

RESOLUTION NO. 3609

**AGENDA MEMORANDUM
Mental Health Services Provider – 1st Responders
Parkridge Medical Center**

October 24, 2024

Submitted By:



Clint Uselton, Chief of Police

SUBJECT:

First responders are exposed to the risk of significant stress and psychological trauma during the course of their daily job routine. Certified social workers provide psychoeducation to increase awareness of self-regulation and self-care techniques to deal with stress and psychological trauma. Evidence suggests that the availability of a social worker who can provide psychoeducation services to commissioned service workers (Fire and Police), will lead to improved overall well-being and foster 1st responder's interest in the additional resources that are available within the mental health community. Parkridge Medical Center desires to provide social worker services to City of East Ridge 1st responders to promote mental health awareness and improve the health status of those in its community and service area, regardless of ability to pay.

The cost of the Social Worker is \$72.00 / hour and visits will be limited to between 1 to 2 hours per week for the 1st year. Oakbridge Insurance, our healthcare insurance broker, has agreed to cover \$7,000 of costs for the 1st year of services.

RESOLUTION NO. 3609

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN AGREEMENT WITH PARKRIDGE MEDICAL CENTER TO SERVE AS A MENTAL HEALTH SERVICES PROVIDER FOR CITY OF EAST RIDGE FIRST RESPONDERS AND TO APPROVE THE DONATION OF \$7,000 FROM OAKBRIDGE INSURANCE TO COVER THE COST FOR THE FIRST YEAR OF SERVICES

WHEREAS, first responders are exposed to significant stress and psychological trauma during the course of their daily job routine; and

WHEREAS, evidence suggests that the availability of a social worker who can help first responders deal with this stress and trauma will lead to their improved overall well-being; and

WHEREAS, Parkridge Medical Center desires to provide social worker services to the City of East Ridge first responders in order to promote mental health awareness to help them deal with the stress and trauma they face every day; and

WHEREAS, the cost for Parkridge Medical Center to provide the services of a social worker is \$72.00 per hour with visits limited between one and three hours per week; and

WHEREAS, Oakbridge Insurance, our healthcare insurance broker, has agreed to cover \$7,000 of the cost for the first year of services. .

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE as follows:

1. The Mayor is hereby authorized to execute any agreement necessary between the City of East Ridge and Parkridge Medical Center for them to serve as the City's mental health services provider.
2. The donation of \$7,000 from Oakbridge Insurance to cover the costs for the first year of services is hereby approved.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

SOCIAL WORKER SERVICES AGREEMENT

This Social Worker Services Agreement (the "Agreement") is effective as of October 24, 2024 (the "Effective Date") by and between the City of East Ridge ("City") and Parkridge Medical Center, Inc. d/b/a Parkridge Valley Hospital ("Parkridge").

RECITALS:

WHEREAS, the City through its East Ridge Police Department ("ERPD") and Fire Department ("ERFD" and together with ERPD collectively "ER Responders") supports more than sixty (60) employees and is a full-service, state-certified police and fire agency that includes patrol, criminal investigations, special operations, fire services, warrant delivery, records and various specialized units; and

WHEREAS, ER Responders are exposed to the risk of significant stress and psychological trauma during the course of their daily job routine; and

WHEREAS, certified social workers provide psychoeducation to increase awareness of self-regulation and self-care techniques to deal with stress and psychological trauma; and

WHEREAS, evidence suggests that the availability of a social worker who can provide psychoeducation services to ER Responders will lead to improved overall well-being and foster ER Responder's interest in the additional resources that are available within the mental health community; and

WHEREAS, Parkridge desires to provide social worker services to ER Responders in order to promote mental health awareness and improve the health status of those in its community and service area, regardless of ability to pay; and

WHEREAS, the City desires that Parkridge provide social worker services to its ER Responders through the use of state-licensed social workers (each such individual, when serving in such capacity at any given time, is referred to herein as the "Social Worker").

NOW, THEREFORE, for and in consideration of the foregoing recitals (which are hereby made a part of this Agreement) and of the mutual covenants, promises, agreements, obligations, and conditions contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services.** Parkridge will provide social worker services (the "Services") on-site at the East Ridge Police & Fire Department station (4214 Ringgold Road) 1-2 times per week for approximately one (1) hour sessions scheduled to coincide with ER Responders' shift changes. The Services are intended to accomplish the following goals (collectively the "Goals"): promote mental health awareness; emphasize the importance of good mental health; remove stigma associated with mental health services; help ER Responders gain knowledge about mental health and recognize symptoms of mental health issues; and promote mental and overall wellbeing.
2. **Space, Equipment and Supplies; Support Services.**
 - a. The City, at its own expense, will make available the necessary space ("Designated Location") for the delivery of the Services.
 - b. The City agrees that the Designated Location for the Services to be provided by Parkridge's Social Workers will be sufficient to effectuate and support the Goals.
 - c. All Social Workers will comply with ERPD and ERFD regulations established for the Designated Location (i.e., not entering restricted areas within the ERPD or ERFD station, no removal of ERPD or

ERFD property, confidentiality of ERPD and ERFD records); the City will provide prior notice of all such regulations to the Social Workers.

- d. The City reserves the right to prohibit any Social Worker from providing Services under this Agreement, as well as to select or otherwise choose an alternative Social Worker at its discretion, provided, however, such right or discretion will not be based on age, sex, handicap, color, race, creed, gender, gender identity, religion, sexual orientation, origin, or membership in any other legally-protected class established now or in the future.

3. **Billing/Compensation.**

- a. The City will compensate Parkridge an amount equal to Seventy-Two and 00/100 Dollars (\$72.00) per hour of time (or portion thereof billed in increments of quarter-hours) spent by the Social Worker on-site at the City's Designated Location. Parkridge will invoice the City monthly, with payment due thirty (30) days after receipt.
- b. The parties agree that the compensation paid to Parkridge under this Agreement is intended to be fair market value compensation for the Services provided.

4. **Non-Endorsement.** The City does not license, endorse, or recommend any particular medical provider, nor does the City make any representations about the quality of care given by any medical provider under this Agreement. The City urges its employees to carefully evaluate all medical providers when choosing a medical provider.

5. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue for a term of one (1) year, unless terminated earlier in accordance with the terms and provisions hereof. Either party may terminate this Agreement with or without cause upon provision of thirty (30) days' advance written notice to the other party.

Notwithstanding the foregoing, either party may immediately terminate this Agreement in the event of a material breach by the other party, provided that written notice has been provided to the breaching party and said breach has not been cured within ten (10) business days of the breaching party's receipt of such notice.

6. **Qualifications; Good Standing.**

- a. At all times during the term of this Agreement, the Social Worker will hold the appropriate state license to provide the Services by the State of Tennessee.
- b. Parkridge hereby warrants that neither it nor the Social Worker, has been excluded from participation in the Medicare and/or Medicaid programs and/or convicted of a federal healthcare program offense, and that there are no adverse proceedings pending to exclude them from participation in the Medicare and/or Medicaid programs and/or alleging that they have committed a federal healthcare program offense. This constitutes an ongoing representation and warranty for the term of this Agreement.
- c. Parkridge and the City agree that a breach of the terms of this "Qualifications; Good Standing" section will constitute grounds for the non-breaching party to terminate this agreement immediately upon written notice notwithstanding the cure provisions set forth in the previous section.

7. **Independent Contractor.** In performance of the duties and obligations under this Agreement, it is mutually understood and agreed that each party to this Agreement is at all times acting and performing as an independent contractor with respect to other party and neither party to this Agreement is an employee, agent, partner of, or joint venturer with the other party.

8. **Insurance.**

- a. Parkridge, at its sole expense, shall maintain professional liability insurance coverage for the Social Worker in an amount not less than \$1,000,000 per occurrence.
- b. The City's risk management and insurance coverage is administered by Public Entity Partners, a non-profit organization, and meets the tort limits under the Governmental Tort Liability Act, codified at T.C.A. § 29-20-403, which limits are \$300,000 per person and \$700,000 per occurrence for bodily injury, and \$100,000 per occurrence for property damage. With respect to any covered loss that is deemed not to be subject to the GTLA tort limits, the City has coverage of \$2,000,000.

9. **Compliance with Law.** It is the intent of the parties that this Agreement comply with and meet the requirements of existing federal, state, and local law, including without limitation the Ethics in Patient Referrals Act (42 U.S.C. § 1395nn) and accompanying regulations (42 CFR Part 411), more commonly known as the Stark Law, and the Medicare and Medicaid Anti-Fraud and Abuse Law (42 U.S.C. § 1320a-7b) and safe harbor regulations (42 CFR §1001.952), more commonly known as the Anti-Kickback Law. Accordingly, if either party determines in good faith that this Agreement fails to comply with such laws and regulations or other federal or state legislative and/or administrative regulations, or interpretations thereof, then such party may, immediately upon written notice to the other party specifying the grounds therefore, suspend performance of all non-complying obligations under this Agreement. Immediately thereafter, the parties will confer in good faith and attempt to modify this Agreement to comply with applicable law as provided in this section, and performance of all non-complying obligations hereunder will be suspended until such modifications have been completed. If said modifications(s) is made necessary because of legislative or administrative change or changes in interpretation and application of such laws and regulations and is not mutually agreeable between the parties, either party may immediately terminate this Agreement upon written notice to the other party.

The parties agree that there is no requirement that either party make any referrals to, or be in a position to make or influence referrals to, or otherwise generate business for the other party as a condition for entering into and performing under this Agreement.

10. **Confidentiality.** Both parties will respect the confidentiality of all Patient Information and Records and comply with all applicable laws and regulations concerning their maintenance and protection, including the Health Insurance Portability and Accountability Act ("HIPAA") and any regulations promulgated thereunder relating to Patient Information and Records. "Patient Information and Records" is defined consistently with applicable law and includes, without limitation, any and all "Protected Health Information," as that term is defined by HIPAA, any and all individually identifying information concerning patients, and any and all records generated by Parkridge, the City, their employees, or any physician, including patient charts indicating the status of patients' physical health, the treatment administered to the patients, any diagnosis made with regard to the patients, any medications prescribed for the patients, any other services rendered to patients by Parkridge, the City, their employees, or any physician. Violation of this section by either party will constitute a material breach of this Agreement, authorizing the other party to immediately terminate this Agreement notwithstanding the cure provisions set forth in the "Term and Termination" section above.

11. **Miscellaneous.**

- a. **Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated to a third party by either party without the prior written consent of the other party.
- b. **Applicable Law/Jurisdiction.** This Agreement will be construed and enforced in accordance with the laws of the State of Tennessee. The parties hereby consent and agree that any legal proceeding involving the enforcement and/or construction of this Agreement, or that relates to any dispute under this Agreement, will be brought only in a federal or state court in the state of Tennessee, and that the Eastern District of Tennessee or Hamilton County, Tennessee is the proper situs of venue in any such matter.
- c. **Notices.** Any written notice required to be provided hereunder will be deemed provided if hand delivered to or mailed, postage prepaid, to (1) City of East Ridge, *Attention, City Manager*, 1517

Tombras Avenue, Chattanooga, Tennessee 37412; and (2) Parkridge Valley Hospital, Attn: CFO, 2200 Morris Hill Road, Chattanooga, TN 37421.

- d. **Waiver.** The waiver of a breach of any provision of this Agreement will not operate and may not be construed as a waiver of any subsequent breach or the applicability of that or any other term or provision.
- e. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of any such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any of the provisions contained in this Agreement are for any reason held to be excessively broad as to duration, scope, activity or subject, it will be construed by limiting and reducing it, so as to be valid and enforceable to the extent compatible with the applicable law or the determination by a court of competent jurisdiction.
- f. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, arrangements, writings, or other documents heretofore entered into by the parties.
- g. **Amendments.** No amendments or modification of the terms and conditions of this Agreement will be valid unless made in writing and signed by each of the parties.
- h. **Captions.** The captions and other headings in this Agreement are inserted solely as a matter of convenience and for reference and may not be used as a part of this Agreement or in construing this Agreement.

PARKRIDGE MEDICAL CENTER, INC.

CITY OF EAST RIDGE, TENNESSEE

d/b/a Parkridge Valley Hospital

By: _____

By: Brian Williams

Title: _____

Title: Mayor

Date: _____

Date: October 24, 2024

RESOLUTION NO. 3610

AGENDA MEMORANDUM
REPLACEMENT OF GUARDRAILS

October 24, 2024

Submitted By:


Chris Vaughn, Street Dept. Supervisor

SUBJECT: Replacement of Guardrails

The Street Department is requesting approval for replacement of guardrails at the following locations due to safety concerns:

1. 314 Camp Jordan Parkway
2. 5401 Connell Street
3. 3501 Bennett Road
4. Anderson Ave. @ Altamaha St.

The cost to replace the guardrails will be \$23,165.60 from Tennessee Guardrail, Inc, through the 2024 TDOT guardrail maintenance contract #CNY089. The funds to pay for the project will come from the Street Department Budget.

RESOLUTION NO. 3610

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE
TO HAVE GUARDRAILS REPLACED AT FOUR LOCATIONS
BY TENNESSEE GUARDRAIL, INC. THROUGH THE 2024
TDOT GUARDRAIL MAINTENANCE CONTRACT #CNY089**

WHEREAS, the City of East Ridge is in need of replacing guardrails at the following locations:

- 314 Camp Jordan Parkway
- 5401 Connell Street
- 3501 Bennett Road
- Anderson Avenue @ Altamaha Street

WHEREAS, the City of East Ridge wishes to have the guardrails replaced by Tennessee Guardrail, Inc. through the 2024 TDOT Guardrail Maintenance Contract #CNY089; and

WHEREAS, the total cost to replace the guardrails at the four locations is \$23,165.60; and

WHEREAS, the funds to pay for this project will come from the Street Department budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to have the guardrails replaced by Tennessee Guardrails, Inc. at the following locations through the 2024 TDOT Guardrail Maintenance Contract #CNY089:

- 314 Camp Jordan Parkway
- 5401 Connell Street
- 3501 Bennett Road
- Anderson Avenue @ Altamaha Street

BE IT FURTHER RESOLVED that the cost for replacement of the guardrails is \$23,165.60, with funds to pay for the project coming from the Street Department budget.

BE IT FURTHER AND FINALLY RESOLVED that this resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____, 2024.

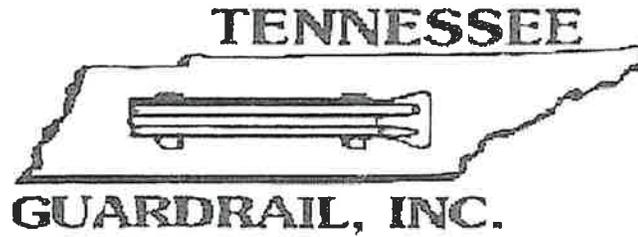
Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



To:	CITY OF East Ridge	Contact:	Chris Vaughn			
Address:	323 Camp Jordan Parkway East Ridge, TN 37412	Phone:	(423) 413-4857			
Project Name:	East Ridge - Park	Bid Number:	202405017			
Project Location:	314 Camp Jordan PKWY, East Ridge	Bid Date:	10/16/2024			
Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	705-02.02	SINGLE GUARDRAIL (TYPE 2)	37.50	LF	\$48.00	\$1,800.00
	706-10.26	ROUNDED END ELEMENT	2.00	EACH	\$100.00	\$200.00
	717-01	MOBILIZATION	1.00	LS	\$2,500.00	\$2,500.00
Total Bid Price:						\$4,500.00

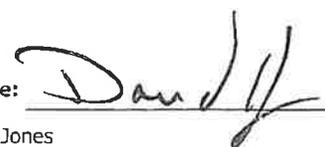
Notes:

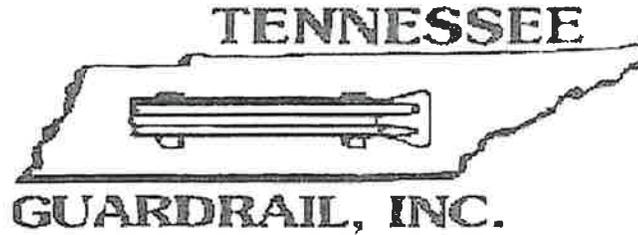
- If a bond is required for our work, the cost adder is 1% of our total bid.
- Prime Contractor will remove all old existing foundations, footings, and/or terminal anchors.
- Dirt work, seeding and mulching to be done by others.
- Engineering, clearing, staking, and access to construction areas is the responsibility of the Prime Contractor or Owner.
- Our quotation does not include bond premiums, association assessments or taxes of any kind.
- Temporary restroom facilities are provided by others.
- g On installed items, it is the Prime Contractor's responsibility to ensure that the work area is available to Tennessee Guardrail, and if such cannot be performed, the Prime Contractor will be responsible for a \$1500.00 per day minimum call-in charge.
- Tennessee Guardrail is not responsible for any penalties or assessments due to late or non-delivery from suppliers; strikes; or conditions beyond our control.
- If case of utility conflict that requires hand digging a charge of \$100 per hole charge will be applied

Payment Terms:

***This estimate is good for 30 days from the date delivered.**

Retainage will not be withheld from Tennessee Guardrail in excess of the amount withheld by the owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tennessee Guardrail, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: David Jones 865-522-9734 djones@tennesseeguardrail.com</p>
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To:	CITY OF East Ridge	Contact:	Chris Vaughn
Address:	323 Camp Jordan Parkway East Ridge, TN 37412	Phone:	(423) 413-4857
Project Name:	East Ridge 5401 Connel	Bid Number:	202405017
Project Location:	5401 Connel St, East Ridge	Bid Date:	10/16/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	705-02.02	SINGLE GUARDRAIL (TYPE 2)	12.50	LF	\$48.00	\$600.00
	706-10.30	Guardrail End Terminal Type 21	1.00	EACH	\$3,865.00	\$3,865.00
	706-10.54	RE-ALIGN GUARDRAIL	12.50	LF	\$12.00	\$150.00
	717-01	MOBILIZATION	1.00	LS	\$2,500.00	\$2,500.00
Total Bid Price:						\$7,115.00

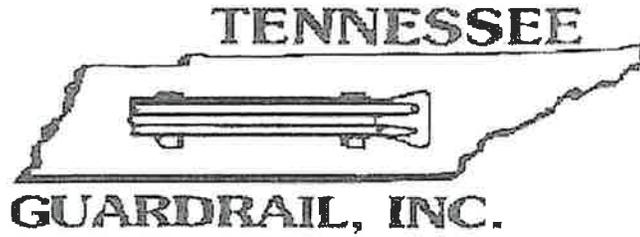
Notes:

- If a bond is required for our work, the cost adder is 1% of our total bid.
- Dirt work, seeding and mulching to be done by others.
- Engineering, clearing, staking, and access to construction areas is the responsibility of the Prime Contractor or Owner.
- Our quotation does not include bond premiums, association assessments or taxes of any kind.
- Temporary restroom facilities are provided by others.
- On installed items, it is the Prime Contractor's responsibility to ensure that the work area is available for Tennessee Guardrail items, and if such cannot be performed, the Prime Contractor will be responsible for a \$1,500.00 per day minimum call-in charge.
- Tennessee Guardrail is not responsible for any penalties or assessments due to late or non-delivery from suppliers; strikes; or conditions beyond our control.
- In case of utility conflicts, causing hand digging a charge of \$100 per hole will be added.

Payment Terms:

*This estimate is good for 30 days from the date it is delivered.
Retainage will not be withheld from Tennessee Guardrail in excess of the amount withheld by the owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tennessee Guardrail, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: David Jones 865 522 9731 djoncs@tennesseeguardrail.com</p>
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To:	CITY OF East Ridge	Contact:	Chris Vaughn
Address:	323 Camp Jordan Parkway East Ridge, TN 37412	Phone:	(423) 413-4857
		Fax:	
Project Name:	East Ridge - 3501 Bennett Rd	Bid Number:	202405021
Project Location:	3501 Bennett Rd., East Ridge	Bid Date:	10/16/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	705-01.04	METAL BEAM GUARD FENCE	12.50	LF	\$155.00	\$1,937.50
	705-02.02	SINGLE GUARDRAIL (TYPE 2)	25.00	LF	\$48.00	\$1,200.00
	706-06.03	RADIUS RAIL	50.00	LF	\$35.00	\$1,750.00
	706-10.26	ROUNDED END ELEMENT	2.00	EACH	\$100.00	\$200.00
	717-01	MOBILIZATION	1.00	LS	\$2,500.00	\$2,500.00
Total Bid Price:						\$7,587.50

Notes:

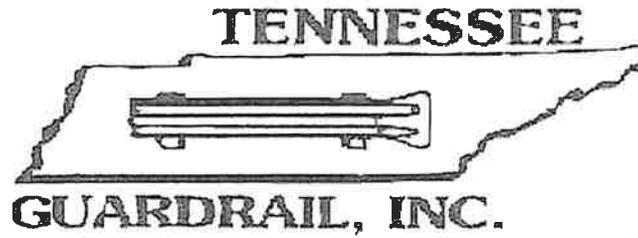
- **If a bond is required for our work, the cost adder is 1% of our total bid.**
- Dirt work, seeding and mulching to be done by others.
- Engineering, clearing, staking, and access to construction areas is the responsibility of the Prime Contractor or Owner.
- Our quotation does not include bond premiums, association assessments or taxes of any kind.
- Temporary restroom facilities are provided by others.
- On installed items, it is the Prime Contractor's responsibility to ensure that the work area is available for Tennessee Guardrail and if such cannot be performed, the Prime Contractor will be responsible for a \$1,500.00 per day minimum call-in charge.
- Tennessee Guardrail is not responsible for any penalties or assessments due to late or non-delivery from suppliers; strikes; or conditions beyond our control.
- If utility Conflict exist requiring hand digging, additional \$100 per hole will be charged.

Payment Terms:

***This estimate is good for 30 days after the date delivered.**

Retainage will not be withheld from Tennessee Guardrail in excess of the amount withheld by the owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tennessee Guardrail, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: David Jones 865-522-9734 djones@tennesseeguardrail.com</p>
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To: CITY OF East Ridge	Contact: Chris Vaughn
Address: 323 Camp Jordan Parkway East Ridge, TN 37412	Phone: (423) 413-4857
Project Name: East Ridge - Anderson Ave. At Altamaha St.	Bid Number: 202405017
Project Location: Anderson Ave. And Altamaha St., East Ridge, TN	Bid Date: 10/16/2024

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	705-02.02	SINGLE GUARDRAIL (TYPE 2)	12.50	LF	\$48.00	\$600.00
	706-06.03	RADIUS RAIL	6.30	LF	\$87.00	\$548.10
	706-10.26	ROUNDED END ELEMENT	1.00	EACH	\$100.00	\$100.00
	706-10.80	MICHIGAN AND MODIFIED MICHIGAN END SHOE	1.00	EACH	\$215.00	\$215.00
	717-01	MOBILIZATION	1.00	LS	\$2,500.00	\$2,500.00
Total Bid Price:						\$3,963.10

Notes:

- **If a bond is required for our work, the cost adder is 1% of our total bid.**
- Prime Contractor will remove all old existing foundations, footings, and/or terminal anchors.
- Dirt work, seeding and mulching to be done by others.
- Engineering, clearing, staking, and access to construction areas is the responsibility of the Prime Contractor or Owner.
- Our quotation does not include bond premiums, association assessments or taxes of any kind.
- Temporary restroom facilities are provided by others.
- On installed items, it is the Prime Contractor's responsibility to ensure that the work area is available for Tennessee Guardrail items, and if such cannot be performed, the Prime Contractor will be responsible for a \$1500.00 per day minimum call-in charge.
- Tennessee Guardrail is not responsible for any penalties or assessments due to late or non-delivery from suppliers; strikes; or conditions beyond our control.
- If utility conflict exist requiring hand digging, additional \$100 per hole will be charged.

Payment Terms:

***This estimate is good for 30 days from the date it is provided.**
Retainage will not be withheld from Tennessee Guardrail in excess of the amount withheld by the owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Tennessee Guardrail, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: David Jones 865-522-9734 djones@tennesseeguardrail.com</p>
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- The length of the agreement shall not extend beyond eight (8) years from the service commencement date.
- Minimum 30-day cancellation by either party prior to the expiration of the current term.

To give you an idea of the cost that the City will be confronting under a new agreement is as follows (based on 800 tons per month):

- The expired agreement with Capital Waste Services rate was \$33.91 per ton which equated to \$27,128 per month (\$325,536 annually)
- A continued agreement with Capital Waste Services at an adjusted rate of \$55 per ton which would equate to \$44,000 per month (\$528,000 annually).
- An agreement with City Waste at their quoted rate of \$43.75 per ton would equate to \$35,000 per month (\$420,000 annually).

Should the City Council approve the solid waste disposal service agreement with City Waste the service would commence on November 1, 2024.

Attachment

JSM/

RESOLUTION NO. 3611

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH WASTE CONNECTIONS OF
TENNESSEE DBA CITY WASTE, LLC FOR SOLID WASTE
DISPOSAL/TRANSFER STATION SERVICES**

WHEREAS, the City of East Ridge advertised a Request for Proposals for Solid Waste Disposal/Transfer Station Services on September 19, 2024; and

WHEREAS, proposals were received and opened on October 10, 2024 beginning at 2:00 pm EDT; and

WHEREAS, Waste Connections of Tennessee dba City Waste, LLC has agreed to provide solid waste disposal services for the first year of the agreement for the amount of \$43.75 per ton, to be adjusted each year to reflect changes in the Consumer Price Index for All Urban Consumers (CPI) US City Average-Garbage and Trash Collection (September to September), as published by the United States Bureau of Labor Statistics.; and

WHEREAS, the City of East Ridge agrees to transport solid waste disposal to the Waste Connections of Tennessee dba City Waste, LLC site located at 3105 Freeman Street, Chattanooga, TN 37406.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor is authorized to enter into an agreement with Waste Connections of Tennessee dba City Waste, LLC for solid waste disposal/transfer station services.

BE IS FURTHER RESOLVED, the City will pay \$43.75 per ton for solid waste disposal services, to be adjusted each year to reflect changes in the Consumer Price Index for All Urban Consumers (CPI) US City Average-Garbage and Trash Collection (September to September), as published by the United States Bureau of Labor Statistics.

BE IT FURTHER AND FINALLY RESOLVED that this resolution shall take effect immediately, the public welfare requiring it.

Adopted on the _____ day of _____ 2024.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

**SOLID WASTE DISPOSAL AGREEMENT BETWEEN
THE CITY OF EAST RIDGE, TENNESSEE AND
WASTE CONNECTIONS OF TENNESSEE DBA CITY WASTE LLC**

THIS AGREEMENT is made and entered into as of the _____ day of November 2024 by and between, WASTE CONNECTIONS OF TENNESSEE DBA CITY WASTE LLC (hereinafter sometimes referred to as “Contractor”) and the CITY OF EAST RIDGE, TENNESSEE (CITY), whose address is 1517 Tombras Avenue, East Ridge, Tennessee 37412

In consideration of the mutual undertakings and agreements of the parties set forth herein and other good and valuable consideration the receipt of which of hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions** When used herein the following terms when capitalized shall have the meanings set forth below.

“Change in Law” means any amendment to, or promulgation of, or change in the interpretation of enforcement of any federal, state or local statute, regulation, ordinance, levy, tax or surcharge after the Service Commencement Date.

“City Waste” shall mean Solid Waste Collection by the City or its contractors from within the City’s municipal borders or wherever else the City or its contractors collect Solid Waste.

“Force Majeure” shall mean riots, wars, strikes, civil disturbances, insurrections, acts of terrorism, epidemics, landslides, volcanic eruptions, earthquakes, lightning, floods, washouts, explosions, fires, inclement weather which impedes the safe operation of either party’s equipment, changes in law, and any federal, state or local government’s orders or decisions any of which are beyond the reasonable control of the applicable party (but specifically excluding financial incapability) and which necessarily and unavoidably prevents performance of this Agreement but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

“Hazardous Waste” shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by any State having jurisdiction to be “hazardous” as that

term is defined by or pursuant to federal or state law so as to prohibit said waste from being disposed or at public landfills of the same type and character as the Landfill.

“Service Commencement Date” shall mean November 1, 2024 or any other date mutually agreed to in writing by Vendor and the CITY.

“Solid Waste” shall mean any garbage and other types of waste material allowed to be accepted for disposal at public landfills, but excluding any Hazardous Waste, Special Waste, Yard Waste or Construction debris.

“Special Waste” shall mean any solid waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by the CITY and Vendor in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to mining wastes, fly ash, combustion ash, sludge, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from cleanup of a spill.

“Landfill” shall mean Chattanooga transfer to Rhea County Landfill and/or the landfill currently utilized by Contractor.

“Transfer Station” shall mean the facility for the receipt and transfer of Solid Waste owned and operated by CITY WASTE LLC in Hamilton County, Tennessee.

“Transfer” shall mean the physical processes required by manpower and equipment to move Solid Waste from City collection vehicles to the operating floor of the Transfer Station, and ultimately to the trailers to be utilized for transport by Vendor or its contractor to the landfill.

“Ton” shall mean 2,000 pounds.

“Yard Waste” shall mean all grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one’s yard whether residential or commercial.

2. **Operations** The City agrees that during the term of this Agreement it will deliver all City Waste exclusively to the Transfer Station for purposes of transfer and disposal of such City Waste to the Landfill for ultimate disposal. Vendor or its contractor will transfer and transport such City Waste in such manner as to comply with all laws relating to the hauling of Solid Waste to the ultimate disposal site. All activities of the City and vendor: CITY WASTE LLC shall occur promptly and in any event within

the time periods required for Solid Waste hauling and transport mandated by applicable laws and regulations. Until further notice from vendor to the City, disposal site will be the Landfill.

The weights of all City Waste that are delivered to the Transfer Station shall be accurately determined by the use of certified scales. Weights of all City Waste delivered to the Transfer Station shall be determined at the time the City Waste enters the Transfer Station by Vendor. Each party shall have the right to test such scales at such testing party's cost to verify the accuracy thereof. Weight tickets shall be provided to the truck operator upon weighing at scales.

The Transfer Station shall be open to accept City Waste during the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. on Saturday. The Transfer Station may be closed at the option of Vendor on the following holidays:

New Years Day	Thanksgiving	Memorial Day	Labor Day
Christmas Day	Christmas Eve	4 th of July	Good Friday
Martin Luther King Day			

- 3. Transfer Station** Vendor shall make available the Transfer Station for acceptance of City Waste under this Agreement.
- 4. Disposal Site** Vendor will also be responsible for furnishing both transportation of City Waste from the Transfer Station and the ultimate disposal of the City Waste at the Landfill. Vendor may change such disposal site at any time during this Agreement by written notice to the City.
- 5. Term and Renewal** This Agreement shall commence on the Service Commencement Date: **November 1, 2024** and shall expire on: **October 31, 2025**. Thereafter, this Agreement shall automatically renew for an additional one year term unless either party has within thirty (30) days prior to the expiration of current term of the Agreement given written notice of its election to terminate this Agreement. However, in no event shall the entire length of this Agreement extend beyond eight (8) years from the Service Commencement Date.
- 6. Payment** As payment for the transfer, transport and disposal services provided hereunder, the City shall pay to Vendor, CITY WASTE LLC, at the rate of **\$43.75** per ton of City Waste received at the Transfer Station during the first year term of this Agreement and increased thereafter as described in Section 7. Fractional tonnage

shall be charged according to the percentage of the per ton rate.

Vendor shall invoice the City monthly for the amounts so determined. Invoices shall be mailed to City of East Ridge, 1517 Tombras Avenue, East Ridge, Tennessee 37412. The City shall have twenty (20) days from the date of invoice to pay such invoice.

7. **Adjustment of Prices** (a) After expiration of the initial one (1) year term, the prices set forth in Section 6 hereof shall be adjusted each year to reflect changes in the Consumer Price Index for All Urban Consumers (CPI-U) U.S. City Average – Garbage and Trash Collection. The first rate change shall be effective on the anniversary date of the Service Commencement Date and subsequent adjustments shall be effective on the same date in each year thereafter.

(b)The “C.P.I.” for purposes of this Section shall be Consumer Price Index for All Urban Consumers (C.P.I.), U.S. City Average – Garbage and Trash Collection (September to September), as published by the United States Bureau of Labor Statistics.

8. **Representations of Vendor** represents that it is a Limited Liability Company, duly formed and validly existing under the laws of the State of Tennessee and is duly qualified to do business in all States where applicable for purposes of this Agreement. Vendor further represents and warrants that the execution, delivery and performance of this Agreement by Vendor has been duly and validly authorized by all necessary corporate and any other required action and that this Agreement constitutes the legal, valid and binding obligations of Vendor enforceable in accordance with its terms except as to the enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally.
9. **Representation of the City** The City represents that it is a duly formed and validly existing municipality laws of the State of Tennessee, with all power and authority to enter into this Agreement and to undertake the activities required of it hereunder. The City further represents that its governing body had been duly elected or appointed and that the City is, and will continue to be throughout the term hereof, validly existing and in good standing under the laws of the State of Tennessee. The execution, delivery and performance of this Agreement by the City have been duly and validly authorized by the City, the persons signing this Agreement on behalf of the City have full power and authority to bind the City to this Agreement, and this

Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms except as to the enforceability thereof may be limited to bankruptcy, insolvency, or similar laws affecting the rights of creditors generally.

10. **Special Representation Concerning City Waste** The City represents and warrants that all City Waste Delivered by it to the Transfer Station will consist only of Solid Waste as defined in this Agreement and will not include Hazardous Waste or Special Waste or Yard Waste. Any waste rejected by Vendor or its contractors at the Transfer Station by reason of failure of said waste to comply with the provisions of this Section shall be promptly removed by the City at the City's sole expense. Once any Waste has been received by Vendor, all title to such Waste shall pass to Vendor.
11. **Inspection of Records** The City has a right to inspect records relating to the servicing of this Agreement to satisfy an audit or other request from a Federal or State Governmental agency and/or by the City of East Ridge. The City also has the right to inspect the handling of their waste at the Transfer Station or the disposal of their waste at the designated landfill, with prior written notice. Such inspection shall occur during normal business hours and shall be made only by authorized employees or authorized agents of East Ridge, its contractors, or other qualified government entities.
12. **Inspection of Waste** Vendor or its contractors shall have the right to inspect any incoming loads of City Waste delivered to the Transfer Station for compliance hereunder and Vendor or its contractors reserve the right to reject any non-conforming waste found in such load as determined in Section 10 above and in the event of such will provide immediate verbal notice, followed by written Notice of same, and the reasons therefore to City.
13. **Independent Contractor** Vendor and its subcontractors, if any, shall perform all work under this Agreement as an independent contractor. Vendor and its contractors are not, and shall not be considered, an employee, agent or servant of the City for any purposes under this Agreement or otherwise, neither shall any of City's contractors, employees or agents be nor shall they be considered, employees, agents, subagent or servants of Vendor or its subcontractors for any purpose under this Agreement, or otherwise.
Nothing in this Agreement shall be construed as giving either party any duty to supervise or control any acts or omissions of the other party hereto or its officers, agents, employees, representatives or contractors.

14. **Insurance – Vendor** During the term hereof, Vendor and each and every subcontractor utilized by Vendor shall maintain sufficient insurance to insure against all risks as is customarily maintained in similar businesses operating in the same vicinity. The coverages maintained by Vendor and each and every subcontractor utilized by Vendor under this Agreement shall meet the requirement of the City:

Type	Amount
Worker’s Compensation	Statutory
Employer’s Liability	\$500,000.00
Comprehensive General Liability	\$2,000,000.00
Auto Liability	\$2,000,000.00

15. **Default** In the event that either party contends that the other has breached a provision of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party, and demand a cure. In the event that the breach would result in immediate injury to the party making demand, the breaching party shall affect a cure within five (5) business days. In the event of notice of any other breach, the breaching party shall affect a cure within fifteen (15) business days.

In the event that the breaching party fails to affect a cure within the time period set forth above, the non-breaching party shall be entitled to terminate this contract and/or to pursue all other remedies available at law or in equity.

Nothing contained in this Section shall be construed to be a waiver of any remedy available to either party, at law or in equity.

16. **Force Majeure** In the event that either party is rendered unable, wholly or in part, by the occurrence of a Force Majeure to carry out any of its obligations under this Agreement, then that party’s obligations, to the extent affected by such occurrence, shall be suspended during the continuance of such inability.

In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to modify its obligations, such party shall notify the other party in writing as soon as reasonably possible, setting forth the particular circumstances. Notices shall likewise be given after the effect of such occurrence has ceased.

In the event that because of Force Majeure, either party is unable to perform its obligations hereunder for a period in excess of thirty (30) days, the other party shall be entitled to terminate this Agreement.

17. **Amendments to the Agreement** All provisions of this Agreement shall be strictly complied with and conformed to by the parties and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided in such amendment.
18. **Waiver** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance unless evidenced in writing. Where the condition to be waived is a material part of this Agreement such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of an amendment to this Agreement as provided for in the preceding Section.
19. **Notice** Vendor shall direct all notices and correspondence under this Agreement for the City to:

City of East Ridge
Attn: City Manager
1517 Tombras Avenue
East Ridge, TN 37412

City shall direct all notices and correspondence under this Agreement for to:

City Waste LLC
Attn: District Manager
3105 Freeman Street
Chattanooga, TN 37406

Notices shall be deemed given up seven (7) days from the date postmarked and shall be sent certified mail; return receipt requested, postage prepaid.
20. **Assignment** This Agreement may not be assigned, nor performed in whole or in part by any subcontractor in whole or in part, or any duties delegated except as

contemplated hereby, by either party without the prior written consent of the other party, with the giving or withholding of such consent to be wholly and unconditionally within the complete discretion of the party being requested to consent.

- 21. **Binding Effect** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

- 22. **Entire Agreement** This Agreement embodies the entire agreement of the parties as to the subject matter hereof and supersedes any prior oral or written agreements, regarding such subject matter entered into by the parties.

- 23. **Severability** In the event any provision(s) of this Agreement is/are void, invalid, or unenforceable under any federal, state, regional or local laws, regulations or ordinances, the balance of this Agreement shall remain in full force and effect and binding on the parties hereto.

- 24. **Choice of Law** This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Tennessee. Any and all disputes arising under this Agreement shall be decided under Tennessee Law.

CITY OF EAST RIDGE

BY: _____ **Date** _____
Mayor

Witness: _____ **Date** _____
Title: _____

Vendor: Waste Connections of Tennessee dba City Waste LLC

BY: _____ **Date** _____
Title: _____

Witness: _____ **Date** _____
Title: _____

RESOLUTION NO. 3612

**AGENDA MEMORANDUM
OPEN CHECKING ACCOUNT
FOR FEDERAL FORFEITURE FUNDS**

October 24, 2024

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

Staff is requesting approval to open a checking account at First Bank for Federal Forfeiture Funds that are awarded to the City. These funds must be kept in a separate account because the funds cannot be comingled but can draw interest. The fund can only be used for law enforcement purposes.

RESOLUTION NO. 3612

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO OPEN A CHECKING ACCOUNT AT FIRST BANK IN WHICH TO DEPOSIT FEDERAL FORFEITURE FUNDS

WHEREAS, the City of East Ridge will be receiving Federal Forfeiture Funds and must open a checking account in which to deposit the funds; and

WHEREAS, the funds must be kept in a separate bank account and will have specific guidelines as to how the funds can be spent.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of East Ridge, Tennessee that the City Manager, or his designee, is authorized to open, on behalf of the City, a checking account at First Bank in which to deposit Federal Forfeiture Funds.

BE IT FURTHER RESOLVED that the funds will have specific guidelines as to how they can be spent.

BE IT FURTHER AND FINALLY RESOLVED that this Resolution shall take effect immediately, the public welfare of the City requiring it.

Adopted this _____ day of _____, 2024

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3613

**AGENDA MEMORANDUM
COMMUNITY CENTER GYM AIR UNIT
October 24, 2024**

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT: Community Center Gym Air Unit - Heat Exchanger Assembly Replacement

The Parks and Recreation Department is seeking Council's approval to replace the heat exchanger in the air unit of the Community Center's gym.

Scope of Service:

1. Technicians will lock out energy sources, both electrical and gas.
2. Remove the roof of the unit.
3. Disconnect gas lines and remove the old heat exchanger assembly.
4. Replace with a new heat exchanger assembly (provided by Trane).
5. Reconnect gas lines.
6. Assemble all exterior panels.
7. Turn the unit back on and verify proper operation.
8. Complete a service report to be emailed to the customer.

Cost: \$12,479.00 from Trane

Reference: OMNIA Contract #3341

Funds will be allocated from the Capital Projects Fund budget.

Attachment included.

SS

RESOLUTION NO. 3613

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
HAVE THE HEAT EXCHANGER IN THE AIR UNIT AT THE
EAST RIDGE COMMUNITY CENTER REPLACED**

WHEREAS, the heat exchanger in the air unit at the Community Center has malfunctioned and is beyond repair, making replacement of the heat exchanger necessary; and

WHEREAS, the Parks and Recreation staff has obtained a quote from Trane, through the OMNIA Partners Purchasing Alliance in the amount of \$12,479.00; and

WHEREAS, the City of East Ridge is allowed to purchase through membership in the OMNIA Partners Purchasing Alliance which uses a competitive solicitation and selection process to bid out a variety of goods, products, and services to local governments, eliminating the need for the City to obtain competitive bids; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to have the heat exchanger in the air unit at the Community Center replaced by Trane through the OMNIA Partners Purchasing Alliance, contract listing #3341, without obtaining competitive bids, for a total cost of \$12,479.00.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____, 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Trane U.S. Inc.
6138 Preservation Drive, Suite 500
Chattanooga, TN 37416
Phone: (423) 296-1506

October 10, 2024

East Ridge City Of

Site Address:
East Ridge Community Center
1515 Congress Avenue
East Ridge, TN 37412

ATTENTION: Shawna Skiles

PROJECT NAME: City of East Ridge Community Center - Heat Exchanger Assembly Replacement

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

East Ridge Community Center

The following "Covered Equipment" will be serviced at East Ridge Community Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop - CTO	1	Trane	YHH240G3RH	183810537D	

REFERENCE OMNIA CONTRACT #3341

SCOPE OF SERVICE

- Upon arrival, check-in with customer.
- Technician will lock out energy sources, both electrical and gas.
- Remove the roof of the unit.
- Disconnect gas lines and remove old heat exchanger assembly.
- Replace with new heat exchanger assembly (provided by Trane).
- Reconnect gas lines.
- Assemble all exterior panels.
- Turn unit back on and verify proper operation.
- Complete service report to be emailed to customer.

PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$ 12,479.00 USD

CLARIFICATIONS

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from October 10, 2024.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Dylan Rose

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date
Trane's License Number: 23034

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead).

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR**

SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGED TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in

41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)
Supersedes 1-10.48 (0720)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data: Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) data backups; and
 - (ii) formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

November 2023

APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

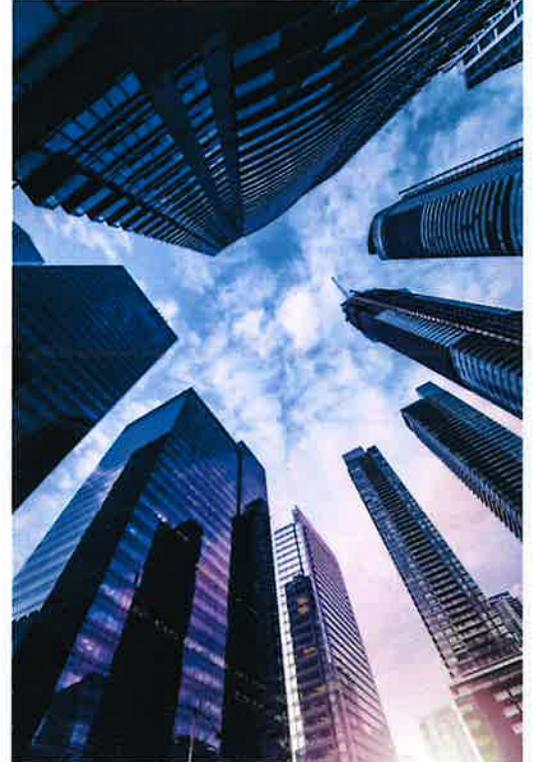
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



RESOLUTION NO. 3614

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



ESTHER HELTON
Vice Mayor

DAVID TYLER
Councilmember

J. SCOTT MILLER
City Manager

City of East Ridge

*1517 Tombras Avenue
East Ridge, Tennessee 37412
(423) 867-7711*

AGENDA MEMO

TO: Mayor and Council
FROM: Mark Litchford
SUBJECT: Settlement Agreement
DATE: October 18, 2024

The Property owner for certain real property located at 5729 Stateline Road, East Ridge, Tennessee, Tax Map No. 169N-D-011 (the "Property") has filed suit in the Chancery Court of Hamilton County, Tennessee, Case No. 24-0244(the "Lawsuit") seeking injunctive relief and requesting the Court to reverse the decision of the Housing Commission to have its Property demolished. A preliminary hearing occurred and the Court suggested alternative dispute resolution to address the noncompliant conditions of the Property. The Owner has submitted a remediation plan for the Property and proposes to complete all remediation requirements to bring the Property into full compliance with applicable building and property maintenance codes within eight (8) weeks of the effective date of the settlement agreement.

I have included a draft settlement agreement for the Council's review which the Owner proposes. This will need to be voted upon at a public meeting for approval in order for the agreement to be effective.

RESOLUTION NO. 3614

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A SETTLEMENT AGREEMENT RELATIVE TO THE LAWSUIT FILED BY TENNESSEE 1 PROPERTIES, LLC, AGAINST THE CITY OF EAST RIDGE, TENNESSEE

WHEREAS, the Property owner Tennessee 1 Properties, LLC, for certain real property located at 5729 Stateline Road, East Ridge, Tennessee, Tax Map No. 169N-D-011 (the “Property”) has filed suit in the Chancery Court of Hamilton County, Tennessee, Case No. 24-0244(the “Lawsuit”) seeking injunctive relief and requesting the Court to reverse the decision of the Housing Commission to have its Property demolished; and

WHEREA, the Owner has submitted a remediation plan for the Property and proposes to complete all remediation requirements to bring the Property into full compliance with applicable building and property maintenance codes within eight (8) weeks of the effective date of a settlement agreement.

WHEREAS, the City of East Ridge and Owner, through their respective counsel and representatives, have negotiated a settlement and resolution of all claims asserted in the Lawsuit, subject to approval of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of East Ridge, Tennessee, that the Lawsuit shall be compromised and settled by virtue of the terms and provisions of a settlement agreement (“Settlement Agreement”), a copy of which is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED that the City Manager and/or City Attorney shall be permitted to execute any and all documents necessary to effect the terms and provisions of the Settlement Agreement;

BE IT FURTHER AND FINALLY RESOLVED that this resolution shall take effect immediately after its adoption, the public welfare of the City requiring it.

Adopted this _____ day of October 2024.

Brian Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

SETTLEMENT AGREEMENT

This agreement is entered into by and between Tennessee 1 Properties, LLC (“Owner”) and the City of East Ridge, Tennessee (the “City” or together with Owner, the “Parties”) as of the _____ of _____, 2024 (“Effective Date”).

WITNESSETH

WHEREAS, Owner owns that certain parcel of real estate commonly referred to as 5729 Stateline Road, East Ridge, Tennessee, Tax Map No. 169N-D-011 (the “Property”); and

WHEREAS, the City of East Ridge issued a building permit to Owner for renovations of the Property; and

WHEREAS, prior to completion of the renovations and in less than one year from the issuance of the building permit, the permit was canceled. Thereafter, the City of East Ridge, found the property to be uninhabitable due, at least in part, to the “tear-out” associated with Owner’s partially completed renovations and would not re-issue the permit; and

WHEREAS, the East Ridge Housing Commission (“Housing Commission”) entered an order dated March 14, 2024, to demolish the structure upon the Property due to, among other things, numerous violations of the various property maintenance and building codes which existed, in part, as a result of the incomplete renovations; and

WHEREAS, Owner has filed suit in the Chancery Court of Hamilton County, Tennessee, Case No. 24-0244(the “Lawsuit”) seeking injunctive relief and requesting the Court to reverse the decision of the Housing Commission to have the Property demolished; and

WHEREAS, at the conclusion of the preliminary injunction hearing, the Court referenced mediation and/or alternative dispute resolution and the Parties each wish to settle this matter between them without further litigation and to memorialize the terms of that settlement in this Agreement,

Now, therefore, the parties agree that the following terms shall resolve the dispute between them:

1. Termination of Order of Demolition. The Parties agree that the structure is no longer habitable nor in a condition fit for use or occupancy. However, provided Owner fully complies with the following action steps, the City and Owner agree, in exchange for full dismissal of the lawsuit and other consideration set forth herein, to vacate the Order of Demolition as follows:
 - a. Owner agrees to remediate the structure upon the Property to full code compliance within Title 12 of the East Ridge City Code, including without limitation the applicable Property Maintenance Code and Building Code. Such remediation actions include the items identified in **Exhibit A** hereto and shall be completed within eight (8) weeks of the effective date of this Agreement.

- b. Upon completion of the above, Owner will contact the City Building Official and arrange for the City and, if requested by the City Building Official a third-party vendor (i.e., electrician, structural engineer, etc.), at Owner's expense, to inspect the remediation efforts of the Property to ensure that the Property and structure are in full compliance with applicable building and property maintenance codes. The City, upon consultation with any vendors, will prepare a list of all items needed to bring the structure into compliance to the extent any failed compliance is discovered as a result of the inspection.
2. Issuance of Certification of Occupancy/Completion. The Parties agree that in order for the City to issue a certificate of completion and to have dismissal of the condemnation action, Owner must perform the following:
 - a. Owner must complete all remediation efforts identified in Exhibit A to the satisfaction of the City Building Official, including any follow up remediation efforts discovered from the aforementioned inspection.
 - b. The Parties agree that, upon the occurrence of the following conditions precedent, the City will issue a Certificate of Occupancy (or Certificate of Completion as the case may be) and vacate the Order of Demolition.
3. Dismissal of Chancery Court Action. Upon the issuance of Certificates of Occupancy/Completion for the Property, Owner will cause the Chancery Court Action to be dismissed with prejudice, with all costs taxed against Owner.
4. Completion Deadline & Liquidated Damages: Owner agrees to initiate the actions set forth in Paragraph 1 hereof not later than five (5) business days following the execution of this Agreement. Thereafter, Owner agrees to pursue completion of his obligation set forth herein without delay or stoppage. For purposes of this Agreement, in the event Owner fails to complete the remediation of the Property within 56 days from the execution of this Agreement, the City shall be entitled to assess a liquidated damages amount of fifty dollars (\$50.00) per day until Owner brings the property into full compliance as evidenced by the issuance of a certificate of occupancy in accordance with Paragraph 3 hereof.
5. Costs and Expenses. Owner shall be responsible for any and all costs and expenses associated with bringing the Property into full compliance with the City's applicable building and property maintenance codes. Owner shall not be entitled to any monetary amounts from the City.
6. Binding Nature. The Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, legal representatives, successors, and assigns. To the extent Owner attempts to transfer title to the Property, Owner agrees that any and

all obligations of Owner under this Agreement shall pass to any transferee of the Property who shall take title subject to this Agreement.

7. Amendments. No change, alteration, modification, termination, or amendment of the Agreement shall be effective or binding unless set forth in a written instrument signed by all the Parties.
8. Entire Agreement. The Agreement contains the entire agreement and understanding between the Parties pertaining to the subject matter of the Agreement and supersedes any and all prior and/or contemporaneous oral or written agreements and understandings, if any, of the Parties in connection with the Agreement.
9. Complete Agreement: This document represents the full and final contents of the agreement between the parties.
10. General.
 - a. Each Party hereby acknowledges and represents that, in entering into the Agreement, the Party has neither received nor relied upon any statements, representations, or promises made by any other Party, other than those representations and promises that are expressly set forth in the Agreement.
 - b. Each Party to the Agreement acknowledges that the Party has had an opportunity to review the Agreement with legal counsel regarding the meaning of the Agreement, the obligations imposed by the Agreement, and the legal implications of the Agreement, as well as the advisability of entering into the Agreement.
 - c. Each Party to the Agreement acknowledges that the Party is executing the Agreement voluntarily and of his or its own free will, without any coercion or duress and that the Agreement constitutes legal, valid, and binding agreements, enforceable in accordance with terms of the Agreement.
11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of such counterparts together shall constitute but one agreement. Photographic, electronic and .pdf signatures will be treated as original signatures and shall be binding as if they were original signatures, which the signed counterparts, taken together, shall constitute the entire executed Agreement.

Executed on the date first indicated above.

OWNER:

CITY:

Tennessee 1 Properties, LLC

The City of East Ridge, Tennessee

By: _____

By: _____

Owner Name: **Lance Spencer for Tennessee 1 Properties, LLC**

Its: _____

EXHIBIT A

Kuebler and Associates, PLLC

September 12, 2024

Keith H. Grant
Robinson, Smith & Wells, PLLC
633 Chestnut Street, Suite 700
Chattanooga, TN 37450

RE: Tennessee 1 Properties, LLC v. City of East Ridge
5729 Stateline Road, East Ridge, TN
Tenn. R. Evid. 408 – offer of settlement

Dear Keith,

As we have discussed, my client simply wishes to complete the renovations of the 5729 Stateline Road property originally permitted by the City of East Ridge. Work under the permit caused the home to become uninhabitable. Unfortunately, a dispute arose with the contractor which delayed the work. While attempting to resolve the dispute, the City of East Ridge canceled the permit and declared the home uninhabitable. Once my client obtained a new contractor, they would not let him proceed with the originally permitted work and ordered the structure demolished. This chain of events left him with no other alternative except to pursue the current litigation.

To settle the litigation, my client proposed the following:

My client will engage Xcel Electric, a Licensed Tennessee Contractor. Xcel Electric is owned by Richard McElhaney who will also enter into a lease with my client to be his residence and occupy the property immediately upon completion.

Xcel has provided a detailed quote for the work required to make the home habitable and code compliant. A copy of Xcel's quote is attached.

Considering that the home is only 700 sq. ft., the pricing seems customary and reasonable. Xcel and my client have committed to have all work complete within eight (8) weeks from receipt of permit.

As you know, we have a hearing on September 20, 2024. We would hope to conclude the settlement negotiations prior to that date. To that end, we look forward to your prompt response.

Sincerely,



Michael T. Kuebler, Esq.

Kuebler and Associates, PLLC
6223 Airpark Drive, Suite 105, Chattanooga, TN 37421 • 423-285-6434

XCEL ELECTRIC COMPANY

QUOTE

Richard McElhane License #51190
(423) 505-2118
1413 E 48th St, Chattanooga, TN, 37407

9/1/2024

To:
Tennessee 1 Properties, LLC
Address:
5729 State Line Rd,
Chattanooga, Tn 37412

DESCRIPTION

ROOFING	
Patch/Repair	\$1,200
FRAMING	
Floor repair	\$500
ELECTRICAL	
New electrical wiring	
Install fans in living room and bedrooms	\$3,250
Install lights in bathroom and kitchen	
PLUMBING	
Install new plumbing and plumbing fixtures bathroom (1)	\$3,200
INTERIOR	
Drywall/paint whole house	\$4,500
Install lvp floors throughout including bathrooms	\$1,500
Install windows/doors	\$2,350
KITCHEN	
Install kitchen cabinets and countertops	\$1,800
HVAC	
Heating/air	\$2,200
Insulation	\$1,000
Contingency	\$1,500

TOTAL: \$23,000

AGENDA MEMORANDUM

Rezone

Date: November 14th, 2024

Submitted by:

A handwritten signature in blue ink, appearing to read "Michael Howell", is written over a horizontal line.

Michael Howell, Chief Building Official

SUBJECT:

On October 7th, 2024, Hannah Claire Boggess submitted a petition to the East Ridge Planning Commission to rezone the following parcels:

1. 6728 Ringgold Road Tract 1 (Tax Map ID# 170I-C-004) - requesting to be rezoned from R-3 Apartment District and C-1 Tourism Commercial District to C-2 General Commercial District
2. Tract 2 (Tax Map ID# 170I-C-002.01) – requesting to be rezoned from C-1 Tourism Commercial District to C-2 General Commercial District

The East Ridge Planning Commission reviewed the request to rezone and approved and recommended the rezoning move forward to the City Council for review.

ZONING NOTICE

Case No. 2024-0154 Applicant: Chambler, Bunker + Stephen
Before the City of East Ridge Planning Commission
To request rezoning of this property ...

FROM: C-1-R-3 TO: C-2

Date of Hearing: Monday, October 7, 2024 at 5:30PM
City of East Ridge, City Hall, 1517 Tombrado Avenue
423-867-7711

NOTICE: This notice is posted on the property to be rezoned. It is the responsibility of the applicant to ensure that the notice is posted in accordance with the City of East Ridge Code of Ordinances, Chapter 12, Article 1, Section 12-1-01. The City of East Ridge is not responsible for the accuracy of the information provided on this notice. The City of East Ridge is not responsible for the accuracy of the information provided on this notice. The City of East Ridge is not responsible for the accuracy of the information provided on this notice.

Written Narrative – Rezoning of 6728 Ringgold Road, East Ridge, TN

FRHP Lincolnshire, LLC owns four parcels related to its operating of the Camping World business. Two of the parcels are located in the City of East Ridge, Hamilton County, Tennessee and two of the parcels are located in Catoosa County, Georgia. One of the parcels in East Ridge, Parcel 170I C 002.01 is zoned both C-1 and R-3.

The rezoning request to make the entire property C-2 would align the zoning with the current use of the property as a commercial space for the operation of the Camping World business.



Zoning Change Application Form

CASE NUMBER: 2024-0154		Date Submitted: 08/13/2024					
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>							
1 Applicant Request							
Rezone From: C-1 & R-3		Rezone To: C-2	Total acres in request area: 6.95				
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>				
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box							
None							
4 Property Information							
Property Address: 6728 and an unaddressed property in the 6700 block of Ringgold Rd		Property Tax Map Number: 170I-C-002.01 & 004					
5 Proposed Development							
Reason for request/Project description:	Update zoning to comply with current use of property						
6 Site Characteristics							
Current Use:	Retail space for the sale of camping equipment and campers						
Adjacent Uses:	Hotel, storage facilities, fireworks store, former speedway						
7 Applicant Information							
Name: Chambliss, Bahner & Stophel, P. C. Attn: Hannah-Claire Boggess							
Address (street, city, state, zip): 605 Chestnut St, Suite 1700, Chattanooga, TN 37450							
Phone: 423-757-0286		Email: hboggess@chamblisslaw.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
8 Property Owner Information <i>Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.</i>							
Name: FHRP Lincolnshire, LLC							
Address (street, city, state, zip): 250 Parkway Dr, Suite 270, Lincolnshire, IL 60069							
Phone: 715-491-5033		Email: casey.smith@campingworld.com					
9 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: <u>See Submitted Application</u>			Date: _____				
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$635	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8			City Council District: N/A				
PC meeting date: East Ridge			Application processed by: Jennifer Ware				
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2024-0154

PROPERTY ADDRESS: 6728 Ringgold Road

APPLICANT: Chambliss, Bahner & Stophel

PROPERTY OWNER: FRHP Lincolnshire, LLC

JURISDICTION: East Ridge

TAX MAP PARCEL ID: 170I-C-002.01 & 170I-C-004

REASON FOR REQUEST/PROJECT DESCRIPTION: Rezone from C-1 Commercial District and R-3 Residential Apartment District to C-2 General Commercial District to update zoning to comply with the current commercial use of the property (Camping World).

PROPERTY DESCRIPTION

EXISTING LAND USE
Commercial

SURROUNDING LAND USES
North: Commercial
East: Vacant Commercial & Institutional
South: Commercial
West: Commercial & Lodging

NATURAL RESOURCES
The site is located in the floodway and 100-year floodplain.

ZONING

ZONING HISTORY

- There is no zoning history for the site.
- The site is surrounded by C-1 zoned property was zoned to commercial in the 1960's to the 1980's.

ZONE DISTRICT COMPATIBILITY

USE	CURRENT R-3 DISTRICT	CURRENT C-1 DISTRICT	PROPOSED C-2 DISTRICT
Single-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multi-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Office	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS	CURRENT R-3 DISTRICT	CURRENT C-1 DISTRICT	PROPOSED C-2 DISTRICT
Lot Size	10,000 sf plus 2,000 sf for each additional unit	N/A	N/A
Lot Frontage	60'	N/A	N/A
Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' when adjoins residential zone Rear: 25' when adjoins residential zone	Front: 25' Side: 10' when adjoins residential zone Rear: 25' when adjoins residential zone
Building Height	2.5 stories or 35'	No building shall exceed the shortest distance from building to nearest boundary of an R-1, R-2, R-3 RZ-1 or RT-1 district	No building shall exceed the shortest distance from building to nearest boundary of an R-1, R-2, R-3 RZ-1 or RT-1 district

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by commercial uses.

Case Number: 2024-0154

Yes No See Comments

COMPATIBILITY WITH DEVELOPMENT FORM

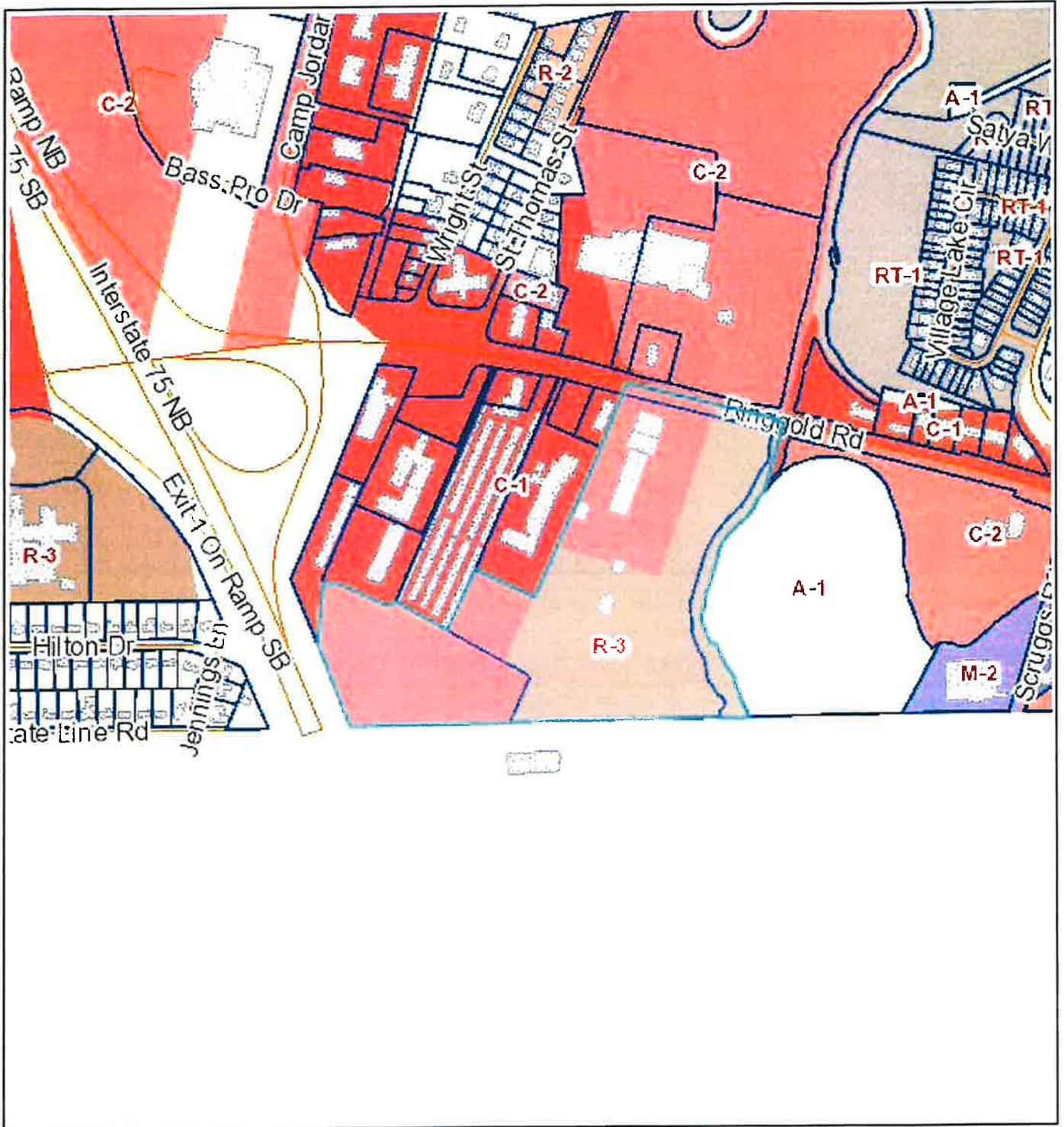
The development form of the area is suburban commercial with commercial buildings, parking lots and drive thrus.

Yes No See Comments

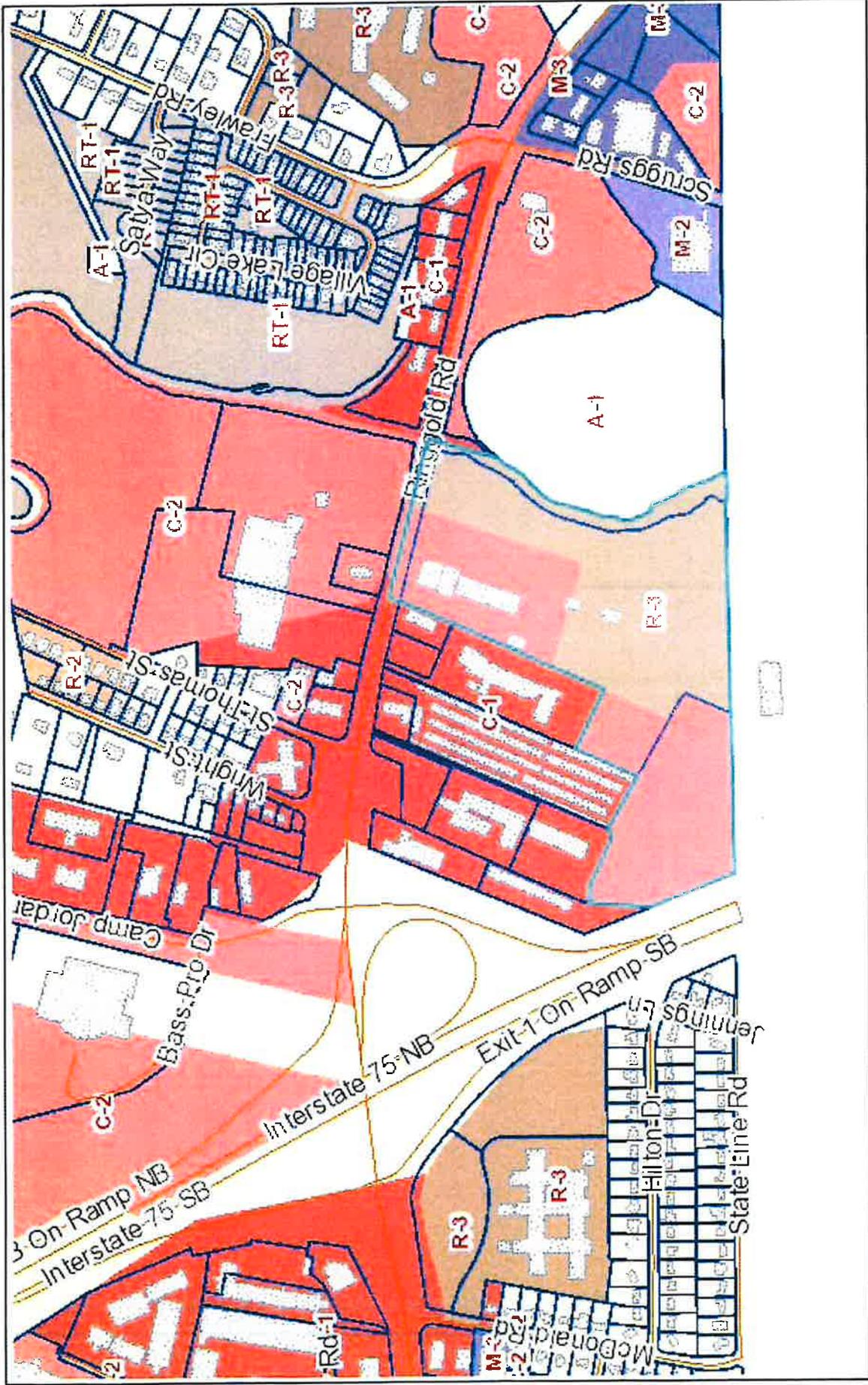
CONCERNS WITH NUISANCES

The business is already in operation and there are no concerns with nuisances to adjacent commercial property.

2024-0154 Rezoning from C-1 & R-3 to C-2



2024-0154 Rezoning from C-1 & R-3 to C-2



2024-0154 Rezoning from C-1 & R-3 to C-2



AGENDA MEMORANDUM

November 14, 2024

Submitted by:

Diane Qualls
Diane Qualls, Finance Director

Per T.C.A. 6-56-208 the budget can be amended during the year as one way to monitor the budget. Staff will need to amend the budget to reflect opening a new bank account and reopening a fund, Federal Forfeiture Fund as these funds cannot combine with any other fund. This fund falls under the Federal Government guidelines.

The Grant Fund, Debt Service Fund, Solid Waste Fund and the Capital Improvement Fund will also have amendments.

AGENDA MEMORANDUM
INTERLOCAL AGREEMENT POLICE AND FIRE SERVICES
CITY OF EAST RIDGE, TN AND CITY OF RIDGESIDE, TN

November 14, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge, TN and the City of Ridgeside, TN entered into two (2) interlocal agreements dated June 24, 2021 for the City of East Ridge (1) to provide police protection services to Ridgeside and (2) to provide fire protection services to Ridgeside.

Pursuant to the “cost of service” section of each agreement, the parties agreed to a four percent (4%) increase in the cost of service for year two (fiscal year July 1, 2022 to June 30, 2023) and a four percent (4%) increase in the cost of service for year three (fiscal year July 1, 2023 to June 30, 2024). There was no provision for a continued increase in the cost of service for fiscal years after June 30, 2024.

Pursuant to the “renewal and termination” section of each agreement “this agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective term.”

Since these agreements are automatically renewed every fiscal year and there was no provision for a cost of service increase after June 30, 2024, I worked with the Mayor of the City of Ridgeside in developing addendums to the Police and Fire Interlocal Agreements that employed a four percent (4%) increase for fiscal year July 1, 2024 to June 30, 2025. Said addendums were ultimately approved by both governmental entities. I propose that the City initiate similar addendums to the Police and Fire Interlocal Agreements and add a four percent (4%) increase for fiscal year July 1, 2025 to June 30, 2026.

For the current fiscal year 2024-2025 (July 1, 2024 to June 30, 2025) the City of Ridgeside is paying the City of East Ridge the amount of \$83,368 for Police services and \$37,901 for Fire services.

JSM/

JSM/

AGENDA MEMORANDUM

**APPROVAL FOR THE ADVANCEMENT OF STATE SALARY SUPPLEMENT FOR
FIREFIGHTERS**

November 14, 2024

Submitted by:



Michael Williams, Fire Chief

SUBJECT:

I am requesting that the Mayor and Councilmembers approve the advancement of the State Salary Supplement for all certified career firefighters as in years past. This supplement will be refunded to the City in or around June of 2025.

The amount is for 28 career certified firefighters at \$ 800.00 each and a total amount of \$ 22,400.00

Below is a list of each certified firefighters who receives this state salary supplement after completing the required in service hours.

Jaxon Albright	Randy Albright	Jacob Backer
Daniel Bernard	Eric Bowen	James Burkhart
Alex Chaigne	Brandon Clark	Chris Cope
Roy Cope	Jared Cox	Kory Custer
Bryan Dean	Jeff Duncan	Brandon Dycus
Victor Dzhuga	Tyler Ezell	Thomas Finch
Drew Hannigan	Austin Henager	Kent Henson
Anthony Melasecca	Cory Pauley	Chris Peters
Jess Sloan	Logan Swope	Joshua Williams
Mike Williams		

AGENDA MEMORANDUM
Police Salary Supplement

November 14, 2024

Submitted By:



Clint Uselton, Chief of Police

SUBJECT:

With the completion of the 2024 In-Service, 44 police officers will be eligible for the salary supplement as authorized by the State of Tennessee.

The POST Commission Office has advised us the salary supplement is \$800 per officer, which equals a total of \$35,200.00 for the East Ridge Police Department.

AGENDA MEMORANDUM

**Beer Board Appointment
Councilmember Cagle**

November 14, 2024

Submitted by:



Janet Middleton, City Recorder

SUBJECT:

The term for Beer Board member Roy Keown will expire on November 26, 2024. A new appointment will need to be made for a 3-year term ending November 26, 2027. This is Councilmember Cagle's appointment.

AGENDA MEMORANDUM

**Beer Board Appointment
Councilmember Tyler**

November 14, 2024

Submitted by:



Janet Middleton, City Recorder

SUBJECT:

The term for Beer Board member Michele Roberts will expire on November 26, 2024. A new appointment will need to be made for a 3-year term ending November 26, 2027. Ms. Roberts was appointed on March 14, 2024 to fill the unexpired term of Shanna Marie. This is Councilmember Tyler's appointment.

AGENDA MEMORANDUM

**Appointment of Beer Board Chairperson
Mayor Williams**

November 14, 2024

Submitted by:


Janet Middleton, City Recorder

SUBJECT:

Pursuant to Title 8, Chapter 2, Section 201 of the City Code, the Mayor has the prerogative of naming the Chairperson of the Beer Board each November. The current Chairperson is Roy Keown.

AGENDA MEMORANDUM
In-Car Tablet and Mounting Solution

November 14, 2024

Submitted By:



Clint Uselton, Chief of Police

SUBJECT:

The East Ridge Police Department seeks approval to purchase ten (10) ruggedized windows-based tablets with keyboards and an in-car mounting solution compatible with existing computer mounts.

A request for bid submissions was advertised on October 6, 2024 and bids will be opened on October 22, 2024.

The purchase of the tablets was included in the budget.