

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



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

May 6, 2024 Meeting  
Sevierville Civic Center  
Council Hall  
6:00 P.M.  
(Page 1 of 2)

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Invocation

**B. ROLL CALL**

**C. MINUTES – Minutes and Workshop - 4/15/2024**

**D. PUBLIC FORUM**

**E. REPORTS**

**F. COMMUNICATIONS FROM MAYOR & ALDERMEN**

New and Promoted Employee Introductions

**G. OLD BUSINESS**

1. Consider approval of **Ordinance O-2024-009** – *2<sup>nd</sup> reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located off 1415 Middle Creek Road and Veterans Parkway from LDR to NC – *Corey Divel* 1
2. Consider approval of **Ordinance O-2024-010** – *2<sup>nd</sup> reading* – An Ordinance amending subsection 2.7.2 of the Sevierville Zoning Ordinance – *Corey Divel* 5

**H. NEW BUSINESS**

1. Consider approval of **Ordinance O-2024-008** – *1<sup>st</sup> reading* – An Ordinance to amend Title 5, Chapter 7, of the Sevierville Municipal Code, entitled “Audit Requirements” – *Holly Jones* 9
2. Consider approval of **Resolution R-2024-007** – A Resolution adopting the week of May 19-25, 2024, as *Public Works Week* in the City of Sevierville – *Doug Tarwater* 12
3. Consider approval of **purchase of Asphalt Paver** in the amount of \$203,746.80 – *Doug Tarwater* 14
4. Consider approval of **ratification of Easement Agreement** with certain entities for traffic signal components – *Doug Tarwater* 17
5. Consider approval of **Amendment 1 to the Contract with TDOT** for intersection improvements at Old Knoxville Highway and Boyd’s Creek Highway – *Doug Tarwater* 28
6. Consider approval of **Annual TDOT Maintenance Contract** with maximum reimbursement of \$214,636.26 – *Doug Tarwater* 47
7. Consider approval of **a request from the City of Pigeon Forge** requesting bowling machine parts – *Bob Parker* 66
8. Consider approval to **purchase a forensic computer from Sumuri** in the amount of \$18,499 – *Joe Manning* 68
9. Consider approval to **purchase hardware to outfit police pursuit vehicles** in the amount of \$38,573.28 – *Joe Manning* 76

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**AGENDA**  
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10. Consider approval to **purchase hardware to outfit police pursuit vehicles** in the amount of \$16,748.22 – *Joe Manning* **81**
11. Consider approval of the **Southern Construction Change Order #3** for Walter State Community College pump station for additional fall protection in the amount of \$9,812.01 – *Keith Malone* **84**
12. Consider approval of **WWTP Roof Replacement bid** from Eskola Roofing for \$273,110 – *Keith Malone* **89**
13. Consider approval of **grant application** in the amount of up to \$160,000 to construct the blueways access point at Court Avenue – *Holly Jones* **91**
14. Consider approval of **Fireworks Displays for the Tennessee Smokies Baseball Team** at Smokies Park – *Matt Henderson* **92**
15. Consider approval of **expenses over \$10,000** to contract with Citadel Construction for construction of a Patio Roof for Station 3 – *Matt Henderson* **103**

**I. ADJOURNMENT**

**BOARD OF MAYOR AND ALDERMEN  
CITY OF SEVIERVILLE, TENNESSEE  
April 15, 2024**

A regular meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on April 15, 2024 at 6:00 PM.

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

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

**Absent:**

Robbie Fox, Mayor

**Senior Staff present:**

Tracy Baker, Asst. City Administrator  
Corey Divel, Development Director  
Matt Henderson, Fire Chief  
Keith Malone, Water & Sewer Director  
Joseph Manning, Police Chief  
Lynn McClurg, Chief Financial Officer/City Recorder  
Martha Norris, Convention Center Director  
Ed Owens, City Attorney  
Dustin Smith, Deputy City Administrator  
Doug Tarwater, Public Works Director  
Russell Treadway, City Administrator

Vice Mayor Koester chaired the meeting with Lynn K. McClurg as secretary of the meeting. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the minutes of the March 1, 2024 meeting and to dispense with the reading. Motion carried.

**PUBLIC FORUM**

Vice Mayor Koester opened the public forum section of the meeting. Koester opened a public hearing on ordinance O2024-006 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 100 JOHN L MARSHALL DR, TAX MAP 061G, GROUP B, PARCEL 049.00 FROM HIGH DENSITY RESIDENTIAL (HDR) DISTRICT TO ARTERIAL COMMERCIAL (AC) DISTRICT." There being no comments, the public hearing was closed.

Vice Mayor Koester opened a public hearing on ordinance O2024-007 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 109 RIVER MILL ROAD, TAX MAP 027, PARCEL 006.00 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT." There being no comments, the public hearing was closed. There being no comments, the public forum was closed.

**REPORTS & COMMUNICATIONS**

Vice Mayor Koester noted the submission of monthly reports. Koester recognized Lynn McClurg, who introduced the following new and/or recently promoted employee(s): Samantha Marrero, Finance.

## **OLD BUSINESS**

Vice Mayor Koester presented and placed for passage an ordinance O2024-006 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 100 JOHN L MARSHALL DR, TAX MAP 061G, GROUP B, PARCEL 049.00 FROM HIGH DENSITY RESIDENTIAL (HDR) DISTRICT TO ARTERIAL COMMERCIAL (AC) DISTRICT." A motion was made by Alderman Helton and seconded by Alderman Ohman to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Koester declared the ordinance passed on third and final reading.

Vice Mayor Koester presented and placed for passage an ordinance O2024-007 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 109 RIVER MILL ROAD, TAX MAP 027, PARCEL 006.00 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT." A motion was made by Alderman Rader and seconded by Alderman Helton to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Koester declared the ordinance passed on third and final reading.

## **NEW BUSINESS**

Vice Mayor Koester presented and placed for passage an ordinance O2024-009 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 OFF 1415 MIDDLE CREEK ROAD & ON VETERANS BLVD, TAX MAP 072, PARCEL 163.29 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO NEIGHBORHOOD COMMERCIAL (NC) DISTRICT." A motion was made by Alderman Rader 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. Koester declared the ordinance passed on first reading.

Vice Mayor Koester presented and placed for passage an ordinance O2024-010 entitled "AN ORDINANCE TO AMEND CHAPTER 2, TOURIST COMMERCIAL DISTRICT, OF THE SEVIERVILLE ZONING ORDINANCE". Corey Divel noted that the ordinance amends the regulations regarding maximum structure height and potential viewshed analysis. A motion was made by Alderman 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. Koester declared the ordinance passed on first reading.

Vice Mayor Koester recognized Matt Henderson, who requested approval of a fireworks permit for 5<sup>th</sup> Wheel Records "Large Cars & Guitars" show at Smokies Stadium on May 11, 2024. A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the permit as requested. Motion carried.

Vice Mayor Koester recognized Joe Manning, who requested approval to purchase sole compatible source Cellebrite Premium Unlimited cellphone digital forensics extraction software in the amount of \$246,500.01 Manning noted that the purchase is funded through the FY2023 BJA Rural and Small Violent Crime Reduction grant and will cover the cost of the software for three years. A motion was made by Alderman McCroskey and seconded by Alderman Rader to approve the purchase as requested. Motion carried.

Vice Mayor Koester recognized Keith Malone, who requested approval of amendment #1 to task order #6 with WK Dickson & Company in the amount of \$27,000.00 for engineering related to the 36-inch

sanitary sewer interceptor line rehabilitation project. Malone noted that the amendment brings the total task order fee to \$323,000.00 plus expenses and is due to the project contract extension and additional site visits. A motion was made by Alderman McCroskey and seconded by Alderman Rader to approve the amendment as presented. Motion carried.

Vice Mayor Koester recognized Doug Tarwater, who presented a task order and fee proposal from Cannon & Cannon, Inc. in the amount of \$268,415.00 for traffic engineering services for the intersection of Old Newport Highway and Pittman Center Road. A motion was made by Alderman Ohman and seconded by Alderman Helton to approve the task order as requested. 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 OF MAYOR AND ALDERMEN WORKSHOP  
CITY OF SEVIERVILLE, TENNESSEE**

**April 15, 2024**

A workshop 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, TN on April 15, 2024 at 3:30 PM.

**There were present and participating:**

Wayne Helton, Alderman  
Devin Koester, Alderman  
Travis McCroskey, Alderman  
Joey Ohman, Alderman  
Mitch Rader, Vice Mayor

**Absent:**

Robbie Fox, Mayor

**Senior Staff Present:**

Tracy Baker, Asst. City Administrator  
Corey Divel, Development Director  
Matt Henderson, Fire Chief  
Keith Malone, Water & Sewer Director  
Joseph Manning, Police Chief  
Lynn McClurg, Chief Financial Officer/City Recorder  
Martha Norris, Convention Center Director  
Dustin Smith, Deputy City Administrator  
Doug Tarwater, Public Works Director  
Russell Treadway, City Administrator

Vice Mayor Koester chaired the meeting with Lynn K. McClurg as secretary of the meeting. Koester declared a quorum and announced that the meeting would proceed.

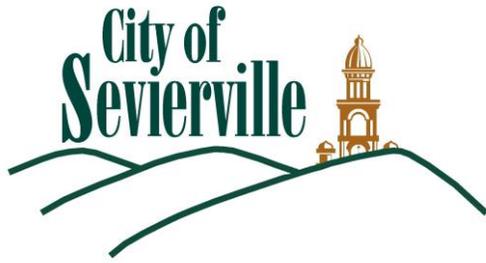
The Board discussed the following item(s):

- Fiscal Year 2025 budget.

There being no further business to discuss, the meeting adjourned at 4:46 PM.

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

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



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-009 – *2<sup>nd</sup> reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located off 1415 Middle Creek Road and Veterans Parkway from LDR to NC

**PRESENTATION:** As presented in the Staff report attached, Lynn Janutolo requested the property, located off 1415 Middle Creek Road and Veterans Pkwy, Tax Map 072, Parcel 163.29, be rezoned from Low Density Residential (LDR) to Neighborhood Commercial (NC).

**REQUESTED ACTION:** Approval of O-2024-009 on 2<sup>nd</sup> Reading.

**ORDINANCE NO. O-2024-009**

**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 OFF 1415 MIDDLE CREEK  
ROAD & ON VETERANS PARKWAY, TAX MAP 072, PARCEL 163.29 FROM LOW  
DENSITY RESIDENTIAL (LDR) DISTRICT TO NEIGHBORHOOD COMMERCIAL  
(NC) 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 off of 1415 Middle Creek Road and on Veterans Parkway (Tax Map 072, Parcel 163.29), from Low Density Residential (LDR) District to Neighborhood Commercial (NC) 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: 04/15/2024**

**Passed on 2nd reading:**

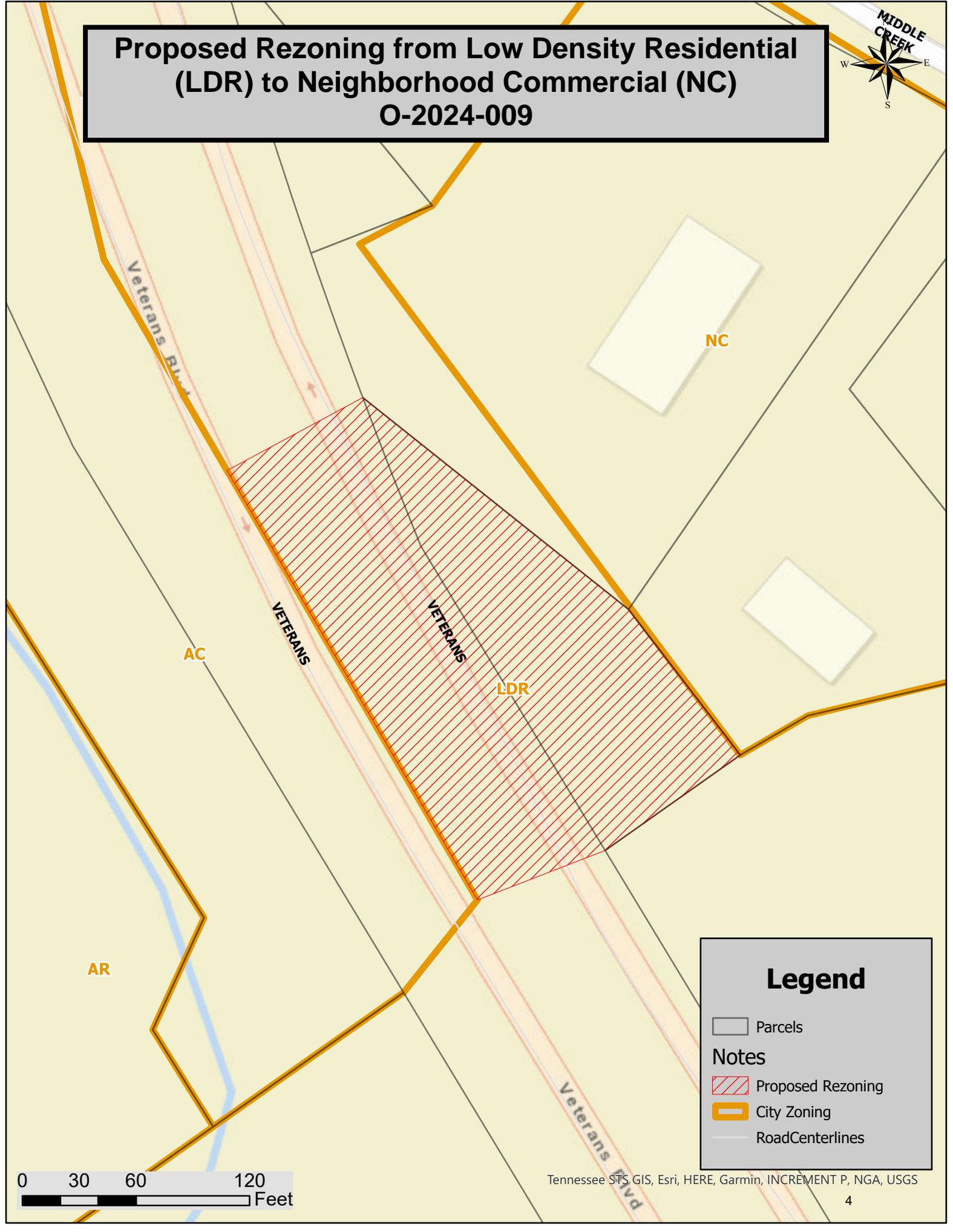
**Passed on 3rd reading:**



Development Department  
 Staff Report to Planning Commission  
 Rezoning Request – City of Sevierville  
 1415 Middle Creek Road – Parcel 072 163.29

<p><b><u>Applicant:</u></b> Lynn Janutolo</p> <p><b><u>Owners:</u></b> Jalisco LLC</p> <p><b><u>Staff:</u></b> Corey Divel and Kristina Rodreick</p> <p><b><u>Tax ID Number:</u></b> Tax Map 072, Parcel 163.29</p> <p><b><u>Current Zone:</u></b> Low Density Residential</p> <p><b><u>Requested Zone:</u></b> Neighborhood Commercial</p> <p><b><u>Number of Lots:</u></b> 1</p> <p><b><u>Current Use:</u></b> Commercial</p> <p><b><u>Proposed Use:</u></b> Commercial</p> <p><b><u>Notification:</u></b> City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.</p> <p><b><u>Exhibits:</u></b> Application and Map</p>	<p><b><u>Request</u></b> Rezoning 1 parcel totaling .35 acres +/- from Low Density Residential (LDR) to Neighborhood Commercial (NC).</p> <hr/> <p><b><u>Background</u></b> Property is located within the City Limits</p> <p>The properties abutting the proposed rezoning area are as follows:</p> <p>North &amp; South – Low Density Residential (LDR) currently vacant</p> <p>East – Neighborhood Commercial (NC) used for commercial</p> <p>West- Arterial Commercial (AC) currently vacant</p> <p><b><u>Staff Comments</u></b> The immediate surrounding area is zoned for commercial and residential.</p> <p><b><u>Public Comments</u></b> None to date.</p> <p><b><u>Staff Recommendation</u></b> The property is located off Middle Creek Road to the east and Veterans Blvd to the west. The property is part of an existing development which includes a restaurant and apartments. The rezoning will create consistent zoning across the development and allow for adequate commercial signage as the current designation of LDR does not allow for normal commercial signage. Staff recommends approval.</p>
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# Proposed Rezoning from Low Density Residential (LDR) to Neighborhood Commercial (NC) O-2024-009



### Legend

- Parcels
- Notes**
- Proposed Rezoning
- City Zoning
- Road Centerlines

0 30 60 120 Feet



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-010 –  
*2<sup>nd</sup> reading* – An Ordinance amending  
subsection 2.7.2 of the Sevierville Zoning  
Ordinance

**PRESENTATION:** As presented in the support documentation attached, the proposed Zoning Ordinance amendment updates the Zoning Ordinance as it pertains to the Maximum Heights for Buildings and Non-Building Structures in the Tourist Commercial (TCL) zone. The amendment increases the allowable height of non-building structures from 88’ to match the current allowable height limit of buildings at 110’. The ordinance also creates the requirement for any structures (building or non-building) over 88’ in height to provide for a viewshed analysis. At a minimum, the analysis would study the impact of structures along nearby arterials and other points within the City of Sevierville as determined by the Planning Commission. The amendment would apply to the 8 TCL districts within the City limits which are established for the unique impact of this specialized zone.

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

**REQUESTED ACTION:** Adoption of O-2024-010 on 2<sup>nd</sup> Reading.

ORDINANCE NO. O-2024-010

**AN ORDINANCE TO AMEND CHAPTER 2, TOURIST COMMERCIAL DISTRICT 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 2, Zoning District is hereby amended by updating Subsection 2.7.2 regarding the heights of buildings and non-building structures to reflect the updates in Exhibits A & B.

**Section 2.** This ordinance shall become effective five (5) days from and after its final passage, the public welfare requiring it.

APPROVED:

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Robbie Fox, Mayor

ATTEST:

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Lynn K. McClurg, City Recorder

Passed on 1<sup>st</sup> reading: 04/15/2024

Passed on 2<sup>nd</sup> reading:

Passed on 3<sup>rd</sup> reading:

<b>2.7.2 Tourist Commercial - TCL (C-5)</b>	
<b>PURPOSE</b>	
It is the intent of this district to provide areas for large comprehensively designed mixed use developments for tourist-related uses and to further provide development regulations which recognize the unique impact and needs of such specialized mixed use developments. No previously developed area nor a presently undeveloped area shall be considered for rezoning to TCL until and unless the conditions set out in 2.7.3.1-2.7.3.3 are met.	
<b>AREA, YARD, AND HEIGHT REQUIREMENTS (ARTICLE VIII)</b>	
Minimum district and lot area	^
Minimum lot width (ft)	n/a
Minimum floor area per dwelling/short-term rental unit (sf)	n/a
Maximum impervious lot coverage (% of lot area)	n/a
Maximum Gross Unit Density (ac)	21
Maximum height for buildings (ft)	110*
Maximum height for non-building structures (ft)	110*
Minimum front yard setback for buildings	30ft
Minimum side yard setback for buildings - Up to 64ft	10^^
Minimum side yard setback for buildings - >64ft to 80ft	30
Minimum side yard setback for buildings - >80ft to 110	30 plus 1 ft for each ft above 80
Minimum rear yard setback for buildings - Up to 64ft	25
Minimum rear yard setback for buildings - >64ft to 80ft	30
Minimum rear yard setback for buildings - >80ft to 110	30 plus 1 ft for each ft above 80
Minimum front yard setback for non-building structures	The height of the structure but no less than 30 ft
Minimum side yard setback for non-building structures	The height of the structure but no less than 10 ft^^
Minimum rear yard setback for non-building structures	The height of the structure but no less than 30 ft
District Land Use	See Section 3
Development Standards	See Section 4
Parking Requirements	See Section 5
<p>NOTES: (sf = square feet, ft = feet)</p> <p>Site plan review is required according to Section 8.3, 10.1 Appendix, 8.4 if applicable.</p> <p>^25 ac shall be required to create a C-5 zone. (See 2.7.3.1 - 2.7.3)</p> <p>^^Except that no structure shall be located closer than 25 ft to the boundary to a zoning district other than TCL.</p> <p>*No structure may be more than 44 feet above the next highest structure. All structures above 88 feet in height shall comply with section 2.7.2.3.</p>	

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

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

2.7.2.3 Viewshed Analysis. The applicant shall conduct a viewshed analysis for any structure over 88 feet in height. The analysis shall identify and assess key view-points and visual resources within and surrounding the project site. The analysis should include consideration of natural features, historic landmarks, and other elements contributing to the overall visual character of the area. At a minimum, the analysis should include impact on the viewshed of Mt. Leconte and the Great Smoky Mountains National Park. The analysis shall be conducted 1,320 feet north of the nearest major arterial street most directly parallel to the non-building structure. Based on the results of the initial analysis, the Planning Commission may require additional analysis from additional elevations within the City limits of the City of Sevierville should they deem it necessary. In determination an adequate viewshed is present, the Planning Commission may consider a five (5) percent alteration to the maximum height of non-building structures.

- i. Preservation of Significant Vistas: Development projects shall be designed and sited to preserve significant vistas and scenic views identified in the viewshed analysis. Buildings and structures should not obstruct or significantly diminish these views.
- ii. Vegetation Management: Maintain and enhance existing vegetation that contributes to the visual quality of the viewshed. In cases where vegetation removal is necessary, replacement with native and visually compatible vegetation may be required.
- iii. Architectural Design Considerations: Architectural elements, such as building height, massing, and materials, should be thoughtfully designed to minimize visual impact on the surrounding viewshed. Rooftop features and rooftop equipment should be screened where feasible.



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-008 – *1<sup>st</sup> reading* – An Ordinance to amend Title 5, Chapter 7, of the Sevierville Municipal Code, entitled “Audit Requirements”

**PRESENTATION:** This amended Ordinance is to align the “Audit Requirements” of the City of Sevierville’s Municipal Code with the language contained in Tennessee Code Annotated (T.C.A. 6-54-111) which authorizes municipalities to appropriate funds for nonprofit organizations and nonprofit civic organizations.

**REQUESTED ACTION:** Approval of O-2024-008 on 1<sup>st</sup> Reading.

**ORDINANCE NO. O-2024-008**

**AN ORDINANCE TO AMEND TITLE 5, CHAPTER 7, ENTITLED “AUDIT REQUIREMENTS,”  
OF THE SEVIERVILLE MUNICIPAL CODE**

**WHEREAS**, TITLE 6, CHAPTER 54, Section 111 of the Tennessee Code Annotated, (T.C.A. 6-54-111) authorizes municipalities to appropriate funds for nonprofit organizations; and,

**WHEREAS**, TITLE 5, CHAPTER 7, entitled “Audit Requirements” of the Sevierville Municipal Code, currently exists to authorize such appropriations; and,

**WHEREAS**, the CITY OF SEVIERVILLE receives requests from nonprofit organizations to appropriate City funds to assist in the funding of the many worthwhile activities undertaken by these groups; and,

**WHEREAS**, the CITY requested and has received opinions from the City Auditors and the State of Tennessee Division of Audit regarding the proper method and the safeguards required if the Board of Mayor and Aldermen choose to appropriate City funds for nonprofit organizations; and,

**WHEREAS**, the CITY passed an Ordinance in June of 1994 pertaining to the audit report requirements for nonprofit organizations receiving City funds; and,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SEVIERVILLE, TENNESSEE, THAT THE ENTIRETY OF TITLE 5, CHAPTER 7, BE REPLACED WITH THE LANGUAGE THAT FOLLOWS.**

**CHAPTER 7**

**AUDIT REQUIREMENTS**

**SECTION**

5-701. Audit requirements for City.

**5-701. Audit requirements for City.** The City of Sevierville does hereby adopt the following as audit requirements to comply with Tennessee Code Annotated § 6-54-111 (a)-(d), such audit requirements being as follows:

(1) That a “nonprofit charitable organization” is one in which no part of the net earnings inures or may lawfully inure to the benefit of any private shareholder or individual and that provides year-round services benefiting the general welfare of the residents of the City of Sevierville; and,

(2) That a “nonprofit civic organization” is exempt from taxation pursuant to § 501(c)(4) or (c)(6) of the Internal Revenue Code of 1954 (26 U.S.C. § 501 (c)(4), (c)(6)), and operates primarily for the purpose of bringing about civic betterments and social improvements through efforts to maintain and increase employment opportunities in the City of Sevierville by promoting industry, trade, commerce,

tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational, and agricultural enterprises to locate or remain in the municipality; and,

(3) Pursuant to the statement of public policy set forth in Acts 1955, ch. 209, § 3, appropriations by the City of Sevierville assist nonprofit organizations in furthering the economic development, social welfare, and common good of the City's residents; and,

(4) These guidelines devised by the Board of Mayor and Aldermen, as authorized by the Comptroller of the Treasury for the State of Tennessee, shall provide generally that any funds appropriated shall be used to promote the general welfare of the residents of the City of Sevierville; and,

(5) Any nonprofit organization that desires financial assistance from the City of Sevierville shall file with the City Recorder a copy of an annual report of its business affairs and transactions that includes, but is not limited to:

(a) Either a copy of the entity's most recently completed annual audit or an annual report detailing all receipts and expenditures in a form prescribed by the Comptroller of the Treasury and prepared and certified by the Chief Financial Officer of such nonprofit organization; and,

(b) A description of the program that serves the residents of the City of Sevierville; and,

(c) The proposed use of the municipal assistance.

(6) The report filed pursuant to subsection (5)(a) shall be open for public inspection during regular business hours of the City's Recorder's office.

(7) Financial reports shall be available to fiscal officers of the City of Sevierville and shall be subject to audit under Tennessee Code Annotated § 6-56-105.

(8) Appropriations to nonprofit organizations other than charitable organizations may be made only once notices have been published in a newspaper of general circulation in the City of Sevierville of the intent to make an appropriation to a nonprofit, but not charitable, organization specifying the intended amount of the appropriation and the purposes for which the appropriation will be spent.

This Ordinance shall take effect five (5) days from and after its final passage, the Public Welfare requiring it.

APPROVED: \_\_\_\_\_

Robbie Fox  
Mayor

ATTEST:

\_\_\_\_\_  
Lynn McClurg, City Recorder

Passed on 1<sup>st</sup> Reading: \_\_\_\_\_

Passed on 2<sup>nd</sup> Reading: \_\_\_\_\_

Passed on 3<sup>rd</sup> Reading: \_\_\_\_\_



**RESOLUTION NO. R-2024-007**

**A RESOLUTION RECOGNIZING  
THE WEEK OF MAY 19-25, 2024 AS *PUBLIC WORKS WEEK*  
IN THE CITY OF SEVIERVILLE**

**WHEREAS**, Public Works services provided in our community are an integral part of our citizens' everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of Public Works systems and programs such as streets and highways, engineering, fleet management, facilities management, traffic control, and solid waste collection; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities and programs, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works employees; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff Public Works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

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

**THE WEEK OF MAY 19-25, 2024 IS  
*PUBLIC WORKS WEEK***

in the City of Sevierville, I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our Public Works and to recognize the contributions which Public Works employees make every day to our health, safety, comfort, and quality of life.

Passed this 6<sup>th</sup> day of May 2024 in Sevierville, Tennessee.

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

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



---

## Board Memorandum

---

**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of purchase of Asphalt Paver in the amount of \$203,746.80.

**PRESENTATION:** The Asphalt Paver owned by the City was recently damaged and is unrepairable. A replacement machine is proposed to be purchased from Stowers Cat in the amount of \$203,746.80. Insurance has reimbursed the City \$127,075.00. The balance of the purchase price will come from contingency funds.

**REQUESTED ACTION:** Approval of the purchase of an Asphalt Paver in the amount of \$203,746.80.

# Stowers



Greg Simpson  
(865) 250-4711 | gsimpson@stowerscat.com

Stowers Machinery Corporation  
6301 Old Rutledge Pike, Knoxville, TN 37924  
www.stowerscat.com

Date	Proposal ID
04/17/2024	#00020328

Prepared For	
City Of Sevierville Po Box 5500 Sevierville, TN 37864	Doug Tarwater dtarwater@sevierville.tn.gov

## Machine Configuration

Base Unit Description	Product Code
P265 Asphalt Paver Base Machine	P265-001
Cat® 3.4 Tier 4F, 74 HP Engine	
125 mm Track Group w/ 12" Steel Pads	
Adjustable, Oscillating Push Rollers	
Cable Operated Lever Steering with Pause Function	
Dual Sided Manual Hydraulic Controls	
Spray Down w/ Separate Tank, 2 Coiled Hoses	
<b>Required Options</b>	<b>Product Code</b>
7' 8" to 14'4" Hydraulically Extending Screed w/ Electric Heat and Vibrator	P265-270
Mainframe and Extension Mounted 9" Augers	
<b>Language &amp; Decal Group (MUST SELECT ONE)</b>	<b>Product Code</b>
US, Canada English Language & Decal Group	P265-601
<b>Non-Required Options</b>	<b>Product Code</b>
14" Poly Track Pad Substitution Group	P265-042
Second Steering Indicator Group	P265-107
Lighting Group (4 Halogen Lights)	P265-115
Sonic Controlled Augers	P265-145
Hydraulic Tow Point Group	P265-200
Heated End Gates Group	P265-260

Description	List Price	Disc %	Disc \$	Amount
Weiler P265	\$219,630.00	14.00%	-\$30,748.20	\$188,881.80
60/3500 Weiler PT+HYD+ELEC Warranty	-	-	-	\$9,435.00
60/3500 CAT Engine Warranty	-	-	-	\$1,430.00
Freight	-	-	-	\$3,000.00
Dealer Prep	-	-	-	\$1,000.00
<b>Total:</b>				<b>\$203,746.80</b>
				Plus applicable taxes & fees*

EAST KNOXVILLE  
865.546.1414

WEST KNOXVILLE  
865.218.8800

CHATTANOOGA  
423.698.6943

CROSSVILLE  
931.456.6543

SEVIERVILLE  
865.595.3750

TRI-CITIES  
423.323.0400



@STOWERSCAT



@STOWERSCAT



@STOWERS\_MACHINERY



STOWERS MACHINERY CORPORATION



STOWERSCAT.COM

## Important Notes

This unit is subject to prior sale. Otherwise, this offer is valid for 30 days from the date shown above, except by prior agreement. The information shown in this offer is subject to the prices, terms, and governmental regulations in effect at the date of delivery for all machines, parts, and service. Stowers Machinery Corporation reserves the right to correct clerical errors and adjust pricing to account for unscheduled price increases or surcharges assessed by our suppliers. Shipping costs, state and local taxes, and finance fees are not included unless specified.

EAST KNOXVILLE  
865.546.1414

WEST KNOXVILLE  
865.218.8800

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STOWERS MACHINERY CORPORATION



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Grantor's source of title is the quitclaim deed dated July 27, 1993, from Antoinette Ogle and quitclaim deed dated November 2, 1993, from AJO Enterprises, of record in **Deed Book 503, Page 265**, and **Deed Book 509, Page 33**, respectively, in the Register's Office for Sevier County, Tennessee, each to Five Oaks Development Group, a Tennessee general partnership,; for further title reference, see Certificate of Domestic Limited Partnership, filed December 28, 2005, recorded in **Record Book 2429, Page 45**, and Filing Acknowledgment and Second Amended & Restated Certificate of Limited Partnership, filed December 23, 2013, recorded in **Record Book 4244, Page 620**, in said Register's Office.

The Grantor, for itself, its successors and assigns, covenants that the Grantor is the owner of the property over which the easement is granted; that Grantor has a good right to grant this easement; that said property is free from encumbrances, except those of record; and that Grantor, and Grantor's heirs, executors, administrators and successor and assigns will forever warrant and defend said rights, privileges and premises against the lawful claims of all persons whomsoever.

The Tenant, for itself and its successors and assigns, joins in this Easement Agreement to subordinate to this Easement Agreement, in favor of the Grantee, the rights and privileges described herein, as to its right, title, and interests in leasehold estate or estates identified or described in the:

Memorandum of Lease dated as of January 1, 1991, from Five Oaks Development Group, to Five Oaks Outlet Centers, Inc., recorded October 9, 1991, in **Miscellaneous Book 190, page 81**, in the office of the Register of Deeds for Sevier County, Tennessee; lease dated as of October 1, 1995, from Five Oaks Development Group to Five Oaks Outlets II, LLC, evidenced by a Memorandum of Lease recorded November 17, 1995, in **Miscellaneous Book 260, page 764**; tenants' interests in same acquired by instruments recorded in **Misc. Book 296, Page 672**, and **Book M-296, Page 679**, and **Book M-296, page 694**; and Memorandum of Amended and Restated Lease, dated February 28, 1997, of record in **Miscellaneous Book 296, Page 699**; Amendment to Memorandum of Lease, dated February 28, 1997, of record in **Misc. Book 296, Page 686**; First Amendment to Memorandum of Amended and Restated Lease, dated January 16, 2003, of record in **Book 1607, Page 731**; and Second Amendment to Memorandum of Amended and Restated Lease, dated November 19, 2012, of record in **Book 4021, Page 399**, all of record in said Register's Office.

The Lender, for itself and its successors and assigns, joins in this Easement Agreement to subordinate to this Easement Agreement, in favor of the Grantee, the rights and privileges described herein, as to its right, title, and interests in the fee and leasehold estate or estates identified or described in the:

Deed of Trust from Five Oaks Development Group East, L.P., dated April 29, 2014, of record in **Book 4298, Page 800**; Assignment of Leases, Rents, and Profits, of record in **Book 4298, Page 807**; in the Sevier County Register's Office; Modification of Deed of Trust and Related Loan Documents, of record in **Book 5039, Page 330**; Assignment of Leases, Rents, and Profits, of record in **Book 5054, Page 371**, all of record in said Register's Office.

WHEREVER applicable, words used herein in the plural shall include the singular; and words used in one gender shall include masculine, feminine and neuter, as the case may require.

See Exhibit "A" attached hereto and made a part hereof for additional terms and conditions:

IN WITNESS WHEREOF, Grantor, Tenant, and Lender have executed or caused this instrument to be executed by persons properly authorized to do so on the day and year first above written.

GRANTOR:

FIVE OAKS DEVELOPMENT GROUP EAST, L.P.

By: FIVE OAKS DEVELOPMENT GROUP, INC.

Its: General Partner

By: David A. Ogle

Its: President

STATE OF TENNESSE )  
  :SS  
COUNTY OF SEVIER )

Personally appeared before me, the undersigned, a Notary Public, **David A. Ogle**, with whom I am personally acquainted, and who acknowledged that he executed the within EASTSIDE EASEMENT AGREEMENT for the purposes therein contained, and who further acknowledged that he is the **President of Five Oaks Development Group, Inc., a Tennessee corporation, the General Partner of the maker, Five Oaks Development Group East, L.P., a Tennessee limited partnership**, or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and seal, at office in State and County this 23<sup>rd</sup> day of April, 2024

Jennifer Bales  
Notary Public

My Commission Expires: 9/25/26







GRANTEE:

THE CITY OF SEVIERVILLE, TENNESSEE

Lynn K. McClurg  
Lynn McClurg, City Recorder

Robert W. Fox  
Robert W. Fox, its Mayor

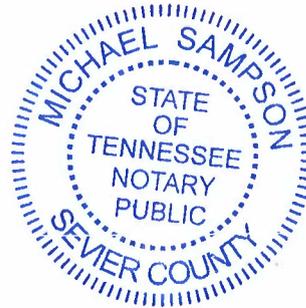
STATE OF TENNESSEE)  
:SS  
COUNTY OF SEVIER )

Personally appeared before me, the undersigned authority, a notary public in and for the state and county, Robert W. Fox, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes contained therein, and who further acknowledge that he is the Mayor of the City of Sevierville, and is authorized by the City to execute this instrument on behalf of the City.

Witness my hand and official seal on this the 24<sup>th</sup> day of APRIL, 2024.

Michael Sampson  
Notary Public

My Commission Expires: 7-2-2024



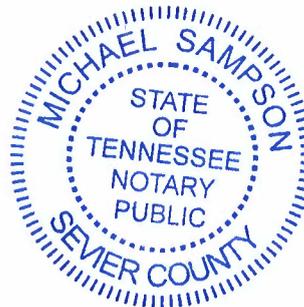
STATE OF TENNESSEE)  
:SS  
COUNTY OF SEVIER )

Personally appeared before me, the undersigned authority, a notary public in and for the state and county, Lynn McClurg, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes contained therein, and who further acknowledge that she is the City Recorder of the City of Sevierville, and is authorized by the City to execute this instrument on behalf of the City.

Witness my hand and official seal on this the 24<sup>th</sup> day of APRIL, 2024.

Michael Sampson  
Notary Public

My Commission Expires: 7-2-2024



**Exhibit "A"**  
**Additional Terms and Conditions**

1. Except for the traffic signal components and related structures, any utilities will be installed underground whenever practicable. All pedestrian crosswalks and related features will be installed on the travel surfaces.
2. Grantor and Tenant, and their respective successors and assigns, reserve their respective rights to full and exclusive use of the Easement Area including above surface, surface and sub-surface use that does not unreasonably interfere with the easement and the rights granted herein including their respective rights to use, maintain, update, repair and replace the existing pylon sign and its surrounding wall ("Sign Improvements") located in the area labeled "Center Sign" on Exhibit "B-1" hereto, and their respective rights to build on and use the surface of the Easement Area for other utilities, drainage ditches, driveways, walks, gardens, lawns, planting or parking areas, and other like uses, provided that any and all such use, maintenance, update, repair and/or replacement, along with the construction and/or installation of any and all other utilities, drainage ditches, driveways, walks, gardens, lawns, planting or parking areas, and the like, shall be done in compliance with any and all applicable federal, state, and local laws, ordinances, rules and regulations.
3. Grantee agrees that its use of the Easement Area will not interfere with the existing utilities, parking, asphalt drive (except for the purposes of this Easement Agreement), signage (including without limitation the Sign Improvements), or existing structures (including without limitation the Sign Improvements).
4. Grantee covenants and agrees that it (a) shall perform its work in the Easement Area in a good and workmanlike manner and in compliance with all applicable laws, rules, ordinances and regulations ("Laws"); (b) shall not bring onto the Easement Area any substance in violation of applicable environmental Laws; (c) shall perform its work at such time and in such manner as to not unreasonably interfere with the Grantor and Tenant's ordinary use of their properties; (d) in the event of any construction, repair or maintenance, shall within a reasonable time restore the surface of the Easement Area to substantially the same condition as it existed prior to Grantee's work including without limitation repairing any damage to the Sign Improvements; (e) in the exercise of its rights hereunder, will not block any entryway and will use its best efforts not to obstruct the use of any parking lots, driveways, roads or other points of access abutting or located in or adjacent to the Easement Area; (f) will not conduct any construction activities, other than emergency maintenance and repair, within the Easement Area during the period from November 15<sup>th</sup> to the following January 5<sup>th</sup>, without the prior written consent of Grantor; and (g) shall indemnify, defend and hold Grantor and Tenant harmless to the extent of the Tennessee Governmental Tort Liability Act, but no further or otherwise, from any losses, damages, expenses, claims or causes of action suffered or incurred by Grantor or Tenant due to the violation of applicable Laws and from an injury to its property, its employees or the public which

may at any time occur through the negligence or intentional acts of Grantee, its employees or agents.

5. Grantee acknowledges that the existing use by Grantor and Tenant of the land adjacent to and adjoining the Easement Area for shopping center and other commercial and non-commercial purposes does not obstruct or impair Grantee's use and enjoyment of its rights under this Agreement.
6. At such time as Grantee shall cease to use the Easement Area for the purposes stated, then the easement and rights and privileges granted shall automatically terminate.
7. The easement granted herein shall not be deemed to be a gift or dedication to or for the general public, it being the intent that Grantor shall retain its title to the property which is subject of the easement, and that the easement shall be strictly limited to and for the purposes contained in this Easement Agreement.
8. The easement granted herein is subject to all valid and subsisting restrictions, reservations, covenants, conditions, right-of-way, easements and encumbrances properly of record or as shown by an accurate survey, if any, and current year ad valorem taxes.

9167626

**Exhibit "B": Map of Easement Areas: WESTSIDE and EASTSIDE**

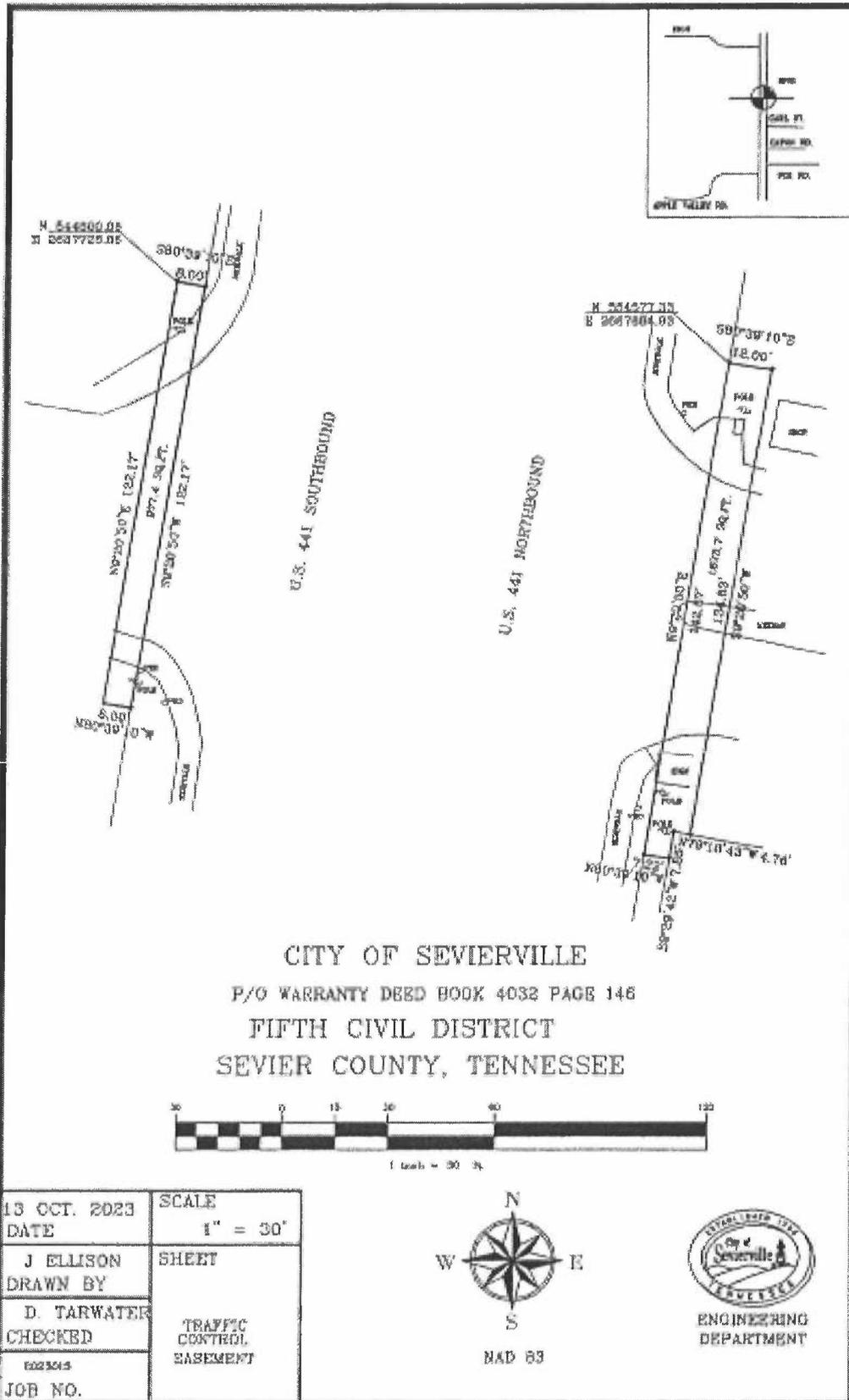
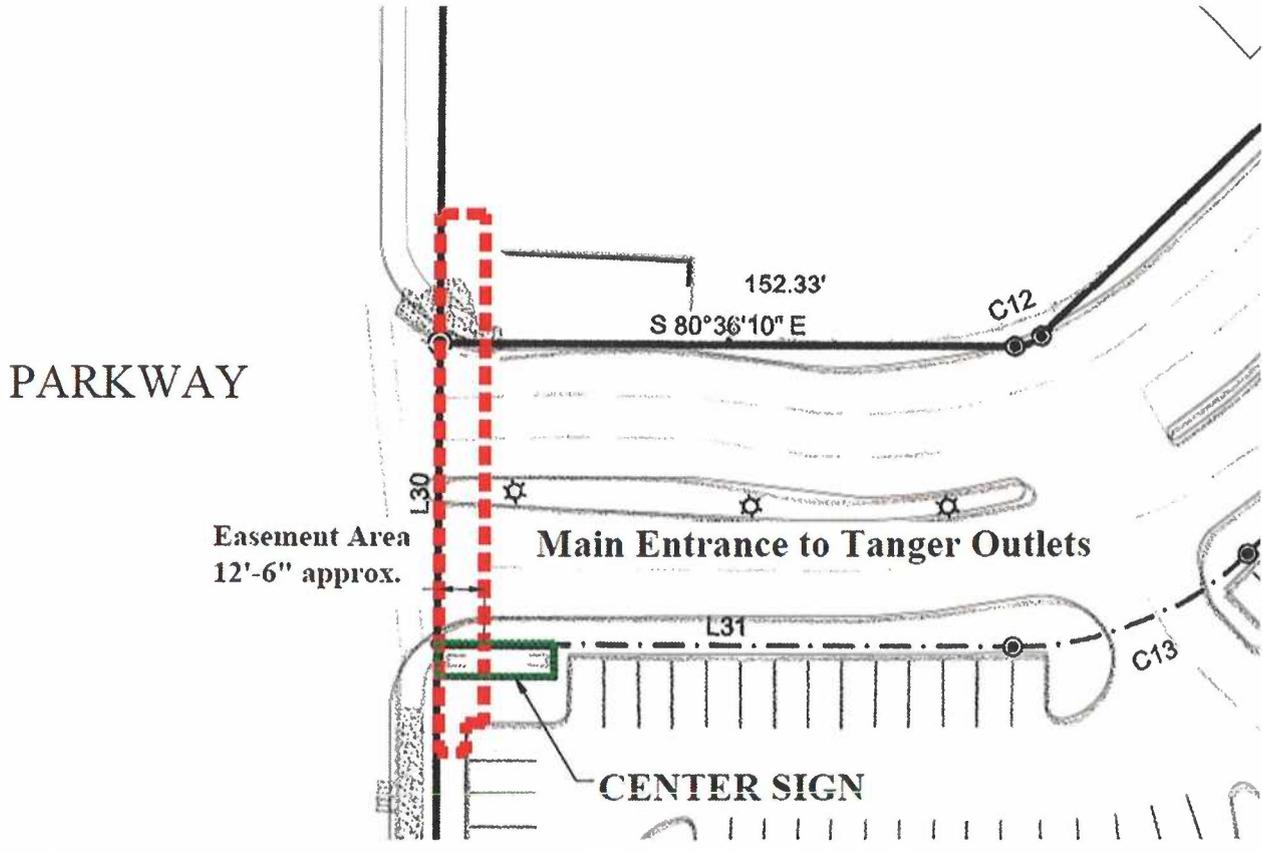


EXHIBIT B-1  
LOCATION OF CENTER SIGN



**BK/PG: 6500/773-782**  
**24011860**

10 PGS : AGREEMENT	
BATCH: 687128	
<b>04/24/2024 - 03:17 PM</b>	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	110.00
DP FEE	2.00
REGISTER'S FEE	0.00
<b>TOTAL AMOUNT</b>	<b>112.00</b>

STATE OF TENNESSEE, SEVIER COUNTY  
**CYNDI B PICKEL**  
REGISTER OF DEEDS



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of Amendment 1 to the Contract with TDOT for intersection improvements at Old Knoxville Highway and Boyd's Creek Highway.

**PRESENTATION:** The attached contract amendment extends the expiration date of the Contract with TDOT for this project to December 31, 2026. This project is still fully funded by State and Federal funds.

**REQUESTED ACTION:** Approval of Contract Amendment.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF SEVIERVILLE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Sevierville, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4122  
Contract #: CMA 2515

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred and fourteen thousand six hundred and thirty six dollars and twenty six cents (\$214,636.26). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount (per compensable increment)</b>
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit D" containing the maximum allowable labor and equipment rates.	See Exhibit D

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State of Tennessee Department of Transportation  
1050 Cosby Highway  
Newport, TN 37821

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings) Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Shane Effler  
State of Tennessee Department of Transportation  
1050 Cosby Highway  
Newport, TN 37821  
shane.effler@tn.gov  
Telephone # 423-623-1227  
FAX # 423-625-4570

The Contractor:

Doug Tarwater, Public Works Director  
City of Sevierville  
120 Gary Wade Blvd.  
Telephone # 865-453-5504  
FAX # 865-453-5518

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**CITY OF SEVIERVILLE:**

---

**CONTRACTOR SIGNATURE** **DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE** **DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**HOWARD H. ELEY, COMMISSIONER** **DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL** **DATE**

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard	\$ 0.17
Total Roadway Surface Area (YD <sup>2</sup> ):	1158978
Calculated Maximum Reimbursement (Roadway Surface)	\$ 196,886.26

Roadway Surface Inventory Worksheet														
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)		
SR035	W Main Street	BEGIN	City Limits to Mize Lane	1E	No	12.42	12.97	2904	91	29	9357.33	20005.33		
		CHANGE	Mize Lane to 2nd Entrance	1C	No	12.97	13.17	1056	78		0	9152.00		
		CHANGE	Mountain View Drive	1C	No	13.17	13.99	4329.6	72		0	34636.80		
		CHANGE	Kirby St	1C	Yes	13.99	15.22	6494.4	72		0	51955.20		
		CHANGE	SR 66	1C	No	15.22	15.53	1636.8	72		0	13094.40		
		CHANGE	Lera Court	1C	No	15.53	15.63	528	63		0	3696.00		
		CHANGE	SR 448	1C	No	15.63	15.94	1636.8	64		0	11639.47		
		CHANGE	Gary Wade Blvd	1C	No	15.94	16.51	3009.6	56		0	18726.40		
		CHANGE	East Gate Road	1C	No	16.51	18.07	8236.8	43		0	39353.60		
		CHANGE	Industry Drive	1C	No	18.07	19.19	5913.6	44		0	28910.93		
		CHANGE	Industry Drive Park	1C	No	19.19	19.4	1108.8	51		0	6283.20		
		CHANGE	Georgian Lane	1C	Yes	19.4	20.01	3220.8	55		0	19882.67		
		CHANGE	Birchwood Lane	1C	Yes	20.01	20.32	1636.8	48		0	8729.60		
		CHANGE	Cherokee Circle	1C	Yes	20.32	21.85	8078.4	48		0	43084.80		
		END	City Limits	1C	Yes	21.85	22.26	2164.8	49		0	11786.13		
SR066	Winfield Dunn Pkwy	BEGIN	SR 35	1C	No	0	0.52	2745.6	84		0	19524.27		
		CHANGE		1C	No	0.52	0.76	1267.2	98		0	13798.40		
		CHANGE		1E	Yes	0.76	2.7	10243.2	105	83	94465.0687	25038.93		
		CHANGE		1C	No	2.7	4.86	11404.8	101		0	127987.20		
		CHANGE		1C	Yes	4.86	5.01	792	99		0	8712.00		
		CHANGE		1C	No	5.01	6.5	7867.2	103		0	90035.73		
		CHANGE		1C	Yes	6.5	6.89	2059.2	103.5		0	23680.80		
		CHANGE		1C	Yes	6.89	7.89	5280	110		0	64533.33		
		CHANGE		1C	Yes	7.89	8.23	1795.2	94.5		0	18849.60		
		CHANGE		1C	No	8.23	8.41	950.4	63		0	6652.80		
		END	I-40	1C	No	8.41	8.59	950.4	38		0	4012.80		
		SR071	US 441 Scenic	BEGIN	Fox Road	1E	Yes	25.68	26.25	3009.6	63	33	11035.2	10032.00
				CHANGE		1C	Yes	26.25	26.5	1320	103.5		0	15180.00
				CHANGE		1C	Yes	26.5	26.7	1056	98.5		0	11557.33
				CHANGE		1C	Yes	26.7	27.9	6336	92		0	84768.00
CHANGE				1C	Yes	27.9	28.5	3168	81		0	28512.00		
END	SR 35	1C	Yes	28.5	28.79	1531.2	74		0	12589.87				

EXHIBIT A

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SR139	Douglas Dam Road	BEGIN	Amanda Ln	1C	No	2.35	2.45	528	25	0	1466.67
		CHANGE	I-40	1C	No	2.45	2.72	1425.6	33	0	5227.20
		END	Poplar Ln	1C	No	2.72	2.92	1056	38.5	0	4517.33
		BEGIN	Piney Rd	1C	No	6.31	6.35	211.2	64	0	1501.87
		END	Bryan Road	1C	No	6.35	6.97	3273.6	38	0	13821.87
SR338	Boyd's Creek Hwy	BEGIN	City Limit	1C	Yes	10.05	11.93	9926.4	24	0	26470.40
	Douglas Dam Road	END	City Limit	1C	No	11.93	12.28	1742.4	23	0	4452.80
SR416	Pitman Center	BEGIN	Jayell Road (City Limit)	1C	No	12.31	12.85	2851.2	32	0	10137.80
		CHANGE		1C	Yes	12.85	14.35	7920	23	0	20240.00
		END	SR 35	1C	No	14.35	14.58	1214.4	42	0	5687.20
SR448	North Parkway	BEGIN	SR 35 to SR 66	1C	No	0	0.61	3220.8	56	0	20040.53
SR449	Veterans Blvd	BEGIN	Center View Rd to SR 35	1E	Yes	3.35	6.2	15048	106	0	177232.00
						<b>Total Length (mL):</b>		30.710	<b>Total Roadway Surface:</b>		1156978

EXHIBIT A





### CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

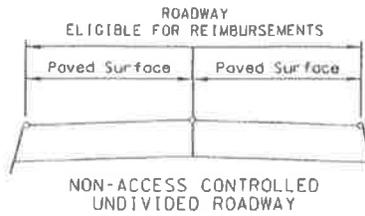


FIGURE 1A

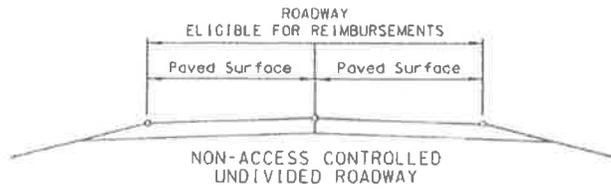


FIGURE 1B

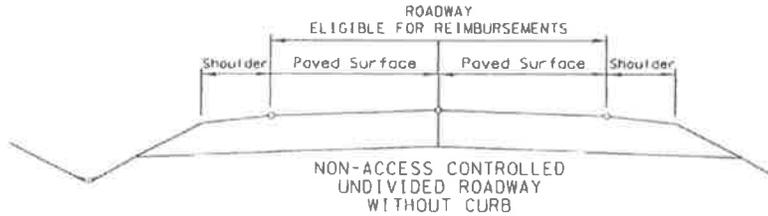


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

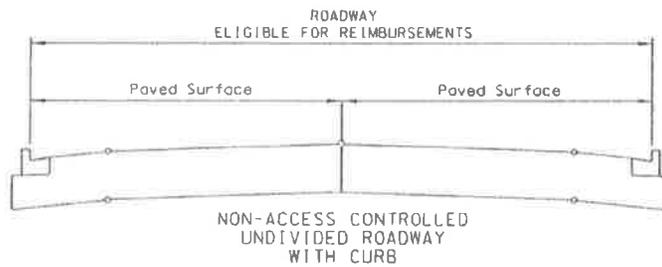


FIGURE 1D

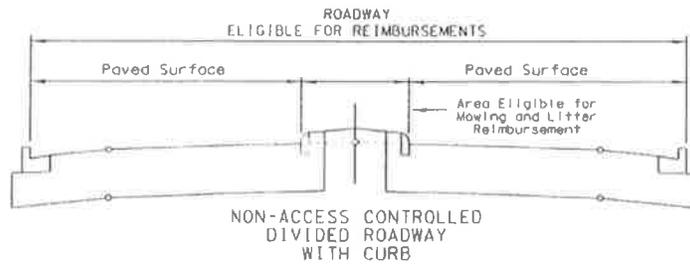


FIGURE 1E

EXHIBIT A

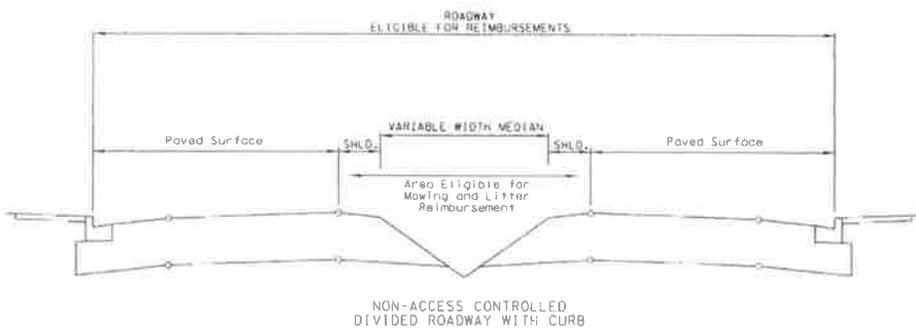


FIGURE 1F

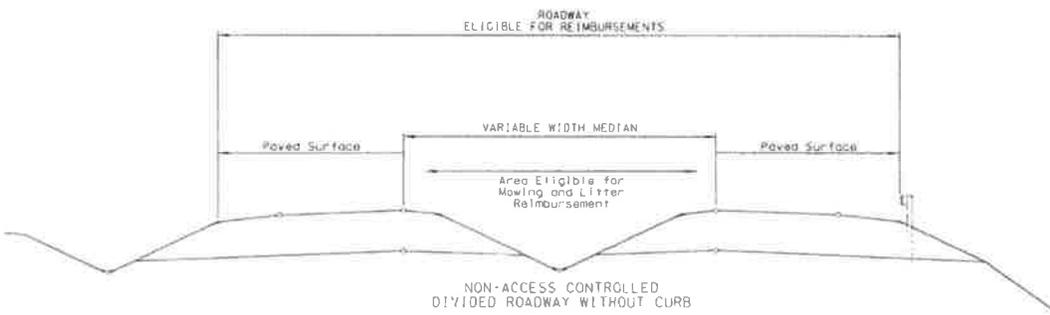


FIGURE 1G

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

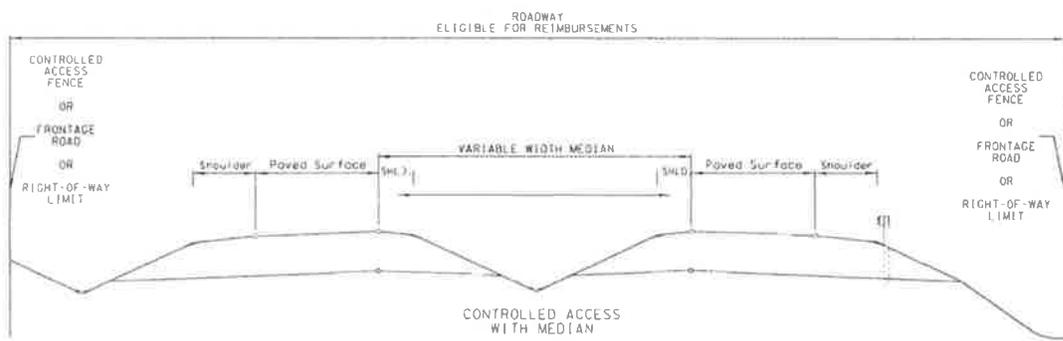


FIGURE 2A

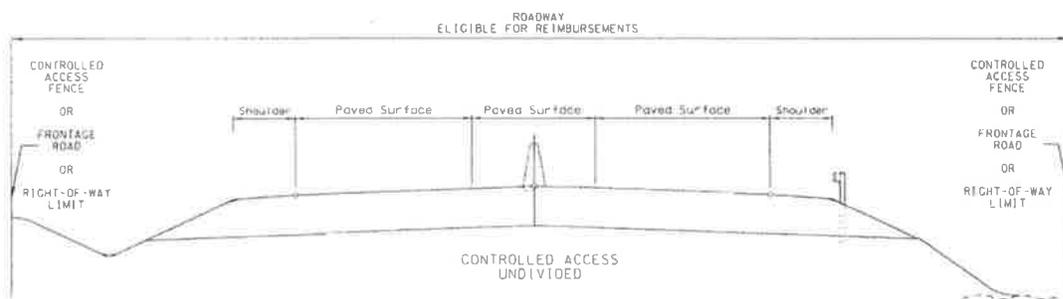


FIGURE 2B

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2024-2025 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEeper, TRUCK MOUNTED	55.89	HR
18	SWEeper, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEeper	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2024-2025 FISCAL YEAR**

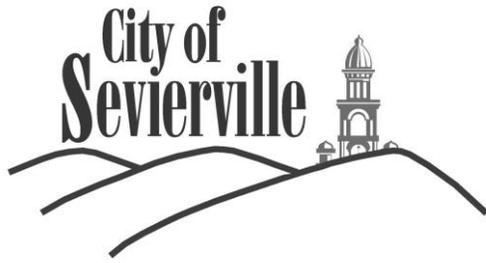
	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

**EXHIBIT "B"**  
**CITY OF SEVIERVILLE**  
**MAXIMUM ALLOWABLE LABOR RATES**  
**2024-2025 FISCAL YEAR**

**LABOR RATES Beginning July 1, 2024 and ending June 30, 2025**

<u>Job Title Classification</u>	<u>Low Rate</u>	<u>High Rate</u>
Service Worker	\$20.22	\$28.46
Equipment Operator I	\$22.30	\$29.88
Equipment Operator II	\$24.58	\$34.59
Crew Leader	\$27.10	\$38.13
Street/Solid Waste/Traffic Control Supervisor	\$31.37	\$44.14
Project Manager	\$38.13	\$53.66

NOTE: ALL OF THE ABOVE HOURLY RATES ARE PLUS 55% FRINGE BENEFITS



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## Board Memorandum

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**DATE:** June 5, 2023

**AGENDA ITEM:** Consider approval of Annual TDOT Maintenance Contract with maximum reimbursement of \$214,636.26.

**PRESENTATION:** The attached maintenance contract with TDOT allows the City to perform certain maintenance functions on State Rights-of-way and sets the rates of reimbursements that TDOT will pay for these activities. This contract is identical to last year (FY2023). The maximum reimbursement for the year is \$214,636.26.

**REQUESTED ACTION:** Approval of Contract.

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF SEVIERVILLE**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and City of Sevierville, hereinafter referred to as the "Contractor," is for the provision of the routine maintenance of state routes, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 4122  
Contract #: CMA 2515

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities" attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two hundred and fourteen thousand six hundred and thirty six dollars and twenty six cents (\$214,636.26). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A
"Exhibit D" containing the maximum allowable labor and equipment rates.	See Exhibit D

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

State of Tennessee Department of Transportation  
 1050 Cosby Highway  
 Newport, TN 37821

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date

- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings) Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Shane Effler  
State of Tennessee Department of Transportation  
1050 Cosby Highway  
Newport, TN 37821  
shane.effler@tn.gov  
Telephone # 423-623-1227  
FAX # 423-625-4570

The Contractor:

Doug Tarwater, Public Works Director  
City of Sevierville  
120 Gary Wade Blvd.  
Telephone # 865-453-5504  
FAX # 865-453-5518

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**CITY OF SEVIERVILLE:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**HOWARD H. ELEY, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**JOHN REINBOLD, GENERAL COUNSEL**

**DATE**

GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable are eligible for reimbursement by the State to the Contractor under the Standard Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
401	Manual Spot Patching	Tons
402	Crack Repair	Pounds
404	Mechanical Continuous Patching	Tons
405	Milling	Square Yards
406	Surface Replacement	Tons
411	Concrete Pavement Repair	Cubic Yards
412	Concrete Joint Repair	Linear Feet
425	Grading Unpaved Surface (Shoulder)**	Linear Miles
427	Patching Unpaved Surface (Shoulder)**	Tons
435	Machine Mowing**	Acres
438	Debris Removal**	Man Hours
441	Litter Removal**	Roadway Miles
446	Mechanical Sweeping and Street Flushing	Miles
447	Manual Roadway Sweeping	Man Hours
460	Plowing Snow	Lane Miles
461	De-icing Salt and/or Sand for Snow & Ice Removal	Tons
463	Anti-icing (Salt Brine)	Gallons
470	Pavement Markings	Line Miles
471	Specialty Markings	Each

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

The following items are the responsibility of the Contractor and are not eligible for reimbursement by the State:

1. Mowing right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
2. Litter from right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
3. Storm drainage
4. Traffic control signs and signals and any other traffic control or monitoring devices.
5. Street lighting
6. Street name signs
7. Tree removal and vegetation control on right-of-way back of curbs or beyond edge of paved surface on roadway segments which are not access controlled.
8. Sidewalks

NOTE:

1. Major resurfacing when generally required will be performed by the State as a construction project, in accordance with a program developed after consultation with the Contractor.
2. The State will furnish and maintain route markers through the Municipalities.

ROADWAY SURFACE INVENTORY FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the current roadway surface area to the nearest whole square yard which will be routinely maintained, swept, or flushed by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for street maintenance, excluding machine mowing and litter removal, not to exceed the calculated maximum reimbursement below.

Approved Maximum Reimbursement Per Square Yard:	\$ 0.17
Total Roadway Surface Area (YD^2):	1156978
Calculated Maximum Reimbursement (Roadway Surface):	\$ 196,686.26

Roadway Surface Inventory Worksheet												
Route	Street Name	Action	Crossing Boundry Description	Rdwy. Profile Type	Access Control	Beg Log Mile	End Log Mile	Roadway Length(ft.)	Roadway Width(ft.)	Median Width(ft.)	Median Area (yd.^2)	Reimbursible Area (yd.^2)
SR035	W Main Street	BEGIN	City Limits to Mize Lane	1E	No	12.42	12.97	2904	91	29	9357.33	20005.33
		CHANGE	Mize Lane to 2nd Enterance	1C	No	12.97	13.17	1056	78		0	9152.00
		CHANGE	Mountain View Drive	1C	No	13.17	13.99	4329.6	72		0	34636.80
		CHANGE	Kirby St	1C	Yes	13.99	15.22	6494.4	72		0	51955.20
		CHANGE	SR 66	1C	No	15.22	15.53	1636.8	72		0	13094.40
		CHANGE	Lera Court	1C	No	15.53	15.63	528	63		0	3696.00
		CHANGE	SR 448	1C	No	15.63	15.94	1636.8	64		0	11639.47
		CHANGE	Gary Wade Blvd	1C	No	15.94	16.51	3009.6	56		0	18726.40
		CHANGE	East Gate Road	1C	No	16.51	18.07	8236.8	43		0	39353.60
		CHANGE	Industry Drive	1C	No	18.07	19.19	5913.6	44		0	28910.93
		CHANGE	Industry Drive Park	1C	No	19.19	19.4	1108.8	51		0	6283.20
		CHANGE	Georgian Lane	1C	Yes	19.4	20.01	3220.8	55		0	19682.67
		CHANGE	Birchwood Lane	1C	Yes	20.01	20.32	1636.8	48		0	8729.60
		CHANGE	Cherokee Circle	1E	Yes	20.32	21.85	8078.4	48		0	43084.80
		END	City Limits	1C	Yes	21.85	22.26	2164.8	49		0	11786.13
SR066	Winfield Dunn Pkwy	BEGIN	SR 35	1C	No	0	0.52	2745.6	64		0	19524.27
		CHANGE		1C	No	0.52	0.76	1267.2	98		0	13798.40
		CHANGE		1E	Yes	0.76	2.7	10243.2	105	83	94465.0667	25038.93
		CHANGE		1C	No	2.7	4.86	11404.8	101		0	127987.20
		CHANGE		1C	Yes	4.86	5.01	792	99		0	8712.00
		CHANGE		1C	No	5.01	6.5	7867.2	103		0	90035.73
		CHANGE		1E	Yes	6.5	6.89	2059.2	103.5		0	23680.80
		CHANGE		1C	Yes	6.89	7.89	5280	110		0	64533.33
		CHANGE		1E	Yes	7.89	8.23	1795.2	94.5		0	18849.60
		CHANGE		1C	No	8.23	8.41	950.4	63		0	6652.80
		END	I-40	1E	No	8.41	8.59	950.4	38		0	4012.80
SR071	US 441 Scenic	BEGIN	Fox Road	1E	Yes	25.68	26.25	3009.6	63	33	11035.2	10032.00
		CHANGE		1E	Yes	26.25	26.5	1320	103.5		0	15180.00
		CHANGE		1E	Yes	26.5	26.7	1056	98.5		0	11557.33
		CHANGE		1E	Yes	26.7	27.9	6336	92		0	64768.00
		CHANGE		1E	Yes	27.9	28.5	3168	81		0	28512.00
		END	SR 35	1E	Yes	28.5	28.79	1531.2	74		0	12589.87

SR139	Douglas Dam Road	BEGIN	Amanda Ln	1C	No	2.35	2.45	528	25		0	1466.67
		CHANGE	I-40	1C	No	2.45	2.72	1425.6	33		0	5227.20
		END	Poplar Ln	1C	No	2.72	2.92	1056	38.5		0	4517.33
		BEGIN	Piney Rd	1C	No	6.31	6.35	211.2	64		0	1501.87
		END	Bryan Road	1C	No	6.35	6.97	3273.6	38		0	13821.87
SR338	Boyd's Creek Hwy	BEGIN	City Limit	1C	Yes	10.05	11.93	9926.4	24		0	26470.40
	Douglas Dam Road	END	City Limit	1C	No	11.93	12.26	1742.4	23		0	4452.80
SR416	Pittman Center	BEGIN	Jayell Road (City Limit)	1C	No	12.31	12.85	2851.2	32		0	10137.60
		CHANGE		1C	Yes	12.85	14.35	7920	23		0	20240.00
		END	SR 35	1C	No	14.35	14.58	1214.4	42		0	5667.20
SR448	North Parkway	BEGIN	SR 35 to SR 66	1C	No	0	0.61	3220.8	56		0	20040.53
SR449	Veterans Blvd	BEGIN	Center View Rd to SR 35	1E	Yes	3.35	6.2	15048	106		0	177232.00
								<b>Total Length (mi.):</b>	<b>30.710</b>	<b>Total Roadway Surface:</b>		<b>1156978</b>

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre: \$ 50.00  
 Calculated Maximum Reimbursement (Mowing): \$8,050.00

<b>Mowing Inventory Worksheet</b>								
Route Number	Roadway Type	Begin Termini (LM)	End Termini (LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
SR035	1E	12.42	12.97	1.91	0	1.91	6	11.46
SR066	1E	0.76	2.7	19.01	0	19.01	6	114.06
SR071	1E	25.68	26.25	2.36		2.36	6	14.16
SR449	1E	3.35	6.2	3.4		3.4	6	20.4
<b>Total Contract Area (acres):</b>								161



### CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

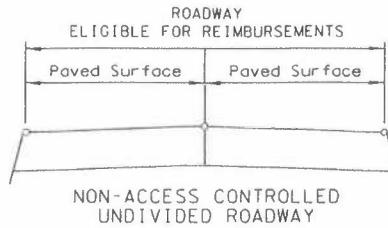


FIGURE 1A

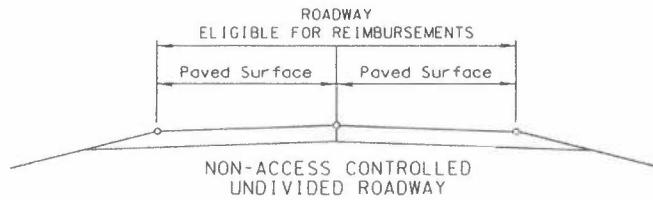


FIGURE 1B

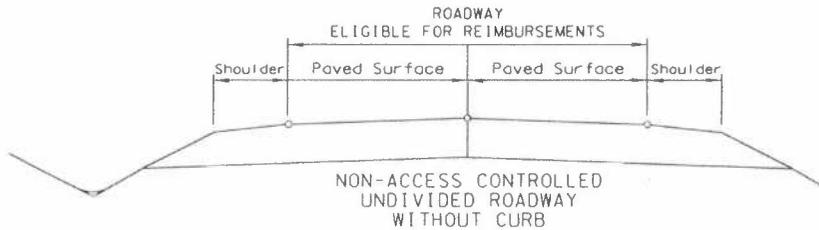


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

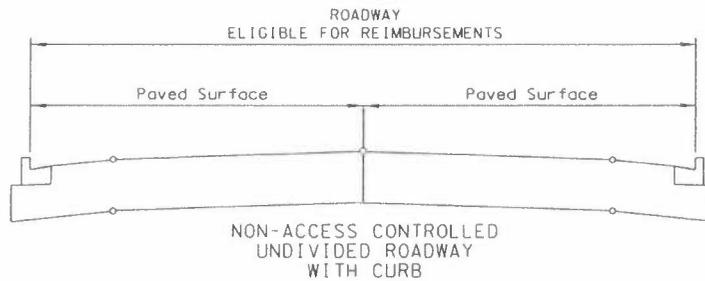


FIGURE 1D

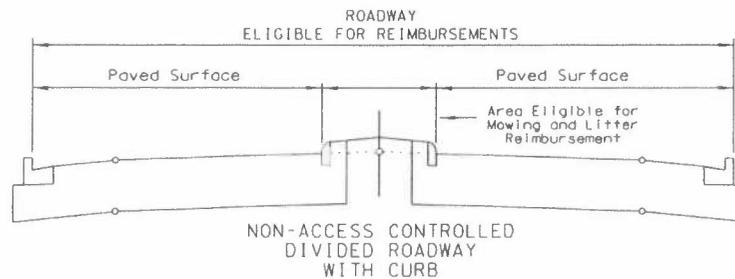


FIGURE 1E

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

EXHIBIT A

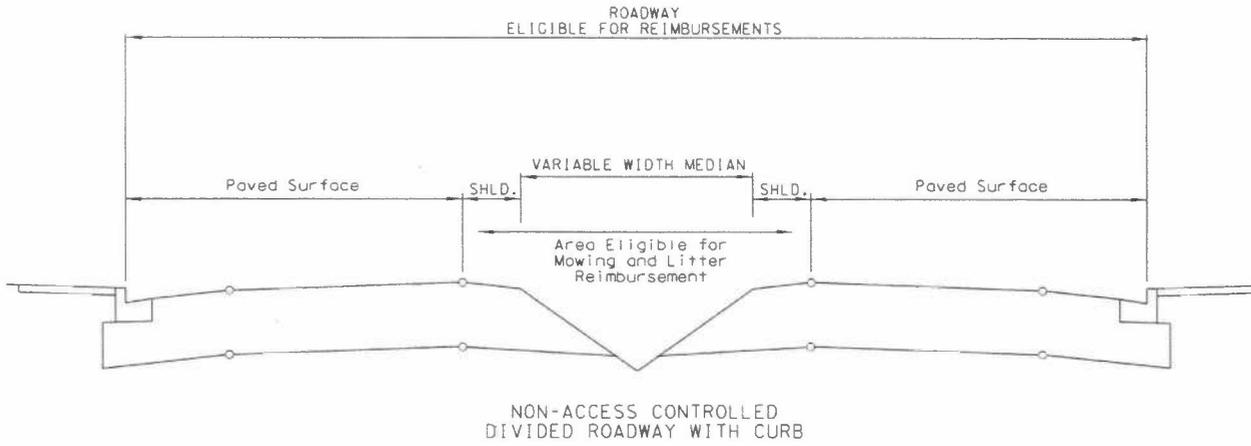


FIGURE 1F

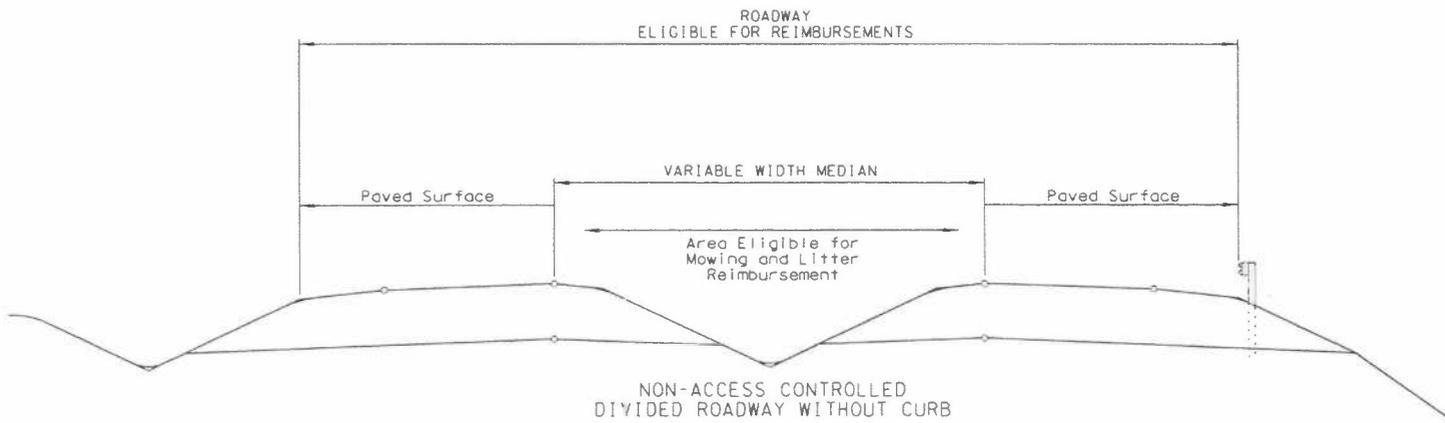


FIGURE 1G

NOTE:  
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

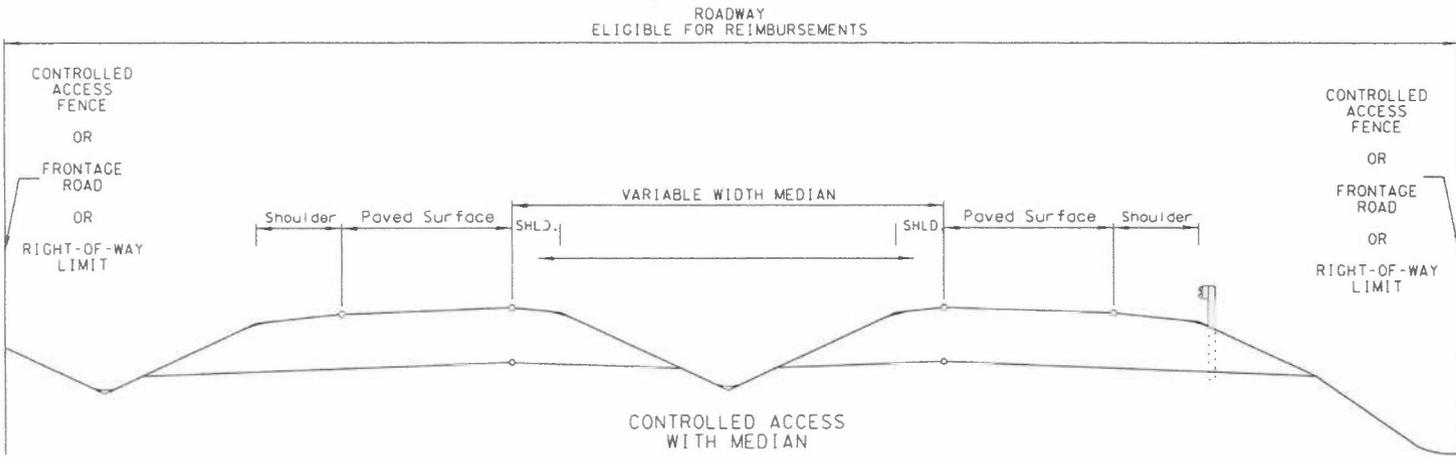


FIGURE 2A

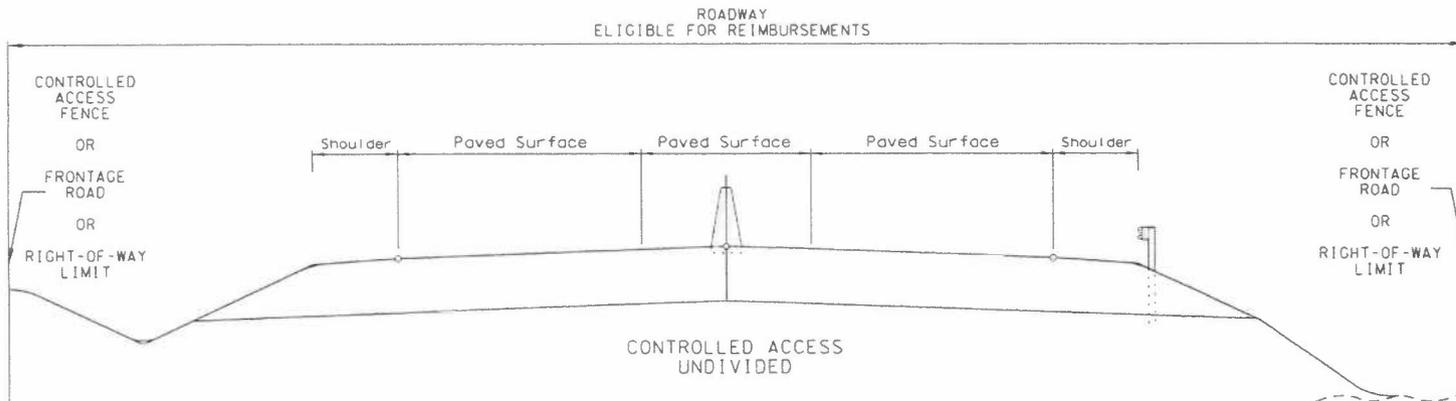


FIGURE 2B

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2024-2025 FISCAL YEAR**

ITEM NO.	DESCRIPTION OF EQUIPMENT	RATE	UNIT
1	SEDAN, POLICE OR FULL SIZE	12.00	HR
2	TRUCK, PICKUP	11.00	HR
3	TRUCK, ¾ TO 1 TON LIGHT DUTY	12.00	HR
4	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
5	TRUCK, UTILITY/SERVICE BODY	14.00	HR
6	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
7	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
8	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
9	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEEPER, TRUCK MOUNTED	55.89	HR
18	SWEEPER, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEEPER	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR

**"EXHIBIT B"**  
**MAXIMUM ALLOWABLE EQUIPMENT RATES**  
**2024-2025 FISCAL YEAR**

	DESCRIPTION OF EQUIPMENT	RATE	UNIT
37	DRAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR
62	TRUCK MOUNTED ATTENUATOR	10.00	HR

**EXHIBIT "B"**

**CITY OF SEVIERVILLE**

**MAXIMUM ALLOWABLE LABOR RATES**

**2024-2025 FISCAL YEAR**

**LABOR RATES Beginning July 1, 2024 and ending June 30, 2025**

<b><u>Job Title Classification</u></b>	<b><u>Low Rate</u></b>	<b><u>High Rate</u></b>
Service Worker	\$20.22	\$28.46
Equipment Operator I	\$22.30	\$29.88
Equipment Operator II	\$24.58	\$34.59
Crew Leader	\$27.10	\$38.13
Street/Solid Waste/Traffic Control Supervisor	\$31.37	\$44.14
Project Manager	\$38.13	\$53.66

NOTE: ALL OF THE ABOVE HOURLY RATES ARE PLUS 55% FRINGE BENEFITS



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of a request from the City of Pigeon Forge requesting bowling machine parts

**PRESENTATION:** Attached please find a letter from the City of Pigeon Forge requesting parts from the City of Sevierville's current bowling machines.

The City of Sevierville has a contract with Brunswick Bowling to replace our 23 year old bowling equipment beginning on June 25, 2024. This contract requires Brunswick Bowling to remove the machines and dispose of such equipment.

There are some parts that could be used on the City of Pigeon Forge bowling equipment. I would recommend that we allow such removal prior to the start date for Brunswick Bowling. This process would need to be completed on June 24<sup>th</sup> by Pigeon Forge.

The new installation project will take 5-7 weeks to complete with the goal of being completed prior to Fall Bowling Leagues and High School Bowling Season.

**REQUESTED ACTION:** Approval to allow the City of Pigeon Forge to remove parts from the City of Sevierville's bowling equipment on June 24, 2024.



## DEPARTMENT OF PARKS & RECREATION

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April 24, 2024

Mr. Parker,

It is my understanding that the City of Sevierville has plans to renovate the Sevierville Bowling Center with new pinsetter machines in the near future. Patrick Oxley has informed me that various parts and components from the current machines will not be compatible with the new pinsetters. Many of these old parts would be compatible with the Pigeon Forge Bowling Center machines as they are similar to your old pinsetters. With that being said, the City of Pigeon Forge would like to request these parts and components be donated to the Pigeon Forge Bowling Center. Your consideration is greatly appreciated.

Respectfully Submitted,

Jacob Cave, CPRP

Pigeon Forge Community Center Manager



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval to purchase a forensic computer from Sumuri in the amount of \$18,499.

**PRESENTATION:** The Sevierville Police Department requests approval to purchase a computer for the storage and analysis of digital forensic materials for the Criminal Investigations Division. Three quotes were obtained, and Sumuri provided the lowest bid as well as the best equipment for the department's needs. This purchase is in accordance with the FY 23 Bureau of Justice Assistance Rural and Small Department Violent Crime Reduction Grant, and it is a budgeted grant expense.

**REQUESTED ACTION:** Approval of purchase of Sumuri forensic computer which is a budgeted item.

## BID TABULATION FORM



**City of Sevierville**  
**300 Gary Wade Blvd, P.O. Box 5500**  
**Sevierville, TN 37862**  
**(865) 453-5506**

Date: 4/22/24

By: Joseph Manning

			Bid #1		Bid #2		Bid #3	
Vendor			Sumuri		AVAIL Forensics		Tritech Forensics	
Telephone								
Quote By								
Item #	Description	Quantity	Unit \$	Total Price	Unit \$	Total Price	Unit \$	Total Price
1	Forensic Computer	1	18499	\$ 18,499.00	19891.57	\$ 19,891.57	19992	\$ 19,992.00
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
<b>Shipping</b>								
<b>Total Bid</b>				<b>\$ 18,499.00</b>		<b>\$ 19,891.57</b>		<b>\$ 19,992.00</b>



# Estimate

P.O. Box 121  
Magnolia, DE 19962  
DUNS: 968093398  
UEI: SC68XCGHTKK3  
GSA Number: GS35F363DA  
EIN: 27-2834740

Estimate Number: E10676

Date: 4/17/2024

Expires on: 5/17/2024

Payment Terms:

Net 30

### BILL TO

Sevierville Police Department

### SHIP TO

Product/Service	Quantity	Price	Total Amount
TALINO AMD Workstation - AMD Ryzen 9 7975WX 4.7 GHz 32 core / 64 thread CPU LGA Processor - Liquid Cooling for the CPU Providing Maximum Performance - 256GB of DDR5 4800 MHz RAM - One (1) 1TB M.2 NVMe SSD for the Operating System - One (1) 4TB M.2 NVMe SSD for Temporary Files - One (1) 4TB M.2 NVMe SSD for Database(s) - One (1) 2TB M.2 NVMe SSD for Processing - Five (5) 12TB Hard Drives configured in RAID 5 for Evidence - One (1) High End RAID Controller Card with 12 Gb/s Processing - One (1) RTX 4070 with 12GB GDDR6X VRAM Graphics Processing Unit - One (1) 2.5" Hot Swap Bay with Four (4) Removable Trays - One (1) 3.5" Hot Swap Tray with Three (3) Removable Bays - One (1) Blu-Ray 16x BD-R 4MB Cache SATA Blu-Ray Burner	1	18,499.00	18,499.00T

**Total:**



# Estimate

P.O. Box 121  
Magnolia, DE 19962  
DUNS: 968093398  
UEI: SC68XCGHTKK3  
GSA Number: GS35F363DA  
EIN: 27-2834740

Estimate Number: E10676

Date: 4/17/2024

Expires on: 5/17/2024

Payment Terms:

Net 30

**BILL TO**  
Sevierville Police Department

**SHIP TO**

Product/Service	Quantity	Price	Total Amount
<ul style="list-style-type: none"> <li>- Front Panel Forensic Card Reader</li> <li>- One (1) 4 Port USB 3.0 Hub</li> <li>- One (1) 10 Port USB 2.0 Hub</li> <li>- Tableau T356789iu Forensic Bridge</li> <li>- One (1) 1600 Watt Power Supply Unit</li> <li>- High End Whisper Quiet Fans throughout the Entire System (Hydraulic Fluid Ball Bearing rated at 300,000 hour lifespan)</li> <li>- Microsoft Windows 11 Pro 64 Bit</li> <li>- Three (3) Year Standard Warranty</li> <li>Additional Specifications</li> <li>- Size: 15"W x 19.06"H x 20.06"D (381mm x 484mm x 510mm)</li> <li>- Open 5.25" Bays = 10</li> <li>- Fan size(s) = 120mm</li> <li>- PCI Chassis Expansion Slots = 8</li> <li>- Aluminum Thickness = 0.118" (or 3.00mm)</li> <li>- Finish = Powder Coated Black with Black Appointments</li> <li>- North American Power Cable Included</li> <li>- Two (2) 32" HDR Curved Monitors</li> </ul>			

**Total:**



# Estimate

P.O. Box 121  
Magnolia, DE 19962  
DUNS: 968093398  
UEI: SC68XCGHTKK3  
GSA Number: GS35F363DA  
EIN: 27-2834740

Estimate Number: E10676

Date: 4/17/2024

Expires on: 5/17/2024

Payment Terms:

Net 30

### BILL TO

Sevierville Police Department

### SHIP TO

Product/Service	Quantity	Price	Total Amount
- Mechanical Keyboard w/ Backlighting and Mouse - Tableau SATA/IDE 7pc Bundle - Tableau PCIe 5pc Bundle  - Onboard 10GbE Networking			
** To add a custom-carved graphic to the plexi panel on your TALINO, visit this address after completing your order! <a href="https://sumuri.com/customize-talino-plexiglass/">https://sumuri.com/customize-talino-plexiglass/</a> **			
Shipping and Handling within the contiguous US on all TALINO workstations and laptops is included		0.00	0.00T
		0.00%	0.00

## Total:

USD 18,499.00

-Please send any PO's or requests related to this quote to sales@sumuri.com to expedite your order and/or service.  
 -Maximum shipping times for TALINO Workstations is three (3) weeks or less. If any exceptions or delays occur which could affect the stated shipping times the customer will be notified immediately.  
 -There will be a late fee of 1.5% in addition to a 1.5% interest charge per month on past due invoices.  
 -For technical questions about TALINO please contact hello@sumuri.com. For questions about software or training please contact sales@sumuri.com.  
 -Payments by Credit Cards over the amount of \$10,000 USD will be charged an additional 3% fee. Orders over \$250,000.00 require a 50% deposit. All International Orders require a 50% deposit.  
 -For International orders:Unless otherwise indicated on the Estimate all Shipping, Duties, Taxes and Fees are the sole responsibility of the recipient.

**Anabasis LLC dba AVAIL Forensics Systems**  
**4022 Shipyard Blvd**  
**Wilmington, NC, 28403**  
**USA**



**FEIN: 99-0676731**

**DUNS NUMB:**

**CAGE Code:**

# QUOTATION

Date	Expire Date	Quote #
Apr-12-2024	May-31-2024	2453 v2

Contact / Agency / Address
Jordan Chambers Sevierville Police Department 300 Gary Wade Blvd. Sevierville, TN 37862

Description	Qty	Cost	Amount
<b>AF-DWKS-RPD-RyzenAMD-LC</b> DAVE DWKS Digital Forensics Workstation for Digital Forensics Investigators. - Core Series W100 w/ Window, No PSU, XL-ATX, Black, Full Tower Case - 3 x be quiet! Pure Wings 2 120mm high-speed, 2000 RPM, 65.51 CFM, 36.9 dBA, Cooling Fan - 2 x COOLER MASTER MasterFan MF120 HALO <sup>2</sup> 120mm, RGB LEDs, 2050 RPM, 51.88 CFM, 27 dBA, Cooling Fan - EVGA 1600 P+, 80 PLUS Platinum 1600W, ECO Mode, Fully Modular, ATX Power Supply - AMD Ryzen™ Threadripper™ PRO 7965WX 24-Core 4.2 - 5.3GHz Turbo, sTR5, 350W TDP, Processor - ARCTIC SILVER Céramique™ 2, 2.7g, 8.5 W/m.k, White Thermal Paste - GIGABYTE AORUS WATERFORCE X II 360, 360mm Radiator, Liquid Cooling System - ASUS Pro WS WRX90E-SAGE SE, AMD WRX90 Chipset, sTR5, EEB Motherboard - 8 x KINGSTON 32GB (256 GB) KSM56R46BD8PMI-32HAI, DDR5 5600MT/s, CL46, 2Rx8, ECC Registered DIMM Memory - PNY GeForce RTX™ 4080 SUPER XLR8 Gaming VERTO™ EPIC-X RGB™ OC, 2295 - 2595MHz, 16GB GDDR6X, Graphics Card - SAMSUNG 2TB 870 EVO 7mm, 560 / 530 MB/s, V-NAND MLC, SATA 6Gb/s, 2.5-Inch SSD - 2 x SAMSUNG 4TB 990 PRO, 7450 / 6900 MB/s, V-NAND 3-bit MLC, PCIe 4.0 x4 NVMe 2.0, M.2 2280 SSD - SAMSUNG 1TB 990 PRO, 7450 / 6900 MB/s, V-NAND 3-bit MLC, PCIe 4.0 x4 NVMe 2.0, M.2 2280 SSD - 4 x SEAGATE 12TB Exos® X24 ST12000NM002H, CMR, 7200 RPM, SATA 6Gb/s, 512e, 512MB cache, 3.5" HDD - ISTARUSA BPN-DE340HD-BLACK Trayless 3x 5.25" to 4x 3.5" 12Gb/s HDD Hot-swap Rack - EN Labs U2CR5253U3CESATA, Internal, 5.25" Bay, All-in-one, 3xUSB 3.0, USB Type-C Card Reader - ROSEWILL RDCR-11004, Internal, 5.25" Bay, All-in-one, USB 3.0, e-SATA, Card Reader - Broadcom MegaRAID 9560-8i, Tri-mode SATA/SAS/PCIe (NVMe) 12Gb/s, 8-Port, PCIe 4.0 x8, Controller with 4GB Cache - RAID 10 - Mirroring and Striping (Minimum 4 HDD's Required) - LG WH14NS40, BD 14x / DVD 16x / CD 48x, Blu-ray Disc Burner, 5.25-Inch, Optical Drive - INTEL I350-T4V2, 1Gbps, 4xRJ45, PCIe Network Adapter - Standard Wiring with Precision Cable Routing and Tie-Down - Tableau T356789iu – USB3 OEM Forensic Bridge - Image IDE, SATA, SAS, FireWire 400/800, or USB 3.0 suspect drives, through simultaneous high-performance - 5 Port Internal USB 3.0 Hub Controller internal - MICROSOFT Windows 11 Pro 64-bit Digital OEM w/ 32GB USB Flash Drive - 2 x ASUS TUF Gaming VG32VQ1B, Curved, 31.5" VA, 2560 x 1440 (QHD), 1 ms, 165Hz, FreeSync™ Premium Gaming Monitor - LOGITECH G915, Per Key RGB, GL Clicky, Wireless/Bluetooth, Black, Mechanical Gaming Keyboard	1	22,275.00	\$22275.00

**Anabasis LLC dba AVAIL Forensics Systems**  
**4022 Shipyard Blvd**  
**Wilmington, NC, 28403**  
**USA**



# QUOTATION

**FEIN: 99-0676731**

**DUNS NUMB:**

**CAGE Code:**

Date	Expire Date	Quote #
Apr-12-2024	May-31-2024	2453 v2

Contact / Agency / Address
Jordan Chambers Sevierville Police Department 300 Gary Wade Blvd. Sevierville, TN 37862

Description	Qty	Cost	Amount
- LOGITECH G703, LIGHTSPEED™, RGB, 25600-dpi, Wireless, Black, HERO Gaming Mouse			
- Mighty 8 Series FEL99090, 8 Outlets, 6-ft cord, 110V, Black, Surge Protector			
- AVAIL Hardware Warranty (Lifetime Labor / 4-Year Parts / 2-Year Return Shipping OR Advanced Part Replacement)			
- Thermaltake, 5.25" ODD bracket for Core W100 chassis x 10			
		Subtotal	\$22275.00
		Discount	-\$2383.43
		Tax	\$0.00
		Shipping or Fees	\$0.00
Shipping included FOB Discount applied			<b>\$19891.57</b>

Accepted By \_\_\_\_\_ Accepted Date: \_\_\_\_\_



RESCUE ESSENTIALS AND NLES ARE DIVISIONS OF TRI-TECH FORENSICS, INC

3811 International Blvd., Unit 100 • Leland, NC 28451  
910/457.6600 • FAX 910/457.0094 • 800/438.7884

**QUOTE**

**QUOTE # 50361**

**PROFORMA QUOTATION**

**BILL TO:**

SEVIERVILLE POLICE DEPARTMENT  
300 GARY WADE BLVD  
SEVIERVILLE, TN 37862  
P: 8658058131

**SHIP TO:**

SEVIERVILLE POLICE DEPARTMENT  
300 GARY WADE BLVD  
SEVIERVILLE, TN 37862  
P: 8658058131

Customer ID	Ship Via	Sales Rep	Terms	Date
SEVITNPD	BEST WAY - TTF	MACKENZIE	NET 30	4/2/2024

Quantity	UOM	Item #	Description	Unit Price	Extended Price
1	EACH	ZZ-DF-PHANTYM-AMX	FCI PHANTYM AMX CUSTOM FORENSIC COMPUTER	\$19,992.00	\$19,992.00

Model: Phantym AMX (Custom)

Case: FCI Custom Case with Hub Access Lock Out  
Power Supply: 1300 Watt Modular  
Processor: AMD Ryzen Threadripper PRO 7975WX, 32-Core, 4.0GHz (Liquid Cooled)  
System Memory: 256GB DDR5 4800  
Integrated LAN: 10 Gigabit / 1 Gigabit LAN Controller  
Video: NVIDIA RTX 4070  
RAID: 12 Gbps SATA/SAS RAID Controller  
External Drive Bay Configuration  
Bay 1: I/O Panel with 2x USB-C, 2x USB 3.0  
Bay 2: Tableau Forensic T356789iu SATA Forensic Bridge  
Bay 3: FCI Cooling Dock  
Bay 4: BluRay Burner  
Bay 5: Trayless SATA Assembly  
Bay 6-8: RAID Cage with 5 x 12TB SATA III Enterprise Drives in RAID 5

OS Drive: 1TB Gen4 NVME SSD  
DATA Drive: 4TB Gen4 NVME SSD  
Case Drive: 4TB Gen4 NVME SSD  
Temp Drive: 2TB Gen4 NVME SSD  
RAID Storage: 5 x 12TB Enterprise Drives in RAID 5 (About 48TB formatted)

Accessories:

Monitor: Dual 32" 1440p HDR Curved Monitor  
Mechanical Keyboard and Mouse  
RO/RW Media Reader

Operating System: Microsoft Windows 11 Pro 64-bit

Tableau T356789iu Cabling and Adapter Set:  
One TC4-8-R2 SATA/SAS Signal Cable  
One TC6-8 IDE Signal Cable  
One TC6-2 2 inch IDE Signal Cable  
One TC2-8-R2 Molex Style Power Cable  
One TC7-9-9 18 inch Firewire 800 Cable

Tableau 7PC Bundle:

One TDA5-18 1.8 inch IDE Hard Disk Adapter  
One TDA5-25 2.5 inch IDE Hard Disk Adapter  
One TDA3-1 SATA Solid State Disk Adapter  
One TDA3-2 - SATA - Blade-Type Solid State Drive (SSD) Adapter

One TDA3-LIF with 2 LIF cables

One TDA3-3 mSATA + M.2 SATA SSD Adapter

One TDA5-ZIF with TC20-BNDL cables

Tableau 5PC Bundle:

One PCIe Apple 2016+ SSD Adapter (TDA7-7)

One PCIe U.2 SSD Adapter Cable (TDA7-4)

One PCIe Card SSD Adapter (TDA7-1)

One PCIe M.2 SSD Adapter (TDA7-2)

One PCIe Apple 2013+ SSD Adapter (TDA7-3)

One PCIe cable - 4 inch (TC-PCI-E-4)

Three year warranty with lifetime technical support

Subtotal	\$19,992.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$19,992.00</b>

PRICES QUOTED ARE FIRM FOR 30 DAYS FROM THE ABOVE DATE

This is not an invoice; do not use to make payment. Sales Tax may be applied when applicable. Please provide your sales rep with your tax exempt certificate to have your account updated accordingly.



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## Board Memorandum

---

**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval to purchase hardware to outfit police pursuit vehicles in the amount of \$38,573.28.

**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 #202-63652, expiration date: 7/31/2024. This is a budgeted item.

**REQUESTED ACTION:** Approval to purchase hardware to outfit new police vehicles in the amount of \$38,573.28 from Dana Safety Supply.

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	528050-A
Customer No.	SEVIPD

Bill To
SEVIERVILLE POLICE DEPARTMENT EMAIL INVOICES TO: accountspayable@seviervilletn.org;bparr SEVIERVILLE, TN 37862

Ship To
SEVIERVILLE POLICE DEPARTMENT 310 Robert Henderson Rd Sevierville, TN 37862

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

E-mail: accountspayable@seviervilletn.org;bparrish@se

E-mail: accountspayable@seviervilletn.org;bparrish@se

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
04/09/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dylan Chambers		DYLAN	DAVID FINCHUM		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO SWC-202 Warehouse: KNOX	0.0000	0.00
8	8	N	SOUNDOFF ITEMS 54% OFF ETSSLFVBK09 SOI 20-24 PIU AFTRSHK BKT DRIVER SIDE Warehouse: KNOX	27.1400	217.12
8	8	N	ETSSLFVBK07 SOI 20-23 PIU AFTRSHK BKT PASSENGER SIDE Warehouse: KNOX	27.1400	217.12
20	20	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: KNOX 100J series composite speaker w/ universal bail brkt-100 watt	160.0000	3,200.00
8	8	N	ETSKLF201 SOI LOW FREQUENCY AFTERSHOCK SIREN W/2 SPEAKERS Warehouse: KNOX LF Aftershock Siren System, includes: (2) 100 Watt Speakers, 200 Watt Amplifier & Universal Brackets	499.2700	3,994.16
8	8	N	PMP2BKUMB4 SOI 2020 PIUT UNDER MIRROR MNT BRACKET, EACH Warehouse: KNOX	18.8600	150.88

Print Date	04/09/24
Print Time	04:34:52 PM
Page No.	1

Printed By: Dylan Chambers

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	528050-A
Customer No.	SEVIPD

Bill To
---------

SEVIERVILLE POLICE DEPARTMENT  
 EMAIL INVOICES TO:  
 accountspayable@seviervilletn.org;bparrri  
 SEVIERVILLE, TN 37862

Ship To
---------

SEVIERVILLE POLICE DEPARTMENT  
 310 Robert Henderson Rd  
 Sevierville, TN 37862

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

E-mail: accountspayable@seviervilletn.org;bparrish@se

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

E-mail: accountspayable@seviervilletn.org;bparrish@se

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
04/09/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dylan Chambers		DYLAN	DAVID FINCHUM		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	N	PK0123ITU202ND SMC 12-VS EXP MTL CARGO BARRIER 2020+ FORD PIUT Warehouse: KNOX VEHICLE - '24 PIU *****	440.0000	3,520.00
8	8	N	PK1133ITU20TM SMC #8XL STATIONARY WINDOW 1/2 UNCOATED POLY 1/2 VINYL Warehouse: KNOX #8XL Stationary Window1/2 Uncoated Polycarbonate 1/2 Vinyl Coated Expanded MetalXL Panel Partition TM (Tall Man)	675.0000	5,400.00
8	8	N	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020+ PIUT Warehouse: KNOX	235.0000	1,880.00
8	8	N	GK10271UHK SMC S T-RAIL MOUNT 1 UNIVERSAL HK Warehouse: KNOX GK10271UHK S T-RAIL MOUNT 1 UNIVERSAL HK	272.3000	2,178.40
8	8	N	BK2168ITU20 SMC PB450L With SOUNDOFF SIGNAL MPOWER Warehouse: KNOX	785.0000	6,280.00

Print Date	04/09/24
Print Time	04:34:52 PM
Page No.	2

Printed By: Dylan Chambers

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	528050-A
Customer No.	SEVIPD

Bill To
SEVIERVILLE POLICE DEPARTMENT EMAIL INVOICES TO: accountspayable@seviervilletn.org;bparr SEVIERVILLE, TN 37862

Ship To
SEVIERVILLE POLICE DEPARTMENT 310 Robert Henderson Rd Sevierville, TN 37862

**Contact:** DAVID FINCHUM  
**Telephone:** 865-868-1762

**Contact:** DAVID FINCHUM  
**Telephone:** 865-868-1762

**E-mail:** accountspayable@seviervilletn.org;bparrish@se

**E-mail:** accountspayable@seviervilletn.org;bparrish@se

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
04/09/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dylan Chambers		DYLAN	DAVID FINCHUM		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
8	8	N	7170-0734-04 GJ, CONSOLE PKG, 2020-23 PIU, SEE RMK TAB Warehouse: KNOX PACKAGE INCLUDES THE FOLLOWING: 7160-0846 DUAL CUP HOLDER, 7160-1334 VEHICLE SPECIFIC CONSOLE, 7160-0429 REAR MOUNTED ARMREST, & 7160-0220 MONGOOSE MOTION DEVISE. ***** PLEASE INCLUDE THESE FACEPLATES: (1) 20032 (1) 16030 ANY FILLERS NEEDED TO FINISH CONSOLE	688.5500	5,508.40
8	8	N	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: KNOX 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 *****	267.3000	2,138.40
8	8	N	T52217BLK TIGER TOUGH FORD PIU DRIVER'S SEAT COVER BLACK Warehouse: KNOX	173.6000	1,388.80

<b>Print Date</b>	04/09/24
<b>Print Time</b>	04:34:52 PM
<b>Page No.</b>	3

Printed By: Dylan Chambers

Continued on Next Page

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

Telephone: 800-845-0405

Sales Quote No.	528050-A
Customer No.	SEVIPD

**Bill To**

SEVIERVILLE POLICE DEPARTMENT  
 EMAIL INVOICES TO:  
 accountspayable@seviervilletn.org;bparrish@se  
 SEVIERVILLE, TN 37862

**Ship To**

SEVIERVILLE POLICE DEPARTMENT  
 310 Robert Henderson Rd  
 Sevierville, TN 37862

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

E-mail: accountspayable@seviervilletn.org;bparrish@se

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

E-mail: accountspayable@seviervilletn.org;bparrish@se

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
04/09/24	GROUND SHIPMENT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dylan Chambers		DYLAN	DAVID FINCHUM		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
			<p>Approved By: _____</p> <p><input type="checkbox"/> Approve All Items &amp; Quantities</p> <p><b>Quote Good for 30 Days</b></p>		

Print Date	04/09/24
Print Time	04:34:52 PM
Page No.	4

Subtotal	36,073.28
Freight	2,500.00
<b>Order Total</b>	<b>38,573.28</b>

Printed By: Dylan Chambers



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval to purchase hardware to outfit police pursuit vehicles in the amount of \$16,748.22.

**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 #202-63652, expiration date: 7/31/2024. This is a budgeted item, purchased with grant funding through the TN Highway Safety Office.

**REQUESTED ACTION:** Approval to purchase hardware to outfit new police vehicles in the amount of \$16,748.22 from Dana Safety Supply.

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

# Sales Quote

Telephone: 800-845-0405

<b>Sales Quote No.</b>	528043-C
<b>Customer No.</b>	SEVIPD

Bill To
SEVIERVILLE POLICE DEPARTMENT EMAIL INVOICES TO: accounts payable@sevierville.tn.org;bparrish@se SEVIERVILLE, TN 37862

Ship To
SEVIERVILLE POLICE DEPARTMENT 310 Robert Henderson Rd Sevierville, TN 37862

**Contact:** DAVID FINCHUM  
**Telephone:** 865-868-1762

**Contact:** DAVID FINCHUM  
**Telephone:** 865-868-1762

**E-mail:** accounts payable@sevierville.tn.org;bparrish@se

**E-mail:** accounts payable@sevierville.tn.org;bparrish@se

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
04/09/24	GROUND SHIPMENT	FOB		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dylan Chambers		DYLAN	DAVID FINCHUM		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO SWC-202  Warehouse: DROP	0.0000	0.00
20	20	N	SOUNDOFF ITEMS 54% OFF LIST PRICE EMPSA05C2-E SOI, MPWR FASCIA, 4X2, STM, BLK HSG, BLU/WHT Warehouse: DROP	161.9200	3,238.40
20	20	N	4x2 Light w/ Stud Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 24 LED, Dual Color - Blue/White EMPS1QMS3B SOI, MPWR FASCIA, 3", QM, BLK HSG, BLU Warehouse: DROP	100.7400	2,014.80
20	20	N	3" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 8 LED, Single Color - Blue EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: DROP	119.8400	2,396.80
20	20	N	NO SOI CONFIG ONLINE PMP2WDG05B SOI MPOWER 4" 5 DEGREE WEDGE BLACK Warehouse: DROP	5.9800	119.60
5	5	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: DROP	157.0000	785.00

<b>Print Date</b>	04/24/24
<b>Print Time</b>	01:42:05 PM
<b>Page No.</b>	1

Printed By: Dylan Chambers

Continued on Next Page

DANA SAFETY SUPPLY, INC  
 4809 KOGER BLVD  
 GREENSBORO, NC 27407

# Sales Quote

Telephone: 800-845-0405

Sales Quote No.	528043-C
Customer No.	SEVIPD

**Bill To**

SEVIERVILLE POLICE DEPARTMENT  
 EMAIL INVOICES TO:  
 accounts payable@sevierville.tn.org;bparrish@se  
 SEVIERVILLE, TN 37862

**Ship To**

SEVIERVILLE POLICE DEPARTMENT  
 310 Robert Henderson Rd  
 Sevierville, TN 37862

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

Contact: DAVID FINCHUM  
 Telephone: 865-868-1762

E-mail: accounts payable@sevierville.tn.org;bparrish@se

E-mail: accounts payable@sevierville.tn.org;bparrish@se

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
04/09/24	GROUND SHIPMENT	FOB		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Dylan Chambers		DYLAN	DAVID FINCHUM		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	N	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: DROP 18 inch Harness Kit for Remote Node	39.5600	395.60
4	4	N	ENGSA5200RSR SOI, 500 SERIES KNOB/PB 200W CNTRL, +VOICE PLBK Warehouse: DROP	740.6300	2,962.52
10	10	N	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: DROP	207.5500	2,075.50
10	10	N	ENGLMK008 SOI BLUEPRINT PIU LINK MICRO KIT Warehouse: DROP	276.0000	2,760.00

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

Approve All Items & Quantities

**Quote Good for 30 Days**

Print Date	04/24/24
Print Time	01:42:05 PM
Page No.	2

Subtotal	16,748.22
Freight	0.00
<b>Order Total</b>	<b>16,748.22</b>

Printed By: Dylan Chambers



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of the Southern Constructors Change Order #3 for Walter State Community College pump station for additional fall protection in the amount of \$9,812.01.

**PRESENTATION:** The additional work is due to the addition of fall protection grating to hatches at the valve vault and flow meter vault (4 total).

The total Contract fee is increased from \$3,910,743.00 to \$3,920,555.01.

All other terms of the Contract remain unchanged.

**REQUESTED ACTION:** Approval of contract Change Order #3.

**CHANGE ORDER #03**

Date: April 17, 2024

Agreement Date: October 11, 2023

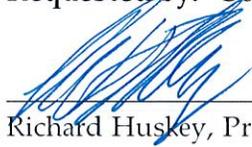
PROJECT: Walters State Community College Pump Station  
OWNER: City of Sevierville  
CONTRACTOR: Southern Constructors, Inc.  
WKD #: 20210817.00.KV

The following changes and/or additions are hereby made to the Contract Documents as follows:

- Add Fall Protection grating to Hatches at the Valve Vault and Flow Meter Vault (4 Total)

Total Change Order #3:	\$ 9,812.01
Prior Contract Price:	\$3,910,743.00
Adjusted Contract Price:	\$3,920,555.01
Change to Contract Time:	No Change

Requested by: Southern Constructors, Inc.

→   
 \_\_\_\_\_  
 Richard Huskey, President

04/26/24  
 \_\_\_\_\_  
 Date

Accepted by: City of Sevierville

\_\_\_\_\_  
 Keith Malone, Director of Water and Sewer

\_\_\_\_\_  
 Date

Recommended by: W.K. Dickson & Co., Inc.

  
 \_\_\_\_\_  
 M. Cain Reed, Project Manager

04/29/2024  
 \_\_\_\_\_  
 Date



# SOUTHERN CONSTRUCTORS INC

1150 Maryville Pike  
Knoxville, TN 37920  
(865) 579-5351

April 16, 2024

Southern Constructors, Inc. is quoting the following for:

**WSCC Pump Station**

located on: **Severville, TN**

per plans, specifications and information provided.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.00	Addition of Fall Protection at Vault Hatches	1 LS	9,812.01	\$9,812.01
			<b>Total</b>	<b>\$9,812.01</b>

NOTES:



*James Lawson*

James Lawson  
Project Manager

[jlawson@southernconstructorsinc.com](mailto:jlawson@southernconstructorsinc.com)

Phone (865) 579-5351

Fax (865) 579-4328

[www.SouthernConstructorsInc.com](http://www.SouthernConstructorsInc.com)

**COST PROPOSAL BREAKDOWN**

**PROJECT: WSCC Pump Station**  
**ITEM: Addition of Fall Protection at Vault Hatches**  
**CP: 3**  
**NOTES:**

**DATE: April 16, 2024**

<b>LABOR</b>	<b>QUANTITY</b>	<b>HOURS</b>	<b>RATE</b>	<b>OVERTIME FACTOR</b>	<b>EXTENSION</b>	
Working Foreman	0	0	\$45.00	10.00%	\$0.00	
Finish Carpenter	0	0	\$35.00	10.00%	\$0.00	
Carpenter	0	0	\$29.50	10.00%	\$0.00	
Operator	0	0	\$31.00	10.00%	\$0.00	
Iron Worker	0	0	\$29.50	10.00%	\$0.00	
Concrete Finisher	0	0	\$28.00	10.00%	\$0.00	
Laborer	0	0	\$23.00	10.00%	\$0.00	
					Sub-Total	\$0.00
	HOURS PER WEEK	50			Pay-Roll Burden	\$0.00
						50.0% (30% + 20%)
					<b>TOTAL LABOR</b>	<b>\$0.00</b>
						<b>\$0.00</b>
<b>MATERIALS</b>	<b>QUANTITY</b>	<b>Units</b>	<b>PRICE</b>		<b>EXTENSION</b>	
Fall Protection	1	LS	\$7,840.10		\$7,840.10	
					Sub-Total	\$7,840.10
					Tax	\$0.00
						0.00%
					<b>TOTAL MATERIALS</b>	<b>\$7,840.10</b>
						<b>\$7,840.10</b>
<b>EQUIPMENT</b>		<b>HOURS</b>	<b>RATE</b>		<b>EXTENSION</b>	
Pick-Up		0	\$25.00 hr		\$0.00	
Excavator		0	\$125.00 hr		\$0.00	
Mini-Excavator		0	\$105.00 hr		\$0.00	
Skid Steer		0	\$75.00 hr		\$0.00	
Compactor		0	\$60.00 hr		\$0.00	
Sand Blaster		0	\$550.00 Day		\$0.00	
Air Compressor		0	\$20.00 hr		\$0.00	
Haul-off Truck		0	\$135.00 hr		\$0.00	
Forklift		0	\$95.00 hr		\$0.00	
Welder		0	\$45.00 hr		\$0.00	
Storage Trailer		0	\$250.00 month		\$0.00	
Small Tool Expenses		0.00%	\$2,500.00		\$0.00	
					Sub-Total	\$0.00
					Tax	\$0.00
						9.25%
					<b>TOTAL EQUIPMENT</b>	<b>\$0.00</b>
						<b>\$0.00</b>
<b>OTHER MISCELLANEOUS COSTS</b>	<b>QUANTITY</b>		<b>PRICE</b>		<b>EXTENSION</b>	
Project Manager	1		\$60.00 hr		\$60.00	
Estimator	1		\$50.00 hr		\$50.00	
Changes to As-Builts	0		\$50.00 hr		\$0.00	
Permits	0		\$0.00 LS		\$0.00	
Travel to Project Site (% of Labor)	1.00%		\$0.00		\$0.00	
Warranty (% of Labor)	1.00%		\$0.00		\$0.00	
Additional Insurance Premiums	0		\$0.00 LS		\$0.00	
					Sub-Total	\$110.00
					Tax	\$0.00
						0.00%
					<b>TOTAL MATERIALS</b>	<b>\$110.00</b>
						<b>\$110.00</b>
<b>SUBCONTRACTOR</b>	<b>QUANTITY</b>	<b>Unit</b>	<b>PRICE</b>	<b>BOND</b>	<b>EXTENSION</b>	
	1	LS	\$0.00		\$0.00	
	1	LS	\$0.00		\$0.00	
	1	LS	\$0.00		\$0.00	
	1	LS	\$0.00		\$0.00	
	1	LS	\$0.00		\$0.00	
	1	LS	\$0.00		\$0.00	
					Sub-Total	\$0.00
					<b>TOTAL SUBCONTRACT</b>	<b>\$0.00</b>
						<b>\$0.00</b>
					<b>TOTAL LABOR, MATERIALS, EQUIPMENT</b>	<b>\$7,950.10</b>
					<b>CONTRACTOR'S OVERHEAD</b>	<b>\$795.01</b>
						10%
					<b>TOTAL SUBCONTRACT</b>	<b>\$0.00</b>
					<b>SUB-TOTAL</b>	<b>\$8,745.11</b>
					<b>CONTRACTOR'S FEE</b>	<b>\$874.51</b>
						10%
					<b>SUB-TOTAL</b>	<b>\$9,619.62</b>
					<b>BOND</b>	<b>\$192.39</b>
						2.0%
					<b>TOTAL</b>	<b>\$9,812.01</b>
					<b>BID PRICE</b>	<b>\$9,812.01</b>







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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of WWTP Roof Replacement bid from Eskola Roofing for \$273,110.

**PRESENTATION:** There are five roofs at the wastewater treatment plant and one at Davis Ln pump station that need to be replaced due to age, deterioration, and leaking.

Eskola Roofing was the low bidder. The project is under budget.

These are flat roofs that were not able to be replaced with metal roofing. The roofing system has a 30 year warranty.

See attached bid sheet

**REQUESTED ACTION:** Approval of Roof Replacement bid from Eskola Roofing.



**Item: Roof Replacements (Water Dept.)**

Opening Date: 04/15/24  
 Time: 3:00 PM  
 Location: City Hall

Vendor	Base Bid	Alternate #1	Total Price	Estimated Completion Date
Eskola, LLC	273,110	- 38,126	234,984	9/2/24
JDH Company, Inc.	503,634	- 125,884	377,150	90 days from NT
Tri-State Roofing Contractors, LLC	299,013	+ 62,356	361,369	6/28/24

Attest: Tracy Baker  
 Tracy Baker, Assistant City Administrator



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## Board Memorandum

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**DATE:** May 6, 2024

**AGENDA ITEM:** Consider approval of grant application in the amount of up to \$160,000 to construct the blueways access point at Court Avenue.

**PRESENTATION:** Tennessee Department of Health's Healthy Built Environments Grant – Application for construction of Court Avenue blueways access point; construction costs of up to \$160,000 with \$80,000 in grant funds and a maximum of \$80,000 to come from City of Sevierville Challenge Match funds. This grant is proposed for construction of the Court Avenue blueways access point.

**REQUESTED ACTION:** Approval of the Healthy Built Environments grant application of up to \$160,000, and approval to accept the resulting contract if the application is successful.



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## Board Memorandum

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**Date:** May 6, 2024

**Agenda Item:** Consider approval of Fireworks Displays for the Tennessee Smokies Baseball Team at Smokies Park.

**Presentation:** Pyro Shows, Inc. has requested approval of Fireworks Displays for the Tennessee Smokies' upcoming season. Dates are listed within the packet. Fire Department staff has worked with Pyro Shows, Inc.'s staff to ensure the fireworks displays meet all State and Local regulations. In the event the Tennessee Smokies make the playoffs, we request the approval of the Board of Mayor Alderman for those additional home game dates.

**Requested Action:** Recommend approval of Fireworks Displays for the attached dates.

## **Boyd Sports, LLC**

	<b>Team Name</b>	<b>Show Date</b>
1	Tennessee Smokies	Saturday, May 4, 2024
2	Tennessee Smokies	Friday, May 17, 2024
3	Tennessee Smokies	Saturday, May 18, 2024
4	Tennessee Smokies	Friday, May 31, 2024
5	Tennessee Smokies	Saturday, June 1, 2024
6	Tennessee Smokies	Friday, June 7, 2024
7	Tennessee Smokies	Saturday, June 8, 2024
8	Tennessee Smokies	Friday, June 21, 2024
9	Tennessee Smokies	Saturday, June 22, 2024
10	Tennessee Smokies	Monday, July 1, 2024
11	Tennessee Smokies	Tuesday, July 2, 2024
12	Tennessee Smokies	Wednesday, July 3, 2024
13	Tennessee Smokies	Friday, July 19, 2024
14	Tennessee Smokies	Saturday, July 20, 2024
15	Tennessee Smokies	Friday, July 26, 2024
16	Tennessee Smokies	Saturday, July 27, 2024
17	Tennessee Smokies	Friday, August 9, 2024
18	Tennessee Smokies	Saturday, August 10, 2024
19	Tennessee Smokies	Saturday, August 24, 2024
20	Tennessee Smokies	Saturday, September 14, 2024





**Federal Explosives License/Permit**  
**(18 U.S.C. Chapter 40)**

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	<b>1-TN-013-20-7C-12206</b>
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	<b>March 1, 2027</b>

Name  
**PYRO SHOWS INC**

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**115 NORTH 1ST ST  
LA FOLLETTE, TN 37766-0000**

Type of License or Permit

**20-MANUFACTURER OF EXPLOSIVES**

**Purchasing Certification Statement**

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYRO SHOWS INC  
PO BOX 1776 ATTN KEYSA SUTTLES  
LA FOLLETTE, TN 37766-0000**

*Lansden E. Hill*  
\_\_\_\_\_  
Licensee/Permittee Responsible Person Signature  
**LANSDEN E. HILL**  
\_\_\_\_\_  
Printed Name

*President*  
\_\_\_\_\_  
Position/Title  
**3/25/24**  
\_\_\_\_\_  
Date

Previous Edition is Obsolete PYRO SHOWS INC:115 NORTH 1ST ST:37766-1 TN:313-20-7C-12206:March 1, 2027:20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

**Federal Explosives License (FEL) Customer Service Information**

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

License/Permit Name: **PYRO SHOWS INC**

Business Name:

License/Permit Number: **1-TN-013-20-7C-12206**

License/Permit Type: **20-MANUFACTURER OF EXPLOSIVES**

Expiration: **March 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

# State of Tennessee

423

**TENNESSEE FIREWORKS PERMITS  
DISPLAY EXHIBITOR  
PYRO SHOWS**

*This is to certify that all requirements of the State of Tennessee have been met by virtue of Chapter 118, Public Acts of 1961, as amended by Chapter 146, Public Acts of 1969.*

**ID NUMBER: 6  
LIC STATUS: LICENSED  
EXPIRATION DATE: April 30, 2025**



**IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE**

# State of Tennessee

3008

**TENNESSEE FIREWORKS PERMITS  
ANNUAL FIREWORKS  
PYRO SHOWS LLC  
115 NORTH FIRST STREET  
LA FOLLETTE, TN 37766**

Having complied with the safety measures, as set out in Tennessee Code Annotated, Title 68, Chapter 104 and applicable rules and regulations governing the sale, storage, and use of fireworks and having paid the required fee, the holder is hereby granted a permit to engage in the sale of fireworks at the above address.

**ID NUMBER: 52  
LIC STATUS: REGISTERED  
EXPIRATION DATE: December 31, 2024  
DISTRIBUTOR-NO FEE**



**IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE**

# Boyd Sports, LLC 2024 Tennessee Smokies Saturday, May 4, 2024

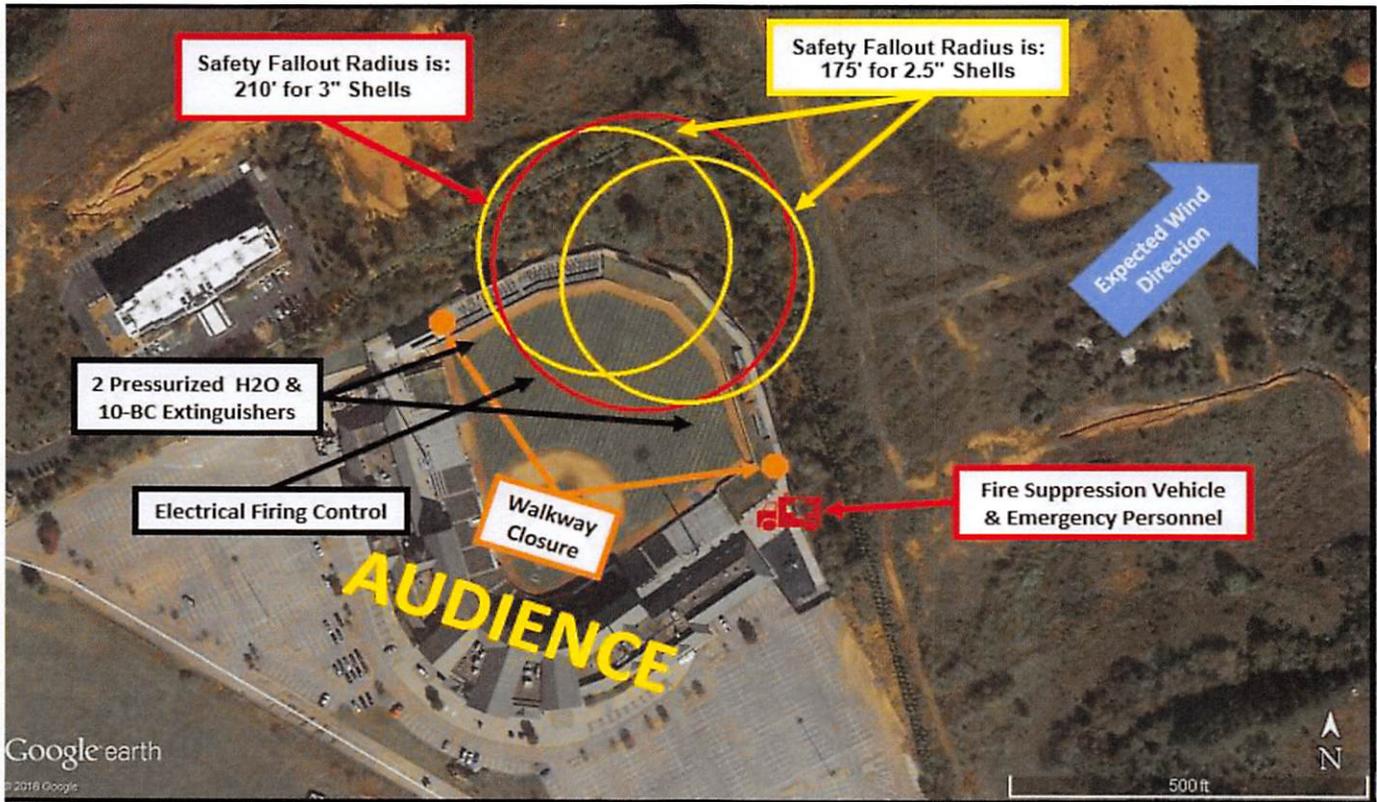
## MAIN BODY

SHELL SIZE	DEVICE	QUANTITY	TOTAL
250 x 1.0"	Cakes	1	250
49 x 1.25"	Cakes	4	196
72 x 1.25"	Cakes	2	144
100 x 1.25"	Cakes	2	200
2.5"	Aerial Shells	90	90
<b>MAIN BODY DEVICE TOTAL</b>			<b>880</b>

## FINALE

SHELL SIZE	DEVICE	QUANTITY	TOTAL
2.5	Aerial Shells	120	120
<b>TOTAL FINALE DEVICES</b>			<b>120</b>

<b>TOTAL DEVICE COUNT - MAIN BODY AND FINALE</b>	<b>1,000</b>
--	--------------



Customer: Boyd Sports, LLC  
Show Date: Saturday, May 4, 2024  
Show Address: 3540 Line Drive Sevierville, TN 37764  
Show Site Lat / Long: 0,0  
Show Time: 9:00 PM  
Rain Date: null

Show Name: 2024 Tennessee Smokies  
Maximum Device Size: 0  
#N/A  
Storage Required: 0  
Diagram Created: 03/19/24  
Diagram Created By:



500 James Robertson Parkway  
Nashville, TN 37243  
Tel: 615-741-2981  
<http://www.tn.gov/commerce/>

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**

**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.

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 (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: Lafollette County: Campbell State: TN Zip: 37766  
 Phone #: ( ) 800-662-1331 Email Address: permit-tn@pyroshows.com

**SPONSOR**

Name: Tennessee Smokies  
 Mailing Address: 3540 Line Drive  
 City: Kodak County: Sevier State: TN Zip: 37764  
 Phone #: ( ) 865-286-2300 Email Address: jboler@smokiesbaseball.com

**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: Tennessee Smokies

Location of Display: 3540 Line Drive  

	Street Address	
Kodak	Sevier	37764
City	County	Zip

Date(s) and Time(s) of Display: 2024 Season - Please see schedule provided in the packet.

Time: end of Game

Tennessee Licensed Exhibitor: <u>Pyro shows Inc.</u>	<u>6</u>
Name of Exhibitor	Tennessee License No.

Tennessee Certified Operator(s): <u>Jimmy Wilson, Jim Edwards</u>	<u>65, 25</u>
Operator Name	Tennessee Certification No.

	<u>544, 26</u>
Caitlin Roan, Neal Chaniott	Tennessee Certification No.
Operator Name	Tennessee Certification No.

	<u>346</u>
Michael Doctor	Tennessee Certification No.
Operator Name	Tennessee Certification No.





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## Board Memorandum

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**Date:** May 6, 2024

**Agenda Item:** Consider approval of expenses over \$10,000 to contract with Citadel Construction for construction of a Patio Roof for Station 3.

**Presentation:**

**Expense Description**

**Vendor**

**Cost**

Bids were solicited for construction of a patio roof structure for Station 3. Only one proposal was received. Materials have been on hand in storage since 2021.

Citadel Construction

\$15,014.50

Requesting approval to award the bid to Citadel Construction not to exceed \$15,014.50 for construction of the patio roof structure and the City being responsible for any additional needed materials to complete the project. Budgeted funds are available to cover these expenses.

**Requested Action:** Approval to contract with Citadel Construction.



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Sevierville, TN 37864  
State License #00059642, BC, Unlimited

www.citadelconstruction.com

Sevierville Fire Department Station 3  
122 Prince Street  
Sevierville, TN 37862

Mr. Henderson,

I appreciate the opportunity to work with you on your patio covering. Below you will find a breakdown of the services and materials we will be providing you. Additionally, you will find pricing for items that you can choose prior to construction, as well as all exclusions and clarifications to our pricing.

**Scope of Work (\$12,562.50)**

- Supervision
- Debris Haul Off
- Install and construct patio covering using owner provided materials
  - Install ledger board on to brick wall, below existing flashing, anchored to CMU wall
  - Construct patio covering with single slope shed roof
  - Install (pre-stained) tongue and groove underlayment
  - Install metal roofing and flashing as needed

**Add Option #1: Sun Shade System (ADD \$1,265.00)**

- Provide and install 2x6 pressure treated material to block sunlight
- 2 Sections 5ftx8ft approximately (80sf total)

**Add Option #2: Stain Structure (ADD \$1,187.00)**

- Stain all structure materials
- Stain all tongue and groove boards before installation

**Exclusions**

- Excluded- Landscaping
- Excluded- Replacement of existing footings
- Excluded- Permits and fees
- Excluded- Night and weekend work
- Excluded- Engineering and architectural fees
- Excluded- Any additional materials needed for completion

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Initials\_\_\_\_\_



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### **Other Information and Acknowledgements**

1. It is understood that the property indicated above is owned and titled to The City of Sevierville.
2. All work to be completed in a professional, workman-like manner according to standard practices. Job quote is based on normal working conditions regarding hours worked, job sequencing, work space availability and site access. Any deviation from the above work description will be executed only after written approval is received. The contractor shall not be held liable for errors or omissions in design by others, nor inadequacies of materials and equipment specified by others. The contractor shall not be liable for indirect loss or damage.
3. It is understood that any changes in scope will only be executed when a proper change order is received, approved and processed by and between the Owner and Contractor.
4. Citadel Construction Management, LLC will provide the following insurance for this job;
  - a. General Liability - \$1,000,000.00
  - b. Workers Compensation - \$500,000.00
  - c. Auto Liability - \$1,000,000.00
5. The Owner(s) shall provide Builders Insurance to cover the value of Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's Builders Risk insurance

### **Payments**

Contractor reserves the right to submit payment request once every 14 days from Owner. Payment(s) requested will be processed using the Schedule of Values. Citadel Construction Management, LLC will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, Citadel Construction Management, LLC has the right to remove same and Citadel Construction Management, LLC will be held harmless for any damages resulting from the removal thereof. A service charge of 1½% per month will be added to all overdue amounts. Owner(s) agrees to pay all collection costs, including reasonable attorneys' fees, for overdue amounts.

### **Limited Warranty**

Contractor warrants that the Work will be completed in a good and workmanlike manner. Contractor will assign whatever manufacturer's warrant is applicable to the materials used in the Work. Owner acknowledges that Contractor is not the manufacturer of such material and shall have no liability for defects in materials. This warranty shall be in effect for a period of one (1) year following Substantial Completion but notice of any warranty claim must be received within that time period. THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERMS OF THIS LIMITED WARRANTY, ANY OTHER WARRANTIES, WHETHER

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Initials\_\_\_\_\_



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EXPRESSED OR IMPLIED, ARE EXCLUDED AND DISCLAIMED. IN PARTICULAR, CONTRACTOR MAKES NO WARRANTY OF HABITABILITY, MERCHANTABILITY OR OF LOST REVENUES, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND CONTRACTOR SHALL NOT BE LIABLE FOR LOST REVENUES, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND ARISING FROM ANY DEFECT OR BREACH OF WARRANTY. THIS LIMITATION ON LIABILITY FOR LOST REVENUES O CONSEQUENTIAL OR INCIDENTAL DAMAGES SHALL SURVIVE ANY FAILURE OF ESSENTIAL PURPOSE OF THIS LIMITED WARRANTY.

### **Subcontractors/Workers**

Contractor, being fully responsible for the general management of the project, shall have full directing authority over the execution of all subcontracts. The amount of the subcontracts shall be at rates comparable to standard rates for similar quality work paid in the locality of the work for the work to be done. Owner agrees that the direction and supervision of the workers on the project, including subcontractors, rests exclusively with Contractor, and Owner agrees not to issue any instruction or to otherwise interfere with such workers and subcontractors. Owner further agrees not to contract with Contractor's subcontractors or to engage other contractors, subcontractors, or workers for work on or about the project except after completion.

### **Attorney Fees**

In the event of any litigation between the parties, the prevailing party or parties shall be entitled to recover all costs and their reasonable attorney fees. The term prevailing party as used in this section shall be defined as the party in whose favor the court shall rule or against whom no relief is granted.

### **Force Majeure: Coronavirus**

Notwithstanding any provision of this Agreement, if the Contractor is delayed at any time in the commencement of progress of the Work by a Force Majeure event where the event is beyond the reasonable control of the Contractor and the Contractor takes all reasonable steps to seek to avoid or mitigate the event or its consequences, then the Contractor shall be entitled to an equitable adjustment to the contract schedule. Examples of a Force Majeure are as follows: (1) an act of God that could not be foreseen or anticipated; (2) war; (3) contamination by nuclear fuel, radioactive toxic and explosive; (4) riots or strikes unless restricted to employees of the Contractor or its Subcontractors; and (5) government actions, including but not limited to, delays caused by the imposition of government regulations, orders, tariffs, or similar actions which impact delivery of labor, goods, and service. Further, notwithstanding any provision(s) in this Agreement, if Contractor's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (Coronavirus), including but not limited to, by (1) disruptions to material, supplies, and/or equipment; (2) illness of Contractor's or its Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Owner or Contractor restrictions and/or directives; and/or (5) fulfillment of Contractor's contractual or legal health and safety obligations associated with COVID-19, then Contractor shall be entitled to an equitable adjustment to the contract schedule and duration to account for such delays, disruptions, suspensions, and impacts. Additionally, to the extent the causes identified herein result in an increase in the cost and/or price of labor,

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materials, or equipment used in the performance of this Agreement, Contractor shall be entitled to an equitable adjustment to the contract price for such increases and impacts, including extended general conditions, provided Contractor presents documentation of such increases to Owner. Additionally, the Owner and Contractor agree that (1) Contractor shall make reasonable and good faith efforts to mitigate the time and/or cost impacts. (2) Contractor shall provide the same type of supporting documentation as required by the change order process in this Agreement in order establish the basis for an equitable adjustment to the contract price, and (3) Contractor shall provide notice to the Owner of a COVID-19 impact for which it seeks an equitable adjustment to the contract time and/or price within 21 days after occurrence of the event giving rise to such impact or within 21 days after the Contractor first recognizes the condition giving rise to the impact, whichever is later.

**Miscellaneous**

This agreement shall be governed by the laws of the state of Tennessee. Neither Owner nor Contractor shall assign this Agreement nor transfer any of the rights, privileges, or obligations it contains without the written consent of the other. Neither party may rely on any oral or written statement not contained herein. Any notice under this Agreement shall be valid when actually received by the other party, personally delivered or mailed to such party's last known address. There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party. This Agreement may be signed in several counterparts, each of which shall have the effect of an original. No presumption applicable to contract interpretation or construction, based on one party's responsibility for drafting this Agreement shall be applied to this Agreement. The heading of articles and sections are for convenience only and shall not modify rights and obligations created by this Agreement. In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected. This agreement sets forth the entire agreement of the parties regarding the Work and replace any and all prior oral or written statements and agreements. The failure of any party to insist upon strict compliance by another party shall not be deemed a waiver of its right to do so in the future.

I have read, understand and accept the scope, allowances, exclusions and contract information noted above.

Respectfully,

\_\_\_\_\_  
Andy Taylor  
Project Manager  
Citadel Construction

Accepted by,

Signed: \_\_\_\_\_

Owner: \_\_\_\_\_

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

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Initials\_\_\_\_\_