

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

**April 1, 2024 Meeting**

**Sevierville Civic Center**

**6:00 P.M.**



**AGENDA**  
**BOARD OF MAYOR & ALDERMEN**  
**April 1, 2024 Meeting**  
**Sevierville Civic Center**  
**6:00 P.M.**

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Invocation

**B. ROLL CALL**

**C. MINUTES – 3/18/2024**

**D. PUBLIC FORUM**

1. Consider approval of **Ordinance O-2024-004** – *3<sup>rd</sup> reading* – An Ordinance to amend Chapter 10, Appendices of the Sevierville Zoning Ordinance – *Corey Divel*
2. Consider approval of **Ordinance O-2024-005** – *3<sup>rd</sup> 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*

**E. REPORTS**

**F. COMMUNICATIONS FROM MAYOR & ALDERMEN**

New and Promoted Employee Introductions

**Board Appointment**

**Parks and Recreation Foundation**

Tina Davis (*replacing Bryan Atchley, Jr.*) – 1-year term, expiration 3/1/2025

Christian Brown (*replacing Betty Ogle*) – 1-year term, expiration 3/1/2025

**G. OLD BUSINESS**

1. Consider approval of **Ordinance O-2024-004** – *3<sup>rd</sup> reading* – An Ordinance to amend Chapter 10, Appendices of the Sevierville Zoning Ordinance – *Corey Divel* 1
2. Consider approval of **Ordinance O-2024-005** – *3<sup>rd</sup> reading* – 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 – *Russell Treadway* 6
3. Consider approval of **Ordinance O-2024-006** – *2<sup>nd</sup> reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located on 100 John L Marshall Drive from HDR to AC – *Corey Divel* 8
4. Consider approval of **Ordinance O-2024-007** – *2<sup>nd</sup> reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property on 109 River Mill Road from LDR to IC – *Corey Divel* 12

**H. NEW BUSINESS**

1. Consider approval of **FY 25 Tennessee Highway Safety Office Driving Under the Influence grant application** in the amount of \$81,800 – *Holly Jones* 16
2. Consider approval of **revised contract with Robert G. Campbell and Associates, LP** for design work on the Boyd’s Creek Intersection with Old Knoxville Highway project in the amount of \$139,300 – *Bob Moncrief* 17
3. Consider approval of **mini-split HVAC systems for Public Works renovations** in the amount of \$12,555.65 – *Bob Moncrief* 26
4. Consider approval of **Task Order No. 4 from Barge Design Solutions** for the Water Tank Capacity Study for \$30,000 – *Keith Malone* 36



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 O2024-005 entitled "AN ORDINANCE TO INCREASE THE COMPENSATION PAID BY THE CITY TO THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SEVIERVILLE, TENNESSEE". A motion was made by Vice Mayor Koester and seconded by Alderman Ohman to approve the ordinance as presented and to dispense with the reading. Those voting Yes: Helton, Koester, McCroskey, Ohman, Rader. Those voting No: None. Fox declared the ordinance passed on second reading.

Mayor Fox recognized Russell Treadway, who presented a request on behalf of Austin Williams for an extension of a reversionary clause for property located at 1110 Old Knoxville Highway, and referred to the Second Modification Agreement drafted by the City Attorney. A motion was made by Alderman McCroskey and seconded by Alderman Rader to approve the Second Modification Agreement as presented. Motion carried. Vice Mayor Koester abstained from the vote.

## **NEW BUSINESS**

Mayor Fox presented and placed for passage an ordinance O2024-006 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT 100 JOHN L MARSHALL DR, TAX MAP 061G, GROUP B, PARCEL 049.00 FROM HIGH DENSITY RESIDENTIAL (HDR) DISTRICT TO ARTERIAL COMMERCIAL (AC) DISTRICT." A motion was made by Alderman Helton and seconded by Alderman 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 first reading.

Mayor Fox presented and placed for passage an ordinance O2024-007 entitled "AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF SEVIERVILLE, TENNESSEE, AS SET FORTH IN THE SEVIERVILLE MUNICIPAL CODE, SECTION 14-201 TO REZONE PROPERTY LOCATED AT 109 RIVER MILL ROAD, TAX MAP 027, PARCEL 006.00 FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT." A motion was made by Vice Mayor Koester 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 first reading.

Mayor Fox recognized Lynn McClurg, who presented and placed for passage a Resolution R2024-006 Directing Payment of Various Budgeted Expenses for Fiscal Year 2024. A motion was made by Alderman Rader and seconded by Alderman Ohman to approve the resolution as presented. Motion carried.

Mayor Fox recognized Lynn McClurg, who presented proposals for utility bill printing and mailing services and recommended approval of a three-year contract with low cost provider Dataprose, Inc. with an option to renew for three additional one-year periods. A motion was made by Alderman McCroskey and seconded by Alderman Helton to approve the contract as presented. Motion carried.

Mayor Fox recognized Holly Jones, who requested approval of the following:

- Development agreement with Kituwah, LLC for 50% of grant expenditures, estimated at \$500,000.00, related to the FY2022 Appalachian Regional Commission (ARC) grant for water and sewer improvements at the 407 Gateway development;
- Professional services agreement with Robert G. Campbell & Associates for engineering and design in the amount of \$83,334.26.

Jones requested approval of both agreements with the requirement that funding of at least 50% of anticipated expenditures be received from the developer prior to execution of any contract. A motion was

made by Alderman Rader and seconded by Vice Mayor Koester to approve the development agreement and professional services agreement as requested.

Mayor Fox recognized Brenda McCroskey, who presented the Chamber of Commerce 2024-2025 Sevierville Tourism Marketing Plan. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the marketing plan as presented. Motion carried.

Mayor Fox recognized Matt Henderson, who requested approval to purchase an emergency backup generator from low price vendor Taylor Power Systems in the amount of \$15,180.00. A motion was made by Alderman Rader and seconded by Alderman Ohman to approve the purchase as requested. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of an agreement with AYSO Youth Soccer to provide field mowing and lining services at the WSCC Sevier Campus from March 18, 2024 through October 31, 2024. Parker noted that the agreement includes fees to offset expenses. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the agreement as presented. Motion carried.

Mayor Fox recognized Bob Parker, who requested approval of an agreement with the Starz Futbol Club for providing soccer fields on City and leased property from March 18, 2024 through October 31, 2024. Parker noted that the agreement includes fees to offset expenses. A motion was made by Alderman Helton and seconded by Alderman Ohman to approve the agreement as presented. Motion carried.

Mayor Fox recognized Sam Hinson, who requested approval to purchase one 2024/2025 police pursuit package utility vehicle under state contract SWC209-80356 from Ford of Murfreesboro in the amount of \$45,372.00. Hinson noted that insurance will fund \$22,866.63 of the purchase. A motion was made by Vice Mayor Koester and seconded by Alderman Rader to approve the purchase as requested. Motion carried.

Mayor Fox recognized Sam Hinson, who requested approval to purchase 5 Zebra handheld electronic citation machines with licenses from PD software vendor Tyler Technologies in the amount of \$11,975.00. A motion was made by Alderman Helton and seconded by Alderman McCroskey to approve the purchase as presented. Motion carried.

Mayor Fox recognized Keith Malone, who requested approval of WK Dickson Task Order No. 15 for engineering services for the Apple Barn pump station and force main and Collier Drive force main improvements in the not-to-exceed amount of \$178,000.00 plus reimbursables. A motion was made by Alderman Rader and seconded by Alderman Helton to approve the task order as presented. Motion carried.

Mayor Fox recognized Keith Malone, who requested approval of WK Dickson Task Order No. 16 for engineering services for Rock Garden, Old Knoxville Highway and Birchwood bridge pump stations in the not-to-exceed amount of \$207,500.00 plus reimbursables. A motion was made by Vice Mayor Koester and seconded by Alderman Helton to approve the task order as presented. Motion carried.

There being no further business to discuss, the meeting adjourned at 6:18 PM.

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

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



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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-004– *3<sup>rd</sup> Reading* – An Ordinance to amend Chapter 10, Appendices 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 3<sup>rd</sup> Reading.

ORDINANCE NO. O-2024-004

**AN ORDINANCE TO AMEND CHAPTER 10, APPENDICES 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 10.4 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:

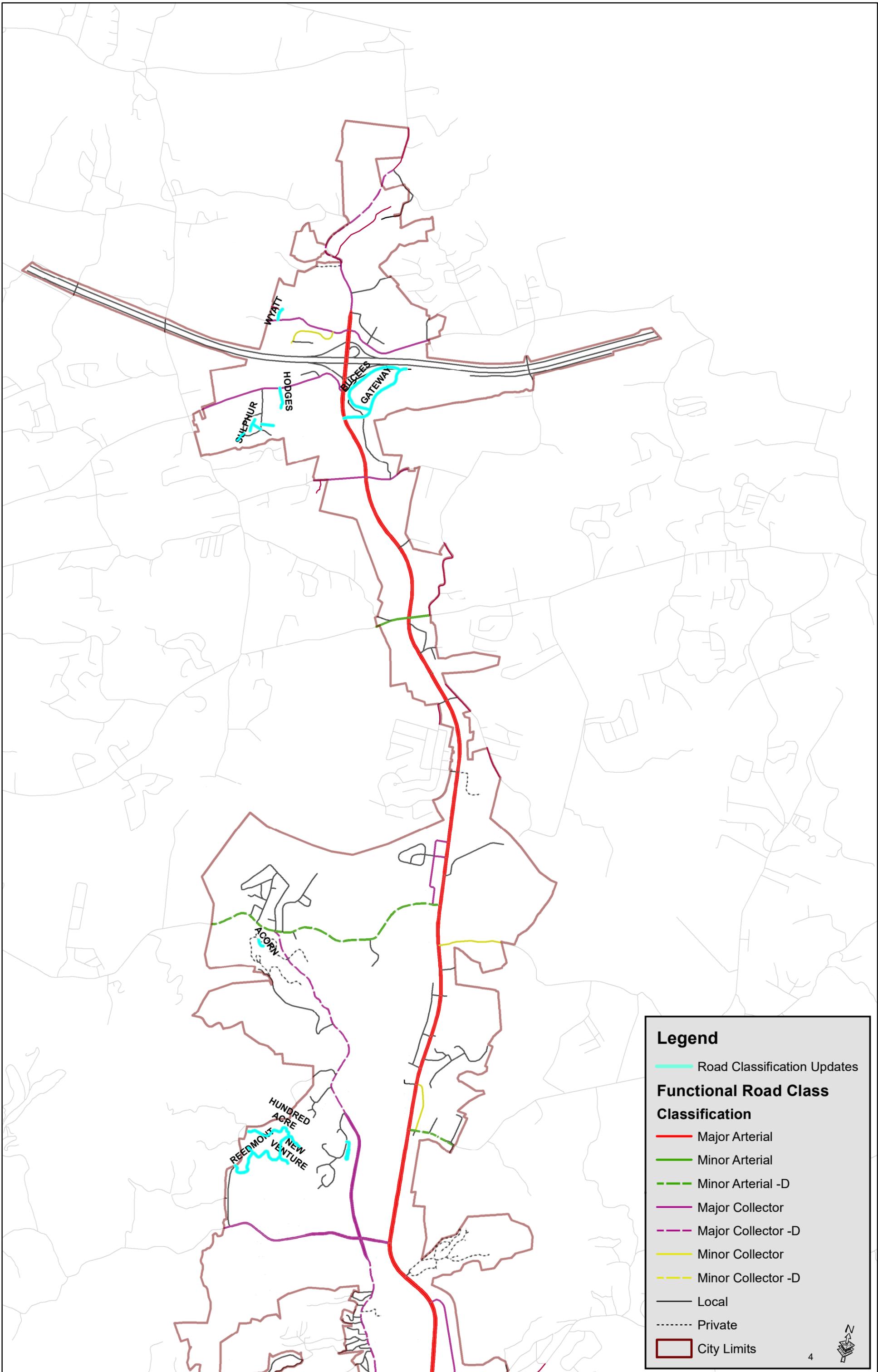
\_\_\_\_\_  
Lynn K. McClurg, City Recorder

Passed on 1<sup>st</sup> reading: 03/04/2024

Passed on 2<sup>nd</sup> reading: 03/18/2024

Passed on 3<sup>rd</sup> reading: 2024

<b>ST_NAME</b>	<b>ST_TYPE</b>	<b>Proposed Classification</b>
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



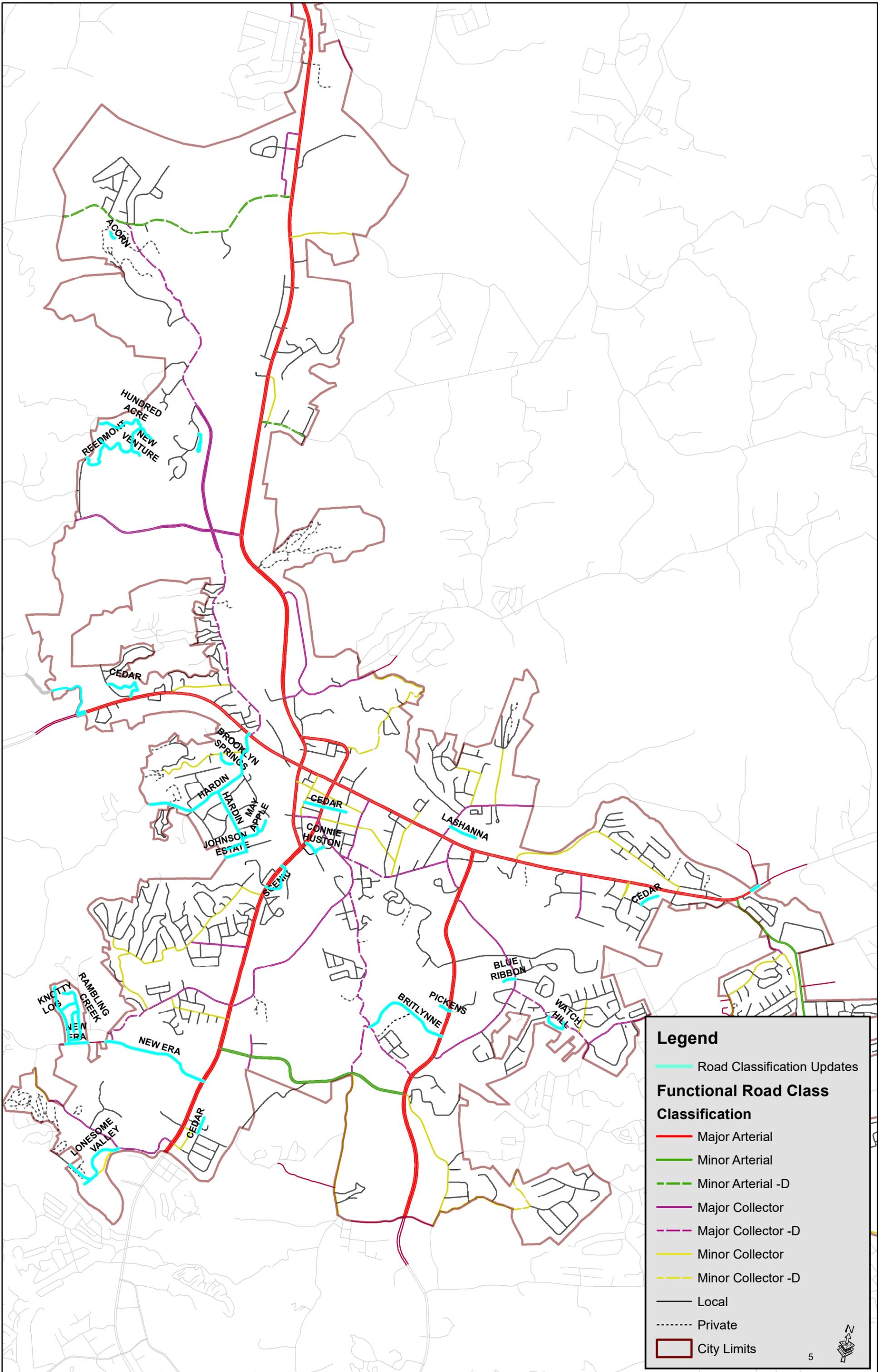
**Legend**

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





**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





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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of **Ordinance O-2024-005 – 3<sup>rd</sup> 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. The ordinance has been amended to change the effective date of the increased compensation to the first of the fiscal year following adoption of the next annual budget.

**REQUESTED ACTION:** Passage on 3<sup>rd</sup> reading as amended.

**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, by deleting the Section in its entirety and replacing it with the following:

**1-104. Compensation.**

(1) (a) Aldermen, until such time as this section is superceded, shall receive compensation in the amount of \$1,000.00 per month plus enrollment and participation in the City's health insurance program, at the City's expense.

(b) The Aldermen and Mayor of the City of Sevierville shall be entitled to be enrolled in the City's health insurance program in the same way and manner as other City employees and will make premium payments and coverage choices in the way and manner available to all City employees, and that all of the foregoing in subsection (1)(b) of this section shall be retroactive to and take effect as of May 1, 2007.

(c) The Mayor, until such time as this section is superceded, shall receive compensation in the amount \$1,250.00 per month plus enrollment and participation in the City's health insurance program, at the City's expense.

(2) (a) The foregoing compensation amounts shall be for adoption in the City's next annual budget, and shall become effective upon adoption of the budget.

(b) This chapter shall supercede the previous compensation ordinance concerning payment of the Board of Mayor and Aldermen and Mayor.

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 1<sup>st</sup> reading: 03/04/2024  
Passed on 2<sup>nd</sup> reading: 03/18/2024  
Passed on 3<sup>rd</sup> reading: \_\_\_\_\_



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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-006 – *2nd reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property located on 100 John L Marshall Drive from HDR to AC

**PRESENTATION:** As presented in the Staff report attached, Moon Bug Construction LLC requested the property, located on 100 John L Marhsall Dr, Tax Map 061G, Group B, Parcel 049.00, be rezoned from High Density Residential (HDR) to Arterial Commercial (AC). The property was recently rezoned from Arterial Commercial (AC) to High Density Residential (HDR) and the current proposal would revert to the original zoning classifications.

**REQUESTED ACTION:** Approval of O-2024-006 on 2nd Reading.

**ORDINANCE NO. O-2024-006**

**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 100 JOHN L MARSHALL DR, TAX MAP 061G, GROUP B, PARCEL 049.00 FROM HIGH DENSITY RESIDENTIAL (HDR) DISTRICT TO ARTERIAL COMMERCIAL (AC) 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 100 John L Marshall Dr (Tax Map 061G, Group B, Parcel 049.00), from High Density Residential (HDR) District to Arterial Commercial (AC) 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**

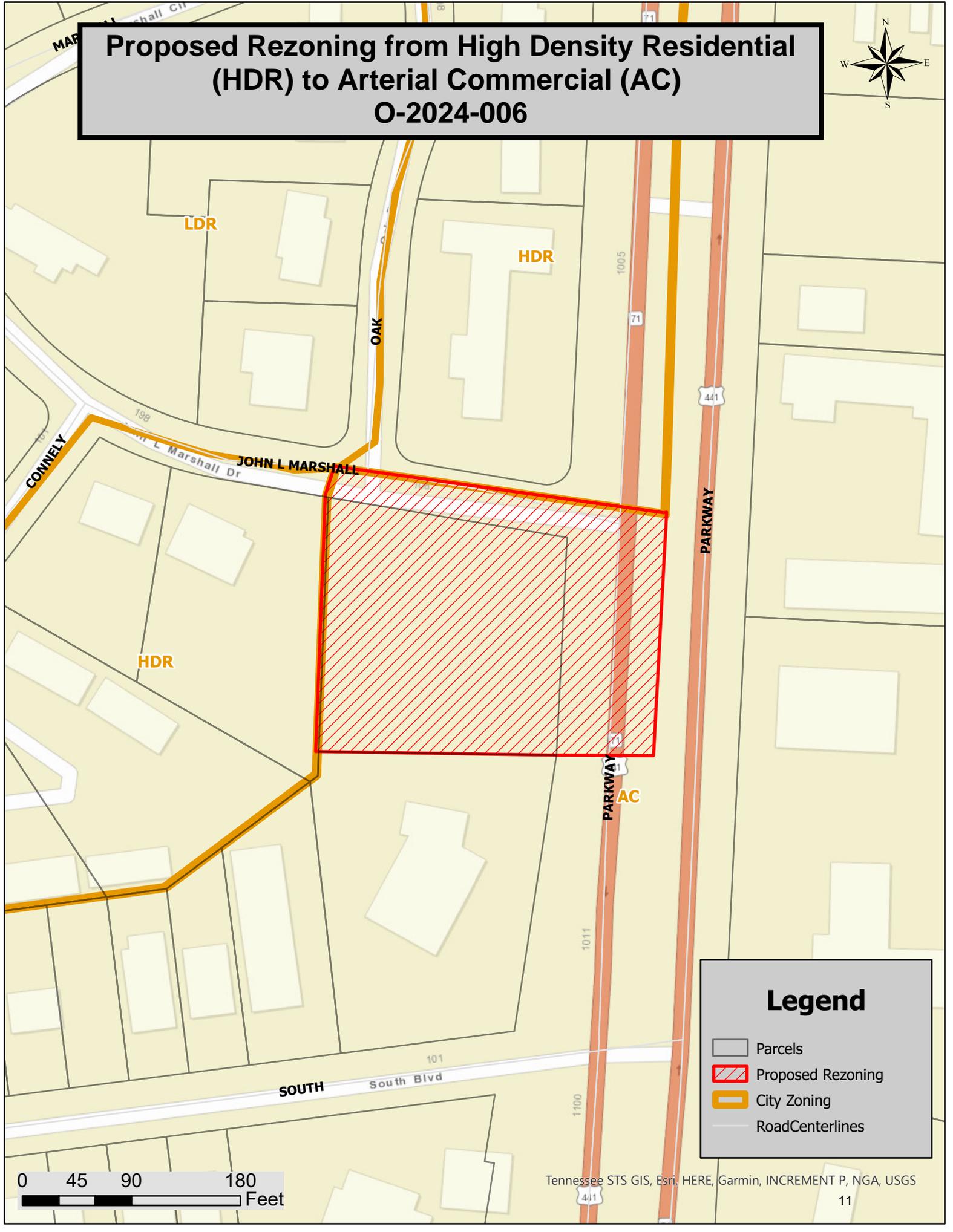
**Passed on 1<sup>st</sup> reading: 03/18/2024**  
**Passed on 2<sup>nd</sup> reading: \_\_\_\_\_**  
**Passed on 3<sup>rd</sup> reading: \_\_\_\_\_**



Development Department  
 Staff Report to Planning Commission  
 Rezoning Request – City of Sevierville  
 100 John L Marshall Dr – Parcel 061G B 049.00

<p><b><u>Applicant:</u></b> Moon Bug Construction LLC</p> <p><b><u>Owners:</u></b> Moon Bug Construction LLC</p> <p><b><u>Staff:</u></b> Corey Divel and Kristina Rodreick</p> <p><b><u>Tax ID Number:</u></b> Tax Map 061G, Group B, Parcel 049.00</p> <p><b><u>Current Zone:</u></b> High Density Residential (HDR)</p> <p><b><u>Requested Zone:</u></b> Arterial Commercial (AC)</p> <p><b><u>Number of Lots:</u></b> 1</p> <p><b><u>Current Use:</u></b> Vacant</p> <p><b><u>Proposed Use:</u></b> Boutique Hotel</p> <p><b><u>Notification:</u></b> City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.</p> <p><b><u>Exhibits:</u></b> Application and Map</p>	<p><b><u>Request</u></b>        Rezoning 1 parcel totaling 0.88 acres +/- from High Density Residential (HDR) to Arterial Commercial (AC)</p> <hr/> <p><b><u>Background</u></b>        Property is located within the City Limits</p> <p>The properties abutting the proposed rezoning area are as follows:</p> <p>North &amp; West – High Density Residential (HDR) used for residential</p> <p>South &amp; East – Arterial Commercial (AC) used for commercial</p> <p><b><u>Staff Comments</u></b>        The immediate surrounding area is vacant and residential to the north and west. The area to the south and east is commercial.</p> <p><b><u>Public Comments</u></b>        None to date.</p> <p><b><u>Staff Recommendation</u></b>        The property is located off the Parkway and John L Marshall Road. It was originally zoned Arterial Commercial (AC) and was recently rezoned to High Density Residential (HDR) for multifamily. The request is to revert to the original Arterial Commercial (AC) zoning to construct a boutique hotel. Staff recommends approval.</p>
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# Proposed Rezoning from High Density Residential (HDR) to Arterial Commercial (AC) O-2024-006



### Legend

- Parcels
- Proposed Rezoning
- City Zoning
- Road Centerlines





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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of Ordinance O-2024-007 – *2nd reading* – An Ordinance to amend the zoning map of the City of Sevierville to rezone property on 109 River Mill Road from LDR to IC

**PRESENTATION:** As presented in the Staff report attached, Whaley Construction LLC requested the property, located on 109 River Mill Road, Tax Map 027, Parcel 006.00, be rezoned from Low Density Residential (LDR) to Intermediate Commercial (IC).

**REQUESTED ACTION:** Approval of O-2024-007 on 2nd Reading.

**ORDINANCE NO. O-2024-007**

**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 109 RIVER MILL ROAD,  
TAX MAP 027, PARCEL 006.00 FROM LOW DENSITY RESIDENTIAL (LDR)  
DISTRICT TO INTERMEDIATE COMMERCIAL (IC) DISTRICT**

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

**Section 1. The Zoning Map of the City of Sevierville, Tennessee, be hereby amended by the rezoning a portion of property located at 109 River Mill Road (Tax Map 027, Parcel 006.00), from Low Density Residential (LDR) District to Intermediate Commercial (IC) District. Said property is more clearly identified on the attached map.**

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

**APPROVED: \_\_\_\_\_  
Robbie Fox, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Lynn K. McClurg, City Recorder**

**Passed on 1<sup>st</sup> reading: 03/18/2024**

**Passed on 2<sup>nd</sup> reading: \_\_\_\_\_**

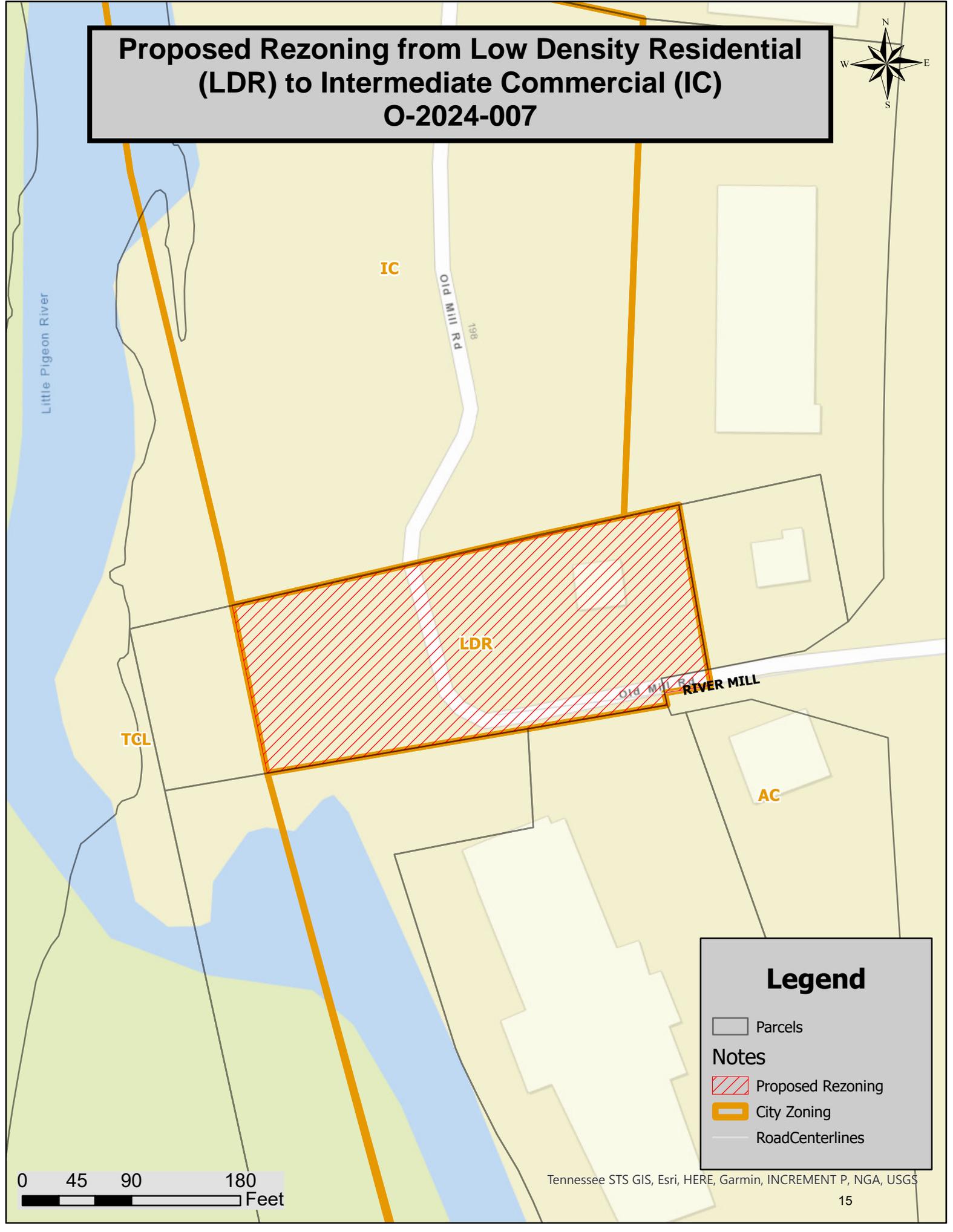
**Passed on 3<sup>rd</sup> reading: \_\_\_\_\_**



Development Department  
 Staff Report to Planning Commission  
 Rezoning Request – City of Sevierville  
 109 River Mill Road – Parcel 027 006.00

<p><b><u>Applicant:</u></b> Whaley Construction LLC</p> <p><b><u>Owners:</u></b> Matthew Whaley</p> <p><b><u>Staff:</u></b> Corey Divel and Kristina Rodreick</p> <p><b><u>Tax ID Number:</u></b> Tax Map 027, Parcel 006.00</p> <p><b><u>Current Zone:</u></b> Low Density Residential</p> <p><b><u>Requested Zone:</u></b> Intermediate Commercial</p> <p><b><u>Number of Lots:</u></b> 1</p> <p><b><u>Current Use:</u></b> Residential</p> <p><b><u>Proposed Use:</u></b> Short-Term Rental</p> <p><b><u>Notification:</u></b> City will provide notice in accordance with City of Sevierville Planning Department policies and procedures.</p> <p><b><u>Exhibits:</u></b> Application and Map</p>	<p><b><u>Request</u></b>        Rezoning 1 parcel totaling 1.3 acres +/- from Low Density Residential (LDR) to Intermediate Commercial (IC).</p> <hr/> <p><b><u>Background</u></b>        Property is located within the City Limits</p> <p>The properties abutting the proposed rezoning area are as follows:</p> <p>North – Intermediate Commercial (IC) used for commercial</p> <p>South &amp; East– Arterial Commercial (AC) used for commercial</p> <p>West- Tourist Commercial (TCL) used for the golf course</p> <p><b><u>Staff Comments</u></b>        The immediate surrounding area is zoned for commercial.</p> <p><b><u>Public Comments</u></b>        None to date.</p> <p><b><u>Staff Recommendation</u></b>        The property is located off River Mill Road, is currently zoned Low Density Residential (LDR) and is considered spot zoning. The request is to rezone to Intermediate Commercial (IC) for short-term rental. As the request will eliminate the spot zoning and make the site consistent with the surrounding zoning, staff recommends approval.</p>
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# Proposed Rezoning from Low Density Residential (LDR) to Intermediate Commercial (IC) O-2024-007



## Legend

Parcels

### Notes

Proposed Rezoning

City Zoning

Road Centerlines

0 45 90 180  
Feet



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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of FY 25 Tennessee Highway Safety Office Driving Under the Influence grant application in the amount of \$81,800

**PRESENTATION:** This is an annual grant through the Tennessee Highway Safety Office (THSO) that covers one hundred (100) percent of officer overtime and supplies purchases related to Driving Under the Influence (DUI) efforts by the Sevierville Police Department.

**REQUESTED ACTION:** Approval of the FY 25 THSO DUI grant application of \$81,800, and approval to accept the resulting contract if the application is successful.



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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of revised contract with Robert G. Campbell and Associates, LP for design work on the Boyd's Creek Intersection with Old Knoxville Highway project in the amount of \$139,300.

**PRESENTATION:** The original contract value for the design of this project was \$121,816.32, but during the environmental phase, TDOT changed the requirements and required much more comprehensive studies. This contract revision will change the total design cost to \$136,300.00 plus reimbursement for TDEC and other review fees up to \$3,000. The cost of this contract is 100% funded by federal and state monies with no local match, and this does not change that. This is a budgeted item.

**REQUESTED ACTION:** Approval of contract revision for the new total amount of \$139,300.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **September 16, 2019** (revised 2/16/2024) (“Effective Date”) between [ **the City of Sevierville, TN** ] (“Owner”) and [ **Robert G. Campbell and Associates, LP** ] (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: [ **Boyd’s Creek Highway Intersection Improvements with Old Knoxville Highway (Federal Project No. STP-M-338(9), State Project No. 78LPLM-F3-048, PIN 128581.00** ] (“Project”).

Engineer’s services under this Agreement are generally identified as follows: **Scope of services re to generally provide NEPA, Field Survey and Roadway plans for the above improvement. Detailed Scope can be found in the attached Exhibit A letter “Proposal for Engineering Services” and the Exhibit B “TDOT Man-Day Estimate Form”** ] (“Services”).

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the within a reasonable period of time as dictated by the NEPA and TDOT process.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:

1. A total Project Lump Sum amount of **\$136,300.00**. This amount is to be paid pro-rata based on the percent complete of the following milestones:

a. NEPA (includes 50% of survey)	<b>\$ 70,107.33</b>
b. Preliminary Plans (includes 50% of survey)	<b>\$ 24,800.00</b>
c. ROW Plans (includes permits)	<b>\$ 25,000.00</b>
d. Construction Plans	<b>\$ 16,392.67</b>
2. In addition to the Lump Sum amount, reimbursement for the following expenses – **TDEC and other review fees not to exceed \$3,000.00**
3. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

## 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole

risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
  - H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
  - I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
  - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
  - K. This Agreement is to be governed by the law of the state in which the Project is located. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
  
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

*Attachments:* Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [City of Sevierville ]

Engineer: [ Robert G. Campbell and Associates, LP ]

By: [ ]

By:



Print name: [ ]

Print name: [ Robert G. Campbell, PE ]

Title: [ ]

Title: [ President ]

Date Signed: [ ]

Date Signed: [ 9/2/19 (original) re-signed 2/16/24 ]

Engineer License or Firm's Certificate No. (if required):

105841

State of: [ Tennessee ]

Address for Owner's receipt of notices:

[ ]

Address for Engineer's receipt of notices:

**RGC&A**

**7523 Taggart Lane**

**Knoxville, TN 37938**

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **September 2, 2019**

## **Engineer's Standard Hourly Rates**

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### *A. Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

### *B. Schedule of Hourly Rates:*

<b>RGC&amp;A Rate Sheet Job Description</b>	<b>Hourly Rate</b>
Principal	\$ 210
Senior Roadway Design Engineer	\$ 180
Senior Site Design Engineer	\$ 180
Senior Utility Engineer	\$ 135
Survey Manager	\$ 135
Construction Service Manger	\$ 120
Design Engineer - PE	\$ 110
Design Engineer - FE	\$ 95
Roadway CAD Tech	\$ 100
Site/Utility CAD Tech	\$ 70
Survey CAD Tech	\$ 80
Two Person Survey Crew	\$ 125
Three Person Survey Crew	\$ 160
Resident Inspection	\$ 90
Administrative	\$ 65
GPS Survey Equipment	\$ 40
LIDAR Survey Equipment	\$ 100



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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of mini-split HVAC systems for Public Works renovations in the amount of \$12,555.65.

**PRESENTATION:** Public Works renovations total budget is \$62,000.  
- Locker replacement for \$17,176.11 was approved 3/4/24.  
- HVAC replacement for equipment is \$12,555.65.

**REQUESTED ACTION:** Approval of purchase of HVAC systems for \$12,555.65.

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



**BID TABULATION FORM**

PO #: \_\_\_\_\_  
Date: 3-22-2024 By: D.Curd

<u>Public Works</u>			Bidder Name		Bidder Name		Bidder Name	
Vendor			United Refrigeration, Inc.		Johnstone Supply		Daikin Applied	
Telephone			865-453-1721		865-286-5982		423-208-4331	
Quote By			Jim Marable		Tommy Cox		Brian Munyon	
Item #	Description	Quantity	Unit \$	Total Price	Unit \$	Total Price	Unit \$	Total Price
	Office HVAC			\$ 14,345.36		\$ 12,555.65		\$ 16,876.72
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -
<b>Total Bid</b>			\$	14,345.36	\$	12,555.65	\$	16,876.72
F.O.B.								
Delivery Time								



JOHNSTONE - PIGEON FORGE, TN 319  
 1039 CHARLOTTE COURT  
 PIGEON FORGE, TN 37863  
 865-286-5982



# Quotation

EXPIRATION DATE	QUOTE NUMBER
04/21/2024	319-101396293
JOHNSTONE - PIGEON FORGE, TN 319 1039 CHARLOTTE COURT PIGEON FORGE, TN 37863 865-286-5982	
PAGE NO.	
2 of 2	

QUOTE TO:

SHIP TO:

CITY OF SEVIERVILLE  
 PO BOX 5500  
 SEVIERVILLE, TN 37864

CITY OF SEVIERVILLE  
 120 GARY WADE BLVD  
 SEVIERVILLE, TN 37862

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
11580	mini split quote		JAMES ROBERTS		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TOMMY COX			NET 10TH	03/22/2024	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
2ea	B20-575 BYFQ60C2W1W WHITE DECOR PANEL		154.180/ea	308.36	
5ea	B20-666 BRC082A42W WHITE WIRELESS CONTROLLER		208.160/ea	1040.80	
2ea	B79-218 DL04060850HJS LINE SET MINI-SPLIT PE WHITE 1/4IN 3/8IN 1/2IN 50FT STRAIGHT END WITH FLARE NUTS		198.430/ea	396.86	
2ea	G80-540 59540702 WIRE MINI-SPLIT COMPACT 600 14 GAUGE 4 CONDUCTOR 600V 50FT SOLID CORE BAG		56.430/ea	112.86	
*****			Subtotal	12555.65	
THANK YOU FOR YOUR BUSINESS			S&H Charges	0.00	
QUOTE ONLY VALID FOR 7 DAYS			Estimated Tax	0.00	
			Amount Due	12555.65	



JOHNSTONE - PIGEON FORGE, TN 319  
 1039 CHARLOTTE COURT  
 PIGEON FORGE, TN 37863  
 865-286-5982



# Quotation

EXPIRATION DATE	QUOTE NUMBER
04/21/2024	319-101396293
JOHNSTONE - PIGEON FORGE, TN 319 1039 CHARLOTTE COURT PIGEON FORGE, TN 37863 865-286-5982	
PAGE NO.	
1 of 2	

QUOTE TO:

SHIP TO:

CITY OF SEVIERVILLE  
 PO BOX 5500  
 SEVIERVILLE, TN 37864

CITY OF SEVIERVILLE  
 120 GARY WADE BLVD  
 SEVIERVILLE, TN 37862

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
11580	mini split quote		JAMES ROBERTS	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
TOMMY COX		NET 10TH	03/22/2024	No
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	
3ea	B66-677 FFQ12W2VJU9 1 TON, MULTI-ZONE INDOOR HEAT CEILING CASSETTE PUMP, 208/230V, R410A	823.220/ea	2469.66	
3ea	B20-575 BYFQ60C2W1W WHITE DECOR PANEL	154.180/ea	462.54	
3ea	B66-955 RX12WMVJU9 MINI-SPLIT HEAT PUMP SINGLE-ZONE OUTDOOR DAIKIN 12K BTUH 19.5SEER2 208/230V R410A	1154.630/ea	3463.89	
3ea	B79-218 DL04060850HJS LINE SET MINI-SPLIT PE WHITE 1/4IN 3/8IN 1/2IN 50FT STRAIGHT END WITH FLARE NUTS	198.430/ea	595.29	
3ea	G80-540 59540702 WIRE MINI-SPLIT COMPACT 600 14 GAUGE 4 CONDUCTOR 600V 50FT SOLID CORE BAG	56.430/ea	169.29	
1ea	B65-695 2MXS18NMVJUA MINI-SPLIT HEAT PUMP MULTI-ZONE OUTDOOR DAIKIN 18K BTUH 208/230V R410A	1945.970/ea	1945.97	
1ea	B66-676 FFQ09W2VJU9 .75 TON, MULTI-ZONE INDOOR CEILING CASSETTE HEAT PUMP, 208/230V, R410A	766.910/ea	766.91	
1ea	B66-677 FFQ12W2VJU9 1 TON, MULTI-ZONE INDOOR HEAT CEILING CASSETTE PUMP, 208/230V, R410A	823.220/ea	823.22	
** Continued on Next Page *		Subtotal		
		S&H Charges		
		Estimated Tax		
		Amount Due		

\*\*\*\*\*  
 \* A C K N O W L E D G E M E N T - Quote Order \*  
 \*\*\*\*\*

SEVI UNITED REFRIGERATION INC  
 1016 OLD KNOXVILLE HWY.  
 SEVIERVILLE TN 37862-3141 (865)453-1721/

-----  
 CUST#: 11303809 SHIP TO: Order Date: 03/19/24 Whse: 547 ORDER#: 95278586-00  
 -----

Placed By Taken By Salesrep Out  
 JM6 547a

BILL TO: (865)453-5504 FAX#: 8654535518  
 CITY OF SEVIERVILLE  
 PO BOX 5500  
 SEVIERVILLE, TN 37864-5500

SHIP TO:  
 CITY OF SEVIERVILLE  
 PO BOX 5500  
 SEVIERVILLE, TN 37864-5500

Customer PO: 185K MULTI W/CASSETTE Special Instructions:

Ship Via: PICK-UP Request Date: 03/20/24 Ship Date: Terms: 1% 10thprox

Line #	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty Um	Unit Price	Net Price
1	2MXS18NMVJUA DAIKIN MULTI ZONE 18K 2 ZONE	1			ea	2069.40000	2069.40
2	FFQ09W2VJU9 DAIKIN 2X2 CASSETTE 09K MINI SPLIT Superseded Prod: FFQ09Q2VJU	1			ea	876.15000	876.15
3	BYFQ60C2W1W DAIKIN DECORATION PANEL WHITE	1			ea	200.31000	200.31
4	FFQ12W2VJU9 DAIKIN 2X2 CASSETTE 12K MINI SPLIT Superseded Prod: FFQ12Q2VJU	1			ea	933.13000	933.13
5	BYFQ60C2W1W DAIKIN DECORATION PANEL WHITE	1			ea	200.31000	200.31
6	BRC082A42W DAIKIN WIRELESS REMOTE	2			ea	270.42000	540.84
7	MSLS143814450-1/2 MINI SPLIT LINE SET	2			ea	320.96000	641.92
							1/4"X3/8" 50' 14/4 WIRE

7 Lines Total Sub Total 5462.06  
 Invoice Total 5462.06  
 \*\* NOT AN INVOICE OR RECEIPT \*\*

\*\* This Quote Will Expire On: 04/18/24 \*\*

Quotations are based on the information provided to us which  
 Continued

\*\*\*\*\*  
\* A C K N O W L E D G E M E N T - Quote Order \*  
\*\*\*\*\*

SEVI UNITED REFRIGERATION INC  
1016 OLD KNOXVILLE HWY.  
SEVIERVILLE TN 37862-3141 (865)453-1721/

-----  
CUST#: 11303809 SHIP TO: Order Date: 03/19/24 Whse: 547 ORDER#: 95278586-00  
-----

Placed By Taken By Salesrep Out  
JM6 547a

BILL TO: (865)453-5504 FAX#: 8654535518  
CITY OF SEVIERVILLE  
PO BOX 5500

SHIP TO:  
CITY OF SEVIERVILLE  
PO BOX 5500

SEVIERVILLE, TN 37864-5500

SEVIERVILLE, TN 37864-5500

Customer PO: 185K MULTI W/CASSETTE Special Instructions:

Ship Via: PICK-UP Request Date: 03/20/24 Ship Date: Terms: 1% 10thprox

Line #	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty Um	Unit Price	Net Price
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may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations and any improper information supplied to us.

\*\*\*\*\*Subject to Credit Approval\*\*\*\*\*

\*\*\*\*\*  
 \* A C K N O W L E D G E M E N T - Quote Order \*  
 \*\*\*\*\*

SEVI UNITED REFRIGERATION INC  
 1016 OLD KNOXVILLE HWY.  
 SEVIERVILLE TN 37862-3141 (865)453-1721/

-----  
 CUST#: 11303809 SHIP TO: Order Date: 03/19/24 Whse: 547 ORDER#: 95277558-00  
 -----

Placed By Taken By Salesrep Out  
 JM6 547a

BILL TO: (865)453-5504 FAX#: 8654535518 SHIP TO:  
 CITY OF SEVIERVILLE CITY OF SEVIERVILLE  
 PO BOX 5500 PO BOX 5500  
 SEVIERVILLE, TN 37864-5500 SEVIERVILLE, TN 37864-5500

Customer PO: 12K MINI W/CASSETTE Special Instructions:

Ship Via: PICK-UP Request Date: 03/20/24 Ship Date: Terms: 1% 10thprox

Line #	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty Um	Unit Price	Net Price
1	FFQ12W2VJU9 DAIKIN 2X2 CASSETTE 12K MINI SPLIT Superseded Prod: FFQ12Q2VJU	3			ea	933.13000	2799.39
2	BYFQ60C2W1W DAIKIN DECORATION PANEL WHITE	3			ea	200.31000	600.93
3	RX12RMVJU9A DAIKIN INVERTER UNIT 12K MINI SPLIT HEAT PUMP Superseded Prod: RX12RMVJU9	3			ea	1236.28000	3708.84
5	MSLS143814450-1/2 MINI SPLIT LINE SET 1/4"X3/8" 50' 14/4 WIRE	3			ea	320.96000	962.88
6	BRC082A42W DAIKIN WIRELESS REMOTE FFQ**Q2VJU	3			ea	270.42000	811.26

5 Lines Total Sub Total 8883.30  
 Invoice Total 8883.30  
 \*\* NOT AN INVOICE OR RECEIPT \*\*

\*\* This Quote Will Expire On: 04/18/24 \*\*

Quotations are based on the information provided to us which may or may not have been complete. Customer is responsible for reviewing this quotation for exclusions, deviations and any improper information supplied to us.

\*\*\*\*\*Subject to Credit Approval\*\*\*\*\*

Continued

5462.06  
 -----  
 Total 14,345.36  
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\*\*\*\*\*  
\* A C K N O W L E D G E M E N T - Quote Order \*  
\*\*\*\*\*

Time: 11:23

SEVI UNITED REFRIGERATION INC  
1016 OLD KNOXVILLE HWY.  
SEVIERVILLE TN 37862-3141 (865)453-1721/

-----  
CUST#: 11303809 SHIP TO: Order Date: 03/19/24 Whse: 547 ORDER#: 95277558-00  
-----

Placed By Taken By Salesrep Out  
JM6 547a

BILL TO: (865)453-5504 FAX#: 8654535518  
CITY OF SEVIERVILLE  
PO BOX 5500

SHIP TO:  
CITY OF SEVIERVILLE  
PO BOX 5500

SEVIERVILLE, TN 37864-3500

SEVIERVILLE, TN 37864-5500

Customer PO: 12K MINI W/CASSETTE Special Instructions:

Ship Via: PICK-UP Request Date: 03/20/24 Ship Date: Terms: 1% 10thprox  
-----

Line #	Product And Description	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty Um	Unit Price	Net Price
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March 24, 2024

To: David Curd – City of Sevierville

Proposal for:

3ea FFQ12W2VJU9 1 TON,  
MULTI-ZONE INDOOR HEAT CEILING  
CASSETTE PUMP, 208/230V, R410A  
3ea BYFQ60C2W1W WHITE DECOR  
PANEL  
3ea RX12WMVJU9 MINI-SPLIT HEAT  
PUMP SINGLE-ZONE OUTDOOR DAIKIN 12K  
BTUH 19.5SEER2 208/230V R410A  
3ea DL04060850HJS LINE SET  
MINI-SPLIT PE WHITE 1/4IN 3/8IN  
1/2IN 50FT STRAIGHT END WITH FLARE  
NUTS  
3ea 59540702 WIRE MINI-SPLIT  
COMPACT 600 14 GAUGE 4 CONDUCTOR  
600V 50FT SOLID CORE BAG  
1ea 2MXS18NMVJUA MINI-SPLIT  
HEAT PUMP MULTI-ZONE OUTDOOR DAIKIN



18K BTUH 208/230V R410A

1ea FFQ09W2VJU9 .75 TON

MULTI-ZONE INDOOR CEILING CASSETTE

HEAT PUMP, 208/230V, R410A

1ea FFQ12W2VJU9 1 TON,

MULTI-ZONE INDOOR HEAT CEILING

CASSETTE PUMP, 208/230V, R410A

2ea BYFQ60C2W1W WHITE DECOR

PANEL

4ea BRC082A42W WHITE WIRELESS

CONTROLLER

2ea DL04060850HJS LINE SET

MINI-SPLIT PE WHITE 1/4IN 3/8IN

1/2IN 50FT STRAIGHT END WITH FLARE

NUTS

2ea 59540702 WIRE MINI-SPLIT

COMPACT 600 14 GAUGE 4 CONDUCTOR

600V 50FT SOLID CORE BAG

**Total (Taxes not included): \$16,876.72 USD**

Can have complete in 4-5 business days

Equipment Only; No installation, Delivery dependent on credit worthiness

Quoted by: Brian Munyan – Account Manager – Daikin Applied - Knoxville



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## Board Memorandum

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**DATE:** April 1, 2024

**AGENDA ITEM:** Consider approval of Task Order No. 4 from Barge Design Solutions for the Water Tank Capacity Study for \$30,000.

**PRESENTATION:** Barge Design Solutions developed our water and sewer models. We have been using the models to guide system upgrades for developments, expansion, and improvements. This Task Order formalizes this project in accordance with the Master Services Agreement of 2019 with Barge. Charges should not exceed \$30,000.

Attached Task Order NO. 4 Water Tank Capacity Study and Scope of Work.

We have no other open Task Orders with Barge Design.

**REQUESTED ACTION:** Approval of Task Order No. 04 with Barge Design Solutions.



**TASK ORDER NO. 4**  
**Water Tank Capacity Study**

This Task Order is made as of the date last signed below by and between City of Sevierville (**Client**) and Barge Design Solutions, Inc. (**Barge**) for the **Water Tank Capacity Study** (Project) in accordance with the terms and conditions of the Master Services Agreement (Agreement) dated July 16, 2019, all of which terms and conditions are incorporated herein by reference.

The Project includes water modeling scenarios to provide an additional 1.5 million gallons (MG) of storage in the distribution system. Additional 0.5 MG storage will be modeled near both the Smithwood Tank and the Douglas Dam Tank. Storage of an additional 0.5 MG will be investigated and modeled. Primary tank siting will be based on system hydraulics before tank type. A water age simulation of the system will be performed. The scope includes an estimated 40 hours to update the model for demands and system infrastructure and operation modifications from the initial 2020 water model. A technical memorandum will document the model updates, tank scenarios, and water age analysis. Two Microsoft Teams meetings are budgeted.

For performance of the Project authorized under this Task Order, **Client** agrees to pay **Barge** for time worked on the project by various personnel plus applicable outside services and other expenses properly charged to the project in accordance with **Exhibit A – Schedule of Standard Charges**. The cost to complete the scope of work is estimated at \$30,000.00.

Client Name	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name: Andrew J. Clark
Title:	Title:
Address:	Address: 520 W. Summit Hill Drive Suite 1202 Knoxville, Tennessee 37902
Date Signed:	Date Signed: