

AGENDA
BOARD OF MAYOR & ALDERMEN
March 4, 2024 Meeting
Sevierville Civic Center
6:00 P.M.



AGENDA
BOARD OF MAYOR & ALDERMEN

March 4, 2024 Meeting
Sevierville Civic Center
6:00 P.M.
(Page 1 of 2)

A. CALL TO ORDER

1. Pledge of Allegiance
2. Invocation

B. ROLL CALL

C. MINUTES – 2/19/2024–Board-Cancelled, 2/12/2024–Special Called, and 2/5/2024–Board

D. PUBLIC FORUM

1. Consider approval of **Ordinance O-2024-002** – *3rd reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 1573 Ridge Road from LDR Low Density Residential Zoning to AR Agricultural Residential Zoning – *Corey Divel*
2. Consider approval of **Ordinance O-2024-003** – *3rd reading* – An Ordinance to amend Chapter 3.0, Uses & Conditions of the Sevierville Zoning Ordinance – *Corey Divel*

E. REPORTS – *Monthly Department Reports*

F. COMMUNICATIONS FROM MAYOR & ALDERMEN

New and Promoted Employee Introductions

Board Reappointments

Parks and Recreation Foundation

Brent Blalock – 1-year term – Expiration 3-1-2025

Lori Blalock – 1-year term – Expiration 3-1-2025

Jaymie Woods – 1-year term – Expiration 3-1-2025

Jonathan (JB) Ball – 1-year term – Expiration 3-1-2025

Planning Commission

Shane Patterson – Expiration 7/1/2026 (filling out unexpired 5-year term of Austin Williams)

G. OLD BUSINESS

1. Consider approval of **Ordinance O-2024-002** – *3rd reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 1573 Ridge Road from LDR Low Density Residential Zoning to AR Agricultural Residential Zoning – *Corey Divel* 1
2. Consider approval of **Ordinance O-2024-003** – *3rd reading* – An Ordinance to amend Chapter 3.0, Uses & Conditions of the Sevierville Zoning Ordinance – *Corey Divel* 5

H. NEW BUSINESS

1. Consider approval of **Ordinance O-2024-004**– *1st reading* – An Ordinance amending subsection 10.4 of the Sevierville Zoning Ordinance – *Corey Divel* 9
2. Consider approval of **Ordinance O-2024-005** – *1st reading* – An Ordinance to increase the compensation paid by the City to the Board of Mayor and Aldermen and the Mayor of the City of Sevierville, Tennessee – *Russell Treadway* 14
3. Consider approval of **lease for downtown parking** – *Russell Treadway* 16
4. Consider extension of **reversionary clause** for property located at 1110 Old Knoxville Highway – *Russell Treadway* 35
5. Consider approval of **Audit Contracts** with Brown, Jake & McDaniel, PC for Fiscal Year 2024 in the amount of \$98,950 and \$6,750, respectively, plus out of pocket costs – *Lynn McClurg* 37
6. Consider approval to **submit a Letter of Intent** to apply for a Healthy Built Environments Grant through the State of Tennessee, Department of Health, in the amount of \$80,000 for Blueways development – *Holly Jones* 48
7. Consider approval of **Agreement between the City of Sevierville and the Smoky Mountain Children’s Home (SMCH)** for Management and Use of Soccer Fields for the period March 1 – October 31, 2024 – *Bob Parker* 49
8. Consider approval of **purchase of 35,000, C-7, LED Bulbs** for Winterfest displays from Christmas Lights, Inc. of Edmond, OK for the total amount of \$16,000 – *Bob Parker* 59
9. Consider approval to **purchase a John Deer Gator from Ag-Pro of Knoxville** for \$12,832.84 **and a Walk Behind Mower from Kodak Tractor** for \$11,500 for a total amount of \$24,332.84 – *Bob Parker* 62

Continued on Page 2



AGENDA
BOARD OF MAYOR & ALDERMEN

March 4, 2024 Meeting
Sevierville Civic Center

6:00 P.M.
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- | | |
|--|------------|
| 10. Consider approval of Agreement between the City of Sevierville and the City of Pigeon Forge for a Joint Youth Baseball Program for 2024 – <i>Bob Parker</i> | 68 |
| 11. Consider approval to purchase six (6) in-car video cameras for new police pursuit vehicles in the amount of \$13,308 – <i>Joe Manning</i> | 74 |
| 12. Consider approval of SGEA Agreement with ESRI in the amount of \$87,900 – <i>Brian Wagner</i> | 77 |
| 13. Consider approval of Agreement with Flock Group, Inc. in the amount of \$27,900 – <i>Brian Wagner</i> | 87 |
| 14. Consider approval of RecDesk subscription renewal in the amount of \$12,500 – <i>Brian Wagner</i> | 117 |
| 15. Consider approval of purchase of new lockers for Public Works in the amount of \$17,176.11 – <i>Doug Tarwater</i> | 119 |
| 16. Consider approval of Contract for construction of a new Salt Bin at the Public Works facility in the amount of \$387,000 – <i>Doug Tarwater</i> | 130 |
| 17. Consider approval of Skid Steer attachment purchases for the Street Department in the amount of \$41,362.50 – <i>Doug Tarwater</i> | 133 |
| 18. Consider approval of contract amendment #2 with CDM Smith for Veterans Boulevard Extension Design in the amount of \$882,792 – <i>Doug Tarwater</i> | 136 |

I. ADJOURNMENT

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

February 19, 2024

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

Approved: _____
Robbie Fox, Mayor

Attest: _____
Lynn K. McClurg, City Recorder

**BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE
February 12, 2024**

A called meeting of the Board of Mayor and Aldermen of the City of Sevierville, Tennessee, was held at the Sevierville Civic Center, 130 Gary Wade Boulevard, Sevierville, Tennessee, on February 12, 2024 at 2:00 PM.

There were present and participating at the meeting:

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

Senior Staff present:

Tracy Baker, Asst. City Administrator
Corey Divel, Development Director
Lynn McClurg, Chief Financial Officer/City Recorder
Martha Norris, Convention Center Director
Ed Owens, City Attorney
Bob Parker, Parks & Recreation Director
Dustin Smith, Deputy City Administrator
Doug Tarwater, Public Works Director
Russell Treadway, City Administrator
Brian Wagner, Information Technology Director

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

PUBLIC FORUM

Mayor Fox opened the public forum section of the meeting. Fox recognized Ronakkumar Patel, who requested to be able to change the location for his zone four retail package store application. Fox recognized Austin Conner, who opined that the board should be able to vote for the application in each zone that is best suited for the city. There being no further comments, the public forum was closed.

NEW BUSINESS

After previously and individually reviewing staff analysis of the applications, the Board considered approval of the retail package store certificate of compliance for zone one to Walter Dwight Church, 3409 Winfield Dunn Parkway. A motion was made by Alderman McCroskey and seconded by Alderman Rader to approve the certificate of compliance as presented. Motion carried.

After previously and individually reviewing staff analysis of the applications, the Board considered approval of the retail package store certificate of compliance for zone two to Tejaskumar Patel, Map/Parcel 027H B 050.00 & 027H B 051.00. A motion was made by Vice Mayor Koester and seconded by Alderman McCroskey to approve the certificate of compliance as presented. Motion carried.

After previously and individually reviewing staff analysis of the applications, the Board considered approval of the retail package store certificate of compliance for zone three to Stacy Champagne, H. Richard Lewellyn Jr., Kirby Smith and Alex Davis, 750 Dolly Parton Parkway. A motion was made by Alderman Ohman and seconded by Vice Mayor Koester to approve the certificate of compliance as presented. Motion carried.

After previously and individually reviewing staff analysis of the applications, the Board considered approval of the retail package store certificate of compliance for zone four to Arjun Patel, Veterans Boulevard Map/Parcel 072 158.00. A motion was made by Alderman McCroskey and seconded by Alderman Helton to approve the certificate of compliance as presented. Motion carried. Vice Mayor Koester abstained from the vote.

After previously and individually reviewing staff analysis of the applications, the Board considered approval of the retail package store certificate of compliance for zone five to Vinod Patel and Manish Patel, 1338 Parkway, Unit 1. A motion was made by Vice Mayor Koester and seconded by Alderman McCroskey to approve the certificate of compliance as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 2:11 PM.

Approved: _____
Robbie Fox, Mayor

Attest: _____
Lynn K. McClurg, City Recorder

**BOARD OF MAYOR AND ALDERMEN
CITY OF SEVIERVILLE, TENNESSEE
February 5, 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 February 5, 2024 at 6:00 PM.

There were present and participating at the meeting:

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

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
Bob Parker, Parks & Recreation Director
Dustin Smith, Deputy City Administrator
Doug Tarwater, Public Works Director
Russell Treadway, City Administrator
Brian Wagner, Information Technology Director

Mayor Fox chaired the meeting with Lynn K. McClurg as secretary of the meeting. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the minutes of the January 22, 2024 meeting and to dispense with the reading. Motion carried.

PUBLIC FORUM

Mayor Fox opened the public forum section of the meeting. Fox opened a public hearing on ordinance O2024-001 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 PLACE THE HIGH DENSITY RESIDENTIAL (HDR) DISTRICT DESIGNATION UPON PROPERTY ON CATE ROAD, TAX MAP 072, PARCEL 006.00 (PROPERTY INCLUDED IN ANNEXATION RESOLUTION R2024-002)." Fox recognized Mitchell Ogle who expressed concerns regarding the traffic capacity of roads that would serve any high-density residential developments in the subject area. There being no further comments, the public hearing was closed. There being no comments, the public forum was closed.

REPORTS & COMMUNICATIONS

Mayor Fox recognized Frank McDaniel with Brown, Jake, & McDaniel, PC, who presented the City's fiscal year 2023 Annual Comprehensive Financial Report. Fox recognized Doug Tarwater, who introduced the following new and/or recently promoted employee(s): Michael Hughett, Britton Patterson, Public Works. A motion was made by Alderman Ohman and seconded by Alderman Rader to cancel the February 19, 2024 meeting due to the Presidents Day holiday. Mayor Fox announced a called Board meeting on February 12, 2024 at 2:00 PM to consider Retail Package Store Certificates of Compliance.

OLD BUSINESS

Mayor Fox presented and placed for passage an ordinance O2024-001 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 PLACE THE HIGH DENSITY RESIDENTIAL (HDR) DISTRICT DESIGNATION UPON PROPERTY ON CATE ROAD, TAX MAP 072, PARCEL 006.00 (PROPERTY INCLUDED IN ANNEXATION RESOLUTION R2024-002)." A motion was made by Alderman Ohman and seconded by Alderman Helton to approve the ordinance as presented conditioned upon a traffic impact review of any future development within the subject area, and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on third and final reading.

Mayor Fox presented and placed for passage an ordinance O2024-002 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 1573 RIDGE ROAD, TAX MAP 72, PARCEL 163.00 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO AGRICULTURE RESIDENTIAL (AR) DISTRICT." A motion was made by Alderman McCroskey and seconded by Alderman Rader to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.

Mayor Fox presented and placed for passage an ordinance O2024-003 entitled "AN ORDINANCE TO AMEND CHAPTER 3.0 USES AND PERFORMANCE CONDITIONS & CHAPTER 9.0 DEFINITIONS OF THE SEVIERVILLE ZONING ORDINANCE". A motion was made by Alderman Rader and seconded by Vice Mayor Koester to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.

NEW BUSINESS

Mayor Fox recognized Brian Wagner, who requested approval of a three-year agreement with Packet Viper for hardware and software that secures communications to the water plant in the amount of \$24,800.00 per year. A motion was made by Alderman Ohman and seconded by Alderman McCroskey to approve the agreement as presented. Motion carried.

Mayor Fox recognized Matt Henderson, who requested approval of the following expenditures in excess of \$10,000.00:

- Knoxville Spring Service Engine 12 repair \$19,330.32 (+10% cont.) Urgent services
- Clark Power Services Tower 11 repair \$15,000.00 (est.) Urgent services

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

Mayor Fox recognized Matt Henderson, who requested approval of a State of Tennessee Rescue Squad grant application in the amount of \$44,444.00 to purchase two sets of rescue air bags for vehicle extrication. Henderson noted that no matching funds are required. A motion was made by Alderman McCroskey and seconded by Vice Mayor Koester to approve the grant application as requested. Motion carried.

Mayor Fox recognized Matt Henderson, who requested approval to expend up to budgeted amounts with Vintage Automotive or other parts vendors for antique fire engine restoration. Henderson noted that approximately \$85,000 of the \$118,000 budget has been expended to date. A motion was made by Alderman McCroskey and seconded by Vice Mayor Koester to approve the request as presented. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of a memorandum of understanding with the Sevier County School Board for use of City facilities for school sports teams through June 30, 2025. A motion was made by Alderman Helton and seconded by Vice Mayor Koester to approve the MOU as presented. Motion carried.

Mayor Fox recognized Doug Tarwater, who requested approval of the following expenditures in excess of \$10,000.00:

- | | | | |
|-------------------------|-------------------|-------------|----------------|
| • Stowers Caterpillar | Dump truck repair | \$11,291.74 | Prof. services |
| • Lubrication Equipment | Air compressor | \$17,928.00 | Low price |

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

Mayor Fox recognized Keith Malone, who requested approval of WK Dickson Task Order No. 14 for engineering services for the Collier Drive bridge pump station and force main in the not-to-exceed amount of \$115,800.00 plus reimbursables. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the task order as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 6:32 PM.

Approved: _____
Robbie Fox, Mayor

Attest: _____
Lynn K. McClurg, City Recorder



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of Ordinance O-2024-002 – *3rd reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located at 1573 Ridge Road from LDR Low Density Residential Zoning to AR Agricultural Residential Zoning.

PRESENTATION: As presented in the Staff report attached, Vacation Rentals Tennessee LLC requested the property, located at 1573 Ridge Road, Tax Map 72, Parcel 163.00, be rezoned from Low Density Residential (LDR) to Agriculture Residential (AR).

REQUESTED ACTION: Approval of O-2024-002 on 3rd Reading.

ORDINANCE NO. O-2024-002

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE,
TENNESSEE, AS SET FORTH IN SEVIERVILLE MUNICIPAL CODE,
SECTION 14-201 TO REZONE PROPERTY LOCATED AT 1573 RIDGE ROAD,
TAX MAP 72, PARCEL 163.00 FROM LOW DENSITY RESIDENTIAL (LDR)
DISTRICT TO AGRICULTURE RESIDENTIAL (AR) DISTRICT**

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

Section 1. The Zoning Map of the City of Sevierville, Tennessee, be hereby amended by the rezoning a portion of property located at 1573 Ridge Road (Tax Map 72, Parcel 163.00), from Low Density Residential (LDR) District to Agriculture Residential (AR) 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: 01/22/2024

Passed on 2nd reading: 02/05/2024

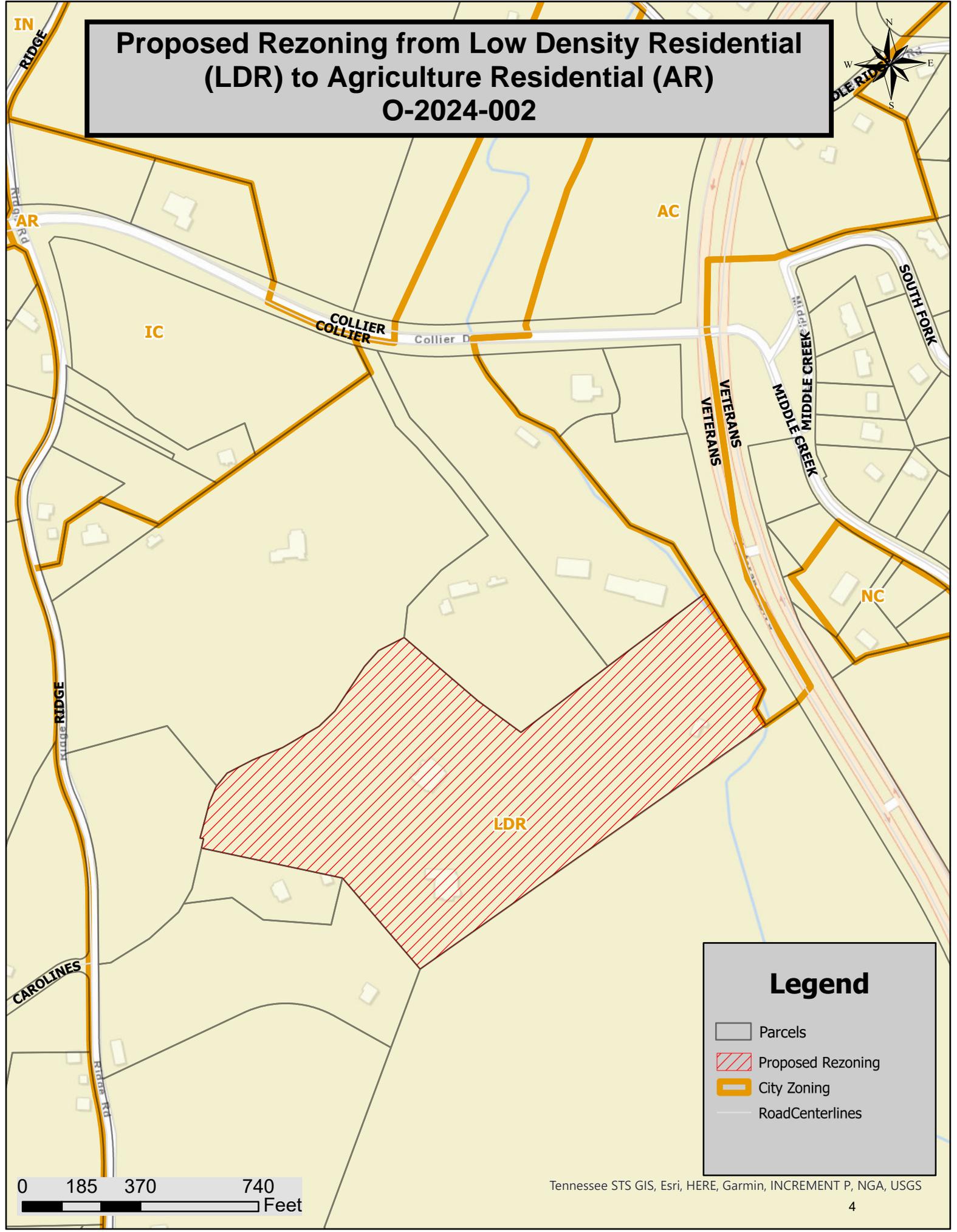
Passed on 3rd reading: _____



Development Department
 Staff Report to Planning Commission
 Rezoning Request – City of Sevierville
 1573 Ridge Road – Parcel 072 163.00

<p><u>Applicant:</u> Vacation Rentals Tennessee LLC. / Mark Urse</p> <p><u>Owners:</u> T & K Ventures LLC / Teddy Jones</p> <p><u>Staff:</u> Corey Divel and Kristina Rodreick</p> <p><u>Tax ID Number:</u> Tax Map 072, Parcel 163.00</p> <p><u>Current Zone:</u> Low Density Residential</p> <p><u>Requested Zone:</u> Agricultural Residential</p> <p><u>Number of Lots:</u> 1</p> <p><u>Current Use:</u> Residential</p> <p><u>Proposed Use:</u> Short-Term Rental and Event Venue</p> <p><u>Notification:</u> City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.</p> <p><u>Exhibits:</u> Application and Map</p>	<p><u>Request</u> Rezoning 1 parcel totaling 21.6 acres +/- from Low Density Residential (LDR) to Agriculture Residential (AR).</p> <hr/> <p><u>Background</u> Property is located within the City Limits</p> <p>The properties abutting the proposed rezoning area are as follows:</p> <p>North, South, & West – Low Density Residential (LDR) used for residential.</p> <p>East – Arterial Commercial currently vacant.</p> <p><u>Staff Comments</u> The immediate surrounding area is zoned for residential and commercial.</p> <p><u>Public Comments</u> None to date.</p> <p><u>Staff Recommendation</u> The property is located off Ridge Road and is currently zoned Low Density Residential (LDR). The request is to rezone to Agriculture Residential (AR) for residential and event venue. As this is considered a downzoning and the surrounding properties are large tracts, staff recommends approval.</p>
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Proposed Rezoning from Low Density Residential (LDR) to Agriculture Residential (AR) O-2024-002



Legend

- Parcels
- Proposed Rezoning
- City Zoning
- Road Centerlines

0 185 370 740 Feet



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of Ordinance O-2024-003 –
3rd reading – An Ordinance to amend Chapter
3.0, Uses & Conditions of the Sevierville Zoning
Ordinance

PRESENTATION: As presented in the support documentation attached, the proposed Zoning Ordinance amendment is to allow small distilleries and retail distilleries as permitted uses within the Visitor Accommodations Zoning District. The amendment also requires an additional standard of a 50' setback from all property lines and a 50' separation from other buildings containing alcoholic substances consistent with requirements of other zones.

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

REQUESTED ACTION: Adoption of O-2024-003 on 3rd Reading.

ORDINANCE NO. O-2024-003

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

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

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

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

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

Section 1. Chapter 3.0 Uses and Performance Conditions Table 3.1 is hereby amended by adding “Retail Distilleries” and “Small Distilleries” to the permitted uses within the VA Visitor Accommodation Zoning District as shown in *Attachment A*.

Section 2. Chapter 3.0 Uses and Performance Conditions Subsection 3.4.8.19(d) is hereby amended as shown in *Attachment A*.

Section 3. This ordinance shall become effective five (5) days from and after its final passage, the public welfare requiring it.

Approved: _____
Robbie Fox, Mayor

ATTEST:

Lynn K. McClurg, City Recorder

Passed on 1st reading: 01/22/2024

Passed on 2nd reading: 02/05/2024

Passed on 3rd reading: _____/2024

TABLE 3.1 USES PERMITTED BY DISTRICT															
■	Permitted														
□	Permitted on Review														
◆	Special Exception														
-	Not Permitted	AR A-R	LDR R-1	MDR R-2	HDR R-3	TC	NC C-2	IC C-3	AC C-4	IN M-1	HRO	TCL C-5	VA V-1	MPD	
Retail and Personal Service															
Retail Distilleries						■			■	■	■	■	■	■	
Small Distilleries									■	■	■	■	■	■	

3.0 Uses & Conditions

3.4.8 Retail and Personal Services Uses

3.4.8.19 Small Distillery

- d. **Additional Standards:** In the AC, TCL, and **VA Districts:** There shall not be any principal or accessory building associated with a small distillery that is located closer than fifty (50) feet from a front, side, or rear property line; and, no building on site containing alcoholic substances shall be closer than fifty (50) feet from any other building on site containing alcoholic substances, unless other ordinances of the City require a greater setback or separation, including, but not limited to, the building code and fire code. Any other buildings on site which contain no alcoholic substances shall be separated by not less than twenty (20) feet from any other building on site.



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of Ordinance O-2024-004–
1st Reading – An Ordinance amending
subsection 10.4 of the Sevierville Zoning
Ordinance

PRESENTATION: As presented in the support documentation
attached, the proposed Zoning Ordinance amendment updates the Functional
Road Classification within the Zoning Ordinance to include roads which
were not included in previous annexations.

These changes were approved by the Planning Commission at the February
1, 2024 meeting.

REQUESTED ACTION: Adoption of O-2024-004 on 1st Reading

ORDINANCE NO. O-2024-004

**AN ORDINANCE TO AMEND CHAPTER 3.0, USES AND CONDITIONS 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 10, Appendix is hereby amended by updating Subsection 3.4 designating the Functional Road Classifications 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:

Robbie Fox, Mayor

ATTEST:

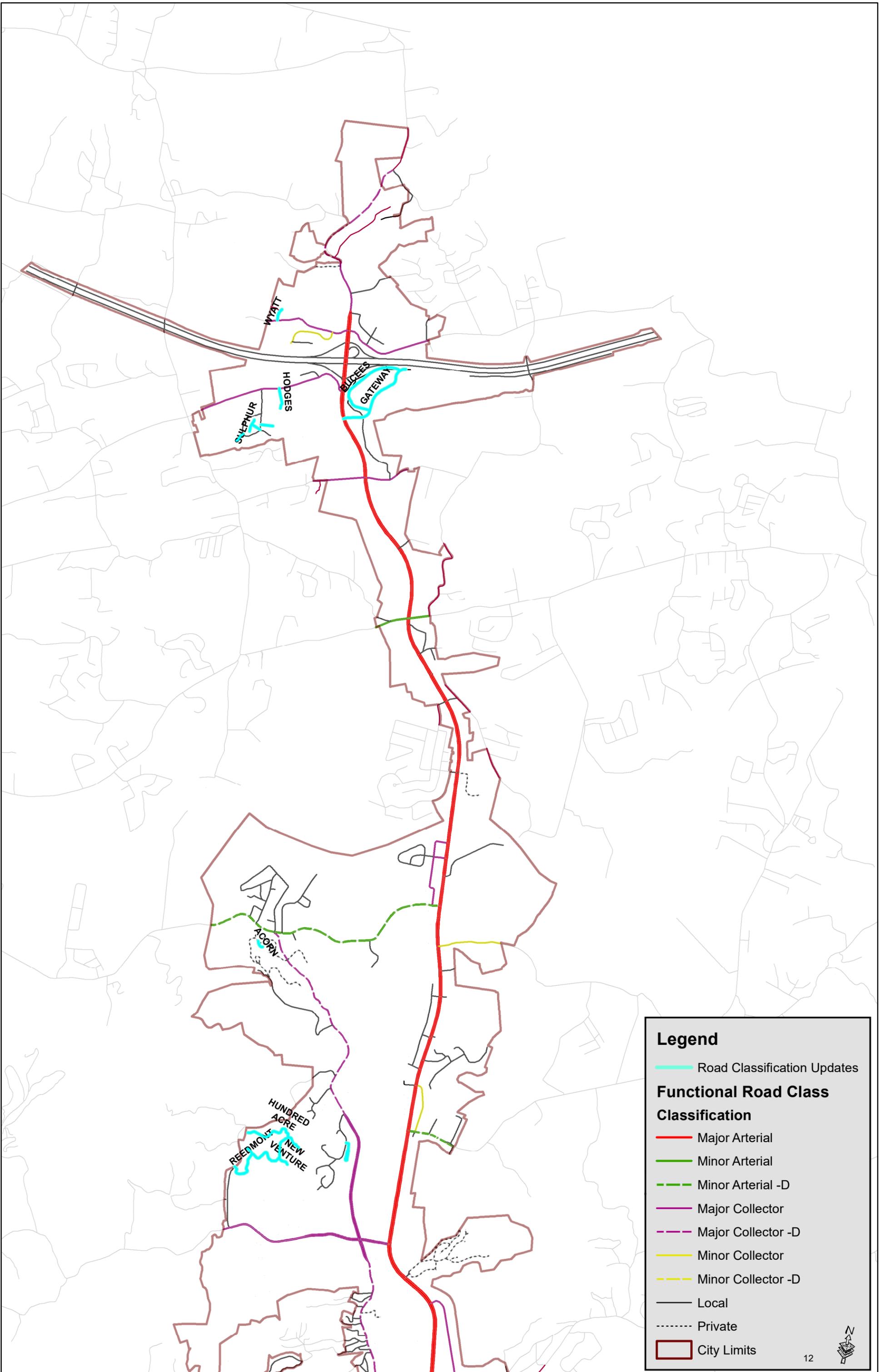
Lynn K. McClurg, City Recorder

Passed on 1st reading: _____, 2024

Passed on 2nd reading: _____, 2024

Passed on 3rd reading: _____, 2024

ST_NAME	ST_TYPE	Proposed Classification
ACORN	CT	Local
BLUE RIBBON	DR	Local
BOB HOLLOW	RD	Local
BRITLYNNE	BLVD	Minor Collector
BROOKLYN SPRINGS	CT	Local
BUCEES	BLVD	Minor Arterial - when Public
CEDAR	ST	Minor Collector
CHAPMAN	HWY	Major Arterial
COMPASS POINT	WAY	Local
CONNIE HUSTON	DR	Local
ELIZABETH	LN	Local
EMMA VICTORIA	WAY	Local
FLEETA WILLIAMS	WAY	Local
GATEWAY	BLVD	Minor Arterial - when Public
HARDIN	LN	Minor Collector
HODGES	RD	Local
HUNDRED ACRE	WAY	Local
JOHNSON ESTATE	LN	Local
KNOTTY LOG	WAY	Local
LARKSPUR	WAY	Local
LARRY BUD OGLE	DR	Local
LASHANNA	LN	Local
LONESOME VALLEY	RD	Minor Collector
MAY APPLE	WAY	Local
NEW ERA	RD	Major Collector -D
NEW VENTURE	WAY	Local
NEWPORT	HWY	Major Arterial
PICKENS	DR	Local
RAMBLING CREEK	WAY	Local
REEDMONT	WAY	Local
SANCTUARY TREEHOUSE	WAY	Local
SCENIC	DR	Local
SKIDDER	LN	Local
SULPHUR	CT	Local
SUMMER VALLEY	WAY	Local
WATCH HILL	WAY	Local
WILDHORSE RIDGE	WAY	Local
WYATT	WAY	Local



Legend

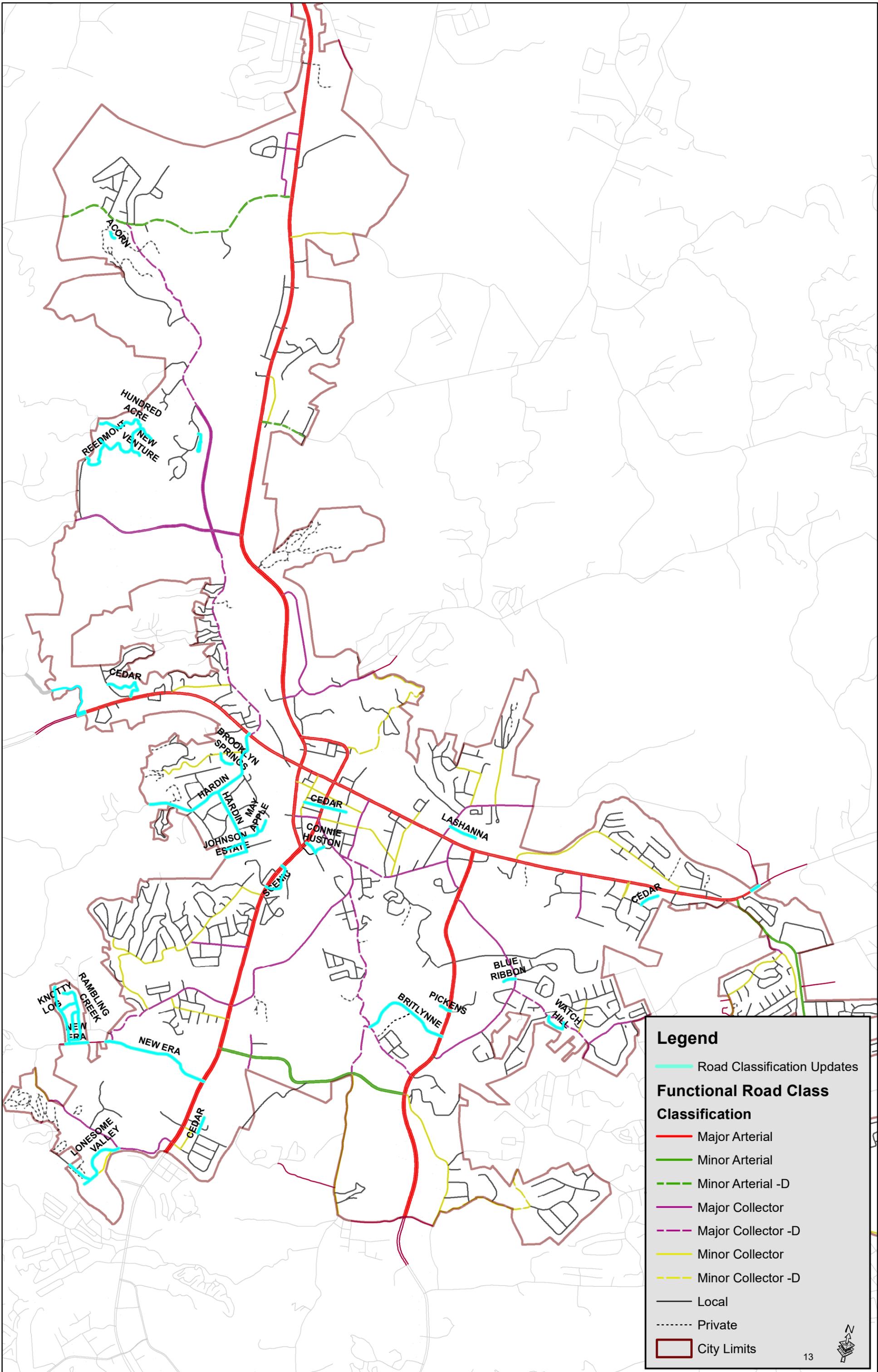
Road Classification Updates

Functional Road Class Classification

- Major Arterial
- Minor Arterial
- Minor Arterial -D
- Major Collector
- Major Collector -D
- Minor Collector
- Minor Collector -D
- Local
- Private
- City Limits

12





Legend

— Road Classification Updates

Functional Road Class Classification

- Major Arterial
- Minor Arterial
- - - Minor Arterial -D
- Major Collector
- - - Major Collector -D
- Minor Collector
- - - Minor Collector -D
- Local
- - - Private
- ▭ City Limits





Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of **Ordinance O-2024-005 – 1st reading** – An Ordinance to increase the compensation paid by the City to the Board of Mayor and Aldermen and the Mayor of the City of Sevierville, Tennessee.

PRESENTATION: Board pay has not been increased since 2006. According to the City Attorney, compensation for a member cannot be increased during their current term of office. All increases would take effect at the beginning of the next term for that position.

REQUESTED ACTION: Passage on 1st reading.

ORDINANCE NO. 2024-005
AN ORDINANCE TO INCREASE THE COMPENSATION PAID BY THE CITY TO THE BOARD OF MAYOR AND ALDERMEN AND MAYOR OF THE CITY OF SEVIERVILLE, TENNESSEE

WHEREAS, as the volume and complexity of issues to be decided upon by the Board of Mayor and Aldermen have greatly increased and by the nature and subject matter of such issues, substantial time is required of the Board of Mayor and Aldermen in preparation for making decisions in the best interests of the City, including but not limited to attendance at numerous workshops, reading and studying voluminous material on the issues for consideration, and;

WHEREAS, the Board of Mayor and Aldermen have not received an increase in compensation in several years, yet the time value of services has increased with normal economic inflation, and;

WHEREAS, the Board of Mayor and Aldermen should be compensated in accordance with the realistic time requirements and responsibility of their elective positions.

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Sevierville, that Section 1-104 of the Sevierville Municipal Code is AMENDED, as follows:

1. Section 1-104(1)(a) is amended by adding the following new second sentence:

“The Aldermen elected at the City’s May 2025 election and thereafter, until such time as this section is superseded, shall receive compensation in the amount of \$1,000.00 per month plus enrollment and participation in City’s Health Insurance Program, at City’s expense.”

2. Section 1-104(1)(c) is amended by adding the following new second sentence:

“The Mayor elected at the City’s May 2025 election and thereafter, until such time as this section is superseded, shall receive compensation in the amount of \$1,250.00 per month plus enrollment and participation in City’s Health Insurance Program, at City’s expense.”

3. Section 1-104(2)(b) is amended to read as follows:

“This chapter shall supersede, for the respective applicable periods, previous provisions concerning compensation of the Mayor and the Aldermen.

Except as provided in the foregoing amendments, Section 1-104 shall remain in full force and effect.

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

APPROVED: _____
Robert W. Fox, Mayor

ATTEST:

Lynn K. McClurg, City Recorder

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



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of lease for downtown parking.

PRESENTATION: The county and the city will be jointly leasing property from Citizens National Bank. The purpose of the lease is to secure additional parking for downtown during the construction of the new courts building. The lease will be \$200,000 per year for two-year beginning March 1, 2024, and ending February 28, 2026. The lease reserves 25 spaces for exclusive use by CNB.

REQUESTED ACTION: Approval of lease.

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is made and entered into as of March 1, 2024 (the “**Effective Date**”) by and among **Citizens National Bank**, a national banking association, (the “**Lessor**”); the **City of Sevierville, Tennessee**, a Tennessee municipal corporation, (a “**Lessee**”); and **Sevier County, Tennessee**, (a “**Lessee**”).

WITNESSETH:

WHEREAS, the Lessor owns certain real property situated in the Fifth (5th) Civil District of Sevier County, Tennessee, within the City of Sevierville, on Court Avenue, and being identified in the Sevier County, Tennessee, Property Assessor’s Office as Parcels 031.00 and 032.00 on Tax Map 049J Group B, being more particularly bounded and described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Leased Premises**”); and

WHEREAS, the Lessor desires to lease the Leased Premises to the Lessees, and the Lessees desire to lease the same from the Lessor, for use as a parking lot.

NOW, for good and valuable consideration exchanged, receipt hereby acknowledged, including the performance of the provisions following, the parties agree as follows:

A G R E E M E N T

1. **Lease Grant.** The Lessor agrees to lease to the Lessees, and the Lessees agree to lease from the Lessor, the Leased Premises for the Term and at the Rent hereinafter described, subject to the terms and conditions set forth in this Lease.
2. **Rent.**
 - 2.1 **Base Rent.** The Lessees shall pay to the Lessor as annual base rent Two Hundred Thousand Dollars (\$200,000.00) per Lease Year (the “**Annual Base Rent**”) being due and payable in advance on the first day of each Lease Year beginning on March 1, 2024. The phrase “**Lease Year**” shall mean the 12-month period commencing on March 1, 2024, and each 12-month period thereafter.
 - 2.2 **Additional Rent.** It is hereby declared to be the intention of the Lessor and the Lessees that the Annual Base Rent payable to the Lessor shall be 100% net to the Lessor and that all costs, expenses, and obligations of every kind relating to the Leased Premises which may arise or become due during the Term of this Lease shall be paid by the Lessees, and that the Lessees shall indemnify the Lessor against all such costs, expenses, and obligations. Notwithstanding anything to contrary contained herein, nothing in this Lease is intended to limit the foregoing general understanding to the effect that this is intended to be a 100% net lease. As used in this Lease, the phrase “**Additional Rent**” shall mean all amounts to be paid by Lessees under this Lease, other than the Annual

Base Rent. The Annual Base Rent and the Additional Rent shall be considered “Rent,” and a default in any payment of all or any part of such amounts shall be enforceable as non-payment of Rent.

- 2.3 **Late Charges.** Any Rent not received within 10 days following the date upon which such payment becomes due, shall be assessed a one-time late charge equal to 5% of the payment amount due.
3. **Term.** This Lease shall become effective on March 1, 2024 and terminate at 11:59 P.M. on February 28, 2026 (the “Term”). In the event both parties agree, the Term of this Lease may be extended until 11:59 P.M. on February 28, 2027.
4. **Construction. THE LEASED PREMISES ARE LEASED TO THE LESSEES, AND THE LESSEES ACCEPT THE SAME, IN THEIR “AS IS” CONDITION WITHOUT REPRESENTATION OR WARRANTY BY THE LESSOR AS TO THE CONDITION OF THE LEASED PREMISES.** The Lessor shall have no obligation to make any improvements on the Leased Premises whatsoever. It is specifically agreed and understood that the Lessees are under no obligation to pave or otherwise improve the Leased Premises; however, all paving or other improvements made by the Lessees, to the Leased Premises shall be at the Lessees’ sole expense. Any pavement or other permanent improvements built by the Lessees, or otherwise, on the Leased Premises shall, upon the expiration or lawful termination of the Term, become the Lessor’s property. The Lessor shall have the right to approve or reject any new paving or other construction on the Leased Premises, in the Lessor’s sole and absolute discretion. The Lessees agree that no work shall commence until the Lessor has approved the designs, plans, budget, and specifications for such paving or other improvement in writing. In the event that the Lessor approves a request from the Lessees to pave the Leased Premises, the Lessees shall receive a credit toward future Annual Base Rent for the reasonable costs of such paving to the extent such costs are actually incurred by the Lessees; provided, however, such credit shall be prospective only and shall not obligate the Lessor to reimburse the Lessees for Annual Base Rent paid previously.
5. **Insurance.** Throughout the Term of this Lease, the Lessees shall maintain a commercial general liability insurance policy covering the Leased Premises in the amount of at least \$3,000,000.00 (each claim) / \$6,000,000.00 (aggregate for all claims). The Lessees shall name the Lessor as an additional insured under said policy and shall make available to the Lessor a Certificate of Insurance upon request. The Lessees shall promptly pay all premiums when due. The Lessor shall have the right (but not the obligation), if the Lessees fail to do so, to obtain such policy of insurance and charge the Lessees the cost thereof as Additional Rent.
6. **Maintenance.** The Lessees shall keep the Leased Premises clean and well maintained at all times during the Term of this Lease.
7. **Use.** The Leased Premises shall be used and occupied by the Lessees solely as a parking lot and for no other use without the Lessor’s prior written consent. The Lessor shall always have twenty-five (25) parking spaces designated for its exclusive use by signage.

8. **Property Taxes; Utilities.** The Lessees shall pay to the Lessor as Additional Rent a sum equivalent to City of Sevierville and Sevier County property taxes assessed upon the Leased Premises each year, the sum being prorated for the first and last calendar years of the Term. The Lessees shall have all utilities used on the Leased Premises listed in their own name, and the Lessees shall pay for the same as they become due and payable.
9. **Assignment and Sub-Letting.** The Lessees shall not assign this Lease, or sub-lease all, or any portion, of the Leased Premises, without the prior written consent of the Lessor.
10. **Default.** Each of the following events shall be deemed an "Event of Default" by the Lessees and a breach of this Lease:
 - 10.1 Failure to pay when due any Rent (either in whole or in part) payable hereunder when such failure continues for a period of 10 days after written notice, addressed and properly mailed to the Lessees by certified mail, return receipt requested, at the address set forth below.
 - 10.2 Failure to do, observe, keep, or perform any of the other terms, covenants, agreements, and provisions required of the Lessees under this Lease when such failure continues for a period of 30 days after written notice from the Lessor reasonably describing the alleged default, addressed and properly mailed to the Lessees by certified mail, return receipt requested, at the address set forth below.

Failure of the Lessor to give notice of a default shall not act as a waiver of the Lessor's right to declare such default at a later time by giving the requisite notice so long as the Lessees are still in default at the time of such notice.

11. **Remedy in Event of Default.** Upon the occurrence of an Event of Default, the Lessor shall have the right, in addition to any other remedy provided at law or in equity, to (i) terminate this Lease as fully as though the Term had expired, by delivering written notice to the Lessees, and re-enter the Leased Premises by summary proceedings or otherwise; (ii) if such Event of Default can be reasonably cured by the expenditure of money, pay the reasonable costs of cure and be reimbursed by the Lessees within 10 days of written demand; and (iii) obtain specific performance and other equitable relief through the courts. Despite the termination of this Lease for an Event of Default, the Lessees shall remain liable for all legally recoverable damages resulting to the Lessor from such Event of Default, including but not limited to reasonable attorneys' fees and other expenses and losses. It is further agreed that the Lessor may upon expiration of any cure period as herein set forth, without otherwise being obligated so to do and without terminating this Lease, retake the possession of the Leased Premises and rent the same for such rent and upon such conditions as the Lessor may deem best, giving credit for the amount of the rent so received, less all expenses of such repairs, and the Lessees shall remain liable for the difference, if any, between the amount so received by the Lessor for such reletting and the amounts of rentals herein reserved, until the expiration date of the Term. In the case of an Event of Default attributable to Lessees' abandonment of the Leased Premises, Lessor may immediately thereafter take possession of the Leased Premises.

17. **Entire Agreement.** This Lease embodies the entire agreement among the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Lease.
18. **Amendment or Modification.** The Lessees acknowledge and agree that they have not relied on any statement, representation, agreements or warranties except as expressed herein, and that no agreement or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties in writing hereto in the same manner as the execution of this Lease.
19. **Covenants and Warranties.** The Lessor covenants and warrants that it has the right to lease the Leased Premises, that the Lessees will enjoy quiet possession of said Leased Premises during the Term of this Lease, and that it will defend the same against the claims of all persons; provided, however, the covenants and warranties set forth herein are all subject to (i) all applicable laws and (ii) all matters disclosed in **Exhibit A** attached hereto and incorporated herein by this reference, including (but not limited to) a break in the curbing being used as a point of access for unrestricted vehicular traffic to and from tax parcel 049J B 026.02 (currently owned by Ronald W. Ogle and Betty M. Ogle).
20. **Time.** Time shall be of the essence with respect to all dates and periods of time set forth in this Lease. All dates and periods of time set forth in the Lease shall be calculated on the basis of calendar days; provided, however, if the date when payment or performance is due falls on a Saturday, Sunday, or a state or federal holiday, the payment or performance shall be due on the next calendar day that is not a Saturday, Sunday, or a state or federal holiday.
21. **Captions.** The captions at the beginning of each paragraph of this Lease are for convenience only and are not intended to, and shall not be construed so as to, limit or amplify the terms and conditions of said paragraphs. Wherever the context requires or permits it, the singular may be read in the plural, the plural in the singular, the masculine in the feminine, the feminine in the masculine, and either of them in the neuter gender.
22. **Or.** In this Lease, the term “or” is not exclusive and means one or the other or both, or any one or more or all of the things or persons or alternatives in connection with which the conjunction is used.
23. **Non-Appropriation.** In the event that the Sevier County Commission decides not to authorize further funding of this Lease, this Lease shall terminate as of the effective date of such decision. In the event that the Sevier County Commission ratifies the Term, Rent, and other provisions of this Lease, the immediately preceding sentence shall be void ab initio and of no further legal effect.
24. **Governing Law & Litigation.** The Lessees and the Lessor acknowledge that this Lease was negotiated, executed, and delivered in the State of Tennessee, that this Lease is to be performed in the State of Tennessee and shall be governed and construed in accordance with the laws of the State of Tennessee. This Lease and all matters arising under or relating to it (including torts) shall be governed, interpreted, construed, and regulated exclusively by the laws of the State of Tennessee without application of any conflict of laws principles. The Lessees and the Lessor expressly understand and agree that the Tennessee State Courts of Sevier County, Tennessee, or, if there is exclusive Federal jurisdiction, the United States District Court for the Eastern District of Tennessee sitting in Knoxville (the

“Approved Courts”) shall have exclusive jurisdiction and venue over any dispute involving this Lease or any matter arising under or relating to it (including torts). The Lessees and the Lessor hereby consent to personal and subject-matter jurisdiction in and venue of the Approved Courts. The Lessees and the Lessor waive any and all rights under the laws of any state to object to the jurisdiction of the Approved Courts or to institute a claim of *forum non conveniens* to divest any Approved Court of jurisdiction. **THE LESSEES AND THE LESSOR HEREBY IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUIT OR ACTION ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE. THE LESSEES AND THE LESSOR AGREE THAT A COPY OF THIS PARAGRAPH MAY BE FILED WITH ANY APPROVED COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF THE LESSEES AND THE LESSOR TO IRREVOCABLY AND ABSOLUTELY WAIVE ALL RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE AMONG THE LESSEES AND THE LESSOR SHALL INSTEAD BE TRIED IN AN APPROVED COURT BY A JUDGE SITTING WITHOUT A JURY. THE LESSEES AND THE LESSOR AGREE THAT THIS PARAGRAPH MAY NOT BE ORALLY AMENDED AND STIPULATE THAT NO AGENT OF ANY PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT SEEK TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. THE LESSEES AND THE LESSOR ACKNOWLEDGE THAT THE LESSOR HAS, IN PART, BEEN INDUCED TO ENTER INTO THIS LEASE IN RELIANCE ON THE PROVISIONS OF THIS PARAGRAPH.**

IN WITNESS WHEREOF the parties have executed this instrument as of the Effective Date.

THE LESSOR:

CITIZENS NATIONAL BANK

By: _____
Jason Holliman
Its: President & C.E.O.

THE LESSEES:

CITY OF SEVIERVILLE, TENNESSEE

By: _____
Robbie Fox
Its: Mayor

SEVIER COUNTY, TENNESSEE

By: Larry Waters
Larry Waters
Its: Mayor

STATE OF TENNESSEE
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared JASON HOLLIMAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President & C.E.O. of CITIZENS NATIONAL BANK, the within named bargainor, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of CITIZENS NATIONAL BANK by himself as such officer.

WITNESS my hand and Official Seal at office in State and County aforesaid this _____ day of _____, 2024.

Notary Public
My commission expires: _____

STATE OF TENNESSEE
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared ROBBIE FOX, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Mayor of CITY OF SEVIERVILLE, TENNESSEE, the within named bargainor, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of CITY OF SEVIERVILLE, TENNESSEE by himself as Mayor.

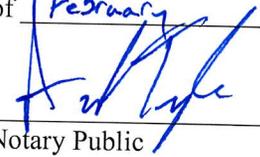
WITNESS my hand and Official Seal at office in State and County aforesaid this _____ day of _____, 2024.

Notary Public
My commission expires: _____

STATE OF TENNESSEE
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared LARRY WATERS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Mayor of SEVIER COUNTY, TENNESSEE, the within named bargainer, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of SEVIER COUNTY, TENNESSEE by himself as Mayor.

WITNESS my hand and Official Seal at office in State and County aforesaid this 26 day of February, 2024.



Notary Public

My commission expires: 5/21/2024

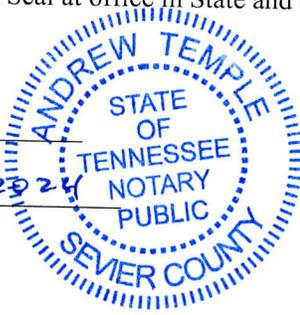


EXHIBIT A
Leased Premises

SITUATE in the Fifth (5th) Civil District of Sevier County, Tennessee, within the city of Sevierville, Tennessee, being a 0.80 acre tract, more or less, formerly known as the SunTrust Bank property, bounded on the east by Court Avenue, on the north by property now or formerly owned by WPCC Development Properties in part and in part with property now or formerly owned by Temple Enterprises, LLC, being more particularly bounded and described as follows:

BEGINNING on an iron pin located in the western right of way line of Court Avenue, said iron pin marking a common corner with property now or formerly owned by Temple Enterprises, LLC, said iron pin being further located South 19 deg 25 min 38 sec West 70.20 feet from an existing iron pin; THENCE FROM SAID POINT OF BEGINNING, and with the western right of way line of Court Avenue, South 19 deg 39 min 46 sec West 135.00 feet to an iron pin; thence continuing with said right of way line, South 19 deg 37 min 24 sec West 84.78 feet to an iron pin marking a common corner with property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355); thence leaving the right of way line of Court Avenue and with the line of property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355), South 89 deg 46 min 22 sec West 172.43 feet to an iron pin located in the line of property now or formerly owned by Ronald W. Ogle et ux (Warranty Deed Book 600, Page 89); thence leaving the line of Ronald W. Ogle et ux, and with the line of property now or formerly owned by Ronald W. Ogle et ux, North 16 deg 21 min 56 sec West 126.73 feet to an iron pin marking a common corner with a 0.33 acre tract known as the CNB Parking Lot tract; thence with the CNB Parking Lot tract, North 16 deg 18 min 37 sec West 104.85 feet to an iron pin located in the line of property now or formerly owned by WPCC Development Properties (Warranty Deed Book 303, Page 514); thence with the line of property now or formerly owned by WPCC Development Properties, South 87 deg 34 min 48 sec East 100.33 feet to a point being the common corner of WPCC Development Properties with property now or formerly owned by Temple Enterprises, LLC; thence leaving the line of property now or formerly owned by WPCC Development Properties and with property now or formerly owned by Temple Enterprises, LLC, South 87 deg 12 min 19 sec East 211.49 feet to the point of BEGINNING, as shown on survey of Charles H. Freeman, RLS, No. 1503, dated November 2, 2005, entitled "General Property Survey for Citizens National Bank" bearing Drawing No. J05-005. The address of the surveyor is P.O. Box 751, Gatlinburg, Tennessee 37738.

BEING the same property conveyed to Citizens National Bank, by deed from Waters & Waters, LLC, a Tennessee limited liability company, dated November 7, 2005, of record in Book 2386, Page 623, Register's Office, Sevier County, Tennessee.

SUBJECT TO Boundary Line, Quitclaim & Encroachment Agreement between Waters & Waters, LLC, Temple Enterprises, LLC, D & J General Partnership, and WPCC Development Properties and Citizens National Bank dated October 20, 2005, of record in Book 2387, Page 283, Register's Office, Sevier County, Tennessee.

SUBJECT TO Sewer Line Easement to the City of Sevierville of record in Right of Way Book 6, Page 896, Register's Office, Sevier County, Tennessee.

SUBJECT TO General Permit to Southern Bell Telephone & Telegraph of record in Warranty Deed Book 78, Page 351, Register's Office, Sevier County, Tennessee.

SUBJECT TO all matters noted and/or depicted on the aforementioned plat of survey of Charles H. Freeman, RLS, No. 1501, dated November 2, 2005, bearing file #J05-005, including but not limited to sanitary sewer line easements, underground gas line, underground electrical and telephone cables, telephone pedestal, TV cable box, electric box, and a break in the curbing being used as a point of access for unrestricted vehicular traffic to and from tax parcel 049J B 026.02 (currently owned by Ronald W. Ogle and Betty M. Ogle).

BOUNDARY LINE, QUITCLAIM AND ENCROACHMENT AGREEMENT

49K-B-26.01

THIS AGREEMENT made by and among Waters & Waters, LLC ("Waters"), Temple Enterprises, LLC ("Temple"), D&J General Partnership ("D&J"), WPCC Development Properties ("WPCC") and Citizens National Bank ("CNB") dated as of the 20th day of October, 2005.

WHEREAS, Waters, Temple, D&J and WPCC are owners of four (4) parcels of property located in Sevier County, Tennessee as shown on the survey of Charles H. Freeman, dated NOV 2, 2005, 2005, a copy of which is attached hereto as Exhibit A (the "Survey");

WHEREAS, the parties sources of title to the aforementioned parcels of property (the "Parcels") are as follows: Waters Parcel: Deed Book 616, Page 219 and Deed Book 622, Page 141; D&J Parcel: Deed Book 1329, Page 44; Temple Parcel: Deed Book 613, Page 618; WPCC Parcel: Deed Book 303, Page 514, all of record in the Sevier County Register's Office;

WHEREAS, the parties desire to agree upon a boundary line between their Parcels, and to acknowledge an encroachment and otherwise agree as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties hereto all agree that the boundary line running between their respective Parcels, along the southern boundaries of Temple and WPCC, and along the northern boundaries of D&J and Waters, is the boundary line as shown on the Survey, as it runs east and west from Court Avenue to Forks of the River Parkway.
2. In order to clarify any possible discrepancy as to said boundary line:
 - a. Temple and WPCC hereby bargain, grant, sell, convey, release and quitclaim unto Waters, without any representation or warranty, any interest they may have in the Waters Parcel as more fully described on Exhibit B attached hereto; and
 - b. Temple and WPCC hereby bargain, grant, sell, convey, release and quitclaim unto D&J, without any representation or warranty, and interest they may have in the D&J Parcel as more fully described on Exhibit C attached hereto.
3. Waters and Temple acknowledge and agree that the roof of a building (the "Building") currently located on the Temple Parcel extends partially over the Waters Parcel, as generally shown on the Survey. Waters hereby grants to Temple a temporary

easement to maintain the currently existing encroachment of said Building roof over the Waters Parcel under the following terms and conditions:

- a. The term of this easement shall be a maximum of fifty (50) years, subject to earlier termination as provided herein.
- b. If the Building shall be destroyed or substantially damaged for any reason, included, but not limited to fire, water or wind, such that the roof must be or is replaced, this easement shall terminate and expire. Any restoration or repair of the Building shall be made so that there is no encroachment. Likewise, in the event that Temple shall substantially modify or renovate the Building, such that the roof must be or is replaced, this easement shall terminate and expire, and any restoration of the Building shall be made so that there is no encroachment.
- c. Temple shall be solely responsible for any and all maintenance of the Building, including the part encroaching upon Waters. Temple shall hold Waters harmless and indemnify it from any claims, suits or other proceedings instituted by any and all persons or entities against Waters or Temple arising in any matter out of the Building or the encroachment.

4. The parties acknowledge and agree that the provisions hereof shall run with the land and shall benefit and bind each of their respective successors and assigns

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

[Signatures next pages]

Waters & Waters, LLC

By: John B. Waters, Jr.
John B. Waters, Jr.
Its: Chief Manager

STATE OF TENNESSEE
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **John B. Waters, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the chief manager of Waters & Waters, LLC, the within named bargainer, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, as chief manager.

WITNESS my hand and Official Seal at office in said State and County this 20th day of October, 2005.

Lois F. Dahl
Notary Public

NOTARY COMMISSION EXPIRES
March 22, 2009

My Commission Expires: _____



Temple Enterprises, LLC

By:

James A. Temple, Sr.

Its:

Chief Manager

By:

John B. Waters III

Its:

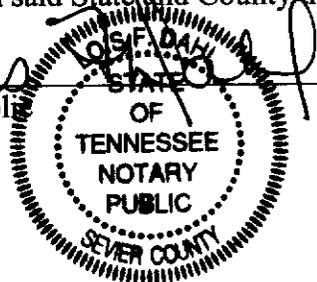
Counsel

STATE OF TENNESSEE
COUNTY OF Sevier

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **James A. Temple, Sr.** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged to be the chief manager of Temple Enterprises, LLC, the within named bargainer, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as chief manager.

WITNESS my hand and Official Seal at office in said State and County this 20th day of October, 2005.

My Commission Expires: March 23, 2009
Notary Public

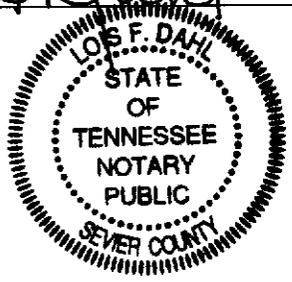


STATE OF TENNESSEE
COUNTY OF Sevier

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **John B. Waters III**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be counsel for the within named bargainer, and, being authorized to do so executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Official Seal at office in said State and County this 20th day of October, 2005.

My Commission Expires: March 23, 2009
Notary Public



D&J General Partnership

By: Waters & Waters, LLC
Its: General Partner

By: John B. Waters, Jr.
Its: Chief Manager

STATE OF TENNESSEE
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **John B. Waters, Jr.**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged to be the chief manager of the General Partner, of the within named bargainor, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company, as general partner.

WITNESS my hand and Official Seal at office in said State and County this 20th day of October, 2005.

Lois F. Dahl
Notary Public

My Commission Expires: March 23, 2009



WPCC DEVELOPMENT PROPERTIES

By: William Y. Carroll, Sr.
William Y. Carroll, Sr., as Partner

By: David C. Verble
David C. Verble, as Partner

By: Lynn T. Webb
Lynn T. Webb, as Partner

By: Kyle Swaggerty
Kyle Swaggerty, as Partner

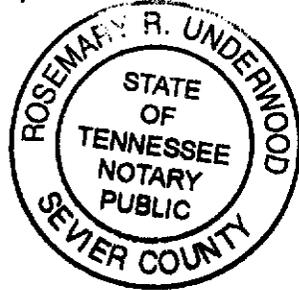
STATE OF TENNESSEE
COUNTY OF SEVIER

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **William Y. Carroll, Sr., David C. Verble, Lynn T. Webb and Kyle Swaggerty**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be the partners of **WPCC Development Properties**, the within named bargainer, a partnership, and that they as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by themselves as partners.

WITNESS my hand and Official Seal at office in said State and County this 7th day of November, 2005.

Rosemary R. Underwood
Notary Public

My Commission Expires: 9/9/06



JBW\Waters\Boundary Line, Quitclaim and Encroachment Agreement

EXHIBIT B
LEGAL DESCRIPTION
WATERS & WATERS, LLC
TO
CITIZENS NATIONAL BANK

SITUATE in the Fifth (5th) Civil District of Sevier County, Tennessee, within the city of Sevierville, Tennessee, being a 0.80 acre tract, more or less, formerly known as the SunTrust Bank property, bounded on the east by Court Avenue, on the north by property now or formerly owned by WPCC Development Properties in part and in part with property now or formerly owned by Temple Enterprises, LLC, being more particularly bounded and described as follows:

BEGINNING on an iron pin located in the western right of way line of Court Avenue, said iron pin marking a common corner with property now or formerly owned by Temple Enterprises, LLC, said iron pin being further located South 19 deg 25 min 38 sec West 70.20 feet from an existing iron pin; THENCE FROM SAID POINT OF BEGINNING, and with the western right of way line of Court Avenue, South 19 deg 39 min 46 sec West 135.00 feet to an iron pin; thence continuing with said right of way line, South 19 deg 37 min 24 sec West 84.78 feet to an iron pin marking a common corner with property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355); thence leaving the right of way line of Court Avenue and with the line of property now or formerly owned by Ronald W. Ogle et ux (Book 1740, Page 355), South 89 deg 46 min 22 sec West 172.43 feet to an iron pin located in the line of property now or formerly owned by Ronald W. Ogle et ux (Warranty Deed Book 600, Page 89); thence leaving the line of Ronald W. Ogle et ux, and with the line of property now or formerly owned by Ronald W. Ogle et ux, North 16 deg 21 min 56 sec West 126.73 feet to an iron pin marking a common corner with a 0.33 acre tract known as the CNB Parking Lot tract; thence with the CNB Parking Lot tract, North 16 deg 18 min 37 sec West 104.85 feet to an iron pin located in the line of property now or formerly owned by WPCC Development Properties (Warranty Deed Book 303, Page 514); thence with the line of property now or formerly owned by WPCC Development Properties, South 87 deg 34 min 48 sec East 100.33 feet to a point being the common corner of WPCC Development Properties with property now or formerly owned by Temple Enterprises, LLC; thence leaving the line of property now or formerly owned by WPCC Development Properties and with property now or formerly owned by Temple Enterprises, LLC, South 87 deg 12 min 19 sec East 211.49 feet to the point of BEGINNING, as shown on survey of Charles H. Freeman, RLS, No. 1503, dated November 2, 2005, entitled "General Property Survey for Citizens National Bank" bearing Drawing No. J05-005. The address of the surveyor is P.O. Box 751, Gatlinburg, Tennessee 37738; and,

BEING the same property conveyed to Waters & Waters, LLC, a Tennessee limited liability company, by deed from John B. Waters, Jr., and David Paine Waters, dated December 31, 1997, of record in Warranty Deed Book 616, Page 219, Register's Office, Sevier, County, Tennessee, and by deed from SunTrust Bank, East Tennessee, N.A., a national banking association, successor to Third National Bank of East Tennessee, successor to the Bank of Sevierville, dated March 19, 1998, of record in Warranty Deed Book 622, Page 141, Register's Office, Sevier, County, Tennessee.

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EXHIBIT C
LEGAL DESCRIPTION
D & J GENERAL PARTNERSHIP
TO
CITIZENS NATIONAL BANK

SITUATE in the Fifth (5th) Civil District of Sevier County, Tennessee, within the city of Sevierville, Tennessee, being a 0.33 acre tract, more or less, bounded on the west by Forks of the River Parkway, on the north by property now or formerly owned by WPCC Development Properties, being more particularly bounded and described as follows:

BEGINNING on an iron pin located in the eastern right of way line of Forks of the River Parkway, said iron pin being further located 349.00 feet, more or less, in a southerly direction along the eastern right of way line of Forks of the River Parkway from its point of intersection with the southern right of way line of Bruce Street; THENCE FROM SAID POINT OF BEGINNING, leaving the right of way line of Forks of the River Parkway and with the line of property now or formerly owned by WPCC Development Properties, South 88 deg 23 min 18 sec East 132.90 feet to an iron pin marking a common corner with property formerly known as the SunTrust Bank property; thence leaving the line of WPCC Development Properties and with the line of property formerly known as the SunTrust Bank property, South 16 deg 18 min 37 sec East 104.85 feet to an iron pin marking a common corner with property now or formerly owned by Ronald W. Ogle et ux; thence leaving the line of property formerly known as the SunTrust Bank property and with the line of property now or formerly owned by Ronald W. Ogle et ux, North 88 deg 23 min 19 sec West 158.85 feet to a drill hole in top of curbing in the eastern right of way line of Forks of the River Parkway; thence leaving the line of property now or formerly owned by Ronald W. Ogle et ux and with the eastern right of way line of Forks of the River Parkway, North 02 deg 00 min 31 sec West 99.96 feet to the point of BEGINNING, as shown on survey of Charles H. Freeman, RLS, No. 1503, dated November 2, 2005, entitled "General Property Survey for Citizens National Bank" bearing Drawing No. J05-005. The address of the surveyor is P.O. Box 751, Gatlinburg, Tennessee 37738; and,

A PART of

BEING the same property conveyed to D & J General Partnership, a Tennessee General Partnership, by deed from Waters & Waters, LLC, a Tennessee limited liability company, dated November 1, 2001, of record in Book 1329, Page 44, Register's Office, Sevier County, Tennessee.

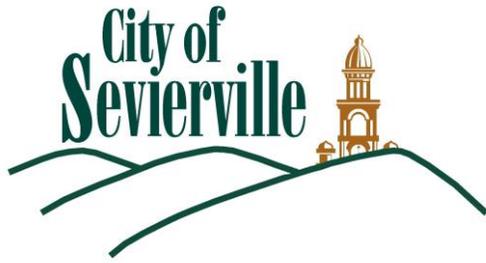
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VOL: 2387/283-291

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11/08/2005 09:32 AM	
VALUE	0.00
MTG TAX	0.00
TRM TAX	0.00
REC FEE	45.00
DP FEE	2.00
REG FEE	0.00
TOTAL	47.00

STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider extension of reversionary clause for property located at 1110 Old Knoxville Highway.

PRESENTATION: At the workshop in November 2023, the Board considered a request to extend or rescind the reversionary clause in the agreements between the City owners of Riverpark Apts., LLC. It was determined that due to extensions and amendments to the original agreements that the City's right to repurchase the property could not be exercised until 2037.

Sevierville Affordable Housing, LLC, the current owners, have requested that the City reconsider a 30-year extension to the reversionary clause. (See attached.)

Any approval would need to be memorialized in a formal resolution approved by the Board.

REQUESTED ACTION: As desired.

Sevierville Board of Mayor and Aldermen
120 Gary Wade Blvd
Sevierville, TN 37862



Dear Board of Mayor and Aldermen,

On behalf of Sevierville Affordable Housing, LLC, we would like to propose a new scenario regarding the reversion clause that was discussed at the BOMA retreat on 10/23/2023. We would like to continue forward with a 30 year extension on the reversion clause, but having heard BOMA's concerns about protecting the City's financial stake in the property we would include a payoff of the land value in the event we sold the property. We would propose having an appraisal done at the time of sale, if any, to set the value of the property to a fair market price. In the scenario we sell the property, a potential buyer would need the reversion clause removed entirely for financing purposes, so we would also request that the payment made as described above for the property would eliminate the reversion clause entirely.

We would request that the scenario above be moved to a vote. Please let me know if you have any additional questions to help clarify the scenario described above.

We appreciate this consideration and look forward to continuing to provide safe, affordable housing in Sevierville for years to come.

Sincerely,

Austin Williams
Managing Partner
Sevierville Affordable Housing, LLC



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of Audit Contracts with Brown, Jake & McDaniel, PC for Fiscal Year 2024 in the amount of \$98,950 and \$6,750, respectively, plus out of pocket costs.

PRESENTATION: Approval of a contract to audit accounts is necessary to comply with state law and to satisfy government accounting standards. The first is a contract with Brown, Jake & McDaniel, P.C. to audit the general fund, water and sewer fund, PBA fund and other miscellaneous funds for the 2024 fiscal year. The second is a contract to audit the City of Sevierville Industrial Development Board for the 2024 fiscal year. The audit firm will enter into separate contracts to audit Sevier County Electric System, and the Sevierville/Sevier County Joint Venture Stadium fund.

REQUESTED ACTION: Approval of contracts to audit accounts as described with Brown, Jake & McDaniel, PC in the amount of \$98,950 and \$6,750, respectively, plus out of pocket costs.

BROWN JAKE & McDANIEL, PC

CERTIFIED PUBLIC ACCOUNTANTS
2607 KINGSTON PIKE, SUITE 110
KNOXVILLE, TENNESSEE 37919-3336
865/637-8600 • fax: 865/637-8601
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JAMES E. BOOHER, CPA, CGMA
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MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

February 26, 2024

Lynn McClurg, City Recorder/
Chief Financial Officer
City of Sevierville
P.O. Box 5500
Sevierville, TN 37864-5500

Enclosed is a draft copy of the Contract to Audit Accounts for the City of Sevierville, Tennessee for the year ending June 30, 2024. We have initiated the contract from our office and you will be notified by e-mail that this process has begun. Please access the Tennessee Comptroller's **Contract and Reporting System (CARS)** website at <https://apps.cot.tn.gov/CARS/> to apply an electronic signature acceptance by a Board-designated signer. After the Board's designated representative approves and applies their electronic signature to the audit contract, the Comptroller's office will approve and sign and then notify each party at the e-mail addresses that are set up in each of their respective accounts. They will direct you to access an on-line copy of the final contract through the CARS system by going to **Manage Audit Contracts** and selecting the **Files** link at the end. Please keep the draft copy and a downloaded and/or printed copy of the final original approved contract for your records.

Also, I have enclosed a standard engagement letter for the audit to be reviewed and signed. The original should be returned to us and the client copy should be retained for your records.

We have increased (cost of living adjustment and reporting standards changes) our proposed fees for 2024 by 3.0% as a percentage of our fees for 2023.

If you have any questions, please let me know. We appreciate the opportunity of being of service to the City and sincerely appreciate the professionalism and spirit of cooperation demonstrated to us by the City's accounting staff and management personnel as we conduct the annual financial audit.

Very truly yours,

BROWN JAKE & McDANIEL, PC

Frank D. McDaniel, CPA, CGFM, CGMA

Frank D. McDaniel, CPA, CGFM, CGMA

Enclosures



CONTRACT TO AUDIT ACCOUNTS
OF
City of Sevierville

FROM July 01, 2023 TO June 30, 2024

This agreement made this 26th day of February 2024, by and between Brown Jake and McDaniel, PC, 2607 Kingston Pike, Suite 110, Knoxville, TN 37919-3336, hereinafter referred to as the "auditor" and City of Sevierville, of PO Box 5500, Sevierville, TN 37864, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2023, and ending June 30, 2024 with the exceptions listed below:

Sevier County Electric System - 2883

Sevier County Electric System Retirement Plan - 13292

Sevier County Electric System Retiree Medical, Dental and Life Insurance Plan - 13353

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **16** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2024**, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

None

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) of a county government that is audited by the Division of Local Government Audit (LGA). Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions) **None**

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed

below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit **\$93,950.00**

Municipal Chart of Accounts Crosswalk **\$5,000.00**

Total Fixed Contract Fee **\$98,950.00**

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

Fixed audit fee plus out-of-pocket costs

Fixed Audit Fee Allocation:

City of Sevierville Government Funds and Internal Service Funds - \$69,850.00

Sevierville Water Systems - \$24,100.00

Fixed Fee for Chart of Accounts Crosswalk Allocation:

City of Sevierville Government Funds - \$3,800.00

Sevierville Water Systems - \$1,200.00

12. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit firm

Governmental Unit or Organization

By

By

Signature

Signature

Title/Position:

Title/Position:

E-mail address

E-mail address

Date:

Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

BROWN JAKE & McDANIEL, PC

CERTIFIED PUBLIC ACCOUNTANTS
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MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

February 26, 2024

Industrial Development Board of the
City of Sevierville, Tennessee
Lynn McClurg, City Recorder/
Chief Financial Officer
City of Sevierville
P.O. Box 5500
Sevierville, TN 37864-5500

Enclosed is a draft copy of the Contract to Audit Accounts for the Industrial Development Board (IDB) of the City of Sevierville, Tennessee as of and for the year ending June 30, 2024. We have initiated the contract from our office and you will be notified by e-mail that this process has begun. Please access the Tennessee Comptroller's **Contract and Reporting System (CARS)** website at <https://apps.cot.tn.gov/CARS/> to apply an electronic signature acceptance by a Board-designated signer. After the Board's designated representative approves and applies their electronic signature to the audit contract, the Comptroller's office will approve and sign and then notify each party at the e-mail addresses that are set up in each of their respective accounts. They will direct you to access an on-line copy of the final contract through the CARS system by going to **Manage Audit Contracts** and selecting the **Files** link at the end. Please keep the draft copy and a downloaded and/or printed copy of the final original approved contract for your records.

Also, I have enclosed a standard engagement letter for the audit to be reviewed and signed. The original should be returned to us and the client copy should be retained for your records.

The proposed fee for the audit period is an amount not to exceed \$6,750.00.

If you have any questions, please let me know. We appreciate the opportunity of being of service to the IDB.

Very truly yours,

BROWN JAKE & McDANIEL, PC

Frank D. McDaniel, CPA, CGFM, CGMA

Frank D. McDaniel, CPA, CGFM, CGMA

Enclosures

□ □ □

**CONTRACT TO AUDIT ACCOUNTS
OF
Industrial Development Board of the City of Sevierville, Tennessee**

FROM July 01, 2023 TO June 30, 2024

This agreement made this 26th day of February 2024, by and between Brown Jake and McDaniel, PC, 2607 Kingston Pike, Suite 110, Knoxville, TN 37919-3336, hereinafter referred to as the "auditor" and Industrial Development Board of the City of Sevierville, Tennessee, of PO Box 5500, Sevierville, TN 37864-5500, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2023, and ending June 30, 2024 with the exceptions listed below:

None

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **12** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than December 31, 2024, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:

None

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving

public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is only applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA)**. Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)
- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Special Provisions) **None**

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit **\$6,750.00**
Municipal Chart of Accounts Crosswalk **\$0.00**
Total Fixed Contract Fee **\$6,750.00**

or
Estimated Contract Fee:
Audit
Municipal Chart of Accounts Crosswalk
Total Estimated Contract Fee

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

Fixed audit fee plus out-of-pocket costs

12. As the authorized representative of the firm, I do hereby affirm that:
- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
 - our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
 - all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
 - all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

	Governmental Unit or Organization
Audit firm	
By	By
Signature	Signature
Title/Position:	Title/Position:
E-mail address	E-mail address
Date:	Date:

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval to submit a Letter of Intent to apply for a Healthy Built Environments Grant through the State of Tennessee, Department of Health, in the amount of \$80,000 for Blueways development.

PRESENTATION:

The City has been working on development of a Blueways System on our rivers which was recommended in the Parks and Recreation Master Plan. The plan is to build five (5) river access points over the next two Fiscal Years through a combination of private donations matched by City Challenge dollars and other grants as staff identifies.

If funded, this grant will provide construction dollars for the Court Avenue river access point.

No matching funds are required.

REQUESTED ACTION: Approval of Letter of Intent



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of Agreement between the City of Sevierville and the Smoky Mountain Children's Home (SMCH) for Management and Use of Soccer Fields for the period March 1 - October 31, 2024

PRESENTATION: Attached please find the Agreement between the City and the Smoky Mountain Children's Home. This Agreement requires the City to maintain certain portions of the SMCH campus and establishes the requirements any group would have to follow when utilizing the SMCH campus for soccer activities. The City Attorney and the Smoky Mountain Home for Children have reviewed the proposed Agreement.

REQUESTED ACTION: Approval of Agreement between the City of Sevierville and the Smoky Mountain Children's Home for mowing and management of soccer fields for the period March 1, 2024 until October 31, 2024.



AGREEMENT

This Agreement is made effective March 4, 2024, by and between the City of Sevierville, Tennessee (the “City”) and the Smoky Mountain Children’s Home (“SMCH”).

WHEREAS the City and SMCH desire to establish the terms and conditions under which SMCH will allow the City to use soccer fields located on SMCH property for practices and games under the management and supervision of the City, and under which the City will maintain, and mow all soccer fields located on SMCH property for said purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties have agreed as follows:

1. **Scheduling**. The City’s Director of Parks and Recreation (the “Director”) will provide a proposed schedule of use of the soccer fields, including a detailed schedule for each date, setting beginning and ending times. The schedule shall be submitted 30 days in advance of any scheduled activity, to allow the SMCH to plan adequate security for the activities on the schedule, in consultation with the City. The schedule shall be subject to approval by SMCH administration and shall not be changed without advance approval by SMCH administration. SMCH fields shall be used for soccer only, all of which must be included in the final schedule agreed on by the parties. No proposed activities shall take place unless proposed by the Director and approved by SMCH.
2. **Security**. The City shall provide staff personnel who shall cooperate with SMCH staff to enforce security and parking standards. City staff shall follow all instructions given by SMCH. City Staff may contact a City Police Officer, if necessary, to oversee security at any event. In the sole discretion of the Police Officer, the Director, or the Director’s designee, any event may be cancelled, and all persons may be required to leave the premises, if necessary, for the safety or security of persons at the event or the safety or security of SMCH property.
 - A. The City shall be responsible for the daily management and administering of the security plan on SMCH property. The Security/Maintenance Plan is attached hereto as Exhibit A and incorporated by reference herein.
3. **Codes of Conduct**. All participants in events shall always follow all City Parks and Recreation Department Codes of Conduct and shall always obey all instructions given by City Police Officers/City Staff providing security for the event. The City Police Officer or the Director or his/her designee in charge of security at an event may, in their sole discretion, order any participant or other person to leave the premises if the Officer or Directors designee deems it necessary for the safety or security of any person at the event or the safety or security of SMCH property. A copy of the City Code of Conduct is Exhibit B hereto and incorporated by reference herein.



4. **Maintenance of Grounds.** The City shall be responsible for general maintenance of the soccer fields from March 4, 2024 through October 31, 2024. For purposes of this Agreement, “general maintenance” includes, but is not necessarily limited to; having fields mowed and grounds maintained regularly, removal of all trash or waste related to soccer activities and preparing fields for soccer events.
5. **Insurance.** The City will carry the minimum limits of general liability insurance for bodily injury, including death, and property damage, which shall be \$1,000,000 combined single limit. Such insurance will be for the joint benefit of the City and SMCH and shall name SMCH as Additional Insured. All such policies shall provide for the City to be given at least 30 days- notice of cancellation. This Agreement shall not become effective until the City provides SMCH satisfactory proof of such insurance.
6. **Indemnification.** Regardless of insurance, the City shall require any group that is allowed to use Fields located at the SMCH to enter into an agreement to indemnify and save the City and SMCH free and harmless of any and all claims, actions, damages, expenses (including without limitation reasonable attorneys’ fees) and liability whatsoever arising out of or in any way connected with injury (including death) or property damage to any person, firm, corporation or other entity, including but not limited to the City and SMCH, arising directly or indirectly from the use or occupancy of the SMCH property, or any part thereof, by said group, its agents, contractors, employees, invitees, event participants and spectators.
7. **Relationship of the Parties.** The provisions of this Agreement are not intended to create and shall not be deemed or construed to create any joint venture, partnership, or other relationship between the City and SMCH other than that of independent entities contracting with each other solely for carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be deemed to be the agent, employee, or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, except as otherwise provided in this Agreement.
8. **Term of Agreement/Termination.** This Agreement shall begin on March 4, 2024, and end October 31, 2024. The City or SMCH may, in its sole discretion, terminate this Agreement at any time. Termination shall become effective when notice is sent by either party in any manner reasonably calculated to give notice to all parties; including but not limited to oral notice given in person or via telephone, and written notice delivered in person, by e-mail or by United States mail. Notice sent by United States mail shall be deemed received on the third day after mailing.



9. **Entire Agreement.** This Agreement contains the entire Agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
10. **Waiver.** No failure or delay by the City in exercising any of its rights under this Agreement shall prevent the City from later exercising that right.
11. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
12. **Amendment.** This Agreement may be modified or amended only if made in writing and signed by both parties.
13. The City Parks and Recreation Department will require each organization that contracts with the City for use of the SMCH soccer fields to enter into an agreement requiring that such organization will:
 - A. **Will:** Agree to follow the Inclement Weather Policy set forth in Exhibit C hereto.
 - B. **Will:** Provide the City of Sevierville with proof of Liability Insurance as noted in this Agreement, with the City named as an additional insured.
 - C. **Will:** Maintain litter and cleanup around all fields used and will place litter in trash bags in the containers provided.
 - D. **Will:** Require all coaches and volunteers to provide a 24-hour notice of any cancellation or any changes to any game or practice schedule.
 - E. **Will:** End all practices during school nights (Mon-Friday) by sunset of same day.
 - F. **Will:** Direct and require all players, volunteers, and spectators to use the restrooms located at the Sevierville City Park, which are the designated restrooms for the soccer facility, and which meet all ADA requirements.



**THE CITY OF SEVIERVILLE,
TENNESSEE**

Smoky Mountain Home for Children

By: _____
Robert Fox, Mayor

By: _____

Attest: _____
Lynn K. McClurg, City Recorder

Attest: _____

Date: _____

Exhibit A- Security/Maintenance Plan

Exhibit A- Security and Maintenance Plan-Parking-Exit and Entering SMHC Property 2023





20-1

TITLE 20

MISCELLANEOUS

CHAPTER

1. EMERGENCY ALARM DEVICES.
2. CODE OF CONDUCT FOR CITY PARKS AND RECREATIONAL FACILITIES.

CHAPTER 1

EMERGENCY ALARM DEVICES

SECTION

- 20-101. False alarm.
- 20-102. False alarm activations.
- 20-103. Fee assessment for false alarms.
- 20-104. Disconnection.
- 20-105. Penalty for offenses.
- 20-106. Automatic telephone dialing alarm systems prohibited.
- 20-107. Severability of provisions.

20-101. False alarm. "False alarm" means an alarm signal eliciting a response by the Police and/or Fire Department when a situation requiring a response by the Police and/or Fire Department does not in fact exist; but in this definition does not include an alarm signal caused by unusually violent conditions of nature nor does it include other extraordinary circumstances not reasonably subject to control by the alarm user. (Ord. #2012-002, Feb. 2012)

20-102. False alarm activations.

(1) Whenever an alarm is activated in the City, thereby requiring an emergency response to the location by Police and/or Fire personnel, a Police and/or Fire Officer on the scene of the activated alarm shall determine whether the emergency response was in fact required as indicated by the alarm system or whether in some way the alarm system malfunctioned and thereby activated a false alarm.

(2) If the Police or Fire Officer at the scene of the activated alarm system determined the alarm to be false and no emergency response was necessary, then said Officer shall submit a report of the false alarm to the City Administrator, or his designee, and the respective Chief. A written notification of emergency response and determination of the response shall be mailed or delivered to the alarm user at the address of location where alarm was activated. The addressee upon receipt of the notification shall be entitled to a hearing before the City Administrator or his designee and addressee desiring a



Exhibit B- Code of Conduct

20-4

CHAPTER 2

CODE OF CONDUCT FOR CITY PARKS AND RECREATIONAL FACILITIES

SECTION

20-201. General code of conduct.

20-201. General code of conduct. This Code of Conduct shall be followed by all persons using any recreational grounds and facilities operated or controlled by the City of Sevierville. The requirements of the Code are in addition to the requirements of the Sevierville Municipal Code, which also applies to all users of City grounds and facilities.

(1) Any physical or verbal abuse toward another person is strictly prohibited.

(2) All users must comply with all instructions from Department of Parks and Recreation staff members.

(3) No writing on, marking on, defacing, abusing or damaging any City property in any manner. Violators shall be required to pay all costs of repair, in addition to any other penalties imposed for violation of this Code or other applicable law.

(4) No loitering in any facility. You must be a participant in an activity and/or organized meeting relating to such activity.

(5) No misuse or abuse of equipment.

(6) No public displays of affection.

(7) No alcoholic beverages, drugs, or gambling in buildings or on surrounding grounds. Groups holding functions held at the Civic Center may be permitted to serve alcoholic beverages upon approval from the Director of Parks and Recreation.

(8) Use of tobacco products is prohibited within all City Recreation Facilities as provided in Title 11, chapter 7 of the Sevierville Municipal Code.

(9) Per State Law, possession of tobacco products by persons under the age of eighteen (18) years is not allowed on any City property.

(10) No riding or parking of any type of motorized vehicle in any area not designated or designed as a marked parking area, or in any officially posted area without written permission. Riding of skateboards is allowed only in areas designated for such activity.

(11) Sevierville Parks and Recreation reserves the right to close any facility for any reason deemed necessary or desirable by the Director of Parks and Recreation or his designee, including but not limited to inclement weather, maintenance and scheduled events.

(12) All outdoor public parks owned or leased by the City of Sevierville Department of Parks and Recreation will officially open for public use at 6:00 A.M. each morning and close for public use at 11:00 P.M. each night, unless



Exhibit B-Code of Conduct

20-5

different hours are posted at the park, and unless approved scheduled events are taking place after that time, in which case all persons must leave the premises within (15) fifteen minutes after the conclusion of the program. All areas not lighted will close at dusk. No visitors are permitted in a park at any time except when the park is open.

(13) No camping, sleeping, or overnight parking is allowed in or on any outdoor park, parking lot, trail, or greenway operated by City of Sevierville without written permission from the Director of Park and Recreation.

(14) No person shall exhibit, sell or offer for sale, hire, lease or let out any object or merchandise, or anything whatsoever, except under a permit issued by the Department of Parks and Recreation. For advertising, commercial or publicity purposes, no person shall take moving pictures or photographs within the limits of any park, or buy or sell or publish the negatives thereof or the prints therefrom or exhibit such negatives or prints in public, or use pictures or photographs of any park or park structure, or perform any personal service for hire in any park, except under a permit or otherwise than in accordance with the terms of such permit.

(15) Any violation of this Code of Conduct may result in suspension from Recreation Facilities and /or activities. A violation will result in a Written Disciplinary Report. A copy of the Report will be mailed to the parents or guardians of children under the age of eighteen (18) years. Violators who are juveniles may be reported to the appropriate juvenile authorities and subject to prosecution and punishment by same.

(16) The Director of Parks and Recreation and the City of Sevierville will maintain copies of the Written Discipline Report. Any person who commits two or more violations within a twelve (12) month period may be issued a citation by City police to appear in court pursuant to the Sevierville Municipal Code or other applicable law. Citation to court may subject the violator to suspension from use of City Recreational Facilities, permanent loss of the privilege to use City Recreational Facilities, and any other penalties provided by law.

(17) All provisions of the Sevierville Municipal Code must be obeyed, including but not limited to Article 9, Chapter 2 regarding solicitation. Violations of the Municipal Code are subject to the penalties set forth in the Municipal Code and any additional penalties set forth in this Code of Conduct.

(18) Particular City Recreational Facilities may have Codes of Conduct that must also be followed by persons using those facilities, in addition to the rules set forth in this Code of Conduct.

(19) Violations of any of the Codes of Conduct are punishable by a fine of up to fifty dollars (\$50.00) per violation, plus additional penalties as set forth in the Codes of Conduct and in the Sevierville Municipal Code. These penalties are in addition to any other remedies provided in the Sevierville Municipal Code or in State law.



Exhibit C- Weather Policy

CITY OF SEVIERVILLE INCLEMENT WEATHER POLICY

1. **Lightning**: when anyone sees lightning, clear the fields for 30 minutes. If lightning continues, the 30-minute rule continues. Players and coaches must be either in a vehicle or a substantial building if lightning is present. Dugouts, picnic shelters, and open wall buildings are not safe and are not to be used as shelter from lightning.
2. **Other Dangerous Weather**: The City of Sevierville reserves the right to pause or halt (stop) any activity / playing when dangerous weather is present.
3. **Wet Conditions**: the Recreation Supervisor / City Official present prior to or during the game will make the decision of when or if to play due to wet conditions. The Recreation Supervisor / City Official will then inform the league official of the decision.

This policy was created to provide a safe playing environment while maintaining a quality playing facility.



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of purchase of 35,000, C-7, LED Bulbs for Winterfest displays from Christmas Lights, Inc. of Edmond, OK for the total amount of \$16,000.

PRESENTATION: This purchase would be to continue the replacement of LED bulbs for both Pole and Ground Displays for continued bright lights for Winterfest. This is an ongoing cost for maintaining the Winterfest Lights.

REQUESTED ACTION: Approval of bid from Christmas Lights, Inc. of Edmond, OK for the total amount of \$16,000.

CHRISTMAS LIGHTS, INC.

P.O. BOX 5711
 EDMOND, OK 73083-5711
 Phone: 405-348-4759
 Fax:

QUOTATION

Order will be placed with the factory and estimated arrival date will be confirmed after receipt of your signed order confirmation and deposit, or letter of credit.

SOLD TO:
 Mr. Joe Mattern
 CITY OF SEVIERVILLE, TN
 200 GARY WADE BLVD.
 SEVIERVILLE,, TN 37862

SHIPPED TO:

SHIP DATE	YOUR ORDER #	FREIGHT TERMS	PAYMENT TERMS				FOB	
			NET AT SITE					
Quantity	Item #	Description	Inner Pk	Mst Pk	Mst Cu Ft	Total Cu	Price	Amount
35000	12-000	C7 RETRO FIT SMD FACETED REPLACEMENT BULBS - DIMMABLE - BLUE POLYBAG	25	500	0.4	28	\$0.4500	\$15,750.00

Comments:

Total Cartons: 70.00
Total Cube: 28.00
Total Weight: 770.00

Total Order Amount: \$15,750.00

Buyers Signature:



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval to purchase a John Deer Gator from Ag-Pro of Knoxville for \$12,832.84 and a Walk Behind Mower from Kodak Tractor for \$11,500 for a total amount of \$24,332.84.

PRESENTATION: The Parks and Recreation Budget has funds approved for Equipment in Line Item 44410-943. Staff feels the most needed equipment for maintaining fields and landscaping is one (1) John Deer Gator and one (1) Zero-Turn Mower. Staff has received a quote from Ag-Pro which has the State Contract for John Deere Gator and three bids from vendors for the Zero-Turn Mower. The total amount in 44410-943 is \$25,000.

REQUESTED ACTION: Approval to purchase a John Deer Gator from Ag-Pro of Knoxville for \$12,832.84 and Walk Behind Mower from Kodak Tractor for \$11,500 for a total purchase for both pieces of equipment being \$24,332.84.

Bid Tabulation



200 Gary Wade Blvd
Sevierville, TN 37862
(865) 453-5441

Date: 2/6/2024

By: Joe Mattern

		Bid # 1	Bid # 2	Bid # 3	Bid # 4
Bidder		AG-Pro Maryville	AG-Pro Knoxville	Meade Tractor	
Quote by		Andrew Bowlin	Mark Loper	Robert Wilkerson	
Telephone		865-981-3199	865-521-6607	423-787-7701	
Item #	Description	Qty			
	John Deere Gator 6x4 Gas	1	\$15,565.07		
	John Deere Gator 6x4 Gas	1	\$12,832.84		
	John Deere Gator 6x4 Gas	1		\$13,686.75	
Total Bid			\$15,565.07	\$12,832.84	\$13,686.75



JOHN DEERE

Selling Equipment

Quote Id: 30319132

Customer: CITY OF SEVIERVILLE WATER SYSTEM

JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2024)

Hours:

Stock Number:

Code	Description	Qty
561FM	GATOR™TH 6X4 GAS (Model Year 2024)	1

Standard Options - Per Unit

0202	United States	1
0505	Build to Order	1
1015	Turf Tires	1
2016	Non Adjustable Seat	1
3001	Deluxe Cargo Box with Paint and Reflectors	1
3100	Cargo Box Manual Lift	1
4099	Less Front Protection Package	1
4199	Less Rear Protection Package	1
6018	Less Rear Receiver Hitch	1

Dealer Attachments

BM23799	Parts for Adjustable Driver's Seat	1
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Other Charges

	Freight	1
	Setup	1
	Market Development Fee	1



Quote Summary

Prepared For:
Nicole Sutton
CITY OF SEVIERVILLE WATER SYSTEM
Nicole Sutton
200 GARY WADE BLVD
SEVIERVILLE, TN 37862
Home: 865-755-4942
NSUTTON@SEVIERVILLETN.ORG

Prepared By:
Mark Loper
Ag-Pro
6725 Asheville Highway
Knoxville, TN 37924
Phone: 865-521-6607
mloper@agproco.com

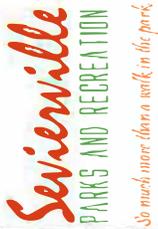
Quote Id: 30319132
Created On: 02 February 2024
Last Modified On: 02 February 2024
Expiration Date: 29 February 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™TH 6X4 GAS (Model Year 2024)	\$ 12,682.85 X	1 =	\$ 12,682.85
Equipment Total			\$ 12,682.85

Quote Summary	
Equipment Total	\$ 12,682.85
Dealer services	\$ 149.99
SubTotal	\$ 12,832.84
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,832.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,832.84

Salesperson : X _____

Accepted By : X _____



Bid Tabulation

200 Gary Wade Blvd
 Sevierville, TN 37862
 (865) 453-5441

Date: 2/6/2024

By: Joe Mattern

		Bid # 1	Bid # 2	Bid # 3	Bid # 4
Bidder		SLE Equipment	American Pride	Kodak Tractor	
Quote by		Bill	Ryan	Joey	
Telephone		615-641-7720	740-454-7224	865-933-9022	
Item #	Description	Qty			
	Ferris ISX 2200 mower - 5902078	1	\$13,999.00		
	Ferris ISX 2200 mower - 5902078	1	\$12,999.00		
	Ferris ISX 2200 mower - 5902078	1		\$11,500.00	
Total Bid			\$15,565.07	\$12,832.84	\$13,686.75

Kodak Tractor & Equipment

321 Douglas Dam Rd

Kodak, TN 37764

PHONE: 865-933-9022 FAX: 865-933-1601

PAGE 1

SOLD TO: CITY OF SEVIERVILLE
 P.O. BOX 5500
 SEVIERVILLE TN 37862

INVOICE NO.: 124077

P.O. NO.:
 START DATE: 2/07/24
 ENDING DATE:

W: 865-705-7060 H: 865-755-4924
 CELL: 865-755-4906

ACCT NO.: COS
 SALESMAN: 3

PRELIMINARY INVOICE-DATE 2/07/24 @ 8:16AM

QUANTITY	PART NUMBERS/DESCRIPTION/BIN LOCATION	PRICE	AMOUNT
1	THIS IS A QUOTE FOR A FERRIS ISX2200 MODEL 5902078. 60 INCH CUT WITH A 28 HP EFI ENGINE. STOCK#: FE334187 MAKE: FER DESC: LAWN/GARDEN TRACTORS SERIAL: 4002334187 SP: 3 WE APPRECIATE YOUR BUSINESS.	11500.00	11500.00

90 DAY WARRANTY ON PARTS AND LABOR
 * 20% NON-REFUNDABLE RESTOCKING FEE
 ON ALL SPECIAL ORDER PARTS.
 * ALL FREIGHT CHARGES ARE
 NON-REFUNDABLE
 * USED EQUIPMENT SOLD AS/IS
 NO OTHER WARRANTIES IMPLIED!

SUBTOTAL	11500.00
TAX	GV
TOTAL AMOUNT-->	11500.00

SIGNATURE _____

* - Designates Tax Applied To This Item

INVOICE NO.: 124077



** CUSTOMER COPY **



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of Agreement between the City of Sevierville and the City of Pigeon Forge for a Joint Youth Baseball Program for 2024

PRESENTATION: Attached is the Agreement between the City of Sevierville and the City of Pigeon Forge for management of a Youth Baseball Program, i.e., Smoky Mtn. Baseball League.

This Agreement is the same as last year except we are now dividing the league into Non-Draft Teams and Draft Teams. Typically, Non-Draft Teams are travel teams and both cities feel it is time to move toward separation for more equal competition and a better experience for each child.

REQUESTED ACTION: Approval of Agreement between Sevierville and Pigeon Forge for a Joint Youth Baseball League--Smoky Mtn. Baseball League



**Agreement for Management of Youth Baseball
Smoky Mountain Youth Baseball League**

This Agreement is made and entered into effective the ____ day of _____, 2024 by and between the City of Pigeon Forge (“Pigeon Forge”) and the City of Sevierville (“Sevierville”) to create the Smoky Mountain Youth Baseball League (“League”).

In consideration of the mutual promise and agreements contained herein, Pigeon Forge and Sevierville agree as follows:

1. Purpose.

- a. Pigeon Forge and Sevierville will each operate and manage a mutually exclusive youth baseball program for their respective municipalities. Throughout the 2024 season, jointly agreed upon games will be played in an interleague format, whereby teams in the League will play one another in their respective age divisions. Both parties shall comply with the terms of this Agreement and shall adhere to the rules and regulations of the Pigeon Forge Parks and Recreation Department and the Sevierville Parks and Recreation Department, and shall comply with all applicable park, city, state and federal laws, rules, and regulations.
- b. Pigeon Forge and Sevierville shall use Wear Farm City Park in Pigeon Forge and Sevierville City Park in Sevierville to play at least one game on each of the respective youth baseball league’s 2024 schedule.
- c. Every coach and umpire in both leagues will be required to have completed and passed a background check.
- d. Pigeon Forge and Sevierville shall collaborate with each other in developing their League.

2. Term.

This Agreement shall be in effect during the 2024 calendar year, beginning on March 18, 2024, and continuing until November 1, 2024. Pigeon Forge and Sevierville reserve the right to schedule other activities at their respective parks, including weekends within the agreed upon time schedule.

3. Pigeon Forge’s Obligations.

- a. Pigeon Forge shall handle all games taking place at Wear Farm City Park. This will include purchasing of necessary equipment, hiring and supervising umpires and background checks for all umpires at Wear Farm City Park. Pigeon Forge Parks and Recreation Department will also be responsible for developing practice and game schedules, keeping standings, league oversight, insurance, and tournament development and management.

- b. Pigeon Forge shall determine if weather conditions (rain, lightning, sleet, snow, wind, or severe storms) have made Wear Farm City Park unusable prior to 3:30 p.m. on scheduled game days and shall make reasonable efforts to notify all teams scheduled to play and post this information on social media. Pigeon Forge's determination of usability will be final.
- c. Pigeon Forge shall provide a staff member to be present during any games at Wear Farm City Park.
- d. Pigeon Forge shall be responsible for all concession operations and sales at Wear Farm City Park.
- e. Pigeon Forge shall comply with Tennessee Code Annotated Section 68-55-503 relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has concussion information available online at <http://health.state.tn.us/TBI/concussion.htm>. Pigeon Forge shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of concussion and head injury, including continuing to play after concussion or head injury.
- f. Pigeon Forge shall comply with Tennessee Code Annotated Section 68-54-101 et seq., the Sudden Cardiac Arrest Prevention Act, relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has sudden cardiac arrest information available online at: <http://www.tn.gov/health/topic/sudden-cardiac-arrest-prevention-act>. Pigeon Forge shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest, including continuing to play after suffering from sudden cardiac arrest.

4. Sevierville Obligations.

- a. Sevierville shall handle all the operational aspects of all games taking place at Sevierville City Park. This will include purchasing of necessary equipment, hiring and supervising umpires and background checks for all umpires and coaches involved in Sevierville. Sevierville shall also be responsible for developing practice and game schedules, keeping standings, league oversight, insurance, and tournament development and management.
- b. Sevierville shall determine no later than 3:30pm if weather conditions (rain, lightning, sleet, snow, wind, or severe storms) have made Sevierville City Park unusable on scheduled game days and shall make reasonable efforts to notify all teams scheduled to play and post this information on social media. Sevierville's determination of usability will be final.
- c. Sevierville shall provide a staff member to be present during all games at Sevierville City Park.
- d. The city of Sevierville shall be responsible for all concession operations and sales at Sevierville City Park.

- e. Sevierville shall comply with Tennessee Code Annotated Section 68-55-503 relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has concussion information available online at <http://health.state.tn.us/TBI/concussion.htm>. SMYB/Sevierville shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk and symptoms of concussion and head injury, including continuing to play after concussion or head injury.
- f. Sevierville shall comply with Tennessee Code Annotated Section 68-54-101 et seq., the Sudden Cardiac Arrest Prevention Act, relative to youth sport-related injuries during community-based youth athletic activities. The Tennessee Department of Health has sudden cardiac arrest information available online at: <http://www.tn.gov/health/topic/sudden-cardiac-arrest-prevention-act>. Sevierville shall adopt the guidelines and other pertinent information and forms as developed by the Tennessee Department of Health to inform and educate the director of the youth athletic activity, coaches, youth athletes and their parents or guardians of the nature, risk, and symptoms of sudden cardiac arrest, including continuing to play after suffering from sudden cardiac arrest.

5. Mutual Representations.

- a. Pigeon Forge and Sevierville covenant to one another that they shall not discriminate against any person on any unlawful basis, including but not limited to sex, race, religion, national origin, or disability and that their programs and services shall comply with the Americans with Disability Act.
- b. Pigeon Forge and Sevierville shall maintain a liability insurance policy with a minimum limit of \$1,000,000 per occurrence during the term of this Agreement. The Sevierville insurance policy shall list the City of Pigeon Forge as an additional insured. The Pigeon Forge insurance policy shall list the City of Sevierville as an additional insured. Certificates of insurance to this effect must be presented to Pigeon Forge and SMYB/Sevierville at the time of signing this Agreement.
- c. Pigeon Forge and Sevierville will work together with advertisement, registration, League rules, creating teams, and scheduling for the League. Any expenses for these will be split even between Pigeon Forge and Sevierville.
- d. Once registration is complete, Pigeon Forge and Sevierville administration will work together to make a League schedule and determine the scheduling and payment of umpires.

6. Signage.

No signs or advertisements shall be posted, displayed, or listed by Sevierville at Wear Farm City Park without the prior approval of Pigeon Forge. No signs or advertisements shall be posted, displayed, or listed by Pigeon Forge at Sevierville City Park without the prior approval of Sevierville. All signs must conform to each City's sign ordinance. Any signage must be removed at the request of Pigeon Forge or Sevierville.

7. Indemnification.

To the extent permitted by Tennessee law and no further or otherwise, Sevierville shall indemnify and hold harmless Pigeon Forge, its officers, agents, and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Sevierville, its officers, employees, and/or agents, including their sub or independent contractors, in connection with the performance of this Agreement.
- b. Any claims, damages, costs, and attorney fees arising from any failure of Sevierville, its officers, employees, and/or agents, including their sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

To the extent permitted by Tennessee law, and no further or otherwise Pigeon Forge shall indemnify and hold harmless Sevierville, its officers, agents, and employees from:

- g. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Pigeon Forge, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of this Agreement.
- d. Any claims, damages, costs, and attorney fees arising from any failure of Pigeon Forge, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable law, including, but not limited to, labor laws and minimum wage laws.

8. Termination.

This Agreement may not be assigned or transferred. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement immediately, upon written notice to the other party. Otherwise, either party may terminate this Agreement immediately upon written notice to the other party, but not before July 1, 2023.

9. Amendment.

This Agreement constitutes the entire agreement between the City of Pigeon Forge and the City of Sevierville on the subject matter described herein. This Agreement may be modified only by a written amendment executed by all parties.

In witness whereof, the City of Pigeon Forge and the City of Sevierville have executed this Agreement through their authorized representatives, effective on the date first written above.

CITY OF PIGEON FORGE

CITY OF SEVIERVILLE

By: _____

By: _____

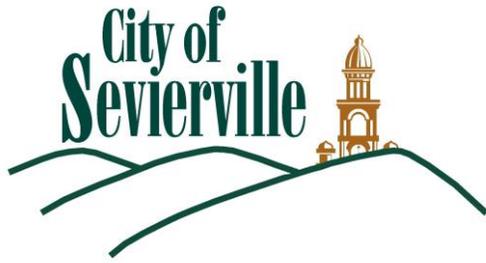
Date: _____

Date: _____

APPROVED AS TO FORM:

Pigeon Forge City Attorney

Date: _____



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval to purchase six (6) in-car video cameras for new police pursuit vehicles in the amount of \$13,308.

PRESENTATION: The Sevierville Police Department is requesting to purchase six (6) in-car video cameras to outfit new police pursuit vehicles from Digital Ally. Due to their patented Vu-Link Technology, this is a sole source vendor. This allows the in-car cameras and body worn cameras to integrate. This is a budgeted item.

REQUESTED ACTION: Approval to purchase six (6) in-car cameras.



Quote	QUO-03711-J9N4M6
Date	2/13/2024
Page	1

14001 Marshall Drive
 Lenexa, KS 66215
 1-800-440-4947 www.digitalallyinc.com

Customer:

Sevierville Police Department Accounts Payable P.O. Box 5500 Sevierville, TN 37862

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
SEVTN2	KM1-RC1	FEDERAL EXPRESS	Subscription	Robert Cantley	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
6	K001-15000-EVOULTD	EVO-No Mic SUB Plan Ultd 5yr	\$2148.00	\$0.00	\$0.00	\$12,888.00
6	012-00042-00	Activation Fee	\$30.00	\$0.00	\$0.00	\$180.00

Notes:

Qty 6 EVO-HD W/O MIC 5 year / 366 Unlimited Retention

All systems under warranty while in subscription

Year 1 \$13,308.00
 Year 2 \$12,888.00
 Year 3 \$12,888.00
 Year 4 \$12,888.00
 Year 5 \$12,888.00

TOTAL \$64,860.00

Total Discount	\$0.00
Subtotal	\$13,068.00
Misc	
Tax	\$0.00
Freight	\$240.00
Total	\$13,308.00

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



Quote	QUO-03711-J9N4M6
Date	2/13/2024
Page	2

Subscription (3, 5 or 8 Year) Plan Includes:

- **Advance Exchange Equipment Program on All Hardware (Batteries Included) With Subscription**
- All Inclusive Plans – No Hidden Costs
- Warranty for Life of Subscription
- Support for Life of Products

EVO In-Car Features & Options:

- **Built-In Patented VuLink Auto-Activation**
- Tablet Interface Sold Separately (EVO Only)
- Near Real-Time Mapping & Geofencing
- Dispatch Activation
- Remote Firmware Updates & Diagnostics

Complete Evidence Management Solution (EVO Web):

- **Access to Share/Prosecution Portal & Redaction Software**
- Event Tagging, Notations, Playback Review, & Reporting
- Security Groups & Granular Permission Controls
- Case Management & GPS Mapping
- Multi-Angle Playback

Body Camera Features & Options:

- **S.O.S – Officer Down with Remote Activation (FVPRO Only)**
- Built-In Patented VuLink Auto-Activation. Vulink Hardware Sold Separately
- Near Real-Time Mapping & Geofencing
- Docking Stations: 8 & 24-Bay Docking Station with Interactive Touchscreen
- Unlimited Body Camera Messaging Alert Notifications (FVPRO ONLY)

InterVu Room Features:

- **Advance Exchange Equipment Program on All Hardware with Subscription**
- Full EVO Web Functionality
- 90-Day Warranty on Installation Services
- All Cloud Licenses on Unlimited Retention/Storage Plan

Deployment & Activation Includes:

- Dedicated Project Manager
- Product Setup & Configuration
- Remote Deployment
- System Administrator & Officer Training Session
- Best Practices & Implementation Planning Session

Optional Products & Services:

- Turnkey Services: Includes Remote or Onsite Training and Activation
- Additional Storage Purchased in Blocks of 100GB.
- Accessories Sold Separately
- Vulink Auto-Activation. Hardware Only.

If applicable, taxes and freight are due upon signing.
3% Additional Fee to be Charged Upon Purchasing with Credit Card
Contact Your Local Representative for Additional Information and Pricing



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of SGEA Agreement with ESRI in the amount of \$87,900

PRESENTATION: This is a Small Municipal and County Government Enterprise Agreement (SGEA) software renewal for the City's Geographic Information Systems software with ESRI. This is a three-year agreement with \$29,300 due annually.

REQUESTED ACTION: Approval of the SGEA in the amount of \$87,900

January 12, 2024

Mr. Dustin Smith
City of Sevierville
120 Gary Wade Blvd
Sevierville, TN 37862-3844

Dear Dustin,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White



Quotation # Q-507186

Date: January 12, 2024

Customer # 3919 Contract #

City of Sevierville
 Development Dept
 120 Gary Wade Blvd
 Sevierville, TN 37862-3844

ATTENTION: Dustin Smith
 PHONE: (423) 833-3606
 EMAIL: dsmith@seviervilletn.org

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/20/2023 To: 4/17/2024

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 2	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				
168177	1	Year 3	\$29,300.00	\$29,300.00
Populations of 0 to 25,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$87,900.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$87,900.00

Upon acceptance of the offer, City of Sevierville agrees to commit to the three-year term. Esri will invoice City of Sevierville for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jessie White	Email: jwhite@esri.com	Phone: (909) 793-2853 x7945
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
50 ArcGIS Online Viewers
50 ArcGIS Online Creators
10,000 ArcGIS Online Service Credits
50 ArcGIS Enterprise Creators
2 ArcGIS Insights in ArcGIS Enterprise
2 ArcGIS Insights in ArcGIS Online
5 ArcGIS Location Sharing User Type Extension (Enterprise)
5 ArcGIS Location Sharing User Type Extension (Online)
6 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of Agreement with Flock Group, Inc. in the amount of \$27,900

PRESENTATION: This is a two-year agreement with Flock Group, Inc. for the installation and services on four additional license plate reader cameras. The initial year total, including installation, is \$15,900 and the following years total is an annual recurring total of \$12,000.

REQUESTED ACTION: Approval of the SGEA in the amount of \$27,900

**Flock Safety + TN - City of Sevierville
PD**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Alex Guth
alex.guth@flocksafety.com
6154175399



ORDER FORM

This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”)

Customer:	TN - City of Sevierville PD	Initial Term:	24 Months
Legal Entity Name:	TN - City of Sevierville PD	Renewal Term:	24 Months
Accounts Payable Email:	scrawford@seviervilletn.org	Payment Terms:	Net 30
Address:	120 Gary R Wade Blvd Sevierville, Tennessee 37862	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	4	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	3	\$3,750.00
		Subtotal Year 1:	\$15,900.00
		Annual Recurring Subtotal:	
		Estimated Tax:	\$0.00
		Contract Total:	\$27,900.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$15,900.00
Annual Recurring after Year 1	
Contract Total	\$27,900.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description**Package:** Community

FlockOS Features	Description
------------------	-------------

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TN - City of Sevierville PD

By: _____

Mark Smith

Name: _____

Title: _____

Date: _____

By: _____

Dustin Smith

Name: _____

Title: _____

Date: _____

PO Number: _____

Customer Implementation Guide

Law Enforcement



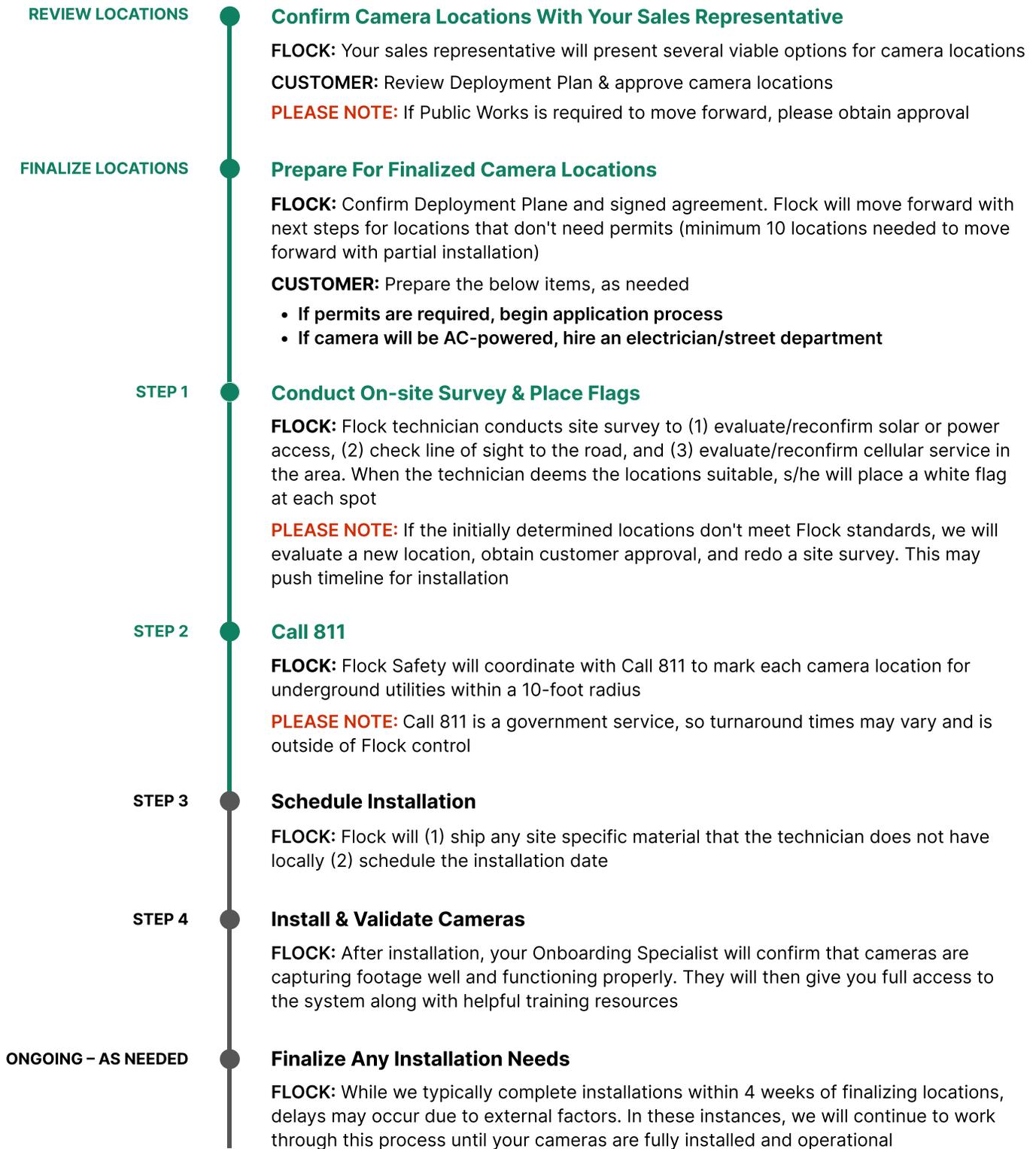
flock safety

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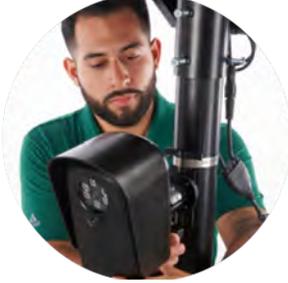
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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="220 688 492 726">Project Manager</p>	<p data-bbox="610 380 1349 464">Your Project Manager is your primary contact during camera installation.</p> <p data-bbox="610 499 1414 821">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="220 1318 492 1402">Field Operations Team</p>	<ul data-bbox="626 1010 1422 1808" style="list-style-type: none"> • The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How They Will Support You
 <p data-bbox="201 674 513 758">Customer Success Manager</p>	<p data-bbox="610 373 1403 457">Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p data-bbox="610 495 1403 625">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="610 663 1403 793">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="630 814 1416 1180" style="list-style-type: none">• Set up Account Training• Understand benefits of features• Learning best practices for getting relevant data• Identifying opportunities to expand the security network in your area• Provide feedback on your partnership with Flock
 <p data-bbox="253 1644 459 1728">Flock Safety Support</p>	<p data-bbox="610 1339 1416 1566">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p data-bbox="610 1579 961 1617">Support can help you:</p> <ul data-bbox="630 1638 1416 1911" style="list-style-type: none">• Request camera maintenance• Troubleshoot online platform• Contract / Billing questions• Update account information• Camera Sharing questions• Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras



- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



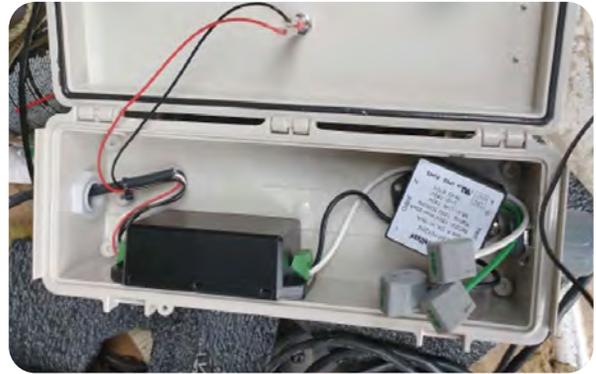
6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

Electrician Handout

Electrician Installation Steps

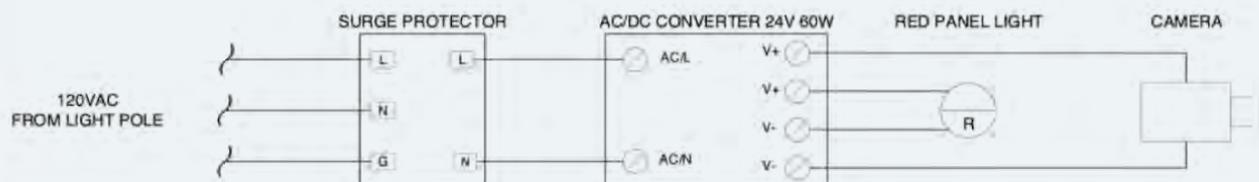
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review Fees Sheet For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

***Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.



Board Memorandum

DATE: March 4, 2024

AGENDA ITEM: Consider approval of RecDesk subscription renewal in the amount of \$12,500

PRESENTATION: This is a software renewal for RecDesk software.
This the yearly maintenance for our Parks & Recreation software.

REQUESTED ACTION: Approval of RecDesk renewal in the amount of
\$12,500

INVOICE

Sevierville, TN

Invoice Date
Feb 13, 2024

Invoice Number
INV-14549

RecDesk LLC
300 Plaza Middlesex
MIDDLETOWN, CT 06457
USA
Email:
mike.morris@recdesk.com

Description	Quantity	Unit Price	Amount USD
RecDesk Subscription 03/06/2024 - 03/05/2025	1.00	12,500.00	12,500.00
		Subtotal	12,500.00
		TOTAL USD	12,500.00

Due Date: Mar 14, 2024

** Customer is responsible for applicable State/Local Sales & Use Taxes



[View and pay online now](#)

PAYMENT ADVICE

To: RecDesk LLC
300 Plaza Middlesex
MIDDLETOWN, CT 06457
USA
Email: mike.morris@recdesk.com

Customer Sevierville, TN
Invoice Number INV-14549
Amount Due **12,500.00**
Due Date Mar 14, 2024

Amount Enclosed

Enter the amount you are paying above

City of Sevierville
P.O. Box 5500 Sevierville, TN 37864-5500
(865) 453-5504



BID TABULATION FORM

PO #: _____
Date: 2-28-2024 By: D.Curd

<u>Public Works</u>		Bidder Name		Bidder Name		Bidder Name		
		Vendor	Strictly Storage	Grainger	ULINE			
		Telephone	865-291-0783	847-753-5424	800-295-5510			
		Quote By	John Switow	Jeff Hanks	Website			
Item #	Description	Quantity	Unit \$	Total Price	Unit \$	Total Price	Unit \$	Total Price
	Lockers			\$ 17,176.11		\$ 21,017.45		\$ 22,116.00
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
Total Bid			\$	17,176.11	\$	21,017.45	\$	22,116.00
F.O.B.			Plus Freight		Plus Freight		Plus Freight	
Delivery Time								



February 27, 2024

Quote #:021623-6A

industrial & commercial storage specialists

Mr. David Curd
City of Sevierville
310 Robert Henderson Rd.
Sevierville, TN 37862

Dear David,
It is my pleasure to offer this quotation for the Men's Room lockers you requested for Sevierville's Community Center. We quote as follows

- Public Works Lockers.
Penco Guardian.
82 - Frames (12 x 15 x 72" High).
- Each locker is 12 x 15 x 72".
- 16 Ga End Panels.
- Slope Hoods.
- 6" Leg with Closed Base.
82 - Number Plates (1-82).

Total Locker Investment \$ 17176.11.

Installation - Should you require it
(Bank and Wall Anchor, Install Slope Hoods and Bases) \$ 2442.00.

David thank you for this opportunity. I look forward to working with you on this and future requirements.

Terms: Net 30.
FOB: North Carolina (Freight rate upon request).
Delivery: 8-10 Weeks at present.
Color: To be determined.
Tax: Will not be added as this is a Government Organization.

Respectfully Submitted,

John Switow
John Switow

6512 Baum Drive, Suite 3, Knoxville Tennessee 37919
Phone: 865-291-0783, Fax: 865-602-3553
Email: john@strictlystorage.com, Web address: www.strictlystorage.com





Customer Quotation

To:

CITY OF SEVIERVILLE
 120 GARY WADE BLVD
 SEVIERVILLE TN 37862-3844

Information

Date 02/21/2024
 Customer Account Number 879287720
 Grainger Quote Number 49039395
 Customer Job Number
 Contract Number
 Grainger Representative Open
 Phone Number
 Fax Number
 Email
 Grainger Tax ID 36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
392P65	Number Plate,Blk LYON NF5829 Country of Origin: USA		76	0.99	75.24	02/21/2024	06/30/2024
55XX70	Lckr,1x1Lckr,Mrn BI,78"x12"x15",Assm LYON X6C5032SU Country of Origin: USA		76	211.60*	16,081.60	---	---
Total \$					16,156.84		

2 slope top kits, end/corner panels
*Total**

4,860.61

21,017.45

*Price quoted is either your earned price or contract price. This price may be subject to change without notice.

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!
 Visit us at grainger.com



Customer Quotation.

Ship To: CITY OF SEVIERVILLE 310 ROBERT HENDERSON RD SEVIERVILLE, TN 37862-1863 US Shipper Account:	Information Grainger Quote Number 2056960398 Print Date 02/20/2024 Customer Account 879287720 Department Number Contact Name DAVID CURD Contact Phone 8658680939 Contact Fax 8654535518 Contact Email dcurd@seviervilletn.org Customer PO Customer Job Name
---	--

eQuote Information:
 Quote 2056960398 has been delivered to Grainger websites and David Curd has been notified via email that the quote is available for on-line purchasing.

Comments: One or more items may be non-cancelable /non-returnable. Please see item notes below.

Line	Description	MFG Part No	Lead Time Bus.days	Qty.	Unit	Quote Price	Extended Price
10	-- NO QUOTE -- SEE ITEM NOTES FOR DETAILS --NUMBER PLATE FOR ALL LOCKERS AND BASKETS Mfr Brand Name LYON Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: Taxable: NO Notes: This line has been canceled due to being available on Grainger.com. Please refer to part number: 392P65.	NF5829		77	EA	0.00	0.00
20	SLOPE TOP KIT, 12W X 15D Mfr Brand Name LYON Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 03/20/2024 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.	XX5831	45	24	EA	66.88	1,605.12

Thank You!

WW GRAINGER INC
 827 FISHER DR
 WATERLOO IA 50701-9371



Customer Quotation.

Information

Grainger Quote Number	2056960398
Print Date	02/20/2024
Customer Account	879287720
Page	2 / 6

30	XX58311	45	6	EA	46.68	280.08
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SLOPE TOP KIT, 12W X 15D

Mfr Brand Name LYON

Customer Part No.:

Carrier: 22327 - FDX GROUND

Cost expiration date: 03/20/2024

Taxable: NO

Notes: Product is Non-Cancelable/Non-Returnable.

40	XXLECPSS78P 15-1	45	8	EA	134.46	1,075.68
----	---------------------	----	---	----	--------	----------

END COVER PANELS - SINGLE ROW - SLOPE
TO

Mfr Brand Name LYON

Customer Part No.:

Carrier: 22327 - FDX GROUND

Cost expiration date: 03/20/2024

Taxable: NO

Notes: Product is Non-Cancelable/Non-Returnable.

50	XX5911S	45	5	EA	112.32	561.60
----	---------	----	---	----	--------	--------

FRONT EXPANSION FILLER-LOCKER WITH 6
LE

Mfr Brand Name LYON

Thank You!

WW GRAINGER INC
827 FISHER DR
WATERLOO IA 50701-9371

800-Grainger
www.grainger.com

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Customer Quotation.

Information	
Grainger Quote Number	2056960398
Print Date	02/20/2024
Customer Account	879287720
Page	3 / 6

Customer Part No.:							
Carrier: 22327 - FDX GROUND							
Cost expiration date: 03/20/2024							
Taxable: NO							
Notes: Product is Non-Cancelable/Non-Returnable.							
60		XX5904	45	2	EA	64.67	129.34
CORNER FILLER INSIDE - SLOPE TOP LOCKE							
Mfr Brand Name LYON							
Customer Part No.:							
Carrier: 22327 - FDX GROUND							
Cost expiration date: 03/20/2024							
Taxable: NO							
Notes: Product is Non-Cancelable/Non-Returnable.							
70		XXLOSTCF15 H15-1	45	1	EA	70.21	70.21
16GA OUTSIDE SLOPE TOP CORNER FILLER							
15							
Mfr Brand Name LYON							
Customer Part No.:							
Carrier: 22327 - FDX GROUND							
Cost expiration date: 03/20/2024							
Taxable: NO							
Notes: Product is Non-Cancelable/Non-Returnable.							

Thank You!

WW GRAINGER INC
827 FISHER DR
WATERLOO IA 50701-9371

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Customer Quotation.

Information

Grainger Quote Number	2056960398
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80	XXLECP5F78P 45 15-1	1	EA	126.86	126.86
<p>END COVER PANELS - SINGLE ROW - FLAT TOP</p> <p>Mfr Brand Name LYON</p> <p>Customer Part No.:</p> <p>Carrier: 22327 - FDX GROUND</p> <p>Cost expiration date: 03/20/2024</p> <p>Taxable: NO</p> <p>Notes: Product is Non-Cancelable/Non-Returnable.</p>					
90	XX5804 45	8	EA	24.08	192.64
<p>CLOSED END LOCKER BASE, 15D X 6H</p> <p>Mfr Brand Name LYON</p> <p>Customer Part No.:</p> <p>Carrier: 22327 - FDX GROUND</p> <p>Cost expiration date: 03/20/2024</p> <p>Taxable: NO</p> <p>Notes: Product is Non-Cancelable/Non-Returnable.</p>					
100	XX5800-3 45	25	EA	25.67	641.75
<p>CLOSED FRONT LOCKER BASE, 12W X 6H</p>					

Thank You!

WW GRAINGER INC
827 FISHER DR
WATERLOO IA 50701-9371

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Customer Quotation.

Information	
Grainger Quote Number	2056960398
Print Date	02/20/2024
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<p>Mfr Brand Name LYON Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 03/20/2024 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.</p>							
110	XX5800-1	45	2	EA	14.54	29.08	
<p>CLOSED FRONT LOCKER BASE, 12W X 6H Mfr Brand Name LYON Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 03/20/2024 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.</p>							
120	XX5920	45	5	EA	29.65	148.25	
<p>TOP CLOSURE - SLOPE TOP LKR - 12W X 15 Mfr Brand Name LYON Customer Part No.: Carrier: 22327 - FDX GROUND Cost expiration date: 03/20/2024 Taxable: NO Notes: Product is Non-Cancelable/Non-Returnable.</p>							

Thank You!
WW GRAINGER INC
827 FISHER DR
WATERLOO IA 50701-9371

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www.grainger.com



Customer Quotation.

Information	
Grainger Quote Number	2056960398
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Total Sell Price in USD

4,860.61

This is not an invoice. Changes to product or quantities may result in different pricing. Availability and lead times are subject to change and can be confirmed at order placement. Additional lead time may apply for AK and HI. Unless otherwise stated, these items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with U. S. export control. Contact Sales Rep. or Grainger branch listed below for questions, order placement or to submit a new request. RETURN POLICY: Sourced Product is subject to the manufacturer's return policy and may not be returnable. Please contact Grainger at Customer Care at 1-800-GRAINGER (472-4643) to verify whether your Sourced Product item(s) can be returned. A restocking fee and other charges may apply. Returned Sourced Product must be in new/unused and in original packaging. Customer is responsible for return shipping costs for Sourced Products. No cancellations, refunds or credits are allowed for items marked in Sourced Product quotations or invoices as "Non-Cancellable" or "Non-Returnable".

Thank You!

WW GRAINGER INC
827 FISHER DR
WATERLOO IA 50701-9371

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www.grainger.com

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[Continue Shopping](#)

Shopping Cart

[Empty Cart](#) | [Forward](#)

Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-1227AT	Uline Industrial Lockers - Single Tier, 3 Wide, Assembled, 36" Wide, 18" Deep, Tan	25	\$720.00/EA	\$18,000.00	
H-1226AT	Uline Industrial Lockers - Single Tier, 1 Wide, Assembled, 12" Wide, 18" Deep, Tan	1	\$322.00/EA	\$322.00	
H-3644T	Industrial Locker Sloping Top - 1 Wide, 12 x 18", Tan	76	\$37.00/EA	\$2,812.00	
H-2924T	Industrial Locker Base Plate - End, 18" Deep, Tan	12	\$12.50/EA	\$150.00	
H-2923T	Industrial Locker Base Plate - Front, 12" Wide, Tan	76	\$9.50/EA	\$722.00	
H-1225-61	Industrial Locker Number Plates #61-80	1	\$27.50/ST	\$27.50	
H-1225-41	Industrial Locker Number Plates #41-60	1	\$27.50/ST	\$27.50	
H-1225-21	Industrial Locker Number Plates #21-40	1	\$27.50/ST	\$27.50	
H-1225-1	Industrial Locker Number Plates #1-20	1	\$27.50/ST	\$27.50	

SUBTOTAL = \$22,116.00

[Update](#)

[Checkout](#)

Shipping | Sale Code:

[Add](#) | [Questions?](#)

\$300+ orders are eligible for a free item.

**BID FORM FOR
Salt Storage Bin and Roof**

Company: Reed Construction + Metal Structures
 Contact Name: Houston Hodges
 Email Address: Houston@reedmetal.com
 Address: 1451 Chapman Hwy Sevierville TN 37876
 Phone: 865-654-1312 Fax: 865-908-6794
 Federal Tax Identification Number: 87-3808159
 Business License # 1000253741 City: Sevierville

Description	Total
Concrete Work and Site Prep	Original price \$521,400 \$ _____
Metal Roof System (Installed)	1) Engineered wall to be \$14" thick + straight walls 2) Delete 50 mil coatings 3) City to purchase concrete
Total	\$ _____

It is further understood and agreed by the undersigned in submitting this proposal that the Owner reserves the following rights and privileges:

- To accept or reject any or all bids, and/or waive any of the informalities in the bidding.
- To reject all items of equipment and materials which do not conform to or exceed these specifications, without altering bid price of this proposal.
- To re-bid anytime during the term of the contract.

Note: Bidders shall not add any conditions or qualifying statements to this bid, except as provided herein, as otherwise the bid may be declared irregular as not being responsive to the Advertisement for Bids.

If you have questions regarding the specifications contained in this bid package, please contact:

Lucas Munasque
 310 Robert Henderson Rd., P.O. Box 5500
 Sevierville, TN 37864
 Phone: 865-868-1989 Fax: 865-453-5518
lmunasque@seviervilletn.org

Updated Proposal:

\$ 387,000

Bid Submitted by:

Houston Hodges
 Authorized Signature

 Partner
 Title

Houston Hodges
 Name (Printed)

 2/14/24
 Date



Bryan Chamberlain
 (865) 250-9141 | bchamberlain@stowerscat.com

Stowers Machinery Corporation
 10644 Lexington Dr, Knoxville, TN 37932
 www.stowerscat.com

Date	Proposal ID
02/16/2024	#00019408

Prepared For	
City Of Sevierville	Hal Watson
Po Box 5500	(186) 542-9456
Sevierville, TN 37864	hwatson@seviervilletn.org

Machine Configuration

COLD PLANER, PC310
 1000mm (39") drum width, 78 all-purpose conical bits
 1860mm (73") overall width, Self-Levelling, replaceable side skids
 Max Pro Pressure Gauge (for identifying optimal performance)
 Drum center and drum front indication gauges on both sides
 Electro-Hydraulic: Independent left/right depth control, Side shift, Tilt, Float-Tilt Switch to switch between float or tilt control
 INCLUDES: 1 piston direct drive motor, 130mm (5.1") max depth of cut, hydraulic lines with 1/2" quick disconnects, case drain line, 14-pin electrical harness, mounting brackets, and hardware
 Optimal Flow / Pressure: 125 l/min (33 gpm) / 280 bar (4000 psi)

Description	List Price	Disc %	Disc \$	Amount
COLD PLANER, PC310	\$36,694.00	10.00%	-\$3,669.40	\$33,024.60
PREDELIVER	-	-	-	\$300.00
			Total:	\$33,324.60
				Plus applicable taxes & fees*

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 CHATTANOOGA 423.698.6943 CROSSVILLE 931.456.6543 SEVIERVILLE 865.595.3750 TRI-CITIES 423.323.0400





Bryan Chamberlain
 (865) 250-9141 | bchamberlain@stowerscat.com

Stowers Machinery Corporation
 10644 Lexington Dr, Knoxville, TN 37932
 www.stowerscat.com

Date	Proposal ID
02/21/2024	#00019484

Prepared For
City Of Sevierville Po Box 5500 Sevierville, TN 37864

Machine Configuration

CAT MB250 CONCRETE MIXING BUCKET

Overall width 1605mm (63"), 0.25 m3 (0.33yd3) Capacity INCLUDES: Hydraulic lines with 1/2" quick disconnects, 14 pin electrical harness, Rigid Chute and Flexible Chute REQUIRES: Standard Flow Hydraulics REQUIRES: Work Tool Harness and 4 button left hand joystick on machine & 14-pin electrical harness

Description	List Price	Disc %	Disc \$	Amount
MB250 CONCRETE MIXING BUCKET	\$8,931.00	10.00%	-\$893.10	\$8,037.90
			Total:	\$8,037.90
				Plus applicable taxes & fees*

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 CHATTANOOGA 423.698.6943 CROSSVILLE 931.456.6543 SEVIERVILLE 865.595.3750 TRI-CITIES 423.323.0400



**AMENDMENT NO: 2
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 1 is made and entered into this 13th day of February, 2024 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Sevierville ("OWNER") dated 1/25/22, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Veterans Boulevard Extension - Final Design, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Geotech drilling & engineering to be performed by S&ME as subconsultant - per the attached scope of work.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

N/A

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Time period as outlined in the attached scope of work.

4. The payment for services rendered by ENGINEER shall be as set forth below:

Hourly services for geotech drilling, engineering, & clearing per the following: (see attached S&ME and Blalock proposals)

S&ME drilling & engineering: upper limit = \$732,792

Blalock clearing & erosion control for geotech drilling: upper limit = \$150,000

Total this amendment: upper limit = \$882,792

Overall contract amount is revised from \$1,218,920 to \$2,101,712

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.


ENGINEER

DATE: 02/23/2024

OWNER

DATE:



August 25, 2023

CDM Smith
1100 Marion Street, Suite 300
Knoxville, TN 37921

Attention: Mr. Jeff Mize, P.E.
Vice President

Reference: **Change Order No. 1 for Geotechnical Services
Veterans Boulevard Extension
Sevierville, Tennessee**
S&ME Project No. 22430217

Dear Mr. Mize:

S&ME, Inc. (S&ME) is pleased to have the opportunity to submit this change order for the referenced project. This proposal outlines our understanding of the project, the planned scope of services and schedule for performing the work. Our fee is presented on the attached S&ME Opinion of Probable Cost - Change Order No.1, dated August 25, 2023. We understand our services will be provided under the existing contract between S&ME and CDM Smith (CDM) dated August 4, 2022.

◆ Project Information

Project information was provided to us by Mr. Jeff Mize, PE and Ms. Allyson Boyd, PE, PMP of CDM Smith (CDM) in the form of the following documents:

- *sme_xsection.pdf*, dated 2022
- *Veterans.kmz*, no date
- *Veterans_Align_SlopeLims.kmz*, no date
- *BR-02-01 Preliminary Layout.pdf*, dated July 2022
- *BR-03-01-Prelim-Layout & Elev.pdf*, dated July 2022
- *Veterans-ROW Plans_02-06-2023.pdf*, dated February 6, 2023

We have also discussed the project with Mr. Jeff Mize, PE of CDM on several occasions, have visited the project site to evaluate existing site conditions, have reviewed our previously obtained information, and have reviewed the mapped geology underlying the alignment.

The project began as early as 2005 and was placed on hold in 2009. The Veterans Boulevard Extension (Extension) is divided into the three smaller sections referred to as the South Bridge Section (Station 99+99.19 to Station 121+91.22), Central Corridor Section (Station 121+91.22 to Station 250+00), and the Kellum Creek Section (Station 250+00 to Station 355+69.22). The South Bridge Section Geotechnical Report is complete. The Central Corridor Section was drilled, laboratory testing was complete, and a draft geotechnical report was submitted. Before the project was placed on hold, 59 borings were performed in the Kellum Creek Section.



The project will consist of new construction for the Central Corridor and Kellum Creek Sections. The Central Corridor consists of rolling terrain including one bridge crossing the existing Allensville Road. The Kellum Creek section gains elevation from Kellum Creek and further to the west. The Kellum Creek Section consists of ridge top construction with cuts greater than 100 feet and fills of up to 85 feet. One bridge is proposed to cross Kellum Creek Road and connects the Central Corridor to the Kellum Creek Section.

The proposed improvements will include two 12-foot-wide lanes and 12-foot shoulders (10-foot paved) on both sides of the roadway and a 20-foot median.

Bridges - The project includes the construction of the two dual bridges listed below.

- BR-02-01 near Veterans Blvd. Station 213+40
- BR-03-01 near Veterans Blvd. Station 255+00

Project Geology – The project site lies within the Appalachian Valley and Ridge Physiographic Province of East Tennessee. This Province is characterized by elongated, northeasterly-trending ridges formed on highly resistant sandstone and shale. Between ridges, broad valleys and rolling hills are formed primarily on less resistant limestone, dolomite, and shale.

Published geologic information indicates the site is underlain by bedrock of the Sevier Shale formation. This formation generally consists of dark gray to black calcareous shale with minor amounts of limestone. The Sevier Shale formation typically weathers to produce a thin, silty residual soil.

The boundary between soil and rock is not sharply defined in this geologic setting and there often is a transitional zone, termed *weathered rock* overlying competent bedrock. Weathering is facilitated by fractures, joints, and the presence of less resistant rock types. Consequently, the profile of the weathered rock and hard rock is quite irregular and erratic, even over short horizontal distances. Also, it is not unusual to find lenses and boulders of hard rock and/or zones of weathered rock within the soil mantle well above the general bedrock level.

Some portions of the Sevier Shale formation have been documented to be expansive and having the potential to contain acid producing rock. The expansion occurs during the weathering of the parent bedrock. During the weathering process pyrite is broken down in the presence of water and oxygen. One of the end products of the weathering process is gypsum, which has a greater volume than the original bedrock volume. The result of the weathering process is expansion of the rock mass and heave of the rock surface. This expansion can cause serious distress in buildings or structures bearing in this material. Once the weathering process is complete, there is little risk of expansion. The highest risk is realized when structures bear on unweathered shale or on fill composed of excavated shale. Therefore, structures bearing on weathered shale or residual soil from the shale generally have a lower risk of problems due to expansive shales. We consider that the proposed site development will have a low risk of problems due to expansive shale. In addition, acid producing rock (APR,) if present, can contaminate streams and impact flora and fauna by runoff over exposed in-situ APR and/or use of APR as fill material without being encapsulated.



◆ Scope of Services

Task 1 – Preliminary Geotechnical Slope Recommendations

Initially, S&ME recommends a desk review of the TN statewide GIS Lidar in the fill sections to identify any potential landslide or debris flow deposits. If these areas are suspected or located, contingency drilling footage to determine depth of these geologic features will be added to the drilling program outlined in Task 6 for potential embankment stability measures and recommendations. Additional evaluation of predominate bedrock bedding planes will provide information about needs for angled drilling in the large cut areas and/or potential downhole camera for actual orientation of the bedding. This will be performed during the desk top review and by observing exposed rock outcrops in the field close to or along the alignment. Preliminary recommendations will be provided for steepened rock slope (1:1 or steeper) and preliminary recommendations for pre-split or controlled blasting for rock removal/cuts.

We will provide preliminary recommendations that compare a rough cost-benefit analysis of steepened slopes that may require specialty geotechnical techniques and reinforcement such as non-incidentally scaling, mesh drape, and anchored mesh. These will be based on desk review, the current alignment, and our field observations. We will include preliminary rockfall fence recommendations if ROW/earthwork summary/desired typical sections don't allow for catchment optimization.

We will summarize our findings and preliminary recommendations in a letter to CDM. Recommended changes to Task 6 will be discussed with CDM prior to issuing a Change Order.

Task 2 – Definition of the Work Corridor

Once boring locations are defined, a plan for site access will be provided by S&ME. This will require locating the borings in the field. A member of our engineering staff will establish the test locations by using a commercial grade, hand-held global positioning system (GPS) device with points established using Google Earth™. Select locations can be cross referenced by estimating right angles and pacing or measuring distances from existing site features (i.e. property corners, building corners, etc.). The ground surface elevation at each test location will be estimated if topographic information is provided. If more specific location and elevation data are desired, we recommend retaining a professional licensed surveyor to obtain that information.

Once the borings are located and staked, S&ME will develop a Site Access Plan to provide clearing and drill rig access. The Site Access Plan will consist of proposed access points to boring locations for drill pads. This Plan will be shared with the Impacted Parties and grading contractors to further develop an acceptable Site Access Plan and provide a plan for clearing.

Task 3 – Coordination of Clearing with Impacted Parties

According to the jurisdictional waters assessment S&ME performed in late 2022, multiple stream crossings and potential wetland impacts may be necessary for geotechnical exploration activities. Therefore, a Tennessee Department of Environment and Conservation (TDEC) General Aquatic Resource Alteration Permit (ARAP) for Surveying and Geotechnical Exploration would allow minor impacts to streams and wetlands as long as the Special



and General Conditions of the ARAP are followed and the local TDEC Environmental Field Office (EFO) is notified at least seven days prior to the proposed activity. A U.S. Army Corps of Engineers (USACE) Nationwide Permit (NWP) for Survey Activities will also apply, and no pre-construction notification (PCN) is needed unless the jurisdictional waters impacts exceed 0.10 acre. Under this task, an S&ME natural resource scientist will visit the site with the geotechnical engineer, if necessary, to determine sensitive areas to avoid (e.g., perennial streams, wetlands) and areas with better access. S&ME will also submit the notification to TDEC, which will include a description of the proposed activities.

S&ME also anticipates approximately three to five acres of forest will be cleared for access to perform geotechnical exploration. Late 2022, S&ME performed a threatened and endangered (T&E) species habitat assessment within the project corridor and identified potential summer habitat for tree-roosting, federally-listed bat species (i.e., Indiana bat and northern long-eared bat (NLEB)). In a preliminary consultation email from the U.S. Fish and Wildlife Service (USFWS) on February 28, 2023, USFWS stated that proposed clearing for the project may impact Indiana bat and NLEB, and in order to comply with the statutory requirements of the Endangered Species Act (ESA), they recommended the applicant coordinate with their office directly to minimize impacts to these species (e.g., avoid potential habitat, seasonal tree clearing, presence/absence surveys). The Tennessee Wildlife Resources Agency (TWRA) and TDEC Division of Natural Areas also provided comments regarding the project. Neither agency had concerns with the proposed project or resulting tree clearing and recommended that USFWS be consulted regarding federally-listed species. We anticipate that seasonal tree clearing may be an acceptable avoidance method; therefore, under this task, S&ME will coordinate with USFWS to obtain their written approval of the proposed minor tree clearing.

Based on our understanding of the project, it appears all of our test borings will be drilled outside the existing TDOT right-of-way. If landowner permission is required to access some of the test borings, we will prepare notification letters and include personnel visits to the property owner(s) along the alignment that don't respond within about two weeks of notification. S&ME will attempt to work reasonably with all landowners to accommodate boring locations and site access; however, while our service will potentially require modifications to their property, we will not be able to accommodate all property owner requests.

Task 4 – Design of Clearing Corridor

Depending on the final locations and number of borings, the coordination with impacted parties, and the need for erosion control, S&ME will develop a final design of the corridor to be cleared for access. This corridor will include access points and boring locations.

Depending on the amount of land disturbed, erosion control and a Storm Water Pollution Protection Plan may be necessary. If this is necessary, S&ME will prepare the Stormwater Pollution Prevention Plan (SWPPP), including a Notice of Intent (NOI), as needed to meet local, state, and federal (NPDES) requirements. We will submit the approved SWPPP and NOI to the TDEC to attempt to obtain a Notice of Coverage (NOC) under the NPDES General Permit to Discharge Storm Water associated with Construction Activity. Submittal/review fees associated with this are to be paid by the owner or reimbursed to S&ME.



Task 5 - Performance of Clearing

S&ME will subcontract equipment and an operator to perform the clearing and any necessary excavation for drill rig access to the proposed boring locations. Trees and brush will be pushed aside from our paths and left in place. Upon completion of staking the proposed boring locations, path clearing will begin. An S&ME staff member will be present for portions of the path clearing to help ensure adequate drill rig access is created. If paths are unable to be cleared to the staked boring locations, offset locations will be attempted based on guidance from the S&ME staff member. If the City of Sevierville would like to provide clearing services, S&ME would be pleased to work with the city to complete these services.

Task 6 – Field Services

The purpose of our geotechnical services is to obtain the subsurface data needed to develop recommendations for design and construction of the cuts and fills necessary to construct the alignment. To accomplish these objectives, we have developed the following scope of services.

Public Utility Location Coordination – Prior to mobilization we will contact Tennessee 811 who will facilitate the location of their member utilities; location of other utilities will be the responsibility of the client. We will move our borings to help avoid potential and/or known conflicts. We are not responsible for damage or loss of service to any utilities which have not been marked for us or which are mis-located by others. If desired, we can retain the services of a private utility location consultant to check our boring locations for potential underground obstructions, for an additional fee.

Field Services: S&ME will conduct a subsurface exploration of the soil, rock, and groundwater conditions. In combination with the 2008 borings, the proposed boring locations generally meet the depth and frequency requirements outlined in Table 2-1 TDOT Test Boring Frequency in *TDOT GEOTECHNICAL GUIDELINES* dated September 9, 2020. Additionally, based on experience and engineering judgement, specific locations were targeted to ensure adequate information is obtained, especially in areas with significant rock cuts where subsurface characterization is critical. The attached **Planned Boring Locations and Depths Table** presents our proposed drilling program. All borings will be advanced to the target depth. If auger refusal occurs prior to reaching target depth, coring of the refusal material will be performed until the target depth is reached. Standard Penetration Tests (SPTs) will be performed in general accordance with AASHTO T 206. Four standard penetration resistance tests (SPT) will be performed in the upper 10 feet of each boring. The SPT tests will then be continued at 5-foot intervals thereafter until the proposed termination depth or auger refusal is met. Upon completion of the borings, subsurface water will be checked and measured in each borehole at the time the drilling and the following day. Following completion of the drilling and water level measurements, each hole will be backfilled with auger cuttings and a borehole closure device.

In addition to drilling for the alignment, test borings will be advanced for the two dual bridges. A total of 8 borings, 2 at each abutment, will be advanced for the dual bridge, BR-02-01. A total of 12 borings, 2 at each abutment, and 2 at each bent will be advanced for the dual bridge, BR-03-01. We estimate about 5 feet of soil will be augured and 20 feet of rock will be cored at each boring location to obtain 10 feet of relatively competent rock. Rock will be cored using an NQ size core barrel.



At this time, our field exploration program is based on 68 borings, and we estimate 510 feet of soil drilling and 2,335 feet of rock coring. These numbers will change based on the results of the Preliminary Geotechnical Slope Recommendations and the actual conditions encountered in the field during the exploration. We have included an additional 70 linear feet of SPT drilling and 305 feet of rock coring and 10 rock core setups as a contingency for unforeseen conditions that may be encountered during the geotechnical investigation.

Bulk bag and Shelby tube soil samples will be collected in conjunction with the drilling for subsequent laboratory testing.

For project efficiency, an engineering staff member will coordinate landowner notification, utility location services, hand clearing, bulldozer services, and drilling activities. The same staff member along with support from a second staff member will field log the test borings. Our engineering staff will also advise the drillers should we require special tests or altered drilling procedures. We will notify you if unexpected conditions are encountered that warrant modifying the scope of this exploration.

Borehole Closure

The work described in this section will involve the drilling or boring of test holes on the property being explored. Open boreholes on any site expose the property owner and other parties to a multitude of liability risks. These include physical risk of injury or damage to the owner or third parties on the property of the owner. Additionally, other real property may be at risk due to the presence of the boreholes. While no method of closing a borehole is totally foolproof, we have found the use of borehole closure appliances will substantially improve the stability of the surface in the vicinity of completed boreholes. Unless otherwise directed, we will close the boreholes made in this study using this standard protocol. The cost quoted in this proposal includes the cost of closing the boreholes in accordance with this protocol. If grouting of boreholes is desired, we can close the boreholes using that method for an additional fee. Our costs do not include time to return to the site to backfill boring that have settled.

Task 7 – Lab and Engineering Services

S&ME will conduct a laboratory testing program to better define the engineering properties of the subsurface soils. Our field professionals will package the bulk, split spoon and Shelby tube soil samples obtained during drilling and return them to our laboratory for further evaluation. A senior geotechnical engineer will review the split spoon sample field classification based on the Unified Soil Classification System and will select samples for laboratory testing. Table 1 presents the proposed laboratory test program to support our engineering analyses.

Table 1 – Laboratory Testing Program

Laboratory Test	Testing Designation	Number of Tests
Consolidated Undrained Triaxial Shear strength with pore pressure measurements, CU, 3 points per test	AASHTO T297	5
Consolidated Undrained Triaxial Shear strength, CU, Remolded 3 samples	AASHTO T297	6
One Dimensional Consolidation	AASHTO T216	5



Laboratory Test	Testing Designation	Number of Tests
Unconsolidated-Undrained Triaxial Compression, UU, one point per test	AASHTO T296	11
Unconfined Compression of Rock	ASTM D2938	10
Atterberg Limits	AASHTO T89/T90	20
Grain Size analysis including Hydrometer	AASHTO T88	20
AASHTO Classification	AASHTO M145	20
Standard Proctor	AASHTO T99	5
California Bearing Ratio (3 point)	AASHTO T193	5
Natural Moisture Content	AASHTO T265	100
Sulfate and Sulfide testing for APR and expansive shale	ASTM D2492 & Per Standard TDOT Testing	30
Slake Durability Testing	ASTM D4644	10

Upon project completion and final report acceptance, S&ME will deliver the rock samples to TDOT. The soil samples will be disposed of 90 days after drilling completion.

Engineering Evaluation and Reports: Upon completion of the field and laboratory testing, S&ME will publish the Soil and Geology Report for the roadway alignment and two Foundation Reports, one for each bridge. Recommendations for the retaining walls will be included in the Foundation Reports for the bridges. The reports will be prepared in accordance with the TDOT Geotechnical Manual. The reports will include the following information:

- Description of the site conditions, topography, drainage, and geologic setting;
- Description of subsurface soil, rock and groundwater conditions;
- Comments concerning the presence of groundwater, soft soil, fill, shallow rock or other encountered conditions that may affect construction of slopes and deep excavations;
- The results of our stability analysis for the cut and fill sections assessed as critical;
- California Bearing Ratio recommendations;
- Foundation recommendations including design parameters and foundation type for the bridges;
- Retaining wall recommendations including design parameters and wall type;
- Laboratory test results;
- Test Boring Records;
- Rock core photographs;
- Geotechnical Notes Sheet that includes tabulated geotechnical material quantities;
- Boring Layout Sheets;
- Boring Profile Sheets; and
- Typical Sections.

Task 8 – Finalizing Section 2 Report

S&ME will review the *Draft Report of Geotechnical Exploration, Veterans Boulevard* (S&ME Project No. 1431-05-550), 2009 for the Central Corridor Section. We will walk the site, review, and update the recommendations,



address any comments from CDM regarding the report, and publish a final geotechnical report for Section 2 stamped by a Professional Engineer license in Tennessee.

◆ **Client Responsibilities**

The Scope of Services, fees and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Signed authorization of our services.
- Access to the site.
- A digital copy of site plans showing pertinent information.
- Personnel familiar with existing utility locations (if applicable) to meet with our personnel.
- Confirmation of structural loading assumptions.
- Information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to field tests or boring locations.

◆ **Exclusions**

Without attempting to be a complete list of all services or potential services that will be excluded from this proposal, the following is a list of specifically excluded services.

- Surveying of boring locations and elevations.
- Private utility location services.
- Geophysical testing.
- Infiltration and seasonal high water table evaluation.
- Pavement section design.
- Ground improvement design.
- Environmental assessment services, including special handling/drumming of soil cuttings or groundwater and analytical testing of soil and groundwater. We understand there are no known environmental contaminants in soil or groundwater at the site.
- Construction Phase Services including the monitoring of construction, testing of construction materials and Special Inspections.
- Cultural and natural resources assessments.
- Preparation or review of plans, specifications, submittals, or other construction documents.
- Retaining wall design.
- Re-landscaping or otherwise restoring the site to its original condition.
- Project meetings.

If any of the excluded services are required, please contact us so we can modify this proposal, or provide an additional proposal, for these services.



◆ **Use of Proposal/Report**

This proposal is solely intended for the services described in the Scope of Services and may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to the-referenced project and client. No other use is authorized by S&ME.

◆ **Project Schedule**

We can complete the requested services within 8 months of formal authorization. The project start date will coincide with receipt of written authorization from CDM.

◆ **Compensation**

We have attached the S&ME Opinion of Probable Cost dated August 25, 2023, to this proposal. We recommend the following budgets for each task.

Task	Cost
Task 1 – Rock Excavation Feasibility Study	\$24,500
Task 2 – Definition of Work Corridor	\$9,300
Task 3 – Coordination of Clearing with Impacted Parties	\$9,700 to \$22,500
Task 4 – Design of Clearing Corridor	\$5,000
Task 5 – Performance of Clearing	\$11,500 + Cost of clearing
Task 6 – Field Exploration Services	\$433,687
Task 7 – Laboratory and Engineering Services	\$210,405
Task 8 – Finalizing Section 2 Report	\$15,900
Total Estimate Costs	\$719,992 to \$732,792 + actual cost of clearing

◆ **Site Disturbance**

Creating access to the borings, moving the drilling equipment around and drilling the borings will leave some areas disturbed. While we will try to limit site disturbance, our fee does not include restoring the site to its original condition.

◆ **Limitations**

The following limitations apply to our scope of services:

- We assume others will provide right-of-entry to access the property. We anticipate our field work can be completed during normal business hours (i.e. 7AM to 5PM, Monday through Friday). If we are required to



perform our field services during non-business hours (i.e nights or weekends), both our schedule and compensation could be affected.

- The generalized subsurface information obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and will be developed by interpretations of widely spaced borings. Therefore, actual subsurface conditions may vary between test locations.
- Soil test borings have limitations with assessing debris in existing fills (if present) and test pits may be needed to further evaluate the subsurface conditions at this site.
- The scope does not constitute or imply approval of permits by regulatory agencies. Soil evaluations are done based on interpretations of the rules governing storm water management systems and are not guarantees for site approval. The proper regulatory agencies will need to evaluate and permit each stormwater management system.

◆ **Contractual Arrangements**

S&ME anticipates that CDM will provide a change order to be covered under the terms and conditions of our existing contract dated August 4, 2022, between CDM and S&ME for the Veterans Boulevard Extension.

◆ **CLOSURE**

Mr. Mize, thank you for selecting S&ME to work with you on this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

Brett M. Pippin, P.E.
Engineer / Project Manager

bpippin@smeinc.com

Daniel R. Boles, P.E.
Geotechnical Operations Manager

dboles@smeinc.com

Attachments: S&ME Opinion of Probable Cost - Change Order No. 1
Planned Boring Locations and Depths Table

S&ME Opinion of Probable Cost - Change Order No. 1

Project Name: Veterans Blvd Extension
 Location: Sevierville, TN
 Proposal #: 22430217 - Task 1 Rock Excavation Feasibility Study

Date: 8/25/2023
 By:

Service	Cost Center	Lab./Exp.	Code	2023 Fee Sch. Unit Rate	Alternate Unit Rate	Estimated Quantity	Unit	Fee	
Professional Services	Subcontract Work (Survey, Etc.)	E	LS	\$800.00			event	\$0.00	
	Administrative	L	PA1	\$80.00			hrs	\$0.00	
	Drafting	L	C3	\$110.00			hrs	\$0.00	
	Technician	L	T3	\$80.00			hrs	\$0.00	
	Staff Professional	L	P1	\$120.00			hrs	\$0.00	
	Staff Professional	L	P2	\$135.00			hrs	\$0.00	
	Project Professional	L	P3	\$160.00		40	hrs	\$6,400.00	
	Project Professional	L	P4	\$180.00		32	hrs	\$5,760.00	
	Senior Professional	L	P5	\$215.00			hrs	\$0.00	
	Principal Professional	L	P6	\$250.00		48	hrs	\$12,000.00	
	Technical Principal	L	P7	\$295.00			hrs	\$0.00	
	Mileage		E	F001	\$0.85		325	mile	\$276.25
	Trip		E	F007		25		trip	\$0.00
									\$0.00
								\$0.00	

PROFESSIONAL SERVICES SUBTOTAL:

\$24,436.25

TOTAL PROJECT FEE: \$24,436.25
CONTINGENCY (%): 0 \$0.00
TOTAL WITH CONTINGENCY: \$24,436.25
ROUNDED LUMP SUM FEE: \$24,500.00

S&ME Opinion of Probable Cost - Change Order No. 1

Project Name: Veterans Blvd Extension
 Location: Sevierville, TN
 Proposal #: 22430217 - Task 2 Definition of Work Corridor

Date: 8/25/2023
 By:

Service	Cost Center	Lab./Exp.	Code	2023 Fee Sch. Unit Rate	Alternate Unit Rate	Estimated Quantity	Unit	Fee	
Professional Services	Subcontract Work (Survey, Etc.)	E	LS	\$800.00			event	\$0.00	
	Administrative	L	PA1	\$80.00			hrs	\$0.00	
	Drafting	L	C3	\$110.00			hrs	\$0.00	
	Technician	L	T3	\$80.00			hrs	\$0.00	
	Staff Professional	L	P1	\$120.00		40	hrs	\$4,800.00	
	Staff Professional	L	P2	\$135.00			hrs	\$0.00	
	Project Professional	L	P3	\$160.00		16	hrs	\$2,560.00	
	Project Professional	L	P4	\$180.00		4	hrs	\$720.00	
	Senior Professional	L	P5	\$215.00		4	hrs	\$860.00	
	Principal Professional	L	P6	\$250.00			hrs	\$0.00	
	Technical Principal	L	P7	\$295.00			hrs	\$0.00	
	Mileage		E	F001	\$0.85		325	mile	\$276.25
	Trip		E	F007		25		trip	\$0.00
									\$0.00
									\$0.00

PROFESSIONAL SERVICES SUBTOTAL:

\$9,216.25

TOTAL PROJECT FEE: \$9,216.25
CONTINGENCY (%): \$0.00
TOTAL WITH CONTINGENCY: \$9,216.25
ROUNDED LUMP SUM FEE: \$9,300.00

S&ME Opinion of Probable Cost - Change Order No. 1

Project Name:	Veterans Blvd Extension
Location:	Sevierville, TN
Proposal #:	22430217 - Task 3 Coordination of Clearing with Impact Parties

Date:	8/25/2023
By:	

Service	Cost Center	Lab./Exp.	Code	2023 Fee Sch. Unit Rate	Alternate Unit Rate	Estimated Quantity	Unit	Fee	
Professional Services		E	LS	\$800.00			event	\$0.00	
	Subcontract Work (Survey, Etc.)								
	Administrative		L	PA1	\$80.00		hrs	\$0.00	
	Drafting		L	C3	\$110.00		hrs	\$0.00	
	Technician		L	T3	\$80.00		hrs	\$0.00	
	Staff Professional		L	P1	\$120.00		hrs	\$0.00	
	Staff Professional		L	P2	\$135.00		16	hrs	\$2,160.00
	Project Professional		L	P3	\$160.00		40	hrs	\$6,400.00
	Project Professional		L	P4	\$180.00			hrs	\$0.00
	Senior Professional		L	P5	\$215.00			hrs	\$0.00
	Principal Professional		L	P6	\$250.00		4	hrs	\$1,000.00
	Technical Principal		L	P7	\$295.00			hrs	\$0.00
	Mileage		E	F001	\$0.85		130	mile	\$110.50
	Trip		E	F007		25		trip	\$0.00
									\$0.00
								\$0.00	

PROFESSIONAL SERVICES SUBTOTAL:

\$9,670.50

TOTAL PROJECT FEE:	\$9,670.50
CONTINGENCY (%):	\$0.00
TOTAL WITH CONTINGENCY:	\$9,670.50
ROUNDED LUMP SUM FEE:	\$9,700.00

Optimistic scenario is no parties have issues and the clearing is done in the winter = 40 hours effort
 If clearing is performed between April to October you must perform a more sophisticated survey which will require up to and perhaps
 acoustic surveys closer to a \$22,500 effort
 Or pay bat fees per acre = ~\$4500/acre

S&ME Opinion of Probable Cost - Change Order No. 1

Project Name:	Veterans Blvd Extension
Location:	Sevierville, TN
Proposal #:	22430217 - Task 4 Design of Clearing Corridor

Date:	8/25/2023
By:	

Service	Cost Center	Lab./Exp.	Code	2023 Fee Sch. Unit Rate	Alternate Unit Rate	Estimated Quantity	Unit	Fee	
Professional Services		E	LS	\$800.00			event	\$0.00	
		L	PA1	\$80.00			hrs	\$0.00	
		L	C3	\$110.00			hrs	\$0.00	
		L	T3	\$80.00			hrs	\$0.00	
		L	P1	\$120.00			hrs	\$0.00	
		L	P2	\$135.00		20	hrs	\$2,700.00	
		L	P3	\$160.00			hrs	\$0.00	
		L	P4	\$180.00		4	hrs	\$720.00	
		L	P5	\$215.00			hrs	\$0.00	
		L	P6	\$250.00		6	hrs	\$1,500.00	
		L	P7	\$295.00			hrs	\$0.00	
			E	F001	\$0.85			mile	\$0.00
			E	F007		25		trip	\$0.00
									\$0.00

PROFESSIONAL SERVICES SUBTOTAL:

\$4,920.00

TOTAL PROJECT FEE:	\$4,920.00
CONTINGENCY (%):	\$0.00
TOTAL WITH CONTINGENCY:	\$4,920.00
ROUNDED LUMP SUM FEE:	\$5,000.00

S&ME Opinion of Probable Cost - Change Order No. 1

Project Name: Veterans Blvd Extension
 Location: Sevierville, TN
 Proposal #: 22430217 - Task 5 Performance of Clearing

Date: 8/25/2023
 By:

Service	Cost Center	Lab./Exp.	Code	2023 Fee Sch. Unit Rate	Alternate Unit Rate	Estimated Quantity	Unit	Fee	
Professional Services	Subcontract Work (Survey, Etc.)	E	LS	\$800.00			event	\$0.00	
	Administrative	L	PA1	\$80.00			hrs	\$0.00	
	Drafting	L	C3	\$110.00			hrs	\$0.00	
	Technician	L	T3	\$80.00			hrs	\$0.00	
	Staff Professional	L	P1	\$120.00			hrs	\$0.00	
	Staff Professional	L	P2	\$135.00		80	hrs	\$10,800.00	
	Project Professional	L	P3	\$160.00			hrs	\$0.00	
	Project Professional	L	P4	\$180.00			hrs	\$0.00	
	Senior Professional	L	P5	\$215.00			hrs	\$0.00	
	Principal Professional	L	P6	\$250.00			hrs	\$0.00	
	Technical Principal	L	P7	\$295.00			hrs	\$0.00	
	Mileage		E	F001	\$0.85		750	mile	\$637.50
	Trip		E	F007		25		trip	\$0.00
									\$0.00
									\$0.00

PROFESSIONAL SERVICES SUBTOTAL:

\$11,437.50

TOTAL PROJECT FEE: \$11,437.50
CONTINGENCY (%): \$0.00
TOTAL WITH CONTINGENCY: \$11,437.50
ROUNDED LUMP SUM FEE: \$11,500.00

S&ME Opinion of Probable Cost - Change Order No. 1

Project Name: **Veterans Blvd Extension**
 Location: **Sevierville, TN**
 Proposal #: **22430217 - Task 6 & 7 Field Lab and Engineering Services**

Date: **8/25/2023**
 By: _____

Service	Cost Center	Lab./Exp.	Code	2023 Fee Sch. Unit	Alternate Unit Rate	Estimated Quantity	Unit	Fee
Mob/Demob - Local (<50 mi radius)	2190	E	D001	\$950.00		2	mob	\$1,900.00
All Terrain Vehicle Surcharge	2190	E	D002	\$300.00		70	day	\$21,000.00
Additional Mob Fees (> 50 miles)	2190	E	D003	\$10.00			mile	\$0.00
Soil Test Borings Footage	2190	E	D007	\$19.00		510	foot	\$9,690.00
Soil Test Borings Footage (D or N > 60)	2190	E	D011	\$23.00			foot	\$0.00
Auger Boring Footage	2190	E	D016	\$14.00			foot	\$0.00
Standpipe	2190	E	D041	\$13.00			foot	\$0.00
Rock Core Setup	2190	E	D021	\$350.00		78	setup	\$27,300.00
Casing	2190	E	D520	\$13.00		510	foot	\$6,630.00
Rock Core (NQ) Footage	2190	E	D1266	\$65.00		2335	foot	\$151,775.00
Rock Core Boxes	2190	E	D102	\$40.00	\$12.00	275	box	\$3,300.00
Water Truck	2190	E	D035	\$260.00		35	day	\$9,100.00
Crew Subsistence (per day, 2-person crew)	2190	E	D050	\$450.00		35	day	\$15,750.00
Dozer/Hydroax Clearing		E	LS	\$2,200.00			day	\$0.00
Undisturbed Soil Sample	2190	E	D020	\$300.00		40	sample	\$12,000.00
Bulk Sample	2190	E	D071	\$70.00		15	sample	\$1,050.00
Grouting of Boreholes	2190	E	D620	\$16.00			foot	\$0.00
Grout Plant	2190	E	D044	\$250.00			day	\$0.00
Hole Closure Devices	2190	E	D513	\$19.00		78	device	\$1,482.00
Crew Time - Clearing, Difficult Moving, Hauling	2190	E	D1317	\$275.00		204	hours	\$56,100.00
Pavement Patching	2190	E	D512	\$35.00			hole	\$0.00
GPS Equipment		E	D203	\$50.00		5	day	\$250.00
Laborer to haul water		E	T001	\$50.00		350	hrs	\$17,500.00
General supplies (flags, stakes, paint, etc.)		E	LS	\$50.00	\$2.50	78	boring	\$195.00
Private Utility Locating (Subcontract)		E	LS	\$800.00	\$1,450.00		event	\$0.00
Daily Drilling Rate (if unit rates not used above)		E	LS	\$3,300.00			day	\$0.00
Staff Professional sitting the drill rig		L	P2	\$135.00		700	hrs	\$94,500.00
Mileage for staff professional sitting rig		E	F001	\$0.85		4900	miles	\$4,165.00
								\$0.00

DRILLING/FIELD SUBTOTAL: \$433,687.00

Natural Moisture Content	D2216	E	L003	\$15.00		110	test	\$1,650.00
Atterberg Limits Test	D4318	E	L005	\$95.00		32	test	\$3,040.00
Grain Size Test (Wash 200 Sieve)	D6913	E	L002A	\$95.00			test	\$0.00
Grain Size Test (Hydrometer)	D7928	E	L002	\$170.00		32	test	\$5,440.00
Standard Proctor Compaction	D698	E	L009	\$195.00		7	test	\$1,365.00
Organic Content	D2974	E	L004	\$65.00			test	\$0.00
California Bearing Ratio (3 point, soaked)	D1883	E	L050	\$525.00		5	test	\$2,625.00
California Bearing Ratio (1 point, soaked)	D1883	E	L049	\$210.00			test	\$0.00
Triaxial Compression - UU (Undist.)	D2850	E	L015	\$570.00		11	test	\$6,270.00
Triaxial Compression - CU w/ pp (Undist.)	D4767	E	L019	\$1,125.00		5	test	\$5,625.00
Triaxial Compression - CU - Remold 3 Samples	D4767	E	L019A	\$1,325.00		8	test	\$10,600.00
Permeability - Remolded	D5084	E	L021	\$400.00			test	\$0.00
Permeability - Undisturbed	D5084	E	L021A	\$350.00			test	\$0.00
Consolidation Test - Undisturbed	D2435	E	L008	\$630.00		7	test	\$4,410.00
Unconfined Compressive Strength (SOIL)	D2166	E	L014	\$135.00			test	\$0.00
Acid Producing Rock test		E		\$240.00		30	test	\$7,200.00
Sulfates and Sulfides		E						
Unconfined Compressive Strength (ROCK)	D7012	E	L323	\$220.00		20	test	\$4,400.00
Slake Durability (Rock)	D7012	E	S049	\$200.00		10	test	\$2,000.00
								\$0.00

LABORATORY SUBTOTAL: \$54,625.00

Subcontract Work (Survey, Etc.)		E	LS	\$800.00	14000	1	event	\$14,000.00
Administrative		L	PA1	\$80.00		25	hrs	\$2,000.00
Drafting		L	C3	\$110.00		135	hrs	\$14,850.00
Technician		L	T3	\$80.00			hrs	\$0.00
Staff Professional		L	P1	\$120.00			hrs	\$0.00
Staff Professional		L	P2	\$135.00		50	hrs	\$6,750.00
Project Professional		L	P3	\$160.00			hrs	\$0.00
Project Professional		L	P4	\$180.00		440	hrs	\$79,200.00
Senior Professional		L	P5	\$215.00		120	hrs	\$25,800.00
Principal Professional		L	P6	\$250.00		50	hrs	\$12,500.00
Technical Principal		L	P7	\$295.00			hrs	\$0.00
Mileage		E	F001	\$0.85		800	mile	\$680.00
Trip		E	F007		25		trip	\$0.00
								\$0.00

PROFESSIONAL SERVICES SUBTOTAL: \$155,780.00

TOTAL PROJECT FEE: \$644,092.00
CONTINGENCY (%): \$0.00
TOTAL WITH CONTINGENCY: \$644,092.00
ROUNDED LUMP SUM FEE: \$644,100.00

S&ME Opinion of Probable Cost - Change Order No. 1

Project Name: Veterans Blvd Extension
 Location: Sevierville, TN
 Proposal #: 22430217 - Task 8 Finalizing Section 2 Report

Date: 8/25/2023
 By:

Service	Cost Center	Lab./Exp.	Code	2023 Fee Sch. Unit Rate	Alternate Unit Rate	Estimated Quantity	Unit	Fee	
Professional Services	Subcontract Work (Survey, Etc.)	E	LS	\$800.00			event	\$0.00	
	Administrative	L	PA1	\$80.00		2	hrs	\$160.00	
	Drafting	L	C3	\$110.00			hrs	\$0.00	
	Technician	L	T3	\$80.00			hrs	\$0.00	
	Staff Professional	L	P1	\$120.00			hrs	\$0.00	
	Staff Professional	L	P2	\$135.00		20	hrs	\$2,700.00	
	Project Professional	L	P3	\$160.00			hrs	\$0.00	
	Project Professional	L	P4	\$180.00			hrs	\$0.00	
	Senior Professional	L	P5	\$215.00		60	hrs	\$12,900.00	
	Principal Professional	L	P6	\$250.00			hrs	\$0.00	
	Technical Principal	L	P7	\$295.00			hrs	\$0.00	
	Mileage		E	F001	\$0.85		130	mile	\$110.50
	Trip		E	F007		25		trip	\$0.00
									\$0.00
									\$0.00

PROFESSIONAL SERVICES SUBTOTAL:

\$15,870.50

TOTAL PROJECT FEE: \$15,870.50
CONTINGENCY (%): \$0.00
TOTAL WITH CONTINGENCY: \$15,870.50
ROUNDED LUMP SUM FEE: \$15,900.00

Veterans Blvd. Planned Borings and Depths

Boring No.	Station	Offset	Estimated Soil Drilling (ft)	Estimated Core Rock Coring (ft)	Target Depth (ft)
B-01	255+50	50' R	10	5	15
B-02	257+50	30' R	10	5	15
B-03	262+00	35' L	10	5	15
B-04	264+50	65' R	5	25	30
B-05	266+00	15' L	5	25	30
B-06	268+50	90' L	5	55	60
B-07	272+50	45' L	10	5	15
B-08	274+00	40' L	10	5	15
B-09	280+00	20' R	5	50	55
B-10	280+50	65' L	5	85	90
B-11	283+00	20' R	5	50	55
B-12	284+50	65' L	5	85	90
B-13	285+00	120' L	5	85	90
B-14	290+00	40' L	10	5	15
B-15	292+50	60' R	10	5	15
B-16	295+50	110' L	10	35	45
B-17	295+50	20' R	5	50	55
B-18	296+50	100' L	10	50	60
B-19	296+50	20' R	5	50	55
B-20	298+50	15' R	10	5	15
B-21	299+50	70' L	10	30	40
B-22	302+00	40' R	10	5	15
B-23	302+50	55' R	10	5	15
B-24	303+00	35' L	10	30	40
B-25	303+50	140' R	10	5	15
B-26	304+50	100' R	10	5	15
B-27	305+00	65' L	10	30	40
B-28	307+00	70' L	5	40	45
B-29	310+00	30' R	5	40	45
B-30	310+50	50' R	5	40	45
B-31	311+50	70' L	5	40	45
B-32	314+50	70' L	10	15	25
B-33	318+50	70' L	5	65	70
B-34	319+00	70' L	5	65	70
B-35	320+00	65' R	5	65	70
B-36	321+50	65' R	5	65	70
B-37	323+00	65' R	5	65	70
B-38	326+00	35' R	5	65	70
B-39	327+50	100' L	5	45	50
B-40	327+50	55' R	5	65	70
B-41	330+00	65' R	5	15	20
B-42	331+00	65' R	5	15	20
B-43	332+00	30' L	10	5	15

B-44	334+00	55' L	10	5	15
B-45	338+00	65' R	5	30	35
B-46	344+00	10' R	5	30	35
B-47	349+00	30' R	5	30	35
B-48	350+50	85' R	5	30	35
B-BR02-01	212+73	45' L	5	20	25
B-BR02-02	212+76	15' L	5	20	25
B-BR02-03	212+79	15' R	5	20	25
B-BR02-04	212+82	45' R	5	20	25
B-BR02-05	213+87	45' L	5	20	25
B-BR02-06	213+90	15' L	5	20	25
B-BR02-07	213+92	15' R	5	20	25
B-BR02-08	213+95	45' R	5	20	25
B-BR03-01	253+39	45' L	5	20	25
B-BR03-02	253+42	15' L	5	20	25
B-BR03-03	253+46	15' R	5	20	25
B-BR03-04	253+49	45' R	5	20	25
B-BR03-05	254+84	40' L	5	20	25
B-BR03-06	254+86	15' L	5	20	25
B-BR03-07	254+91	15' R	5	20	25
B-BR03-08	254+93	40' R	5	20	25
B-BR03-09	256+29	45' L	5	20	25
B-BR03-10	256+32	15' L	5	20	25
B-BR03-11	256+34	15' R	5	20	25
B-BR03-12	256+31	45' R	5	20	25

*Upon completion of the drilling program, boring locations will be surveyed and may vary from the locations presented in the table.



P.O. Box 4750
Sevierville, Tennessee 37864-4750
Ph. #865-453-2808
Fax. #865-453-9181
www.blalockconstruction.com

BUDGET / PROPOSAL Sevierville, TN

Site-Work Proposal

S&ME
1423 Topside Road
Louisville, TN 37777

Date: September 19, 2023

Brett Pippin
Ph. #: 865-970-0003
Cell #: 865-839-1172
Email: bpippin@smeinc.com

Charles Blalock & Sons, Inc. (hereinafter called "Contractor") is pleased to provide our Site-work Proposal for **Access Road Clearing, Grubbing and Erosion Control** based on plan provided by **S&ME** for the following described work in connection with construction and/or improvements at **Veterans Blvd. Extension Sevierville, TN.**

Description of Site Work and Proposed Price:

ACCESS ROAD CLEARING:	\$75,000.00 to \$100,000.00+/-
EROSION CONTROL	\$35,000.00 to \$50,000.00+/-

Inclusions:

1. Mobilization
2. Erosion Control PI (*Including: Construction Entrance, Silt Fencing, Rip Rap Ditch, Inlet Protection*)
3. Clearing & Grubbing for 10' to 12' Access Roadway

Exclusions:

1. All Layout
2. Site Permitting, Testing, Review and Municipal Fees

Please note the following scope specific terms and conditions of this proposal:

1. We are not responsible for damage caused to existing roadways and other municipal improvements as a result of construction traffic.
2. Owner shall layout all necessary benchmarks, dimensional data and survey control coordinates from which Contractor can use to properly clear access roadway.
3. This proposal shall remain in effect for a period of thirty (30) days--after which we reserve the right to modify, adjust and/or withdraw as deemed necessary.

4. This proposal price is based upon free unencumbered access to the work areas at all times during the course of our work.
5. Charles Blalock & Sons, Inc. will carry Workman's Compensation Insurance covering its employees and shall provide Public Liability and Property Damage Insurance.
6. If credit conditions become unsatisfactory before commencement or at any time during the course of the work, adequate security shall be furnished by you to Charles Blalock & Sons, Inc. upon its request.
7. The Owner assumes liability for damages resulting to underground utilities or other unknown site facilities, amenities, improvements or objects existing beneath the area of construction and agrees to hold the Company harmless from any such damages or claims arising therefrom.
8. In the event that it should become necessary to seek enforcement of any provision of this agreement, or to defend claims under it, the prevailing party shall also be entitled to recover from the other, all reasonable expenses, including legal fees, incurred in seeking and/or defending such claims.

We hope that you've found this proposal helpful in describing our scope and invite any questions that may arise. Charles Blalock & Sons appreciates the opportunity and looks forward to working together in the future.

Sincerely,

Frank Gioscia

Frank Gioscia

Project Manager

Office: 865-453-2808

Cell: 865-254-0648