPT, CITY OF
1162 DOLLY PARTON PKWY
SEVIERVILLE TN 37862
United States

Ship To
SEVIERVILLE FIRE DEPT, CITY OF
1162 DOLLY PARTON PKWY
SEVIERVILLE TN 37862
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814025305304			Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	12	$6,000.00	$72,000.00
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	37	$1,069.00	$39,553.00
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED	12	$287.00	$3,444.00

("NPPGov") Contract PS 20120, RFP1920 FIRE FIGHTER SELF CONTAINED BREATHING APPARATUS (SCBA)
Customer Membership ID # M-5710501
Freight is Paid
Thank You

Subtotal	$114,997.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$114,997.00

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

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

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

QT1609272

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of Retention Agreement with Napoli Shkolnik PLLC Attorneys to join a lawsuit for cost recovery action for water and wastewater systems for any current or future expenses for testing, treatment, and remediation of PFAS contamination.

PRESENTATION: The National Rural Water Association and the Tennessee Association of Utility Districts (of which we are a member) voted to engage the Napoli Shkolnik law firm to file this PFAS lawsuit. There is no cost to join the suit.

Attorney Owens has reviewed the attached documentation and retention agreement stating it is acceptable.

REQUESTED ACTION: Approval to join the suit and sign the retention agreement.

RETAINER AGREEMENT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF TENNESSEE GENERAL ARBITRATION STATUTE

City of Sevierville Water Department, Tennessee (Client), retains the Law Firm of Napoli Shkolnik PLLC, as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that are found to be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies by per- and polyfluoroalkyl and related substances (*PFAS/PFOA*), 1.4 Dioxane and other emerging hazardous contaminants. We specifically agree as follows:

1. FEE PERCENTAGE: Client and Law Firm agree that the Law Firm shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firm any legal fee if there is not any form of recovery*.

2. DISBURSEMENTS: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee.

3. COMPUTATION OF FEES. The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate

disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	**$100.00**
25% Attorney's Fee	**$ 25.00**
Net settlement	**$ 75.00**
Disbursements	**-$ 10.00**
Net to Client	**$ 65.00**

4. WITHDRAWAL: The Law Firm expressly reserves the right to withdraw its representation at any time upon reasonable notification to the client. In the event that the client advises the Law Firm to discontinue the handling of this claim, or if the client fails to cooperate with the Law Firm in the handling of this claim, client agrees to compensate the Law Firm a reasonable amount for its services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The client understands that the Law Firm have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the client desires to transfer the file from this office, the client shall be responsible to compensate the Law Firm for the reasonable value of their services. Such transfer shall not include documents or attorney work product regarding the general liability of the defendants.

5. APPEALS: The above contingency fee does not contemplate any appeal. The Law Firm are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. STATUTE OF LIMITATIONS: We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered… whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. FINANCING OF CASE: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

8. RESULTS NOT GUARANTEED: No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firm.

9. APPROVAL NECESSARY FOR SETTLEMENT: Attorneys are hereby granted a power of attorney so that they may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude this representation, including settlement and/or reducing to possession any and all monies or other things of value due to the Client under the claim as fully as the Client could do so in person. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement.

10. ASSOCIATION OF OTHER ATTORNEYS: The Law Firm may, at its own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firm employs numerous attorneys that may work on Client's case.

11. ASSOCIATE COUNSEL: The Law Firm may participate in the division of fees in this case and assume joint responsibility for the representation of the client either in the event that the Attorney retains associate counsel or that the client later chooses new counsel, provided that the total fee to the client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

12. OR APPLICABLE LAW TO APPLY: This Agreement shall be considered construed under and in accordance with the laws of the State of Tennessee or applicable law and the rights, duties and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Tennessee or applicable law.

13. ARBITRATION: Any and all disputes, controversies, claims or demands arising out of or relating to (1) this Agreement or (2) any provision hereof or (3) the providing of services by the Law Firm to Client or (4) the relationship between the Law Firm and Client, whether in contract, tort or otherwise, at law or in equity, for damages or any other relief, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in accordance with the Commercial Arbitration Rules then in effect with the American Arbitration Association. Any such arbitration proceeding shall be conducted in Sevier County, Tennessee. This arbitration provision shall be enforceable in either federal or state court in Sevier County, Tennessee pursuant to the substantive

federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in Sevier County having jurisdiction.

14. PARTIES BOUND: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns. Client or the Law Firm can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firm advance disbursements.

15. LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. PRIOR AGREEMENTS SUPERSEDED: This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____day of_____, 20_____

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER THE FEDERAL ARBITRATION ACT AND THE STATE OF TENNESSEE GENERAL ARBITRATION STATUTE

(Name of Client)	**NAPOLI SHKOLNIK, PLLC**
By:_____	_____
_____	_____
Printed Name	Printed Name of Attorney
Email Address:	

Title:_____

Address: _____

Phone_____

CONTACT/SYSTEM INFORMATION

Client:_____

Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

Legal counsel: _____

Phone number: _____

Email address: _____

Address: _____

Public Works Superintendent: _____

Phone number: _____

Email address: _____

Address: _____

Environmental Engineering Firm (if applicable): _____

Phone number: _____

Email address: _____

Address: _____

GENERAL INFORMATION

1. Have you tested for PFAS and received positive results?

Circle One: YES NO

IF YES, please attach any Reports that include results and data for all tests that you have conducted related to the presence of PFAS contamination.

1. Has there been any known usage of AFFF or Class B firefighting foam in the area (fire extinguishing, fire department training, etc.)?

Circle One: YES NO

If YES, who used them and (if known) what type(s) of AFFF were used?

1. Are there or have there ever been any airports nearby?

Circle One: YES NO

If YES, what are/were they?

1. Are there any military bases or military training facilities nearby?

Circle One: YES NO

If YES, has there been any AFFF usage there?

Circle One: YES NO

Are there any PFAS testing results available of groundwater, surface water or soil (circle all that apply)?

1. Do you know of any facility that may be storing AFFF, such as airports, fire departments or fire training facilities?

Circle One: YES NO

If YES, what are they?

1. Do you know of any local landfills or recycling centers?

Circle One: YES NO

If YES, please list them:

_____

_____

_____

1. Are you aware of any other potential source of PFAS contamination?

Circle One: YES NO

If YES, please provide a list:

_____

_____

_____

1. Have you received/issued any Drinking Water Advisories related to PFAS?

Circle One: YES NO

1. Have you received/issued any Fish Consumption Advisories related to PFAS?

Circle One: YES NO

1. Have you obtained any recovery or reimbursement of funds for investigation, testing, or remediation from any other entities (public or private) in connection with the alleged presence of PFAS in that water system?

Circle One: YES NO

If YES, please provide details:

IF YOU OPERATE A WASTE STORAGE FACILITY, LANDFILL, OR RECYCLING CENTER, PLEASE ANSWER THE FOLLOWING:

1. Do you treat effluent/leachate internally or is it sent to a wastewater treatment plant?

Which Wastewater Treatment Plant:_____

* If you treat the effluent/leachate internally, please refer to the Wastewater Treatment questions.

1. Have you ever had failures of the landfill liner that led to leachate seeping or seepage of leachate outside the bounds of this liner?

Circle One: YES NO

IF YOU OPERATE A DRINKING OR WASTEWATER TREATMENT PLANT, PLEASE ANSWER THE FOLLOWING:

1. Is the water treatment facility equipped with a method for treating water that is capable of removing PFAS contamination?

Circle One: YES NO

If YES, please specify:

1. Do you use biological treatment processes at your facility?

Circle One: YES NO

1. Do you dispose of treated biosolids (circle all that apply):

Sell for agricultural purposes

Send to a landfill

Other:

_____

1. Do you test effluent biosolids for PFAS?

Circle One: YES NO

Thank you for taking the time fill out this information sheet!

Tennessee Association of Utility Districts

Vital for Tennessee's future

NRWA

PFAS Cost Recovery Program

The Tennessee Association of Utility Districts and the National Rural Water Association engaged the law firm of Napoli Shkolnik to file a cost recovery action to provide water and wastewater systems the opportunity to recover any current or future expenses for testing, treatment and remediation of PFAS contamination. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Time is of the essence; we encourage all systems to register NOW!

NO COST

- Zero upfront cost to register the utility onto the cost rolls.
- A system must be registered prior to any settlement or judgement being reached in order to benefit.

DON'T MISS OUT

- While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway.

NO TESTING REQUIRED

- There is no threshold or cost to register onto the cost recovery rolls.
- Systems should register regardless of testing or detection status.

COMPLY WITH GUIDELINES

- The EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion.
- A system with any level of detection is likely to be out of compliance with the federal standard.

HOW TO REGISTER AND PROTECT YOUR UTILITY FROM OUT-OF-POCKET COSTS:

Call Hank Naughton, Managing Partner at 978-852-3643

Email Hank Naughton, Managing Partner, at hnaughton@napolilaw.com

Register at www.napolilaw.com/nrwa-pfas

Formal presentations are available to your utility and can be arranged by contacting Hank Naughton at hnaughton@napolilaw.com or 978-852-3643.

NAPOLI SHKOLNIK PLLC

ATTORNEYS AT LAW

Subject: Tennessee PFAS Cost Recovery Program

Tennessee Association of Utility Districts has teamed with National Rural Water Association to make you aware of a PFAS Cost Recovery Program that we strongly encourage your utility to register into, at no cost, to protect your utility and rate payers from a PFAS contamination financial burden.

As background, when the 2016 health advisory was issued by U.S. EPA, the National Rural Water Association Board of Directors, which is comprised of a National Director from all 50 state affiliates including TAUD, voted to engage the Napoli Shkolnik law firm to file a cost recovery action that would allow all utilities to register and recover any current and projected future expenses for testing, treatment and remediation due to PFAS contamination upon any potential settlement or judgement in your favor. For clarification, this is not a class action lawsuit as there are multiple classes of plaintiffs, thus they are combined into what is called multidistrict litigation. The three points we want to stress to utilities are:

1. The action is cost recovery, not punitive.
2. The litigation is filed against the global manufacturers of the compounds and does not impact local companies who may have used them.
3. There is zero upfront cost to register the utility onto the cost rolls, however, a system must be registered prior to any settlement or judgement being reached in order to benefit. While there is no timeframe as to when a settlement may be finalized, those settlement talks are underway. The recently announced revised health advisory from EPA will further place pressure on a potential settlement being reached.

There is no threshold or cost to register onto the cost recovery rolls, we encourage all systems to register and protect their system and ratepayers from a potential increased financial burden. Systems should register regardless of testing or detection status. Registering onto the cost recovery rolls is like an insurance policy without a premium and if asked by your customers, a strong positive message that the system has undertaken action to lessen any financial burden resulting from PFAS contamination.

Time is of the essence; the EPA recently set health advisory levels for PFAS as low as 4 parts per quadrillion. The EPA is in the process of establishing an enforceable maximum contaminant level (MCL) under the Safe Drinking Water Act, which essentially means that a system with any level of detection is likely to be out of compliance with the federal standard. Finally, EPA is planning to designate PFOS and PFOA as hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). All these factors raise the potential for a large financial impact if these forever compounds are detected at your utility.

The Tennessee Association of Utility Districts encourages you to take the first step and register your utility at www.napolilaw.com/nrwa-pfas.

Sincerely,

Bob Freudenthal, Executive Director

Hank Naughton, Partner

Tennessee Association of Utility Districts
Vital for Tennessee's future

NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW

A MESSAGE FROM THE MANAGING PARTNER – HANK NAUGHTON

Re: PFAS Cost Recovery Project: CONFIDENTIAL ATTORNEY WORK PRODUCT

Hoping you are having a great year so far! I'm attaching some information about my firm's work on PFAS Cost Recovery for water and wastewater utilities that I hope you will find both informative and helpful.

After spending twenty-six years in the Massachusetts House representing northern Worcester County, I am proud to have joined Napoli Shkolnik PLLC (Napoli) as Managing Partner of both the Public Client Practice Group and our PFAS Cost Recovery Program. It's always great to speak to those involved in water operations, as my dad spent 40 years with the Clinton Water Department retiring as a working foreman.

As those of you are likely aware, PFAS is getting continued and deeper scrutiny throughout the country.

OUR EXPERIENCE AND LEADERSHIP

Napoli, with over 30 years of experience, has the capability to successfully advise and represent Your community. Our firm has demonstrated, through national leadership roles in numerous mass tort and class action cases, that we have both the financial resources and the legal, human, intellectual, and technological capital to successfully pursue and obtain substantial results to benefit its clients in this PFAS Cost Recovery Program. Notable examples of this expertise include leadership in the current AFFF litigation (Aqueous Film Forming Foam), as well as in Opioid and other related drug and device cases. Our firm is able and prepared, as necessary, to advance and invest millions of dollars in time and out-of-pocket expenses, with the firm's recovery contingent upon a successful outcome, in the pursuit of the Your community claims in PFAS contamination matters.

OUR TEAM

The legal team Napoli has committed to this litigation is comprised of five partners (including myself), eighteen associates, as well as paralegal and technology support staff. We maintain low rates of turnover, assuring consistency in our work.

Please let me provide you a few specifics about this firm I've been proud to join. Mr. Paul Napoli will be serving as our primary attorney in this litigation and is nationally renowned for his leadership in the area of environmental mass tort, complex liability cases, and representing municipalities, with more than 25 years of experience. Notably, and specifically important in this case, Paul has been appointed Co-Lead Counsel in the *In re: Aqueous Film-Forming Foams (AFFF) Products Liability Multi District Litigation* (MDL) 2873 by Judge Richard M. Gergel, the District Judge in the District of South Carolina overseeing the AFFF MDL. In short, Paul has been

and will be at the table for every significant decision, procedure and activity in this case. This will mean that our ability to represent the interests of Your community will be front and center.

Mr. Napoli and our team of attorneys tackling this litigation have significant experience in environmental litigation, and is organized to address PFOA contamination, environmental hazards, air pollution, pesticides, hazardous waste, oil spills, water contamination disease clusters, fracking and energy exploration and soil contamination.

INDUSTRY RECOGNITION

Napoli attorneys have been recognized by some of the most prestigious publications, including the "Top 100 Trial Lawyers" and "Top 10 Environmental Trial Lawyers" by National Trial Lawyers. We have also been included in the invitation-only Multi-Million Dollar Advocates Forum® for the numerous multi-million-dollar verdicts and settlements we have been able to secure on behalf of our clients.

Fortune Magazine has recognized Napoli as "America's Premier Lawyers", our attorneys are regularly named to Super Lawyers® lists across the country, and the firm was selected as one of the "Best Law Firms in New York" in 2021 by *U.S. News & World Report*. In all, our team is not just able to demonstrate consistency and stability in practice, but rather, exceeding this requirement by demonstrating a stellar track record that would be instrumental in representing Towns in this PFAS Cost Recovery Action and progress.

OUR RESULTS

Napoli Shkolnik PLCC has the capacity to successfully represent Your community in this cost recovery litigation. We are able and prepared, as necessary, to advance and invest considerable resources in time and out-of-pocket expenses necessary for proposed representation cost recovery program. In recent years our firm has successfully resolved and self-funded the following mass litigations:

1. $816.45 million settlement for World Trade Center recovery workers;
2. $1.2 billion settlement of pharmaceutical litigation;
3. $52 million settlement of an MTBE environmental litigation;
4. $28 million supplemental settlement for World Trade Center recovery workers; and
5. $10 million+ awarded for asbestos victims.

In a sense, your community is ahead of the curve, having taken action to begin planning and remediating the impact of PFAS/PFOA. This forward-looking action by your administration will help to set you up for success.

OUR RESOURCES

Our firm has the significant resources required to handle the voluminous motion practice and discovery demands which will be required in this lawsuit. We are committed and prepared to fund this complex and expansive litigation leveraging our significant experience in litigating mass tort and class action matters which normally require the receipt, organization, and analysis of millions of documents. I ask that you take a moment to consider our success in the past as evidence of our ability to produce an outstanding result for Your community in this case.

I want to again thank you for taking the time to consider Napoli's proposal to represent Your community in this litigation. If I may make one final point, let it be this. If Your community chooses to retain this firm, you will have counsel who is available and accessible, both in person and virtually, always. Additionally, I feel my long experience in the Legislature and State and Federal government will allow me to stay attuned and continue to advise Your community in this quickly changing regulatory environment.

Additionally, Napoli maintains a full-time lobbying component in Washington, DC. We are tracking developments in the infrastructure legislation and other water and related legislation coming out of the House and Senate. Our goal is to keep our clients aware of other funding opportunities in addition to our cost recovery program. We truly feel ours is a full-service law firm.

Please feel free to call me at (978) 852-3643 with any questions and I truly hope we can speak again soon.

All the best,

Hank Naughton

Hank Naughton
Partner

REFERENCES

The below client list is included as documentation of the vast experience Napoli has in representing governmental entities and water and wastewater utilities. In the AFFF MDL, Napoli currently represents over one hundred counties, cities, private and public water district providers, other governmental entities and is Counsel to the National Rural Water Association, and organization with over 31,000 members.

A list of some of these entities with references is below:

Nassau County	Jared A. Kasschau, Esq.	Nassau County Attorney	(516) 571-3056	One West Street Mineola, NY 11501
Hicksville Water District	Nicholas Brigandi	Chairman of the Board	(516) 931-01844	4 Dean Street Hicksville, NY 11801
Town of Southampton	Jay Schneiderman	Supervisor	(631) 287-5740	116 Hampton Road Southampton, NY 11968
City of Dayton	John C. Musto	Chief Trial Counsel, Department of Law, Civil Division	(937) 333-4116	101 West 3rd Street Dayton, OH 45401
City of Tucson	Mike Rankin		(520) 791-4221 mike.rankin@tucsonaz.gov	255 W Alameda Street Tucson, AZ 85701
Town of Marana	Frank Cassidy	City Attorney Town of Marana Legal Department	fcassidy@maranaaz.gov	11555 W Civic Center Dr Bldg A3 Marana, Arizona, 85653-7006
Hampton Bays Water District	James Burke	Town Hall	(631) 287-3065 jburke@southamptontownny.gov	116 Hampton Road, Southampton, NY 11968
Southside Water Works and Sewer Board	Brandon Sewell	Maintenance Superintendent	(256) 442-8707	3001 AL-77 Southside, AL 35907
Weirton Water Board	Butch Mastrantoni		(304) 797-8591	200 Municipal Plaza Weirton, WV 26062

Other Environmental Clients past and present relevant to this project include the following:

Albertson Water District	Bethpage Water District	City of Glen Cove Water District Freon Contamination of Supply Wells (2010-2015)	Greenlawn Water District VOC contamination for supply wells (Present)	Manhasset-Lakeville Water District
Aqua NY of Sea Cliff	Carle Place Water District	Garden City Park Water District	Hampton Bays Water District	Oyster Bay Water District
Town of Huntington/Dix Hills Water District VOC contamination for supply wells (Present)	Town of Southampton	Village of Garden City	Village of Mineola	Tampa Bay Water District (Florida)
Pascoag Utility District (Rhode Island)	National Rural Water Association Sam Wade, CEO Emeritus	Hicksville Water District 1,4- Dioxane Contamination of Supply Well #4 VOC Contamination of Supply Well #5 (2013-2014) Perchloroethylene (PERC) Contamination of Supply Well 11-1 (2009- 2012)	Alligator Water and Sewer District (South Carolina) DBCP and EDB pesticide contamination of supply wells (2012-2015)	Methyl Tertiary Butyl Ether (MTBE) Contamination Clients (2001-2014)
Manhasset-Lakeville Water District	Plainview Water District	South Huntington Water District	Tampa Bay Water District (Florida)	City of Crystal River (Florida)
Oyster Bay Water District	South Farmingdale Water District	Town of East Hampton	Homosassa Water District (Florida)	Village of Westbury
Town of Riverhead Water District	Village of Hempstead	Village of West Hempstead Water District		

NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW

Leading the Fight Against Environmental Contamination

Contact Us For a Free Claims Analysis

PFAS OVERVIEW

More than 1500 drinking water systems across the U.S. may be contaminated with PFOA and PFOS.

According to a May 2018 Environmental Working Group (EWG) Report.

What are PFAS?

Per- and Polyfluoroalkyl Substances (PFAS) are a group of man-made chemicals that are known as "Forever Chemicals" due to their persistence and stability in the environment. The most common chemicals in this group include Perfluorooctanoic acid (PFOA) and Perfluorooctane sulfonic acid (PFOS).

Potential Contamination Sources

- Landfills
- Firefighting Facilities
- Airports
- Bio Solid Disposal on Land
- Manufacturer

This chemical cannot be boiled out of the water.

In fact, boiling contaminated water only further concentrates the chemical.

Studies have Shown

PFOA and PFOS can cause "reproductive and developmental, liver and kidney, and immunological effects in laboratory animals... Both chemicals have caused tumors in animal studies."

PFAS include but are not limited to:

- Perfluorobutyric acid (PFBA)
- Perfluorohexonoic acid (PFHxA)
- Perfluoroheptanoic acid (PFHpA)
- Perfluorooctanoic acid (PFOA)
- Perfluorononanoic acid (PFNA)
- Perfluorodecanoic acid (PFDeA)
- Perfluoroundecanoic acid (PFUA)
- Perfluorobutane sulfonic acid (PFBuS)
- Perfluorohexane sulfonic acid (PFBxS)
- Perfluorooctane sulfonic acid (PFOS)
- Perfluorododecanoic acid (PFDoA)
- Perfluorooctane sulfonamide (PFOSA)

"Every level of government—federal, Tribal, state, and local—needs to exercise increased and sustained leadership to accelerate progress to clean up PFAS contamination, prevent new contamination, and make game-changing breakthroughs in the scientific understanding of PFAS."

EPA PFAS Strategic Roadmap

Banned Chemicals

Production or importation of PFOS-based firefighting foams has already been banned in the US, Canada, the EU, Australia, and Japan.

Exposure

People can be exposed to PFAS through food, drinking water, and/or biodegradation of consumer products. These contaminants are readily absorbed by the body and, once ingested, may persist in the body for long periods of time.

Where are PFAS found?

- Firefighting Foams
- Firefighter turnout gear
- Treated clothing that is stain resistant or waterproof
- Fast food or packaged food containers, such as french fry boxes, pizza boxes, hamburger wrappers, and microwave popcorn bags
- Makeup and personal care products, such as dental floss, pressed powders, nail polish, and shaving cream with ingredients that have 'perfluoro' in the name
- Floor care products
- Cleaning products

How much PFAS have you been exposed to?

Studies estimate 18–80 million people in the U.S. receive tap water containing at least 10 ng/L of PFOA and PFOS, and more than 200 million people receive water with concentrations of at least 1 ng/L.

David Q. Andrews, Olga V. Naidenko, Population-Wide Exposure to Per- and Polyfluoroalkyl Substances from Drinking Water in the United States, Environmental Science & Technology Letters 2020 7 (12), 931-936, DOI: 10.1021/acs.estlett.0c00713, *https://doi.org/10.1021/acs.estlett.0c00713*

MILITARY PERSONNEL HEALTH ALERT

Speak with our Veterans Advocacy Group

AFFF Products are used during fire protection, training and response activities. Due to these activities, AFFF was released into surrounding air, soil and groundwater. This caused PFAS exposure and contamination of base water supplies.

"Drinking water systems and public health officials should promptly provide consumers with information about the levels of PFOA and PFOS in their drinking water."

Environmental Protection Agency

Health Alert For Children

Children have greater exposure to PFAS than adults since they drink more water, eat more food, and breathe more air per pound of bodyweight. They can also be exposed to PFAS though crawling on carpets that contain PFAS or have been treated with stain-removing chemicals, or by putting PFAS-containing toys in their mouths.

Source: *https://www.epa.gov/pfas/our-current-understanding-human-health-and-environmental-risks-pfas#:~:text=Because%20children%20are%20still%20developing,increase%20their%20exposure%20to%20PFAS.*

Studies have also shown that PFAS exposure during pregnancy and childhood may be associated with decreased birth weight in newborns, reduced response to vaccinations, behavioral problems, impairments in cognitive function, reading skills and attention, bone growth and increased adiposity.

Source: *https://www.niehs.nih.gov/research/supported/translational/peph/podcasts/2019/may16_pfas/index.cfm*

UCMR 5 to Require PFAS Testing

The fifth Unregulated Contaminant Monitoring Rule (UCMR 5) will require all public water supplies serving more than 10,000 people to be tested for 29 PFAS compounds. Systems serving 3,300 to 10,000 people, and 800 representative public water supplies serving fewer than 3,300 will test, subject to availability of appropriations and sufficient laboratory capacity. A few states have already notified systems serving 3,000-10,000 people that they will receive tests paid for by EPA funding.

UCMR is a key provision of the SDWA that helps identify unregulated contaminants present in our drinking water supply. Every five years, EPA publishes a new UCMR to address an updated set of priority unregulated drinking water contaminants. The National Defense Authorization Act for Fiscal Year 2020 (NDAA) (Public Law 116-92) amended SDWA to specify that the Administrator shall include each PFAS in UCMR 5 for which they have validated a drinking water testing method, and that is not subject to a national primary drinking water regulation. The five-year UCMR 5 period spans 2022–2026, with UCMR 5 sample collection beginning in 2023 and continuing through 2025.

Human exposure to these toxic substances, through use or contaminated drinking water, can lead to an increased risk for:

- Testicular cancer
- Liver cancer
- Bladder cancer
- Prostate cancer
- Serious thyroid problems
- Kidney cancer
- Pancreatic cancer
- Low birth weight
- Ulcerative colitis
- Preeclampsia

Unless a wastewater system is specifically designed to remove PFAS, it recirculates and distributes these harmful chemicals throughout the environment.

Studies show that Conventional Wastewater Treatment Plants (WWTPs) Do Not Effectively Remove Many Harmful PFAS

Although there has been a steep increase in PFAS research oriented towards drinking water and its effects on the environment, surface water and publicly owned treatment works (POTWs) have received little attention.

Not much is known about the quantities, types, or specific sources of discharged PFAS, yet PFAS continue to be manufactured and used. Furthermore, the EPA has not yet identified all facilities using PFAS, suggesting that there are potentially many more facilities using PFAS than previously thought.

The EPA has also verified that PFAS are present in wastewater from these facilities, which then enter surface water and POTWs. To address these issues, the EPA plans to revise existing guidelines and standards for discharges from facilities that manufacture and use PFAS.

Source: https://www.epa.gov/system/files/documents/2021-09/ow-prelim-elg-plan-15_508.pdf

PFAS are very stable compounds and, unless removed properly, can easily remain in soils or circulate through groundwater and waste water treatment plants for years.

Source: https://pfas-1.itrcweb.org/2-6-pfas-releases-to-the-environment

More than half of sewage solids produced in the country are applied to agricultural lands as fertilizer, much of which contains PFAS. PFAS can then be taken by plants and eaten by animals, thereby entering our food sources.

Source: https://pfas-1.itrcweb.org/2-6-pfas-releases-to-the-environment/

TREATMENT & REMEDIATION

The EPA has released their Strategic PFAS Roadmap, which includes Research, Restrict, Remediate

PFAS Strategic Roadmap: EPA's Commitment to Action 2021-2024

https://www.epa.gov/system/files/documents/2021-10/pfas-roadmap_final-508.pdf

Filtration Systems

According to a study conducted by the Water Research Foundation, Granular Activated Carbon (GAC) and Ion Exchange resin (IX) were most effective at removing long-chain PFCs, such as PFOA and PFOS.

Granular Activated Carbon (GAC)

Tests show successful removal of PFOA and PFOS, as well as PFBA, PFPA, PFFH, and PFDA, in groundwater via GAC filtration systems. GAC requires incineration of PFC waste to completely destroy PFOA/PFOS.

Ion Exchange Resin

Ion Exchange Resins (IX) have high adsorption capacities, long operation days, and high PFOS recovery percentages, suggesting that ion exchange resins are suitable materials for removal of PFOS in aqueous solutions, with removal of around 10–90% of PFOA and >90% of PFOS for ion exchange resin.

Many chemical manufacturers have shifted to producing smaller-chain PFAS which have fewer state regulations and awareness, significantly lower removal rates in water treatment systems, and greater mobility in soils.

The sheer number of unique PFAS (almost 5,000) means that to adequately control human exposure to PFAS, they must be regulated as a category rather than individual compounds.

EPA 3 YEAR PLAN

- Revised Health Advisory (June 2022)
- Establish a MCL under The Safe Drinking Water Act
- Declare PFOA/PFOS a Hazardous Substance

TREATMENT & REMEDIATION

Long-term robust treatment & remediation costs should be shouldered by the manufacturers who caused this pervasive contamination.

In order to close the PFAS cycle, treatment systems must be installed at both drinking water and wastewater treatment facilities

What are water treatment options that are currently available?

- Current water and wastewater treatment options include granulated or powdered activated carbon (GAC/PAC), Ion exchange resin, nanofiltration, ozone and photolysis (UV treatment).

Once PFAS is removed from the water, how is it disposed of?

- Each state will have their own permitted method of disposal but generally, once PFAS are removed, they are either sent to landfills or facilities where they are destroyed (typically via incineration).

How can PFAS be treated if there is soil contamination?

- PFAS can either be removed from soil via pump and treat methods (using above methods to remove PFAS such as activated carbon or ion exchange), in-situ treatment through oxidation, or excavation and disposal.
- Another method of treatment is immobilization of PFAS in the soil, where the PFAS are not actually removed from the soil. It is a less expensive option that is typically achieved by injecting and/or mixing activated carbon into the soil.

Is it a heavy metal?

- No, PFAS do not contain heavy metals. PFAS are synthetically-derived organic compounds containing many fluorine atoms, which make them very stable and persistent in our bodies and the environment.

Will secondary systems have to test too?

- The EPA has not indicated any such requirement.

THE ENVIRONMENTAL TEAM

Marie Napoli
Partner

Hunter J. Shkolnik
Partner

Paul J. Napoli
Partner

Andrew W. Kroner
Partner

Hank Naughton
Partner

Coral Odiot-Rivera
Partner

Veronica Vazquez
Associate

Cristina Rodriguez
Associate

Marissa Font
Associate

Kiara Gonzalez
Associate

Steve Acquario
Of Counsel

Tom Jawin
Environmental Engineer

Sam Wade
Water Consultant

Our Principals

Marie Napoli

Ms. Napoli leads the firm's Environmental Litigation Department and oversees the numerous litigations that the firm handles across the country. Her passion for justice resulted in visiting Washington D.C. in order to push Congress to establish a Victim's Compensation Fund for families exposed to contaminated water. Her fight in the capitol continues as she works to ensure individuals have safe drinking water.

Hunter J. Shkolnik

Mr. Shkolnik has appeared on national networks such as NBC and Fox News to discuss the Water Crises occurring across the country. He is also a sought after speaker on water contamination, Co-Chairing and speaking at numerous litigation conferences focusing on Lead Poisoning. Mr. Shkolnik's legal achievements are industry and peer recognized by Super Lawyers®.

Co-Liaison Counsel in the Flint Water Crisis Litigation by U.S. District Judge Judith E. Levy.

Paul J. Napoli, Partner

Mr. Napoli has litigated extensively on behalf of municipal clients for contamination to land and water supplies resulting from petroleum and related chemical spills. He lead the team who obtained more than $50 Million for environmental contamination of municipal water supplies by leaks of petroleum additive.

Co-Lead Counsel in *In Re: Aqueous Film-Forming Foams Products Liability Litigation* (MDL NO. 2:18-mn-2873-RMG).

Liaison Counsel in the Colorado PFOA/PFOS Toxic Tort Litigation.

Part 139 airports are forced to use and store PFAS-containing foams on premises.

Class B firefighting foams are used to extinguish fires involving flammable and combustible liquids, such as jet fuel.

Aqueous Film Forming Foam (AFFF) is a type of Class B foam that contains extremely high levels of PFAS and is currently the most common and widely used foam of this type. Although the FAA no longer legally requires the storage and use of AFFF at all part 139 airports, they have yet to approve a single non-PFAS containing Class B foam that could be used as a substitute.

Airports across the country are at risk of facing massive financial burdens from contaminated land and drinking water systems that will require remediation. A growing number of general aviation and Part 139 airports are filing lawsuits that seek damages and penalties from the manufacturers of firefighting foam, including The 3M Co., Tyco Fire Products L.P., National Foam, Inc., Buckeye Fire Protection, Chemguard, E.I. Du Pont De Nemours and Company and The Chemours Company.

Through no fault of their own, many airports are finding out that the prior use of foam has contaminated their property and surrounding areas, requiring cleanup.

All AFFF contains PFAS. The only Class B foams that do not contain PFAS are specifically labeled as Fluorine-Free Foams (FFF, or F3). Many AFFF may advertise as “PFOA- and PFOS- free”, however they will contain other types of PFAS whose safety is not guaranteed.

"Our firm has a continuing drive to provide the highest level of service to maximize our clients' potential recovery."

Paul J. Napoli, Partner

Settlements

$17.5 Million Settlement

This putative class action was obtained on behalf of individuals in the Town of Peshtigo, WI against chemical manufacturers for PFAS (AFFF) water contamination.

$60 Million Settlement

Achieved in connection with the MTBE contamination of Municipal Water Supplies in Long Island, New York.

$11 Million Settlement

For a water district serving over 48,000 residents in an action against several industrial entities for contamination.

$3.6 Million Settlement

Achieved for a Floridian town whose groundwater was contaminated from a chemical manufacturing plant and industrial properties.

$7 Million Settlement

Obtained in connection with the MTBE contamination of Municipal Water Supplies in Rhode Island.

Recent Publications

PFAS: A New Frontier for Waste Management and Landfill Leachate
New York State Association for Solid Waste Management (NYSASWM). Summer 2019

Litigation Combats Hazards of Aqueous Film-Forming Foam Products
American Water Works Association (AWWA) *Opflow Magazine*, August 2019

PFAS and Their Implications to Landfills
NYSASWM Newsletter: Talk of the Towns & Topics, March 2019

Statute of Limitations in Toxic Tort Cases: CPLR 214-f and Beyond
by **Paul J. Napoli** and Michelle Greene
New York Law Journal, January 2019

“People, families, and communities are affected by contaminated water. Our firm works towards justice and rebuilding lives and neighborhoods.”

Marie Napoli, Partner

Recent Litigation

$1.1 Billion Opioid Settlement

This settlement was reached with the three largest drug distributors in the New York Opioid Jury Trial, where the firm represents Nassau County.

Paul J. Napoli is Co-Lead Counsel in the New York Opioid Cost Recovery Litigation

Firefighter Lawsuit

The firm has filed a class action lawsuit, on behalf of firefighters exposed to PFAS in firefighting foam from training and response activities, to recover damages and to possibly establish a medical monitoring program.

National Opioid Trial

Representing Lake and Trumbull counties (OH) in this federal bellwether trial, the firm led the trial team that secured a verdict against the national pharmacy chain defendants.

Hunter J. Shkolnik is a member of the Plaintiffs’ Executive Committee *In re: National Prescription Opiate Litigation, MDL 2804*

$626.5 Million Flint Settlement

The Court granted final approval for the partial settlement with a number of defendants in the Flint Water Litigation.

$50 Million Opioid Settlement

Endo Pharmaceutical was accused of the role it played in the opioid epidemic and reached this settlement to exit the New York Opioid Jury Trial.

REPRESENTING YOU NATIONWIDE

- New York
- California
- Delaware
- Florida
- Illinois
- Kansas
- Maryland
- Massachusetts
- Michigan
- New Jersey
- Ohio
- Texas
- Washington DC
- Puerto Rico

Contact Us for a Free Evaluation

If you have or had to pay for treatment and remediation and your rate payers are suffering from adverse health effects related to water contamination, you can speak with our attorneys today to learn more about your legal rights.

Things to Know

- There is no cost to the water district.
- There are no fees until we are successful.
- The polluters pay for the remediation, not the rate payers.

REVISED EPA HEALTH ADVISORY

"The updated advisory levels, which are based on new science and consider lifetime exposure, indicate that some negative health effects may occur with concentrations of PFOA or PFOS in water that are near zero and below EPA's ability to detect at this time." – **EPA News Release**

This new Health Advisory dramatically lowers the advisory level from a combined 70 parts per trillion to 4 parts per quadrillion (.004 parts per trillion) for PFOA and 20 parts per quadrillion (.02 ppt) for PFOS. It also establishes a 10 ppt level for GenX compounds.

PFAS affects all our natural resources, daily interactions, health and ecosystems.

NOTES

NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW

Mission Statement

Our mission is to help our clients, whether they be families, governments, or companies, cope with their losses and their legal needs.

We strive to achieve the best possible outcome for our clients and provide an unparalleled level of service.

We accomplish this by fostering a confident client focused work environment with motivated employees where cooperation thrives and innovation is rewarded.

Polluters need to be held accountable for the contamination their products caused as well as the necessary treatment & remediation; tax payers & rate payers should not bear these costs.

CONTACT US

AWWA MEMBER

NYSAC NEW YORK STATE ASSOCIATION OF COUNTIES

NATIONAL RURAL WATER ASSOCIATION CORPORATE MEMBER NRWA

NATIONAL ASSOCIATION of COUNTIES NACo.

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NAPOLI SHKOLNIK PLLC
ATTORNEYS AT LAW

IMPORTANT NEWS

ACTION ALERT - REVISED EPA HEALTH ADVISORY

PFAS COST RECOVERY PROGRAM

"The updated advisory levels, which are based on new science and consider lifetime exposure, indicate that some negative health effects may occur with concentrations of PFOA or PFOS in water that are near zero and below EPA's ability to detect at this time." **– EPA News Release**

This new Health Advisory dramatically lowers the advisory level from a combined 70 parts per trillion to 4 parts per quadrillion (.004 parts per trillion) for PFOA and 20 parts per quadrillion (.02 ppt) for PFOS. It also establishes a 10 ppt level for GenX compounds.

These advisory levels are non-enforceable unless a state chooses to enforce them. However, they lay a framework for issuance of a standard under the Safe Drinking Water Act due this fall. Systems with any level of detects are likely to be out of compliance once when that standard is issued.

Take Action now and register, at no cost to your utility, into the Rural Water PFAS Cost Recovery Program to lessen the pending financial burden on your ratepayers. Your utility MUST be registered prior to a settlement being reached to recover expenses for testing, treatment, or remediation of PFAS contamination.

REGISTER TODAY

- **The litigation is cost recovery not punitive**
- **It is filed against the global manufacturers of the chemicals**
- **There is no threshold or cost to register into the cost recover rolls but the registration MUST be completed prior to a settlement being reached in order to benefit**

Additional information and registration is available at www.napolilaw.com/nrwa-pfas/ or by contacting Sam Wade at Swade@napolilaw.com or at (580) 917-1425.

The Napoli Shkolnik PFAS Team is availabe to make a presentation to your utiity and works with your local legal representative to represent your system. Register today and protect your utility and ratepayers.

AWWA MEMBER

NYSAC EXCELSIOR PARTNER

NATIONAL RURAL WATER ASSOCIATION CORPORATE MEMBER NRWA

NATIONAL ASSOCIATION of COUNTIES NACo.

MORE INFORMATION | CONTACT US | OFFICES NATIONWIDE

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Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of a sewer line connection for the Seymour Volunteer Fire Department at 101 Ford Hill Lane, Seymour.

PRESENTATION: Seymour VFD Fire Chief, John Linsenbigler, is requesting a sewer connection to their existing Fire Station. The septic system at this location is failing. If they get funding, they plan to begin construction of their new fire station in the spring of 2023, which already has sewer at the property.

There are no sewer capacity issues on the lines at the location.

Please see the attached map and information provided by Chief John Linsenbigler.

REQUESTED ACTION: Approval to allow connection to sewer lines.

WATER and/or SEWER SERVICE CONNECTION REQUEST

NAME: **Seymour Volunteer Fire Department**

ADDRESS: Mailing 7915 Chapman Hwy. Station #2 Knoxville, TN 37920

PHONE: (At what number may we reach you between 8 a.m. & 5 p.m.?) 865-851-1157 opt 2

PROPERTY ADDRESS/LOCATION TO BE SERVED (Attach map of property, if available)

101 Ford Hill Lane, Seymour, TN 37865

***911 physical address must be received before payment can be accepted**

FULL NAME OF OWNER: **Volunteer Fire Departmetn of Seymour, Inc**

The undersigned agrees that City of Sevierville shall not be liable for any damages caused that are the result of failure of any parts, defective or faulty installations, or equipment not provided by or done by the City.

INITIAL

Additional charges for installation and/or inspection fees may be due and will be added to and be payable with the first water/sewer bill. It is the responsibility of the customer to install or to have installed a pressure-reducing valve on all service lines.

By the City of Sevierville accepting tap fee or deposit paid by applicant at the time of filing this request, same does not constitute an approval for or acceptance by the City of Sevierville to provide the services requested in this application. Approval of this application and agreement to provide the services requested herein is subject to the City's formal approval, if any, of this application. Before approval, if any, applicant may be required to satisfy conditions and requirements of the Sevierville Water System and/or the City of Sevierville.

If approval is granted, applicant will be notified by the City of Sevierville. If approval is not granted by the City, any tap fee or deposit paid to the City at the time of making this application will be refunded to applicant. The undersigned acknowledges that approval or disapproval of this application is solely at the discretion of the City and that the City is under no obligation to provide the service requested herein.

The undersigned agrees that he/she is personally responsible for and agrees to pay for all charges made by the City of Sevierville for labor and materials provided by the Sevierville Water System as a result of this request and authorization, and that failure to make payment in full, in accordance with billing invoice, will result in discontinuance of service.

Read above before signing.

Signature of Customer _____ Date 8-17-22

Printed Name of Customer John D. Kinsenbigler

◆◆◆◆◆◆◆◆ **This section to be filled out by Customer** ◆◆◆◆◆◆◆◆◆◆

Service Requested for ☒ Existing ☐ New Construction

☐ Irrigation Meter ☐ **Temporary Construction Meter** (***Commercial Only**)

***Temporary Construction Meter is for Commercial only w/ 2" or greater meter**

☐ **WATER** ☒ 5/8" by ¾" typical residential size

☐ Other size_____(Specify)

Number of meters to be set _____ ☐ **5/8"x3/4"** ☐ **1"** ☐ **2"** ☐ **Other size** _____

☒ **SEWER** (If **only** sewer service is requested, the following information is required)

Existing Water Account # KCUD32508-001 **and** Size of Existing Water Meter 3/4"

NEW ACCOUNT #_______________

♦♦♦♦♦♦♦♦♦♦ **This section to be filled out by SWS Operations Division only** ♦♦♦♦♦♦♦♦♦♦

☐ Property Can Be Served by Existing City Water Lines ☐ Short Side Tap ☐ Long Side Tap

☐ **Set Water Meter Only**

☐ Extension of Water Line Is Necessary to Serve Property (Attach Map)

☐ Property Can Be Served by Existing Sewer Lines ☐ Short Side Tap ☐ Long Side Tap

☐ **Make Sewer Connection Only**

☐ Extension of Sewer Line Is Necessary to Serve Property (Attach Map)

☐ Sewer / E/One Pump (Required for low gravity sewer)

☐ **Improvement Fee** ☐ **Yes** ☐ **No**

____
SWS Signature Date

♦♦**For City Code Enforcement Office Use Only**♦♦♦**For SWS Finance Department Use Only**♦♦

☐ **Inside City Limits**

☐ **Outside City Limits**

Proposed Use of Property:

☐ Single Family Dwelling

☐ Duplex/Multi-Residential: ______Units

☐ Commercial/Industrial

☐ Fire Line Required
Size of Fire Line: ______inch

☐ Addition to Existing Structure

☐ New Construction

☐ Remodel

☐ Building Permit Issued

☐ Total Square Footage:__________

♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦

Water Tap Fee $__________
Inside (705) Outside (707)

Improvement Fee $__________
Pullen (717) Boyds Cr (719)

Sewer Tap Fee $__________
Inside (706) Outside (708)
Knox Chap/Shady Grove (708.1)

E/One Pump Fee (31) $__________

Fire Line Tap Fee $__________
Inside (705.1) Outside (707.1)

Add-On Fees:

__________ $__________
__________ $__________
__________ $__________
__________ $__________

Meter/Misc Materials $__________
(28)

Deposit (6.1) $__________

Service Charge (704) $__________

Total $__________

Approved by the City of Sevierville ______________________ Date__________

Approved by Sevierville Water System ______________________ Date __________

HADY LN
101
FORD HILL LN
CHAPMAN

Information Requested by the BOMA to Accompany Requests for Water and/or Sewer Extensions

In addition to the maps and information normally requested by the City of Sevierville Water and Sewer Department, the BOMA has requested the following information to accompany a request to extend water and/or sewer lines with to a new development or into a new development:

1) Is the property to be served by this request in the Urban Growth Boundary?
   Not sure
2) What is the current zoning for the property?
   C-2 Charitable
3) Is there an approved site plan for the property?
   Existing structure
4) What is the size of the property?
   1 ac
5) What is the estimated water and/or sewer flow for the proposed development?
   Sewer max flow 5GPM
6) What is the size of the water and/or sewer lines proposed for installation?
   Current water meter is ¾" via KCUD
7) What is the size of the water and/or sewer lines the proposed water and/or sewer lines being proposed will be connected to? *Existing septic field lines are failing. We have one residential kitchen sink and 2 half baths.*

If you have any questions about the above items, please call or email:

Keith Malone (865) 868-1523 or kmalone@seviervilletn.org

Sevierville Water and Sewer

9/1/2022, 12:01:35 PM

Parcel
Manholes
Other
Public
Private
Sewer Pipes
Other
Service
Gravity Main
Low Pressure
Force Main
Private
Hydrant Master
Road Centerlines
WaterPipes
Other
City

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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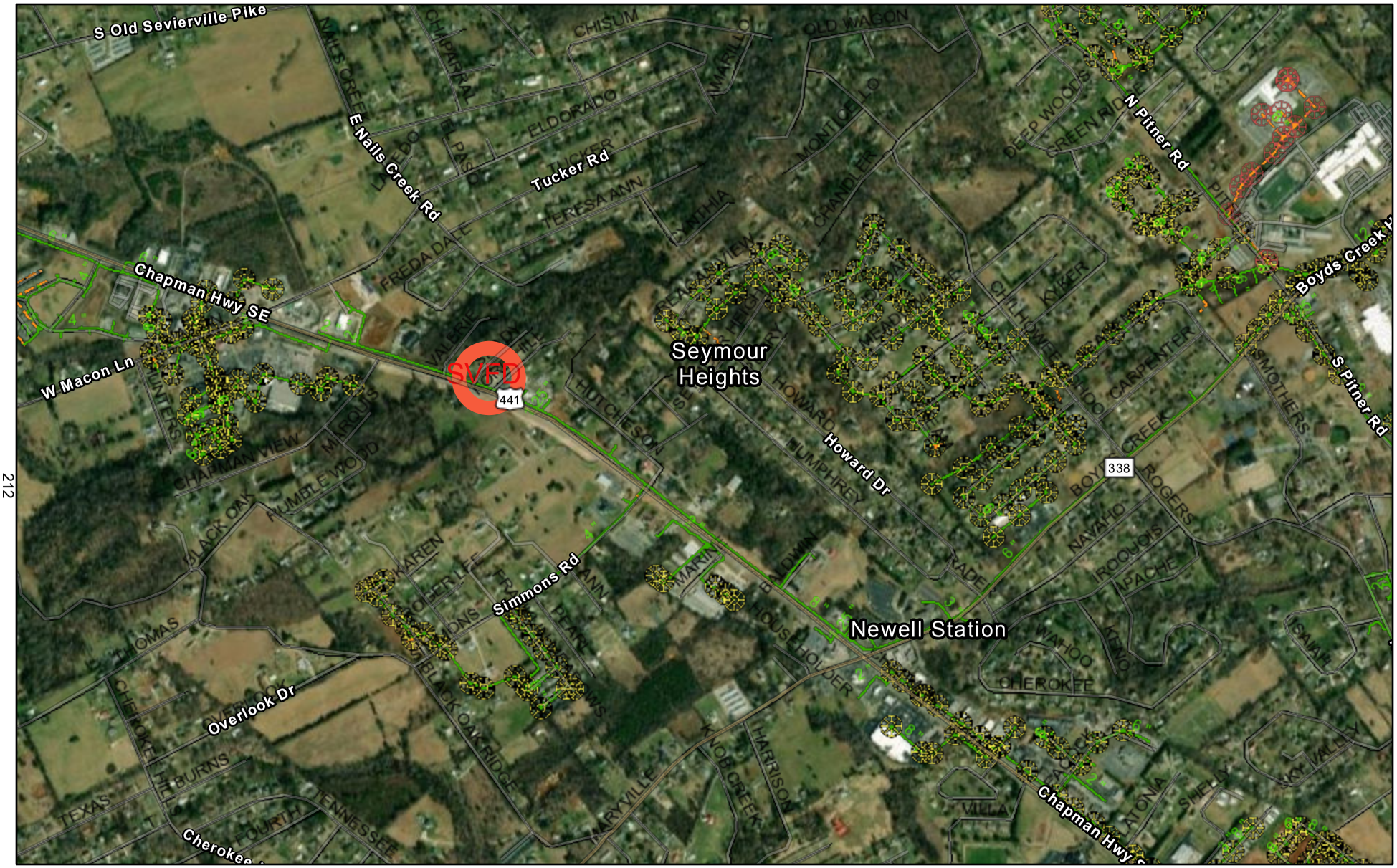
Sevierville GIS

Map is for reference purposes only

Sevierville Water and Sewer



9/1/2022, 12:05:43 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Manholes
- Private
- Other
- Public

Sewer Pipes
- Service
- Gravity Main
- Low Pressure
- Force Main
- Private
- Hydrant Master

Road Centerlines

WaterPipes
- Other

City
County
Private

Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

Sevierville GIS

Map is for reference purposes only

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of a water and sewer line connection for 440 Gists Creek Road.

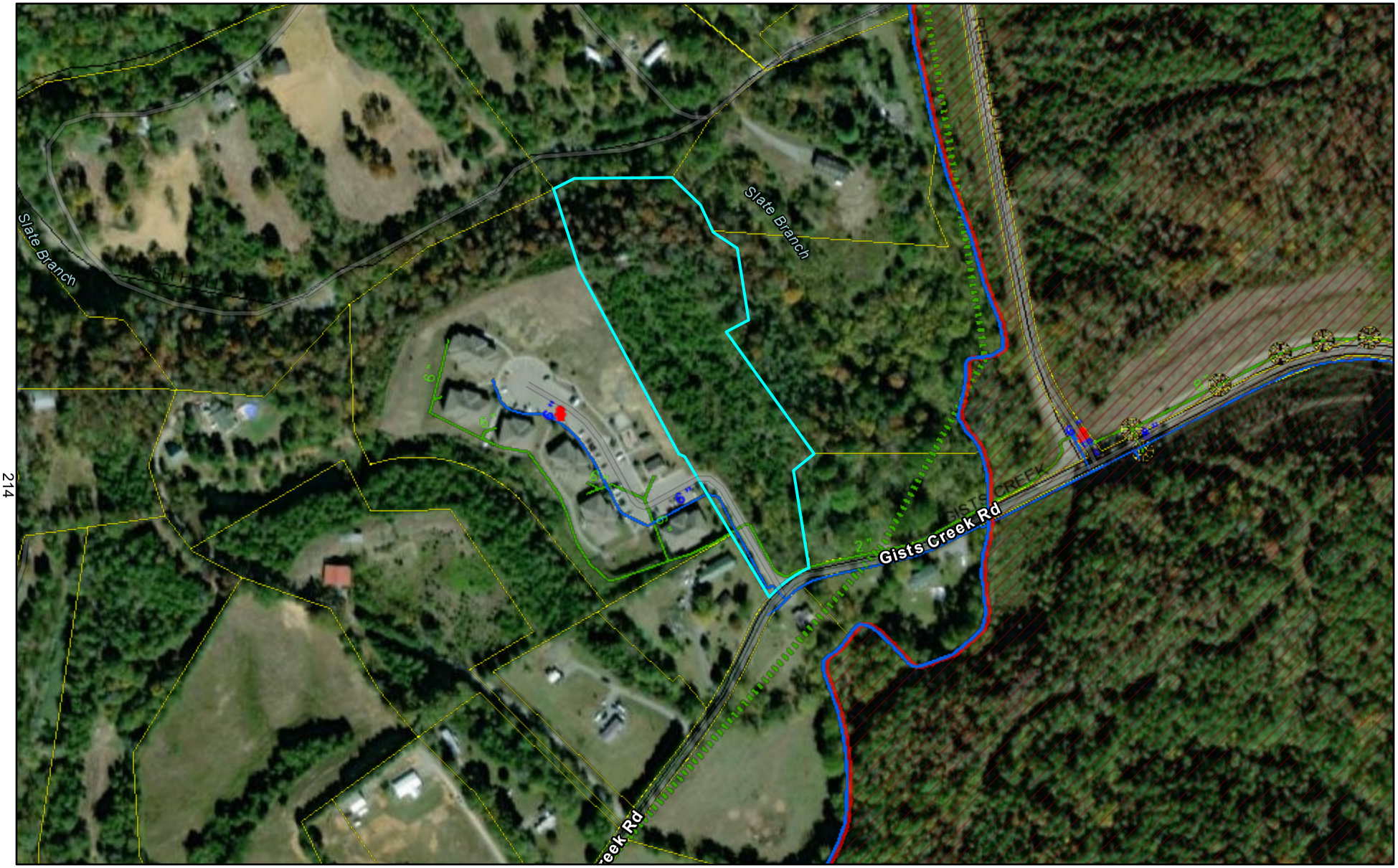
PRESENTATION: Alex Delozier is requesting a water and sewer connection for a 96-unit low-income work force housing apartment complex. Sewer and water are currently on the 5.3-acre parcel. The parcel is located outside the City limits and UGB by one parcel on Gists Creek Rd.

The water and sewer connections will be built, and any capacity issues will be upgraded by the developer to the City of Sevierville Water and Sewer Department specifications and will be done at no cost to the City of Sevierville Water and Sewer department.

Please see the attached map and information provided by Alex Delozier.

REQUESTED ACTION: Approval to allow connections to water and sewer lines.

Sevierville Water and Sewer



9/1/2022, 11:30:32 AM

Urban Growth Boundary
City Limits
Planning Region
Parcel
Manholes
Other
Public
Private
Sewer Pipes
Other
Service
Gravity Main
Low Pressure
Force Main
Private
Hydrant Master
Road Centerlines

1:4,514

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

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Sevierville GIS

Map is for reference purposes only

SITE LAYOUT (CONCEPT PLAN)			
DATE:	AUGUST 2022	DRAWN BY:	AGA
DWG SCALE:	1"=40'	CHECKED BY:	RJM
PROJECT NO:			303-214
APPROVED BY:			JMP

DRAWING NO.: C200

SHEET 1 OF

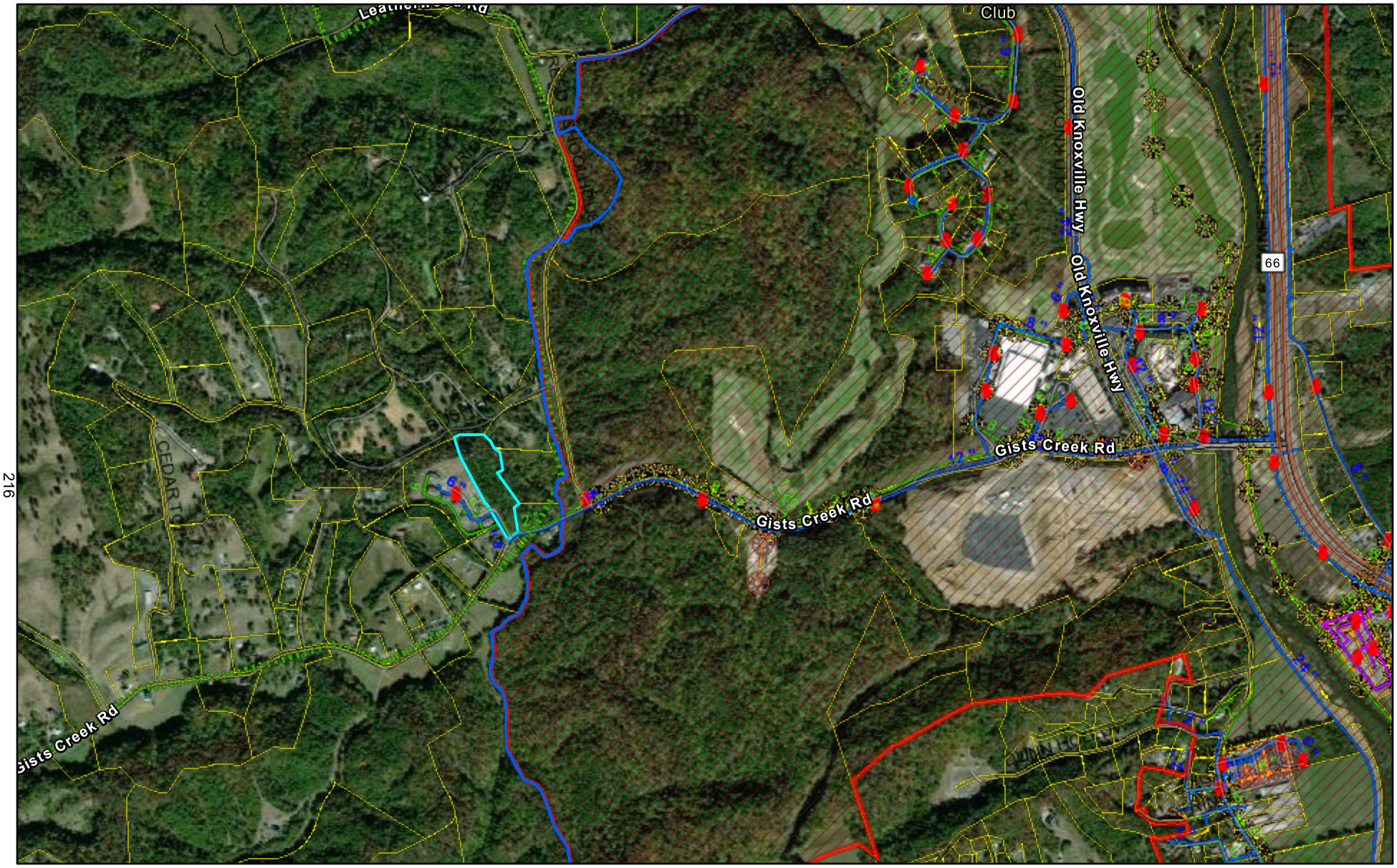
CAPITAL INVESTMENT PARTNERS, LLC.
GISTS CREEK APARTMENTS
GISTS CREEK ROAD
SEVIERVILLE, TN.

CEC
Civil & Environmental Consultants, Inc.
700 Cherrington Parkway · Moon Township, PA 15108
412-429-2324 · 800-365-2324
www.cecinc.com

REVISION RECORD

NO	DATE	DESCRIPTION

Sevierville Water and Sewer



9/1/2022, 11:32:04 AM

Urban Growth Boundary
City Limits
Planning Region
Parcel
Manholes
Other
Public
Private
Sewer Pipes
Other
Service
Gravity Main
Low Pressure
Force Main
Private
Hydrant Master
Road Centerlines

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

Sevierville GIS

Map is for reference purposes only

Information Requested by the BOMA to Accompany Requests for Water and/or Sewer Extensions

In addition to the maps and information normally requested by the City of Sevierville Water and Sewer Department, the BOMA has requested the following information to accompany a request to extend water and/or sewer lines with to a new development or into a new development:

1) Is the property to be served by this request in the Urban Growth Boundary?
- No
2) What is the current zoning for the property?
- Agricultural District (A-1)
3) Is there an approved site plan for the property?
- No. The proposed development contains two apartment buildings with 48 apartments in each building.
4) What is the size of the property?
   5.30 acres
5) What is the estimated water and/or sewer flow for the proposed development?
- Estimated flow is 12,768 gallons per day with a peak flow of 35.5 gpm.
6) What is the size of the water and/or sewer lines proposed for installation?
- The proposed water line is 6 inches, and the proposed sewer force main is 3 inches.
7) What is the size of the water and/or sewer lines the proposed water and/or sewer lines being proposed will be connected to?
- Water: 8 inches Sewer Force Main: 4 inches

If you have any questions about the above items, please call or email:

Keith Malone (865) 868-1523 or kmalone@seviervilletn.org

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of Contract Amendment 3 with TDOT for the SR35/449 Project

PRESENTATION: This contract amendment only extends the date of the contract from April 30, 2022 to February 1, 2024. The amendment changes nothing with the financial obligations of the contract for either party.

REQUESTED ACTION: Approval of TDOT Contract Amendment.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

September 7, 2022

The Honorable Robbie Fox
Mayor, City of Sevierville
120 Gary Wade Blvd.
Sevierville, TN 37862

Re: SR-448(North Parkway) to Eastgate Road (Includes SR-449 Intersection) in Sevierville
City of Sevierville, Sevier County
PIN:121620.00
Federal Project Number: STP/M-35(62)
State Project Number: 78LPLM-F3-020
Agreement Number: 150009

Dear Mayor Fox:

I am attaching an amendment to the original contract. The amendment extends the completion date of the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Taylor Lee at 615-532-3166 or Taylor.M.Lee@tn.gov.

Sincerely,

Kimery Grant

Kimery Grant
Transportation Manager 2

Attachment

Amendment Number: 3

Agreement Number: 150009

Project Identification Number: 121620.00

Federal Project Number: STP/M-35(62)

State Project Number: 78LPLM-F3-020

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

"SR-448(North Parkway) to Eastgate Road (Includes SR-449 Intersection) in Sevierville"

1. The language of Agreement # 150009 dated 2/10/20 Section B.2 a) is hereby deleted in its entirety.

2. The following is added as B.2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **February 1, 2024**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

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

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

CITY OF SEVIERVILLE

Signature:

Email: mayor@seviervilletn.org

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

B

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

APPROVED AS TO
FORM AND LEGALITY

Signature:

Email: eowens@lewisthomason.com

APPROVED AS TO
FORM AND LEGALITY

B

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

Signature:

Email: jeff.c.jones@tn.gov

Rev. 1/26/21

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of purchase of Garbage Compactor for the Public Works Department in the amount of $33,489.

PRESENTATION: Bid packages were advertised, sent to prospective bidders, and bids were opened on 8/4/22. Four vendors responded, with Reaction Distributing, Inc. being the lowest qualified bidder. Their bid was $33,489 for the purchase of a SPH34X (34 cubic yard) compactor.

This compactor will be located in the City-owned parking lot on Bruce Street. An enclosure for this compactor is under design. $160,000 is budgeted for the complete project.

REQUESTED ACTION: Approval of Purchase of Garbage Compactor from Reaction Distributing, Inc. in the amount of $33,489.

BID TABULATION

Bids for Compactor

Opening Date: 08/04/22
Time: 3:00 PM
Location: City Hall

Vendor Name	Total Price
Fleetgenius of NC	$ 34,605 * installation extra
Reaction Distributing, Inc.	$ 33,489
Stringfellow, Inc.	$ 65,274.40 * price through 8/25
Wastequip Manufacturing Co., LLC	$ 41,657.58

Attest: Tracy Baker

Tracy Baker, Assistant City Administrator

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of purchase of office furnishings for the Public Works facility in the amount of $12,828.

PRESENTATION: A bid tabulation is attached for this budgeted purchase. We are remodeling an area of the Public Works Facility for our Traffic Control Department and OfficeWorks provided the lowest bid for furniture for this new office area. Budget for the complete project is $75,000.

REQUESTED ACTION: Approval of Purchase of Office Furnishings from OfficeWorks in the amount of $12,828.

City of Sevierville
120 Gary Wade Blvd.
Sevierville, TN 37864-5500
865-453-5504

Bid Tabulation

PO #:
Date: 9/12/2022
By: D. Curd

			Bidder Name		Bidder Name			
		Vendor	Office Furniture Outfitters		OfficeWorks		Staples, Inc	
		Telephone			865-588-7280		407-475-4120	
		Quote By	Jay Brown		Amy Atchley		Jakella Hill	
Item #	Description	Quantity	Unit $	Total Price	Unit $	Total Price	Unit $	Total Price
Global	Desks & Office Furnishings	Lot		$13,323.30		$12,828.00		$12,929.98
Total Bid				$13,323.30		$12,828.00		$12,929.98
F.O.B.								
Delivery Time								

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of purchase of Heavy Duty Tire Machine for the Fleet Department in the amount of $19,600.

PRESENTATION: A bid tabulation is attached for this budgeted replacement purchase. The low bid is from NAPA of Sevierville for the purchase of a COATS HIT 5000 HD Tire Changing Machine. $64,000 is budgeted for this item along with several other replacement equipment purchases for the Fleet Department.

REQUESTED ACTION: Approval of Purchase of Tire Machine from NAPA of Sevierville in the amount of $19,600.

City of Sevierville

Public Works-Fleet

310 Robert Henderson Road, P.O. Box 5500
Sevierville, TN 37864
(865) 429-4567

Date: 08/30/22

By: Jim D.

	Bid # 1		Bid # 2		Bid # 3	
Bidder	NAPA of Sevierville		O'Reilly Auto Parts		Federated Auto Parts	
Quote by	Rick		online service		Chuck	
Telephone	865.428.3777		865.453.1249		865.453.2837	
Notes						
Item # / **Description** / **Qty**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1 COATS HIT 5000 HD tire machine, installed w/factory training		$ 19,600.00		$ 23,879.00		$ 19,580.00
		$ -				
		$ -		$ -		$ -
		$ -		$ -		$ -
Shipping		inc.		inc.		inc.
Total Bid		$ 19,600.00		$ 23,879.00		$ 19,655.00

Notes:

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of purchase of pick-up truck for the Street Department in the amount of $34,254.

PRESENTATION: This Dodge 1500 SSV Crew Cab, 4x4 truck is a budgeted replacement truck proposed to be purchased from Chrysler Dodge Jeep Ram Fiat of Columbia under State Contract #209. Purchase price is $34,254. $40,000 is budgeted for this truck.

REQUESTED ACTION: Approval of Purchase of Truck from Chrysler Dodge Jeep Ram Fiat of Columbia in the amount of $34,254.

Chrysler Dodge Jeep RAM Fiat of Columiba
106 S. James Campbell Boulevard
Columbia, TN 38401

Tennessee State Wide Contract # 209

QUOTE

RAMQ4529
Jul 22, 2022

Quoted To:

Jim Dennison
City of Sevierville
P O BOX 5500
310 Robert Henderson Road
Sevierville, TN 37864-5500

Phone: +1 (1
Fax:

Prepared By:

Russell Alan Moles
Regional Fleet Sales Manager

Phone: 865-719-0014
Email: rmoles@cdjrcolumbia.com

BASE VEHICLE			**$32,714.00**
2022 1500 SSV CREW CAB 4X4 (DS6T98)	$32,714.00	1	$32,714.00
ENGINE / TRANSMISSION			**$0.00**
5.7L V8 HEMI MDS VVT ENGINE - HEAVY DUTY ENGINE COOLING - ENGINE OIL HEAT EXCHANGER	$0.00	1	$0.00
8-SPD AUTO 8HP70 TRANS (BUY) - HEAVY DUTY TRANSMISSION OIL COOLER	$0.00	1	$0.00
ELEC SHIFT-ON-THE-FLY P/TIME T/CASE	$0.00	1	$0.00
INTERIOR / TRIM			**$155.00**
CLOTH FRONT BENCH / VINYL REAR SEAT - FRONT ARMREST W/THREE CUPHOLDERS (CDR) - POWER LUMBAR ADJUST (JPW) - FRONT CENTER SEAT CUSHION STORAGE (CVH) - 115V AUXILIARY POWER OUTLET (JKV) - STORAGE TRAY (CUY) - 40/20/40 SPLIT BENCH SEAT (CBE) - REAR FOLDING SEAT (CFM) - POWER 10-WAY DRIVER SEAT (JRT) (OPTIONAL - SELECTED)	$45.00	1	$45.00
CARPET FLOOR COVERING (OPTIONAL - SELECTED)	$110.00	1	$110.00

NOTEABLE STANDARD EQUIPMENT $0.00

N95+BIO HVAC CABIN FILTER (OPTIONAL - SELECTED)		1	
MOPAR SPRAY IN BEDLINER (OPTIONAL - SELECTED)		1	
CLASS IV RECEIVER HITCH - TRAILER TOW W/4-PIN CONNECTOR WIRING - 7 PIN WIRING HARNESS (OPTIONAL - SELECTED)		1	
INTEGRATED VOICE COMMAND W/BLUETOOTH (OPTIONAL - SELECTED)		1	
PARKVIEW REAR BACK-UP CAMERA (OPTIONAL - SELECTED)		1	
2 ADDITIONAL KEY FOBS (TOTAL OF 4 FACTORY FOBKEYS) - (PROVIDES TOTAL OF 4 FOBKEYS) (OPTIONAL - SELECTED)		1	
FULL SIZE SPARE TIRE (OPTIONAL - SELECTED)		1	

FACTORY INSTALLED EMERGENCY EQUIPMENT $0.00

UPFITTER ELECTRONIC MODULE (VSIM) (OPTIONAL - SELECTED)		1	
RED/WHITE AUXILLARY DOME LIGHT (OPTIONAL - SELECTED)		1	
CERTIFIED SPEEDOMETER (OPTIONAL - SELECTED)		1	
SPOT LIGHT WIRING PREP PACKAGE - READY FOR OUTFITTER INSTALLATION OF SPOTLIGHT (OPTIONAL - SELECTED)		1	

EXTERIOR COLOR $0.00

PX7 - BRIGHT WHITE CLEAR COAT (OPTIONAL - SELECTED)	$0.00	1	$0.00

FACTORY INSTALLED OPTIONS $1,385.00

PROTECTION GROUP - TOW HOOKS (XEA) - TRANSFER CASE SKID PLATE SHIELD (XEF) - FRONT SUSPENSION SKID PLATE (XEU) (OPTIONAL - SELECTED)	$395.00	1	$395.00
CHROME APPEARANCE GROUP - BRIGHT REAR BUMPER (MBF) - 17X7.0 ALUMINUM WHEELS (WFE) - BRIGHT GRILLE (MFD) - BRIGHT FRONT BUMPER (MCT) (OPTIONAL - SELECTED)	$695.00	1	$695.00
TRAILER BRAKE CONTROL (OPTIONAL - SELECTED)	$295.00	1	$295.00

	Unit Price	Qty	Ext. Price

Totals

Subtotal	$34,254.00
Tax	$0.00
Shipping	$0.00
Grand Total	**$34,254.00**

Units Quoted from Ground Stock or In-Bound Inventory Are Subject to Prior Sale
Pricing Good For Current Model Year Only Subsequent Model & Option Pricing May Vary
Vehicles Subject to Production by Stellantis (formerly Fiat-Chrysler Automobiles)
Production Lead Times Vary by Model & Options are controlled by FCA Group
Standard Color is White Unless Noted Otherwise

2022 RAM 1500 SPECIAL SERVICE VEHICLE

SELECT FEATURES

Assist Handles — Driver's- and passenger-side
Body Model — Crew Cab with 5'7" box
Cluster — Instrument with certified speedometer
Engine Cooling — Heavy-duty
Lighting — Ambient, for switches and interior mirror; Blue LED courtesy; Red/White LED dome light
Power Outlets — Two 12-volt auxiliary; one 115-volt auxiliary
Seats — 10-way power driver's
— Cloth bucket front seats with 10-way power adjustment for driver, Center Console Delete and folding rear bench seat trimmed in vinyl
Shock Absorbers — Heavy-duty, front and rear
Smart Start Control — Prevents starter operation while engine is running
Special Service Group — 5.7L HEMI® V8 with 8-speed Automatic transmission, 220-amp alternator, engine oil cooler, cloth bucket front seats with rear vinyl bench seat, additional key fob, remote keyless entry, color-keyed instrument-panel bezel, special certified speedometer-panel cluster and fixed rear window with optional defrost
Stabilizer Bars — Front and rear
Suspensions — Front: upper and lower A-arms, coil springs, twin-tube shocks; rear: five-link, coil springs, twin-tube shocks
Tailgate — Locking, removable, with lift assist
Tires — P265/70R17 BSW A/S
Transfer Case — Electronic part-time
Turn Signals — One-touch, three-blink lane-change feature
Vehicle System Interface Module (VSIM)
Wheels — 17 x 7-inch steel, painted Argent

SAFETY & SECURITY

Electronic Stability Control[6] System — Includes Antilock Brake System, Rain Brake Support, Ready Alert Braking, Electronic Roll Mitigation, Brake Assist, Hill Start Assist and Trailer Sway Damping[6] — Standard
ParkView® Rear Back-Up Camera[1] — Standard
Remote Keyless/Illuminated Entry — Standard
Remote Start[12] System — Available
Security Alarm[24] — Available
Sentry Key® Antitheft Engine Immobilizer — Standard
Supplemental Front-Seat-Mounted Side Air Bags[15] and Supplemental Side-Curtain Air Bags[15] for the First and Second Rows — Standard
Tire Pressure Monitoring System with Display — Standard

ENGINE/TRANSMISSION	HORSEPOWER[1,5]	TORQUE[1,5]
5.7L HEMI V8 with Variable Valve Timing and Fuel Saver Multi-Displacement System Technology/ 8-speed Automatic transmission	395 hp	410 lb-ft

2022 RAM 1500 SPECIAL SERVICE VEHICLE

EXTERIOR DIMENSIONS[1]	Crew Cab 4x4
Wheelbase	140.5
Box Length (ft)	5'7"
Overall Length with Rear Bumper	229
Overall Height (empty)	77.5
Overall Width	79.4
Track (front / rear)	68.2 / 67.5
Tailgate Load Height	34.9
GVWR (lb; max)	6,900
Payload (lb; max)	1,560
Fuel Tank Capacity (gal)	26 / 32

TOWING[2][1]	
Maximum Towing (lb) — 5.7L HEMI® V8	10,270

FUEL ECONOMY[1][2]	
2021 Fuel Economy (mpg; city / hwy)	15 / 21

INTERIOR DIMENSIONS[1]	Crew Cab 4x4
Head Room (front / rear)	41 / 39.9
Hip Room (front / rear)	63.2 / 63.2
Shoulder Room (front / rear)	66 / 65.7
Leg Room (front / rear)	41 / 40.3
Seating Capacity (max)	5 / 6

SPECIAL SERVICE PICKUP BOX[1]	5'7" Box
Number of Stake Pockets (per side)	2
Cab Back to Pickup Box	0.6
Maximum Length at Floor	67.4
Maximum Length at Floor with Open Tailgate	91.5
Depth of Box	20.1
Box Floor to Top of Cab	43.5
Cargo Volume (cu ft)	50.3
Width between Wheelhousings	51
Stake Pocket Size	2 x 1.3
Maximum Width Wall to Wall	66.4

[1]Based on 2021MY vehicle information. All dimensions are in inches unless otherwise noted

EXTERIOR PAINT COLORS

- Diamond Black Crystal Pearl
- Granite Crystal Metallic
- Billet Silver Metallic
- Patriot Blue Pearl
- Hydro Blue Pearl
- Delmonico Red Pearl
- Flame Red

Bright White

FCA | FLEET

fcausfleet.com | 1-800-999-FLEET (3533)

(1) Always check entire surroundings visually before backing up. (2) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and be prepared to use the brakes to avoid collisions. (3) To use Android Auto on your phone screen, you'll need an Android phone running 5.0 (Lollipop) or higher and the Android Auto App. Android and Android Auto are trademarks of Google LLC. (4) Requires compatible iPhone. See dealer for phone compatibility. Data plan rates apply. Vehicle user interface is a product of Apple. Apple CarPlay is a trademark of Apple Inc. iPhone is a trademark of Apple Inc., registered in the US and other countries. Apple terms of use and privacy statements apply. (5) Always check entire surroundings visually before proceeding. (6) Always drive carefully, consistent with conditions. Always wear your seat belt and obey traffic laws. (7) This system is solely an alert system for the front of the vehicle that does not take any actions to change vehicle dynamics to avoid a collision, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and be prepared to use the brakes to avoid collisions. (8) This system is an alert system for the front of the vehicle. It is not a substitute for active driver involvement. The driver must remain aware of traffic conditions and be prepared to use the brakes to avoid collisions. (9) HAS requires the driver to keep his or her hands on the steering wheel at all times. This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (10) This system is a driver convenience system, not a substitute for active driver involvement. The driver must remain aware of traffic conditions and maintain control of the vehicle. (11) Always look before proceeding. An electronic drive aid is not a substitute for conscientious driving. Always be aware of your surroundings. (12) Check state and local laws regarding the use of remote start systems. (13) Your service will automatically stop at the end of your trial subscription unless you decide to continue service. If you do not wish to enjoy your trial subscription, you can cancel it by calling the number below. **If you decide to continue service after your trial subscription, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates.** Fees and taxes apply. Please see our Customer Agreement at www.siriusxm.com for complete terms and how to cancel, which includes calling us at 1-866-635-2349. All fees, content and features are subject to change. (14) All SiriusXM Guardian equipped vehicles come with a 12-month trial effective on the date of purchase or lease of a new vehicle. Enrollment in the trial is required to receive service. Upon expiration of the trial period, purchase of a subscription is required to continue SiriusXM Guardian. SiriusXM Guardian is available only on equipped vehicles purchased within the United States and Puerto Rico. Services can only be used where cellular coverage is available. See Uconnect and SiriusXM Guardian Terms of Service for complete service limitations. (15) Traffic Sign Recognition is not a substitute for safe and attentive driving. Factors including weather and condition of the traffic sign can impact recognition and display of the sign. Always check traffic signs visually while driving. (16) The Uconnect Phone requires a mobile phone equipped with the Bluetooth Hands-Free Profile. To check phone compatibility, please visit www.UconnectPhone.com. (17) Based on manufacturer's estimates -- actual mileage may vary. (18) Based on 2021 model-year specifications. (19) Always sit properly in designated seating positions with seat belts fastened at all times. (20) Only available in Texas. (21) When properly equipped. See dealer for details. (22) Always sit properly with the head restraint properly adjusted. Never place anything in front of the head restraint. (23) Voice Text Reply and Voice Texting features require a compatible mobile device enabled with Bluetooth Message Access Profile (MAP). iPhone and some other smartphones do not currently support Bluetooth MAP. Visit www.UconnectPhone.com for system and device compatibility. Ensure MAP is ON and incoming message notification is enabled. Vehicle must be registered for Uconnect Access and you must fulfill minimum subscription requirements. Also requires the use of a compatible smartphone that supports text messaging and Bluetooth. Check www.UconnectPhone.com for device compatibility. (24) Vehicle must be locked and system activated for alarm to sound. (25) Based on EPA-estimated 82 MPGe and 30 MPG combined. Actual mileage may vary. (26) Do not attempt water fording unless depth is known and consistent with the vehicle's water fording rating in the Owner's Manual. Traversing water can cause damage that may not be covered by the new vehicle warranty. Always off-road responsibly in approved areas. (27) Vehicle must be in an active and usable cellular range and properly equipped with a Uconnect 5 or Uconnect 5 NAV system and Rear-Seat Entertainment Package. Requires a Wi-Fi data plan and linked Amazon account to run Amazon Fire TV in the vehicle. Streaming service subscriptions are not included. (28) Available on properly-equipped vehicles with a Uconnect 4C/4C NAV 5/5C NAV system. Requires a Wi-Fi hotspot plan and linked Amazon account to run Alexa in the vehicle. (29) Based on EPA-estimated all-electric 0 – 32-mile rating with fully charged battery. Actual mileage may vary. (30) Based on EPA-estimated 520-mile total range estimate. Actual mileage may vary. (31) Based on EPA-estimated 82 MPGe mpg of gasoline equivalent (MPGe). Actual mileage may vary.

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STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

TT of Columbia Inc
106 S James Campbell Blvd
Columbia, TN 38401

Vendor ID: 0000141027

Contract Number: 00000000000000000000072308

Title: SWC209 Vehicles

Start Date : September 24, 2021 End Date: December 31, 2023

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);

b. Tennessee local governmental agencies;

c. members of the University of Tennessee or Tennessee Board of Regents systems;

d. any private nonprofit institution of higher education chartered in Tennessee; and,

e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1
Item ID: 1000187716
Police Vehicles, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: $ 0

Line 2
Item ID: 1000187717
Sedans, CDJR, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: $ 0

Line 3
Item ID: 1000187718
Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: $ 0

Line 4
Item ID: 1000187719
Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: $ 0

Line 5
Item ID: 1000187720
Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #:
Manufacturer Item #:
Unit Price: $ 0

Line 6
Item ID: 1000179941
Optional Equipment, Generic SWC209 Asset
Unit of Measure: EA
Vendor Item/Part #: SWC209-TTOC-008
Manufacturer Item #:
Unit Price: $ 0

APPROVED: Michael F. Perry Digitally signed by Michael F. Perry DN: cn=Michael F. Perry, o=State of Tennessee, ou=Central Procurement Office, email=mike.perry@tn.gov, c=US Date: 2021.09.16 09:47:17 -05'00'

CHIEF PROCUREMENT OFFICER

BY: Mike Neely Digitally signed by Mike Neely Date: 2021.09.16 08:22:08 -05'00'

PURCHASING AGENT

DATE

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider Software Optimization Services for the Traffic Signal System in the amount of $24,800.

PRESENTATION: This quote is to compensate McCain, Inc. for professional services that will include a comprehensive maintenance and overhaul of Transparity, our traffic system central software, and integrated products. These service include implementation of Transparity Signal Performance Metrics, Historical database maintenance, software object rehabilitation, and communication channel improvements. These services will allow for optimized operations of our traffic software and allow the program to function up to date with improved technology.

REQUESTED ACTION: Approval of Software Optimization Services with McCain, Inc. in the amount of $24,800.

QUOTE

August 3, 2022

From: Ray Laigo
McCain, Inc.
2365 Oak Ridge Way
Vista, CA 92081

Attn: Joseph Dodgen
City of Sevierville, TN - Public Works
310 Robert Henderson Rd.
Sevierville, TN 37862

Reference: Quote #RL080322 - Sevierville, TN - McCain Professional Services

McCain is pleased to provide this quotation on the following item(s):

Item #	Qty	Unit	Description	Unit Cost	Ext. Cost
			Professional Services *(see scope notes 1-2)*		
1	1	Lump	***Professional Services to perform a comprehensive maintenance and overhaul of Transparity and integrated products:*** 1. Implementation of Transparity SPM on supported intersections a. Intersection & detector setup within the application b. SPM log collection setup c. Validation 2. Decommissioning of legacy UDOT system deployed in 2017 with McCain's assistance 3. Historical database maintenance a. Purging stale logs and records (>2 years) 4. Transparity object rehab a. On-premise BlueToad integration b. Browseable device additions 5. Communication channel improvements a. Work with City staff on ideal comm channel topology	$24,800.00	$24,800.00
				Total	**$24,800.00**

To be paid according to the following Billing Schedule/Milestones	Billable Amount
Completion of professional services and return of project sign-off. The following deliverables will be provided by McCain as part of this project: 1. Transparity SPM Implementation 2. BlueToad and browseable devices final implementation 3. Transparity version upgrade on server and workstations	$24,800.00

Scope Notes:

1. *This work shall not interfere with the annual maintenance renewal schedule or work.*
2. *Customer is responsible for ensuring that field communications and detection is operational and for providing the network scheme, as applicable. Does not include field hardware installation, custom aerials, or timing conversion support.*

Quote Notes:

1. *All prices are in US Dollars. All payments to be made in US Dollars.*
2. *Purchase order (PO) must match line items in quote.*
3. *Prices are firm for 30 days. Tax and freight are **not** included.*
4. *All software available through remote download only.*
5. *Sale is subject to McCain's standard terms and conditions.*

Quotation prepared by:
Ray Laigo
ITS Project Manager
McCain, Inc.

cc: Eric Itzel, Sr. Field Applications Engineer, McCain Inc.
cc: Lori Tackett, Senior Project Manager, McCain Inc.
cc: Bob Ung, Director of ITS Solutions and Services, McCain Inc.

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Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of purchase of Traffic Cones for the Traffic Control Department in the amount of $14,130.

PRESENTATION: A bid tabulation is attached for this budgeted replacement purchase. The low bid is from Vulcan, Inc. for the purchase of 750 reflective traffic cones. $26,600 is budgeted for this item along with several other replacement equipment purchases for the Traffic Control Department.

REQUESTED ACTION: Approval of Purchase of Traffic Cones from Vulcan, Inc. in the amount of $14,130.

Bid Tabulation

City of Sevierville
310 Robert Henderson Road, P.O. Box 5500
Sevierville, TN 37864
(865) 429-4567

Date: 8/22/22

By: FLR

			Bid # 1		Bid # 2		Bid # 3	
		Bidder	**Vulcan, Inc.**		**G&C Supply Co.**		**CPC**	
		Quote by	**Paige Rigaud**		**Carla Atwine**		**Heidi McGee**	
		Telephone	**251-943-7000**		**800-238-3836**		**601-932-5854**	
Item #	**Description**	**Qty**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	28" Reflective Traffic Cones	750	$18.84	$14,130.00	$21.94	$16,455.00	$19.45	$14,587.50
				$0.00		$0.00		$0.00
2	Stencil Legend	1	$0.00	$0.00	$0.00	$0.00	$35.00	$35.00
	Stencil Change	750	$0.00	$0.00	$0.00	$0.00	$0.40	$300.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
				$0.00		$0.00		$0.00
	Shipping			**$0.00**		**$0.00**		**$420.00**
	Total Bid			**$14,130.00**		**$16,455.00**		**$15,342.50**

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval of purchase of four (4) Zero-turn Mowers for the Public Works Department in the amount of $49,488.56.

PRESENTATION: Bid specifications were developed and sent to multiple potential bidders. Bids were opened on September 8, 2022 with three responses (Bid Tabulation is attached). The lowest qualified bidder is Ag-Pro, LLC for the purchase of four (4) John Deere Z960M mowers for $12,372.14 each. Ag-Pro, LLC is also the state contract holder and their bid is the state contract price. The lowest bid did not meet specifications as we have specified rear discharge machines for safety purposes. $50,000 is budgeted for these replacement mowers.

REQUESTED ACTION: Approval of Purchase of four (4) Zero-turn mowers from Ag-Pro, LLC in the amount of $49,488.56.

BID TABULATION

Bids for Mowers

Opening Date: 09/08/22

Time: 3:00 PM

Location: City Hall

Vendor Name	Unit Price	Total Price
Kodak Tractor + Equipment Co.	$11,000.00	$44,000.00
Outdoor Power Plus, LLC	$13,999.21	$55,996.84
Ag-Pro LLC (state contract)	$12,372.14	$49,488.56

Attest: Tracy Baker

Tracy Baker, Assistant City Administrator

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval to purchase hardware to outfit police pursuit vehicles in the amount of $57,977.75.

PRESENTATION: The Sevierville Police Department is looking to outfit new police pursuit vehicles previously approved by the Board of Mayor and Aldermen. Dana Safety Supply is our state contract vendor #202-64686, expiration date: 7/31/2023. This is a budgeted item.

REQUESTED ACTION: Approval to purchase hardware to outfit new police vehicles in the amount of $57,977.75 from Dana Safety Supply.

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454087-B
Customer No.	SEVIPD

Bill To

SEVIERVILLE POLICE DEPARTMENT
EMAIL INVOICES TO:
accountspayable@seviervilletn.org
SEVIERVILLE, TN 37862

Contact: DAVID FINCHUM
Telephone: 865-868-1762
E-mail: dfinchum@seviervilletn.org

Ship To

SEVIERVILLE POLICE DEPARTMENT
300 GARY R. WADE BLVD
ATTN: DAVID FINCHUM
SEVIERVILLE, TN 37862

Contact: DAVID FINCHUM
Telephone: 865-868-1762
E-mail: dfinchum@seviervilletn.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/24/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	SOI QUOTE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Kyle Pippin	Kyle Pippin- Nashville	DAVID FINCHUM	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	ETSKLF200 SOI LOW FREQUENCY AFTERSHOCK SIREN W/2 SPEAKERS Warehouse: NASH Vin #:	495.0000	4,950.00
9	9	Y	ETSSLFVBK09 SOI 2020 PIUT AFTERSHOCK MNT BRACKET DRIVER Warehouse: NASH Vin #: SWC-202	27.1400	244.26
9	9	Y	ETSSLFVBK07 SOI 2020 PIUT AFTERSHOCK MNT BRACKET PASS. Warehouse: DROP Vin #:	27.1400	244.26
1	1	Y	ETSSLFVBK11 SOI FRAME MOUNT AFTERSHOCK SPEAKER MNT Warehouse: NASH Vin #: SWC-202	51.9800	51.98
20	20	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: NASH Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	155.0000	3,100.00
1	1	Y	ETSSVBK09 SOI 2022 F-150 SPEAKER BRACKET Warehouse: DROP Vin #: SWC-202	37.2600	37.26

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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Customer No.	SEVIPD

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Entered By	Salesperson	Ordered By	Resale Number
Kyle Pippin	Kyle Pippin- Nashville	DAVID FINCHUM	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	ENGSA5200RSR SOI BLUEPRINT 500SIREN REMOTE KNB 200W Warehouse: DROP Vin #: SWC-202	732.1600	7,321.60
9	9	Y	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: DROP Vin #: SWC-202	287.0400	2,583.36
10	10	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: DROP Vin #: SWC-202	233.2200	2,332.20
1	1	Y	ENGLMK003 SOI BLUEPRINT LINK MICRO KIT - 2021 FORD F150 Warehouse: DROP Vin #: SWC-202	325.6800	325.68
1	1	Y	7170-0882-03 GJ 2021+ Ford F-150 Wide Body Console Box with Cup Warehouse: DROP Vin #: (1) 20032 (1) 16030	699.0000	699.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454087-B
Customer No.	SEVIPD

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/24/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	SOI QUOTE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Kyle Pippin	Kyle Pippin- Nashville	DAVID FINCHUM	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	7170-0734-04 GJ 2020 FORD PIUT CONSOLE PACKAGE Warehouse: DROP Vin #: (1) 20032 (1) 16030	650.0000	5,850.00
9	9	Y	16298 GJ 4.5" X 2" DEEP W/ KNOCKOUT Warehouse: DROP Vin #:	36.2500	326.25
9	9	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: DROP Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ********** REPLACES NP-NOTEPAD4-XL **********	239.0000	2,151.00
9	9	Y	PK1130ITU20TM Setina 10XL Coated Polycarbonate Recessed (Tall Man) Warehouse: DROP Vin #:	695.0000	6,255.00

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Sales Quote

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/24/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	SOI QUOTE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Kyle Pippin	Kyle Pippin- Nashville	DAVID FINCHUM	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
9	9	Y	PK0123ITU202ND SMC 12-VS EXP MTL CARGO BARRIER 2020+ FORD PIUT Warehouse: DROP Vin #: VEHICLE - **********	399.0000	3,591.00
9	9	Y	BK2168ITU20 SMC PB450L With SOUNDOFF SIGNAL MPOWER Warehouse: DROP Vin #:	765.0000	6,885.00
9	9	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: DROP Vin #:	220.0000	1,980.00
9	9	Y	GK10271UHK SMC S T-RAIL MOUNT 1 UNIVERSAL HK Warehouse: DROP Vin #: GK10271UHK S T-RAIL MOUNT 1 UNIVERSAL HK	266.0000	2,394.00
10	10	Y	QWB450 LAIRD 450-470 Unity 1/4 Wave Antenna, Black Warehouse: DROP Vin #:	14.9500	149.50
10	10	Y	78815 TES LAIRD MB8U ANTENNA BASE - 17" COAX - NO CONNE Warehouse: DROP Vin #:	17.9900	179.90

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Sales Quote

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	454087-B
Customer No.	SEVIPD

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08/24/22	GROUND SHIPMENT	PPAY & ADD TO INVOICE	SOI QUOTE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Kyle Pippin	Kyle Pippin- Nashville	DAVID FINCHUM	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	23207 RF INDUSTRIES UHF male connector / CRIMP Warehouse: DROP Vin #: MFG PART #: RFU-505-ST	4.2500	42.50
10	10	Y	CF-LNDDC120 TURNKEY MOBILE Panasonic Lind 120 Watt 12-32 Volt Inpu Warehouse: DROP Vin #: Panasonic Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31,CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1	145.0000	1,450.00
10	10	Y	ENGND04101 SOI BLUEPRINT REMOTE NODE Warehouse: DROP Vin #:	208.8400	2,088.40
10	10	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: DROP Vin #:	39.5600	395.60

SWC-202 STATE CONTRACT PRICING

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

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Subtotal	55,627.75
Freight	2,350.00
Order Total	57,977.75

Board Memorandum

DATE: September 19, 2022

AGENDA ITEM: Consider approval to purchase the Rapid Assault Tool Battery-Powered Entry/Rescue Kit in the amount of $16,125.

PRESENTATION: The Sevierville Police Department SWAT Team is looking to purchase the Rapid Assault Tool Battery-Powered Entry/Rescue Kit for special operations that require operators to gain entry into a location where normal means of entry are not feasible. The vendor is Rapid Assault Tools and is sole source. This is a budgeted item.

REQUESTED ACTION: Approval to purchase the Rapid Assault Tool Battery-Powered Entry/Rescue Kit in the amount of $16,125.

Rapid Assault Tools
170 John Roberts Rd Ste 18
South Portland, ME 04106 US
(603) 477-2090
sales@ratools.com
www.ratools.com

Quote

ADDRESS	SHIP TO	SHIP VIA	Fed Ex	QUOTE	10682
Jamie Roberts Sevierville Police Department 300 Gary R Wade Blvd Sevierville, TN 37862 United States	Jamie Roberts Sevierville Police Department 300 Gary R Wade Blvd Sevierville, TN 37862 United States			DATE	06/01/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	HRP4-BAT GEN 4	HRP4-BAT Gen 4: 10,000 PSI Hydraulic Pump, Noise Reducing Foam Enclosure, HDP4 Hydraulic Door Pusher, JS41 Jamb Spreader Bar, HS4 Hydraulic Spreading Wedge, BC30 Hydraulic Bolt Cutter, Qty 2 60V Dewalt Lithium Batteries, Battery Charger, Tool Holders and Custom Designed backpack.	1	15,994.00	15,994.00

Lead Times: 60-90 days

SUBTOTAL	15,994.00
SHIPPING	131.00
TOTAL	**$16,125.00**

Accepted By

Accepted Date

RAPID ASSAULT TOOLS

TEL 978-369-0014
EMAIL info@ratools.com
WEB www.ratools.com

BATTERY-POWERED ENTRY/RESCUE KIT

The Hydraulic RatPak™ is a self-contained, multi-purpose forced entry/rescue kit. Four engineered tools are powered by a compact, reliable battery-powered hydraulic pump. The individual tools can be quickly attached onto the hydraulic hose and are immediately ready for use. The system is controlled by a hose mounted control unit.

Tools Available

- Door Pusher for inward or outward swinging doors
- Jamb Spreader for quiet, low damage entries
- Bolt cutter for chain, padlocks, and window grills
- 3-Ton Spreading Wedge for window grills, gates, and trunk lids

RAPID ASSAULT TOOLS

TEL 978-369-0014
EMAIL info@ratools.com
WEB www.ratools.com

BATTERY-POWERED ENTRY/RESCUE KIT

Hydraulic Pump

Accessory bag, Charger and Battery

Kit information

- Multi-purpose hydraulic entry/rescue kit consists of door pusher, jamb spreader, bolt cutter and low profile spreader. All tools are powered by remote-controlled, battery hydraulic pump.
- All tools are visible and easily accessible in custom engineered backpack. Tools can be removed and used in any order depending on the mission.
- Pump remains in pack ready for immediate use. If desired, pump can be quickly removed and carried for extreme mobility.
- All tools include quick disconnect couplers for fast tool changes
- Kit includes two batteries, charger and carry bag (Rain Fly Available)
- HRP4-BAT Kit weight: 50.1 lbs. (22.8 Kg) not including charger and second battery
- Kit Dimensions: 21 inches x 15 inches x 12 inches (54cm x 40cm x 32cm)
- Operating temperatures: 5-122°F (-15-50°C)

3 Ton Spreader : HS4

HRP2-BAT

Item	Part #	Weight
Door Pusher	HDP4	7.3 lbs
Jamb Spreader		5.7 lbs
Pump with bag and hose		23.3 lbs

HRP3-BAT

Item	Part #	Weight
Door Pusher	HDP4	7.3 lbs
Jamb Spreader		5.7lbs
Bolt Cutter	HBC	6.8 lbs
Hydraulic Battery Pump		23.3 lbs

HRP4-BAT

Item	Part #	Weight
Door Pusher	HDP4	7.3 lbs
Jamb Spreader		5.7 lbs
Bolt Cutter	HBC	6.8 lbs
RatWedge	HS4	6.5 lbs
Hydraulic Battery Pump		23.3 lbs

Note: Add -220V to the above part numbers for a 220V 50Hz charger

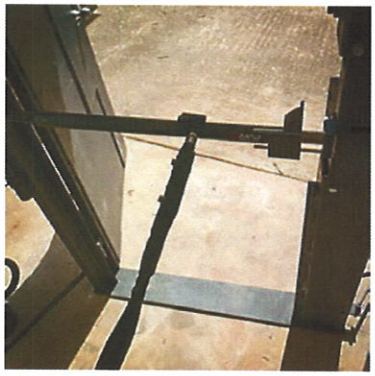
RAPID ASSAULT TOOLS
TEL 978-369-0014
EMAIL info@ratools.com
WEB www.ratools.com

HRP-BAT SERIES TECHNICAL SPECIFICATIONS

Door Pusher: HDP4

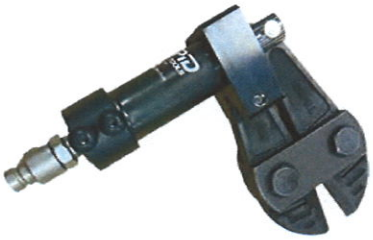
- 4 inch (102mm) stroke
- 10,000 lbs. (44kN) of force
- Includes quick coupler
- Working Pressure: 10,000psi (700 bar)
- Weight: 7.5 lbs. (3.4Kg)
- Dimensions: 10.3 inch x 4.9 inch x 3.7 inch (264mm x 114mm x 95mm)

Jamb Spreader Bar: JS41



- Screws onto end of HDP4 to create jamb spreader
- For use on jambs between 26 inches and 41 inches (66 cm and 104cm)
- 10,000 lbs. (44kN) of force
- Working Pressure: 10,000psi (700 bar)
- Weight: 5.7 lbs. (2.6Kg)

Hydraulic Bolt Cutter: HBC 30 (Included in HRP3 and HRP4)



- Suitable for cutting metal
- Drop-Forged steel alloy cutting jaws. Jaw opening at tip: 0.75 inch (18mm)
- Cutting capacity: .27in (7mm) with High Hardness HRC40, and .51in (13mm) with Low Hardness HRC 20
- 40,000 lbs. of cutting force
- Dimensions: 8.3 inch x 7.2 inch x 2.4 inch (213 mm x 184 mm x 59mm)
- Single acting steel cylinder with quick coupler, Working Pressure: 10,000psi
- Weight: 6.8 lbs. (3.1 Kg)

3 Ton Spreader: HS4 (Included in HRP4)

- Rated Load: 3 tons (2,720 Kg) at blade tips
- Closed blade height: 0.16 inch (4 mm)
- Extended blade height: 4.33 inch (10.9 cm)
- Arm Width: 2 inch (5.08 cm)
- Length: 13.2 inch (33.6 cm)
- Working Pressure:10,000psi (700 bar)
- Weight: 7 lbs (3.0 Kg)

RAPID ASSAULT TOOLS

TEL 978-369-0014
EMAIL info@ratools.com
WEB www.ratools.com

HRP-BAT SERIES TECHNICAL SPECIFICATIONS

Battery-Powered Pump

- CE certified self-contained hydraulic pump fully functional with remote control hand unit
- Operating pressure 10,000 psi (700 bar)
- Oil reservoir capacity: 0.25 gallon (960cm3)
- Pump can be controlled directly on pump or using remote control unit
- Manual pressure release button on pump
- LED indicators display remaining battery life
- Low Maintenance
- Wireless control is available at extra cost
- Fiberglass-plastic shell with high resistance to wear and damage
- Battery details: 18 VDC Li-Ion 4 Ah
- Dimensions: 14 inch x 9 inch x 7 inch (36 cm x 24 cm x 19 cm)
- Weight 12.3 lbs. (5.6 Kg) with battery installed

Hydraulic Hose with Remote

- Synthetic rubber core tube with wire braid reinforcement, includes abrasion resistant sleeve
- Quick disconnect coupler on tool end
- Length: 6.5 ft.(2 M)

Battery Charger

- Quick charger and spare battery included
- Standard input: 110VAC (60 Hz)
- 220–240VAC chargers available

Supply Bag

- Bag to carry spare battery, battery charger and operator manual

Certifications

- MIL-STD-810 Kit Available

MADE IN THE USA

RAPID ASSAULT TOOLS
www.ratools.com

June 15, 2022

To whom it may concern:

This letter has been written to confirm that Rapid Assault Tools is the sole-source manufacturer of the HRP4-BAT-GEN4 Electro-Hydraulic Breaching System. The design, assembly and manufacturing are unique to Rapid Assault Tools.

Rapid Assault Tools maintains all copyright privileges for their products and these products may be purchased directly from the company.

If you desire additional information, please contact me at the number below, or by e-mail, sales@ratools.com

Sincerely,

Joseph Strong

Joseph Strong
(603) 477-2090
Rapid Assault Tools

Board Memorandum

DATE: **September 19, 2022**

AGENDA ITEM: **Consider appeal of the determination and order by the Public Officer that a property maintenance violation has occurred**

PRESENTATION: In February of 2022, the Board of Mayor and Alderman heard a separate appeal on property located at 1416 South Circle Drive and determined the state of the property rose to the level of violation per Section 13-103 and 13-404 of the Sevierville Municipal Code. At that time the City hired outside contractors to perform a cleanup of debris and vehicles at the property. A separate Notice of Violation was issued on July 28, 2022 for a new complaint. Pictures of the investigation and a copy of the Notice of Violation with the hearing request are attached. Upon receipt of the July 28 notice, the property owner of record elected to exercise his right to appeal the Officer's decision as laid forth in Section 13-103 (6) of the Sevierville Municipal Code.

REQUESTED ACTION: **Upholding of the determination a violation has occurred**

City of Sevierville

Dept. of Code Enforcement

July 28, 2022

Doyle Oakley
1416 S. Circle Dr.
Sevierville, TN 37862

Re: Code violations at property located at 1416 S. Circle Dr. Sevierville, TN. Also identified by Tax Map 61-O, Grp. B, Parcel 018.00 and 017.00

Dear Property Owner,

This letter serves as a notice. The above described property has been inspected by the Department of Code Enforcement and is in violation of Section 13-103 of the Sevierville Municipal Code. Section 13-103 states in part: *It shall be unlawful within the City of Sevierville for any person owning, leasing, occupying or having control of the property, regardless of whether the property is a vacant lot or contains any form of structure, to permit the accumulation of debris, trash, litter, abandoned appliances, junk motor vehicles or any combination of the preceding elements so as to endanger the health, safety, or welfare of occupants or other citizens or to encourage the infestation of rodents and other harmful animals, to an extent that a nuisance is created.*

As the owner of record of the above-mentioned property, you will have ten (10) days after receiving this notice to remedy the conditions on the property (*junk/trash removed*). Failure to remedy these conditions within this period will force the Department of Code Enforcement for the City to cause these conditions to be remedied and the cost thereof be assessed against the owner of the property.

The City has determined that it will cost approximately two thousand dollars ($2000) for the City to have the violation remedied. Once again you will have ten (10) days to correct the violation on the property. Otherwise the City will proceed to have the property cleaned up and you will be billed for the work.

You may return a copy of this notice to me with a written request for a hearing if you so desire.

This notice is hereby given by Eric Denton, Department of Code Enforcement for the City of Sevierville. If you should have any questions regarding this notice, please feel free to contact me at 865-453-5504 or edenton@seviervilletn.org.

Sincerely,

Eric Denton

Eric Denton
Codes Enforcement Officer

AUGUST 8TH, 2022
DEAR MR. DENTON,
THIS IS A NOTICE REQUESTING A HEARING CONCERNING THIS LETTER ABOVE.
SINCERELY, Doyle Oakley
DOYLE OAKLEY

120 Gary Wade Blvd., P.O. Box 5500 Sevierville, TN 37864, Voice: (865)-453-5504 FAX: (865) 453-5518

State of Property Upon Initial Investigation