

**AGENDA FOR THE REGULARLY SCHEDULED CITY OF COLLEGEDALE
COMMISSION MEETING TO BE HELD IN THE MUNICIPAL BUILDING IN
COLLEGEDALE, TENNESSEE, ON MONDAY, FEBRUARY 05, 2024 AT 6:00 P.M.**

- I.** Call to Order by the Mayor
- II.** Invocation and Pledge of Allegiance
- III.** Roll Call by City Recorder
- IV.** Approval of previous meeting minutes
 - 1. December 18, 2023- Commission meeting minutes
 - 2. January 22, 2024- Commission workshop meeting minutes
- V.** Comments from Citizens
- VI.** Unfinished Business
 - None
- VII.** New Business
 - 1. First and Final Reading, Resolution #541, a resolution recognizing similarities and affinity with the city of Loma Linda, California
 - 2. First and Final Reading, Resolution #542, a resolution calling for a public hearing to annex certain territory known as Hamilton County Tax Map Parcel 132 045.03 upon owner request, and with written consent of the owner
 - 3. First Reading, Ordinance #1135, an ordinance to rezone the Bell Farms property from AG to R-1-H
 - 4. First Reading, Ordinance #1136, an ordinance to approve a PUD overlay for the Bell Farms property
 - 5. First Reading, Ordinance #1134, an ordinance to update the Energy Code

6. First Reading, Ordinance #1137, an ordinance to establish regulations for the use of City recreational facilities
7. Approval of Small Cities Coalition MOU
8. Approval of FBI Safe Streets Task Force MOU
9. Approval request for street scanning services
10. Approval request for the purchase of two PW vehicles

VIII. Request for reports from City Administration/Commissioners by the Mayor

IX. Adjournment

**THE MINUTES OF THE REGULARLY SCHEDULED CITY OF COLLEGEDALE BOARD OF
COMMISSIONERS MEETING HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE
ON MONDAY, DECEMBER 18, 2023 AT 6:00 P.M.**

INVOCATION AND PLEDGE OF ALLEGIANCE: Mayor Morty Lloyd

PRESENT: Mayor Morty Lloyd, Vice Mayor Tim Johnson, Commissioner Debbie Baker, Commissioner Katie Lamb, Commissioner Tonya Sadler, City Attorney Sam Elliott, City Manager Wayon Hines, City Recorder Kristi Wheeler

STAFF: Assistant City Manager & Finance Director Michelle Toro, Chief of Police Jack Sapp, Director of Public Works Eric Sines, Director of Airport Operations Ryan Byford

ABSENT: Director of Building & Codes Andrew Morkert

GUESTS: Joyce Lloyd, Andrew P. Arnold, Stuart Johnson, Billy Burnette, Debbie Burnette, Mike Price, Marty Hamilton, Kevin Hicks

12-18-2023 (1616) COMMISSION MINUTES– December 04, 2023

It was moved by Commissioner Lamb and seconded by Mayor Lamb to accept the minutes of the commission meeting on December 04, 2023, on the condition that a correction be made to the roll call vote of Commissioner Sadler from YEA to NAY on Motion #1609.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	YEA
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

Mayor Lloyd opened the commission meeting for citizen comments. No comments were made.

At 6:02pm the board entered into a public hearing to gain input on Ordinance #1131. No comments were made. The meeting resumed at 6:03pm.

12-18-2023 (1617) SECOND READING AND PUBLIC HEARING, ORDINANCE #1131, AN ORDINANCE TO REZONE 10517 LEE HIGHWAY FROM C-2 TO AG

It was moved by Commissioner Lamb and seconded by Vice Mayor Johnson, to approve Ordinance #1131, an ordinance to amend the official zoning map to rezone certain properties from Shopping Center Commercial (C-2) to Agriculture (AG) more particularly described as Hamilton County tax map 132, Parcel 046 said properties being located within the corporate limits of Collegedale, Tennessee.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	YEA
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

At 6:03pm the board entered into a public hearing to gain input on Ordinance #1132. No comments were made. The meeting resumed at 6:04pm.

12-18-2023 (1618) SECOND READING AND PUBLIC HEARING, ORDINANCE #1132, AN ORDINANCE TO REZONE 5061 COLCORD DRIVE FROM I-1 TO U-1

It was moved by Vice Mayor Johnson and seconded by Commissioner Baker, to approve Ordinance #1132, an ordinance to amend the Official Zoning Map to rezone certain properties from Industrial (I-1) to University (U-1) more particularly described as Hamilton County tax map 141, Parcel 031 L010 said properties being located within the corporate limits of Collegedale, Tennessee.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	YEA
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

At 6:05pm the board entered into a public hearing to gain input on Ordinance #1133. No comments were made. The meeting resumed at 6:05pm.

12-18-2023 (1619) SECOND READING AND PUBLIC HEARING, ORDINANCE #1133, AN ORDINANCE TO REZONE 9015 JAC CATE ROAD AND 5560 LITTLE DEBBIE PARKWAY FROM C-2 TO R-1-T

It was moved by Commissioner Baker and seconded by Vice Mayor Johnson, to approve Ordinance #1133, an ordinance to amend the Official Zoning Map to rezone certain properties from Shopping Center Commercial (C-2) to Residential Zero Lot Line Townhouse District (R-1-T) more particularly described as Hamilton County tax map's 131, Parcel's 091.12 and 091.09 said properties being located within the corporate limits of Collegedale, Tennessee.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	NAY
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

12-18-2023 (1620) APPROVAL OF FISCAL YEAR 2023 AUDIT REPORT

It was moved by Commissioner Lamb and seconded by Commissioner Sadler, to approve the Fiscal Year 2023 Audit Report.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	YEA
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

12-18-2023 (1621) FIRST AND FINAL READING, RESOLUTION #540, A RESOLUTION ACCEPTING DEDICATION OF CERTAIN SEWER SYSTEM LINES AND EASEMENTS IN GABRIEL FARMS

It was moved by Vice Mayor Johnson and seconded by Commissioner Baker, to approve Resolution #540, a resolution of the City of Collegedale, Tennessee, accepting dedication of certain sewer system lines and easements in Gabriel Farms, on the condition that a correction be made from "ordained" to "resolved" in the resolution.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	YEA
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

12-18-2023 (1622) APPROVAL OF NOVEMBER FINANCE REPORT

It was moved by Commissioner Sadler and seconded by Mayor Lloyd to approve the November Finance Report as presented by Assistant City Manager & Finance Director Michelle Toro.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	YEA
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

12-18-2023 (1623) MOTION TO ADJOURN

It was moved by Mayor Lloyd and seconded by Vice Mayor Johnson to adjourn the meeting.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER LAMB	YEA
COMMISSIONER SADLER	YEA
VICE MAYOR JOHNSON	YEA
MAYOR LLOYD	YEA

The meeting was adjourned at 6:36pm.

Mayor, Morty Lloyd

City Recorder, Kristi Wheeler

**MINUTES OF CITY OF COLLEGEDALE REGULARLY SCHEDULED
COMMISSION WORKSHOP MEETING HELD IN THE MUNICIPAL
BUILDING IN COLLEGEDALE, TENNESSEE, ON MONDAY,
JANUARY 22, 2024 BEGINNING AT 4:30 P.M.**

PRESENT: Mayor Morty Lloyd, Vice Mayor Tim Johnson, Commissioner Debbie Baker, Commissioner Katie Lamb, Commissioner Tonya Sadler, City Manager Wayon Hines, Assistant City Manager & Finance Director Michelle Toro, Director of Public Works Eric Sines, Chief of Police Jack Sapp, Parks and Recreation Supervisor Christina Clark, Building & Codes Director Andrew Morkert, Director of Airport Operations Ryan Byford, Staff Planner Jason Allin

ABSENT: City Recorder Kristi Wheeler

GUESTS: Billy Burnette

STREET SCANNING SERVICES

Director of Public Works Eric Sines presented to the commission the proposal to purchase street scanning services from STREETSCAN, Inc., for three years with the purchase price to be \$18,714 per year. The service offering includes data collection/semi-automated vehicle survey of paved CL miles, data processing of pavement condition and assets, data visualization/pavement monitoring system and also pavement management planning/maintenance and budget options, suggestions and scenarios. It was decided to move forward and the proposal will be on the agenda for approval at the next commission meeting.

DEPARTMENTAL CAPITAL PROJECT PRESENTATIONS

City Manager Wayon Hines along with the department directors presented the Departmental Action Plans for FY' 2024-2025. City Manager Hines requested that each commissioner prioritize the list of General Fund Capital Investment Projects and then send that list to him to help determine what will be included in the budget for FY'2024-2025.

The Commissioners responded with suggestions and requests for certain items to be included or removed in the FY' 2024-2025 budget.

Meeting was adjourned at 8:02pm.

Morty Lloyd, Mayor

Kristi Wheeler, City Recorder

RESOLUTION #541

A RESOLUTION OF THE CITY OF COLLEGEDALE, TENNESSEE, RECOGNIZING SIMILARITIES AND AFFINITY WITH THE CITY OF LOMA LINDA, CALIFORNIA

WHEREAS, the City of Loma Linda, California, was incorporated in 1970, and is home to Loma Linda University, founded in 1905 by the Seventh-day Adventist Church as a center for educating health professionals, offering a unique learning environment through the integration of health, science and faith; and

WHEREAS, the City of Collegedale, Tennessee, was incorporated in 1968 and is home to Southern Adventist University, established in 1892 and affiliated with the Seventh-day Adventist Church, equipping students to embrace biblical truth, embody academic and professional excellence, and pursue Spirit-filled lives of service; and

WHEREAS, the City of Loma Linda is home to Loma Linda Academy, a Seventh-day Adventist school, grades K-12, which guides students to Grow in God's Grace, Thrive Intellectually, Develop True Friendships, Embrace Healthful Living; and

WHEREAS, the City of Collegedale is home to Collegedale Academy, a Seventh-day Adventist school, grades K-12, established to educate, equip, and inspire students to be critical thinkers who serve others and reflect Christ's character; and

WHEREAS, the City of Loma Linda, meaning "Beautiful Hill" in Spanish, incorporates a third of its City to protected natural open space with several miles of pedestrian trails, known as the South Hills, with a growing community, excellent schools, parks and recreation, and a city identified as "Blue Zone", where residents have one of the highest rates of longevity in the United States; and

WHEREAS, the City of Collegedale is a City nestled between the beautiful mountains of southeast Tennessee with a thriving economy, gracious living, excellent schools, premier shopping, fine dining, parks and recreation, and whose southern charm makes all the difference as they celebrate their success and treasure their past; and

WHEREAS, the Cities of Collegedale and Loma Linda have significant histories and have top private universities well known for their programs in health-science education, medicine, research, and service; and

WHEREAS, the Cities of Collegedale and Loma Linda share similarities in faith, cultural matters, arts, sustainable development, humanitarian assistance, and healthy lifestyle living.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COLLEGEDALE, TENNESSEE, and the citizens of the Collegedale community, recognize and affirm the many similarities between the Cities of Collegedale and Loma Linda and encourage ongoing

communication and collaboration between the two communities, in such ways that we can improve our communities and strengthen the bond of mutual history and friendship between us.

This the 5th day of February, 2024.

Mayor

City Recorder

Approved as to Form:

City Attorney

RESOLUTION # 542

A RESOLUTION TO ANNEX CERTAIN TERRITORY KNOWN AS HAMILTON COUNTY TAX MAP PARCEL 132 045.03 UPON OWNER REQUEST, AND WITH WRITTEN CONSENT OF THE OWNER, AND TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARY OF COLLEGEDALE, TENNESSEE

WHEREAS, Janice Bell is the owner of the territory referenced in *Exhibit A* as “Subject Property” and more particularly described in *Exhibit B*; and

WHEREAS, said owner provided written, notarized consent dated December 13th, 2023 for the annexation of said territory a copy of which is attached hereto as *Exhibit C*; and

WHEREAS, a referendum is not required by Tennessee Code Annotated for such; and

WHEREAS, the City of Collegedale provided a copy of this resolution to the owner; and

WHEREAS, this resolution was also published by posting copies of it in at least three (3) public places in the City of Collegedale, and

WHEREAS, a Plan of Services was produced for the area of proposed annexation as required by Tennessee Code Annotated § 6-51-102, and is attached hereto as *Exhibit D*; and

WHEREAS, the Collegedale Municipal Planning Commission considered the proposed annexation and plan of services at its regular meeting on January 8th, 2024 and recommends approval of same; and

WHEREAS, notice of the time, place, and purpose of a public hearing on the proposed annexation and plan of services was published in *The Chattanooga Times Free Press*, a newspaper of general circulation not less than fifteen (15) days prior to the hearing; and

WHEREAS, a public hearing on the proposed annexation and Plan of Services was held by the Mayor and Board of Commissioners on February 5th, 2024; and

WHEREAS, the annexation of such territory is deemed to serve the health, safety and welfare of its owner and citizens, and ensures the harmonious future development of the City of Collegedale, Tennessee.

NOW, THEREFORE, BE IT RESOLVED by the City of Collegedale, Tennessee as follows:

- A. That under the authority conferred by T. C. A. §6-51-101, et seq., the territory depicted in *Exhibit A* as “Subject Property,” further described in *Exhibit B*, along with any abutting and appurtenant public rights-of-way now existing, are hereby annexed to the City of Collegedale, Tennessee, and incorporated within the corporate boundaries thereof; and
- B. That the owner’s written request for annexation is attached as *Exhibit C*.
- C. That the Plan of Services for this territory which is attached as *Exhibit D* hereto is approved and the same is hereby adopted.

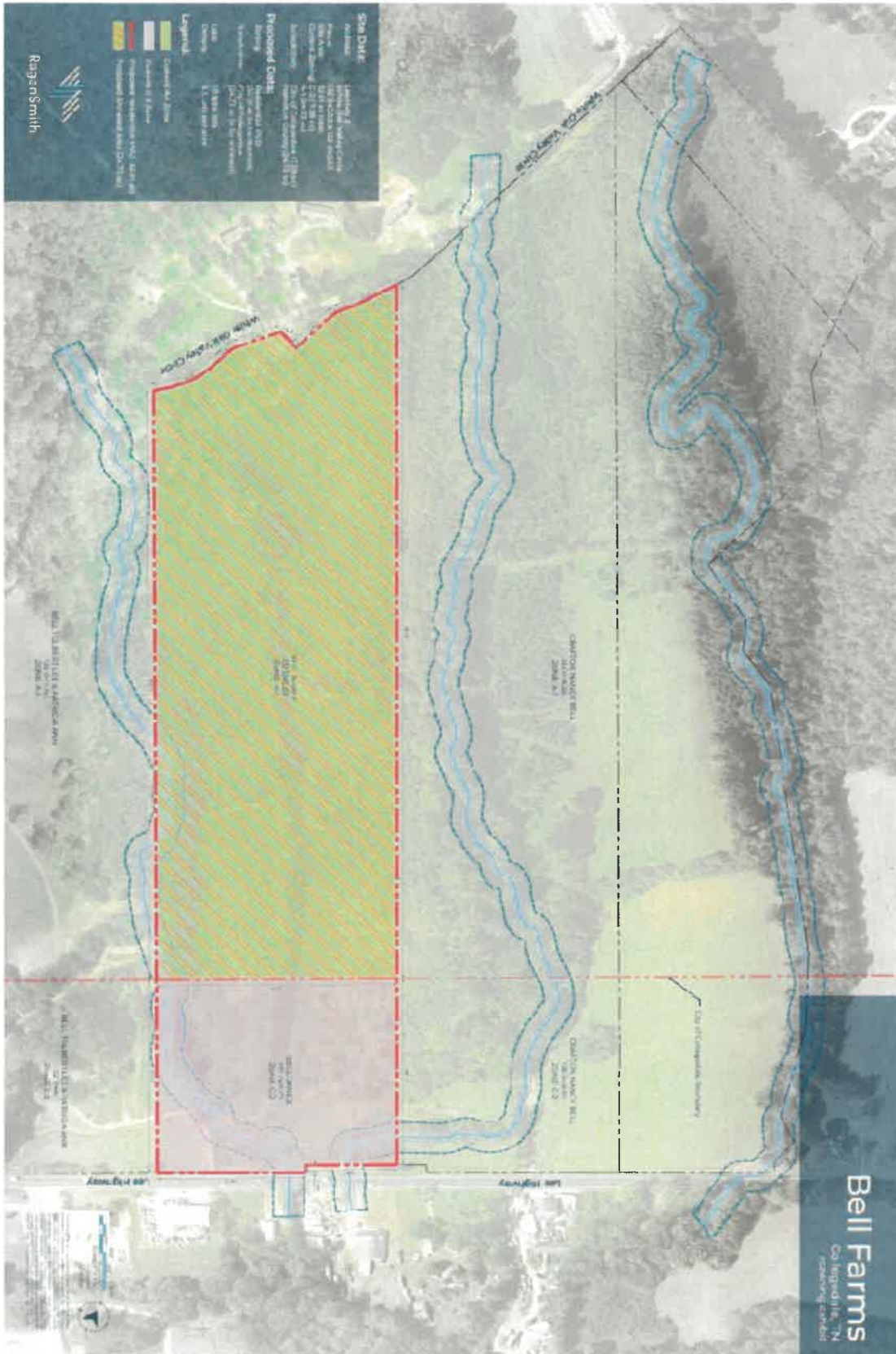
PASSED:_____

MAYOR OF COLLEGEDALE, TENNESSEE: _____

ATTEST:_____CITY RECORDER

APPROVED AS TO FORM:_____CITY ATTORNEY

**EXHIBIT
A**



**EXHIBIT
B**

Book/Page:	GI 11637 / 39
Instrument:	2018050900186
1 Page ONLINE DEED	
Recorded by ACR on 5/9/2018 at 2:26 PM	
DEED RECORDING FEE	75.00
(ATA Public Access Fee)	0.00
TOTAL FEES	
227.00	
State of Tennessee: Hamilton County	
Register of Deeds: SHARON GRANT	

This instrument prepared by Samples, Jennings, Clem & Fields, P.L.L.C., Attorney
Shallowford Law Center, 130 Jordan Drive, Chattanooga, Tennessee 37421

Address for Grantor and Property Taxes: Mrs. Janice L. Bell
8322 Chambers Road
Chattanooga, Tennessee 37421

Map Parcel Nos. Pt 132-845 and Pt 132-844

This Deed is not subject to the privilege tax on transfer of realty pursuant to T.C.A. 67-4-409, as this instrument is used to evidence distribution of property to a beneficiary under will, and is therefore exempt from transfer tax.

EXECUTOR'S DEED

WHEREAS, Anthony Lewis Bell died on March 1, 2018, leaving a will dated February 20, 2014; and

WHEREAS, Janice L. Bell was married to Anthony Lewis Bell at the time of acquisition of the real estate below, and remained continuously married until the death of Anthony Lewis Bell on March 1, 2018; and

WHEREAS, the will of Anthony Lewis Bell was admitted to probate on April 24, 2018, in the Chancery Court of Hamilton County, Tennessee, Docket No. 18-F-281; and

WHEREAS, Anthony Lewis Bell's will named Janice L. Bell as Executor, and Janice L. Bell has duly qualified as such; and

WHEREAS, the will of Anthony Lewis Bell leaves his interest in the below real property to Janice L. Bell;

NOW, THEREFORE, pursuant to the authority of the will of Anthony Lewis Bell and for good and valuable consideration;

I, Janice L. Bell, as Executor of the ESTATE OF ANTHONY LEWIS BELL and individually, do hereby quitclaim, transfer and convey unto JANICE L. BELL, all right, title and interest in the following described real estate located in the Second Civil

Continued

District of Hamilton County, Tennessee:

To locate the True Point of Beginning, begin at an iron pipe found in the eastern right of way line of White Oak Valley Road where same would be intersected by the westward extension of the northern line of Lot 1, White Oak Valley Tract, as shown by plat of record in Plat Book 57, Page 230, in the Register's Office of Hamilton County, Tennessee; thence northwardly along the eastern right of way line of White Oak Valley Road the following: along a slight curve to the right a distance of 70.30 feet to a point, said curve being subtended by a chord bearing and distance of North 14 degrees 41 minutes 55 seconds East, 70.30 feet; thence along a slight curve to the right a distance of 46.16 feet to a point, said point being subtended by a chord bearing and distance of North 14 degrees 48 minutes 16 seconds East, a distance of 46.16 feet to a point; thence along a slight curve to the right a distance of 68.68 feet to a point, said curve being subtended by a chord bearing and distance of North 20 degrees 30 minutes 22 seconds East, 68.59 feet; thence along a slight curve to the right a distance of 22.03 feet to a point, said curve being subtended by a chord bearing and distance of North 27 degrees 25 minutes 27 seconds East, a distance of 22.03 feet; thence along a slight curve to the left a distance of 71.06 feet to a point, said curve being subtended by a chord bearing and distance of North 29 degrees 18 minutes 21 seconds East, a distance of 71.06 feet; thence along a curve to the left a distance of 121.08 feet to a point, said curve being subtended by a chord bearing and distance of North 20 degrees 58 minutes 07 seconds East, a distance of 120.53 feet; thence along a slight curve to the left a distance of 129.58 feet to a point, said curve being subtended by a chord bearing and distance of North 10 degrees 29 minutes 04 seconds East, 129.57 feet; thence along a slight curve to the right a distance of 118.77 feet to a point, said curve being subtended by a chord bearing and distance of North 11 degrees 06 minutes 25 seconds East, 118.77 feet; thence along a curve to the right a distance of 76.12 feet to a point, said curve being subtended by a chord bearing and distance of North 23 degrees 46 minutes 20 seconds East, 75.35 feet; thence along a slight curve to the right a distance of 105.39 feet to a point, said curve being subtended by a chord bearing and distance of North 35 degrees 28 minutes 02 seconds East, 105.39 feet; thence along a curve to the left a distance of 142.30 feet to a point, said curve being subtended by a chord bearing and distance of North 15 degrees 57 minutes 47 seconds East, 139.53 feet; thence along a slight curve to the left a distance of 150.37 feet to a point, said curve being subtended by a chord bearing and distance of North 05 degrees 13 minutes 06 seconds West, 150.37 feet; thence along a slight curve to the left

a distance of 94.96 feet, said curve having a chord bearing and distance of North 03 degrees 47 minutes 50 seconds West, 94.95 feet; thence along a slight curve to the left a distance of 100.14 feet to a point, said curve being subtended by a chord bearing and distance of North 05 degrees 56 minutes 43 seconds West, 100.07 feet; thence along a slight curve to the left a distance of 106.46 feet to a point, said curve being subtended by a chord bearing and distance of North 11 degrees 33 minutes 21 seconds West, 106.46 feet; thence along a curve to the right of a length of 56.41 feet to a point, said curve being subtended by a chord bearing and distance of North 21 degrees 38 minutes 51 seconds East, 52.27 feet; thence along a slight curve to the right a distance of 43.34 feet to a point, said curve being subtended by a chord bearing and distance of North 68 degrees 14 minutes 13 seconds East, 43.25 feet; thence along a slight curve to the left a distance of 64.67 feet to a point, said curve being subtended by a chord bearing and distance of North 74 degrees 50 minutes 39 seconds East, 64.65 feet; thence along a slight curve to the left a distance of 23.98 feet to a point, said curve being subtended by a chord bearing and distance of North 69 degrees 22 minutes 19 seconds East, 23.96 feet, and being the True Point of Beginning; thence continuing along the eastern right of way line of White Oak Valley Road along a curve to the left a distance of 72.75 feet to a point, said curve being subtended by a chord bearing and distance of North 49 degrees 15 minutes 17 seconds East, 71.91 feet; thence along a curve to the left a distance of 121.69 feet to a point, said curve being subtended by a chord bearing and distance of North 33 degrees 34 minutes 27 seconds East, 121.68 feet; thence along a curve to the right a distance of 112.73 feet to a point, said curve being subtended by a chord bearing and distance of North 39 degrees 59 minutes 44 seconds East, 112.46 feet; thence along a slight curve to the left a distance of 66.56 feet to a point, said curve being subtended by a chord bearing and distance of North 45 degrees 38 minutes 58 seconds East, 66.56 feet; thence South 67 degrees 00 minutes 04 seconds East, a distance of 57.08 feet to a point; thence North 22 degrees 59 minutes 10 seconds East, a distance of 140.65 feet to a point; thence North 45 degrees 06 minutes 46 seconds East, a distance of 60.09 feet to a point; thence along a curve to the left a distance of 115.68 feet to a point, said curve being subtended by a chord bearing and distance of North 39 degrees 01 minute 26 seconds East, 115.47 feet; thence leaving said right of way and running South 24 degrees 40 minutes 00 seconds East, a distance of 2,325.62 feet to a point located in the western right of way line of Lee Highway; thence along said highway, South 65 degrees 08 minutes 42 seconds West, a distance of 239.96 feet to a point; thence South 24 degrees 51

minutes 18 seconds East, a distance of 20.00 feet to a point; thence South 65 degrees 08 minutes 42 seconds West, a distance of 234.32 feet to a point; thence South 65 degrees 05 minutes 55 seconds West, a distance of 156.48 feet to a point; thence leaving said right of way and running North 24 degrees 54 minutes 05 seconds West, a distance of 2,068.82 feet to the True Point of Beginning. Containing 32.00 acres, more or less, and as shown on survey by Hopkins Surveying Group dated July 9, 2012, Drawing No. 2012-74-1.

Together with all right, title, interest and claim in and to the following parcel of land conveyed by Harry H. Hoghn and wife, Marie Hoghn to Lewis Bell and wife, Pauline Bell dated July 25, 1950 and recorded in Book 1683, Page 209, in the Register's Office of Hamilton County, Tennessee:

Being the southeastern corner of a certain 40-acre tract of land conveyed unto Harry H. Hoghn by Deed dated October 19, 1931, recorded in Deed Book 5, Vol. 26, page 221, Register's Office, Hamilton County, Tennessee, and being all that part of said tract of land located on the Eastern or Southeastern side of Hoghn Road, as the same is now located, being in the form of a triangle, having a frontage of about 350 feet along the Eastern or Southeastern line of Hoghn Road, the southern line being about 90 feet in length, said parcel of land containing less than one acre.

The source of Grantor's interest is found in deeds of record in Book 10131, Page 137, in the Register's Office of Hamilton County, Tennessee.

Subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

The parties collectively acknowledge and agree that this Deed was prepared from information furnished by the parties. No examination has been made and neither William H. Vetterick nor Samples, Jennings, Clem & Fields, P.L.L.C. shall have any liability for the status of the title of the property or for the accuracy of such information.

— — —

By:

(Janice L. Bell)

EXECUTOR

(Janice L. Bell)

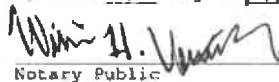
INDIVIDUALLY

STATE OF TENNESSEE)

COUNTY OF HAMILTON

Personally appeared before me, a notary public in the above State and County, Janice L. Bell, as Executor of the Estate of Anthony L. Bell, and individually, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

2019.



My commission.

My commission expires: 6/13/22

AFFIDAVIT

The undersigned hereby offers this instrument for recording within the meaning of the statute of the State of Tennessee under T.C.A. §67-4-409, and hereby swears or affirms that this instrument is used to evidence distribution of property to a beneficiary under will and is therefore exempt from transfer tax.

(Janice L. Bell)

AFFIANTE

Sworn to and subscribed before me,
this 9th day of May, 2019.

William H. Vanecko

NOTARY PUBLIC

My Commission Expires: 6/3/22



REQUEST FOR VOLUNTARY ANNEXATION

December 13, 2023

City of Collegedale, TN
5225 Tallant Road
Collegedale, TN 37363

Re: Voluntary Annexation of Unincorporated Properties of Hamilton County, TN
Parcel ID: 132_045.03

Dear City Planning and Economic Development,

I, Brad Brackett, PLA, the acting agent for the below referenced property, would like the City of Collegedale Planning and Economic Development to consider our request for annexation. The property in question is described in Exhibit A in the unincorporated part of Hamilton County, Tennessee. The reason for this annexation is to create unifying jurisdiction for a proposed single family subdivision development.

#1: Parcel ID: 132_045.03, Unincorporated (Hamilton County)

Approximate Land Area: 25.62 Acres

Existing Hamilton County Zoning: A-1

Any additional information may be requested at bbrackett@ragansmith.com or (423) 490.9400

Sincerely,

Brad Brackett, PLA



WRITTEN CONSENT OF OWNER TO ANNEX

I, Bell, Janice, the property owner of Parcel ID 132 045.03 as identified on the Hamilton County, TN Assessor's map, hereby consent to the filing of an application for annexation into the City of Collegedale, TN on said property, and will allow Brad Brackett, PLA of Ragan-Smith, Associates, Inc. to represent the project before the City of Collegedale, TN, the approving authority.

SIGNATURE OF OWNER

Janice L Bell
PRINTED NAME

Janice L Bell 12-14-23
SIGNATURE DATE

SIGNATURE OF AGENT

Bradley Scott Brackett
PRINTED NAME

Bradley Scott Brackett 12-14-2023
SIGNATURE DATE

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this 14 day of December 2023, before me personally appeared James Bell/Bond Bell to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Michelle L. Shaw

Notary's Signature

My Commission Expires: October 14, 2027



EXHIBIT D

PROPOSED PLAN OF SERVICES

Annexation by Owner Consent Hamilton County Parcel 132 045.03

A. Police Protection

1. Patrolling, radio responses to calls, and other routine police services using present personnel and equipment will be provided on the effective date of annexation.

Staff finds that present personnel and equipment should be sufficient in providing police services to the annexed area, though subsequent development of the property would likely require an addition to the patrol staff.

B. Fire Protection

1. Fire protection will continue to be provided immediately upon annexation by the present personnel and equipment under the contract between the City of Collegedale and the Tri-Community Fire Department.

The City of Collegedale will cover the costs associated with providing fire service to the annexed property under contract with the Tri-Community Fire Department. The cost for fire service is determined by calculating the percentage of increase in property tax revenue from year to year and then increasing the amount paid to Tri-Community Fire Department by the same percentage. There is not a set fee per property so expenditures for fire service can only be calculated by adding the projected increase in property tax revenue for the annexed parcels and then determining the percentage of increase in the City's overall property tax revenue from the previous year.

C. Water Service

1. Water will be provided to the property by Eastside Utility District subject to the extension policies and practices of the Eastside Utility District.

Water service will be provided to the property through East Side, the City should not anticipate any immediate expenditure for water service as a result of annexation.

D. Electrical Service

1. The electrical service, which are now being provided by the Electric Power Board of Chattanooga, will continue to be provided in accordance with the current policies and practices of the Electric Power Board.

Electric service is already provided by the EPB, and there are no associated costs that the City will incur in continuing to provide such service.

E. Sanitary Sewer Service

1. Currently, the property is not served by a sanitary sewer system, however the City of Collegedale may see the development of a new pump station located approximately 1/2 mile to the south at Lee Highway and Edgmon Road. A sewer extension which may consist of a step system will be required to serve the subject property.

Sewer service, which is funded via user fees, and not property taxes should not be extended to the subject property unless and until it is included and developed as a part of a larger collection system(s). Any extension would only be made according to the usual and customary policies followed by the Collegedale Sewer System.

F. Solid Waste Collection and Disposal

1. The same regular solid waste collection and disposal services provided within the City of Collegedale will be extended to the subject area.

In 2020, residential trash service is provided at a cost of \$9.66 per residential household per month; however, commercial trash service is not provided by the City. For each individual residential household, the City will spend approximately \$115.92 per year. If and when the property is developed further, additional resources will need to be allocated to be able to serve the property. Additional garbage cans will be required if portions of the annexed area are further developed.

G. Street Construction and Repair (Public Streets Only)

1. Emergency maintenance of public streets (repair of hazardous chuckholes, measures necessary for traffic flow, etc.) will begin on the effective date of annexation.
2. Routine maintenance (patching, seal-coating, grading, etc.) will be scheduled and implemented on the same basis as the remainder of the City.
3. Reconstruction and resurfacing of streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements, as the need therefore is determined by the governing body, will be accomplished under the established policies of the City.
4. Within six (6) months of annexation, street name signs will be installed in all the substantially developed sections of the annexation area.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

The subject property currently abuts Lee Highway, a state route. In the event that the City of Collegedale accepts any dedication of public rights-of-way on, through, or abutting lands included within this annexation, the above items will apply to the new public rights-of-way.

H. Recreational Facilities and Programs

1. Residents of the annexed area will have the same access to all existing recreational facilities, libraries, parks, etc. upon the effective date of annexation. The same standards and policies now used the City will be followed in the expansion of the recreational program and facilities in the enlarged city.

The staff does not note any problems with extending recreational opportunities and programs as a result of annexation, particularly since there are no residents within the annexed territory. Future residential uses should not negatively impact access to recreational facilities and programs. To the contrary, additional potential users is perceived as a net positive.

I. Street Lighting

1. The City of Collegedale does not provide street lighting, but it is the responsibility of a developer to install street lighting in substantially developed areas as specified in the Collegedale Subdivision Regulations.

Street lighting in new developments will be the responsibility of the developer, and it will be a requirement in all major subdivisions and commercial developments as required by the Collegedale Subdivision Regulations, Zoning Ordinance, and the Commercial Design Guidelines if applicable. If centralized mailbox kiosks are required by the United States Postal Service, lighted lampposts on residential lots may be considered in lieu of traditional street lighting.

J. Planning Services

1. The planning jurisdiction of the City of Collegedale will extend to the annexed area on the effective date of annexation.
2. Enforcement of the subdivision regulations, zoning ordinance, landscaping ordinance, Commercial and Multi-family Design Guidelines, and the Municipal Flood Damage Prevention Ordinance shall be extended to the annexed area on the effective date of the annexation.

The current planning staff should be sufficient in providing the necessary planning services without any additional expenditure as a result of annexation. If the property is developed in the future at a time concurrent with other development in the city, plan review and comment capability may be somewhat slowed.

K. Inspections and Code Enforcement

1. The Building and Code Enforcement jurisdiction of the City of Collegedale will extend to the annexed area on the effective date of annexation.
2. Enforcement of all current building codes, zoning codes, code enforcement codes, etc. shall be extended to the annexed area on the effective date of the annexation.

The current building inspection staff should be sufficient in providing the necessary permitting and site reviews without significant additional expenditure as a result of annexation. If the property is developed in the future at a time concurrent with other development in the city, permit processing and inspection capability may be reduced.

L. School System

1. Children in the annexed area maintain the right to attend schools in the Hamilton County School System.

The proposed annexation will not affect the right of annexed individuals to send children to Hamilton County Schools since the City does not maintain a separate school system. The City of Collegedale cannot guarantee a student will be zoned for a particular school.

M. Other Miscellaneous Services

1. Other services such as general governmental administration, etc., will be in effect immediately upon the effective date of annexation. Current and future residents of the annexed territory will have access to the Collegedale Library in the same manner as current residents.

Based on available information, annexation will not impose any undue hardship on the City of Collegedale to provide the services as stated. This analysis does not guarantee that there will not be any unforeseen costs or issues that have not been identified in this report.

ORDINANCE # 1135

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO REZONE CERTAIN PROPERTIES FROM A-1 (URBAN AGRICULTURE)/C-2 (SHOPPING CENTER COMMERCIAL) TO R-1-H (HIGH DENSITY SINGLE-FAMILY RESIDENTIAL), MORE PARTICULARLY DESCRIBED AS HAMILTON COUNTY TAX MAP 132, PARCEL 045.02 AND HAMILTON COUNTY TAX MAP 132 PARCEL 045.03, SAID PROPERTIES BEING LOCATED WITHIN THE CORPORATE LIMITS OF COLLEGEDALE, TENNESSEE

WHEREAS, Tennessee Code Annotated (T.C.A.) Section 13-7-201 confers on municipal governments the authority to regulate land use through the zoning of territory within a its jurisdictional territory; and

WHEREAS, the Collegedale Municipal Planning Commission has certified zoning districts as provided for in TCA Section 13-7-202; and

WHEREAS, T.C.A. Section 13-7-204 authorizes amendments to a zoning map; and

WHEREAS, in accordance with T.C.A. Section 13-7-203 subsection (b), the Collegedale Municipal Planning Commission made a recommendation to recommend the zoning amendment herein described on January 8th, 2024 to the Board of Commissioners; and

WHEREAS, in accordance with T.C.A. Section 13-7-203, subsection (a) a public hearing was held with at least fifteen (15) days-notice being given prior to final reading of this ordinance; and

WHEREAS, in accordance with T.C.A. Section 13-7-201(b), in a county having a population of not less than 287,700, nor greater than 287,800 according to the 1980 federal census, or any subsequent federal census, the chief legislative body of any municipality is further authorized and empowered to rezone properties conditionally, where the agreed conditions are designed to ameliorate injuries created by the rezoning to surrounding property interests or to municipal interests; and

WHEREAS, the Collegedale Municipal Planning Commission does hereby recommend to the Collegedale Mayor and Board of Commissioners that the rezoning request from A-1/C-2 to R-1-H to be approved subject to the attached conditions and of a Planned Unit Development overlay;

NOW THEREFORE, BE IT ORDAINED by the City of Collegedale, Tennessee that the following described properties be rezoned from Urban Agriculture (A-1) and Shopping Center Commercial (C-2) to R-1-H (High Density Single-Family Residential):

Section 1: The following described properties shall be zoned R-1-H with conditions on the Official Collegedale Zoning Map and shown on the attached illustration titled 'Exhibit A':

Boundary Description for Area to be Zoned R-1-H

This change in zoning will affect Hamilton County Tax Map parcels:
132 045.02 and 132 045.03 as further described in 'Exhibit B.'

Section 2: The following conditions shall apply to the property to be rezoned, as further described in Exhibit B:

- a) Collegedale Board of Commissioners approval of Resolution #542 annexing Hamilton County Tax Map Parcel 132 045.03.
- b) Gross density shall not exceed 3.5 dwelling units per acre, or 111 dwelling units.
- c) Only single-family detached homes shall be allowed to be constructed for this development.
- d) A minimum of 20% of the land area to be set aside for community space that allows. Retention and detention ponds may be included (as open space) if they are designed as part of a pedestrian-accessible passive park with the following amenities as a minimum: pond fountain (for retention ponds only), benches, and walking path.
- e) Along the right-of-way of Lee Highway for the development, there shall be a single row of evergreen and deciduous 2" caliper trees planted at approximately 25' on center; except as required to construct primary, secondary, and utility entrances and exists.
- f) Ingress/egress shall be through Lee Highway.
- g) If necessary Lee Highway shall be improved to accommodate the development as approved by TDOT and City Engineer.
- h) No building permits or certificates of occupancy shall be issued prior to the City Engineer's approval of the proposed sewer system, and/or the City of Collegedale approves the connection of such a system to its sewer system.
- i) Curb, gutter, catch basins, streetlights & sidewalk to be installed per subdivision construction plans approved by the City Engineer.
- j) Existing trees shall be preserved to the greatest extent possible.
- k) Collegedale Board of Commissioners approval of the annexation request of parcel 132 045.03.
- l) Required sewer main extensions, pump/lift station(s) serving the developed homes and mainlines shall be installed at the developer's expense and maintained thereafter by the City in accordance with established practice. A maintenance agreement shall be executed which

defines ongoing responsibilities of the developer or his/her successor, and the City of Collegedale.

NOW, LET IT BE FURTHER ORDAINED, that this ordinance shall take effect fifteen (15) days following a public hearing and a final reading by the Collegedale Board of Mayor and Commissioners, the welfare of the City requiring it.

Passed first reading _____
Votes for _____ Votes against _____

Passed second reading _____
Votes for _____ Votes against _____

Mayor

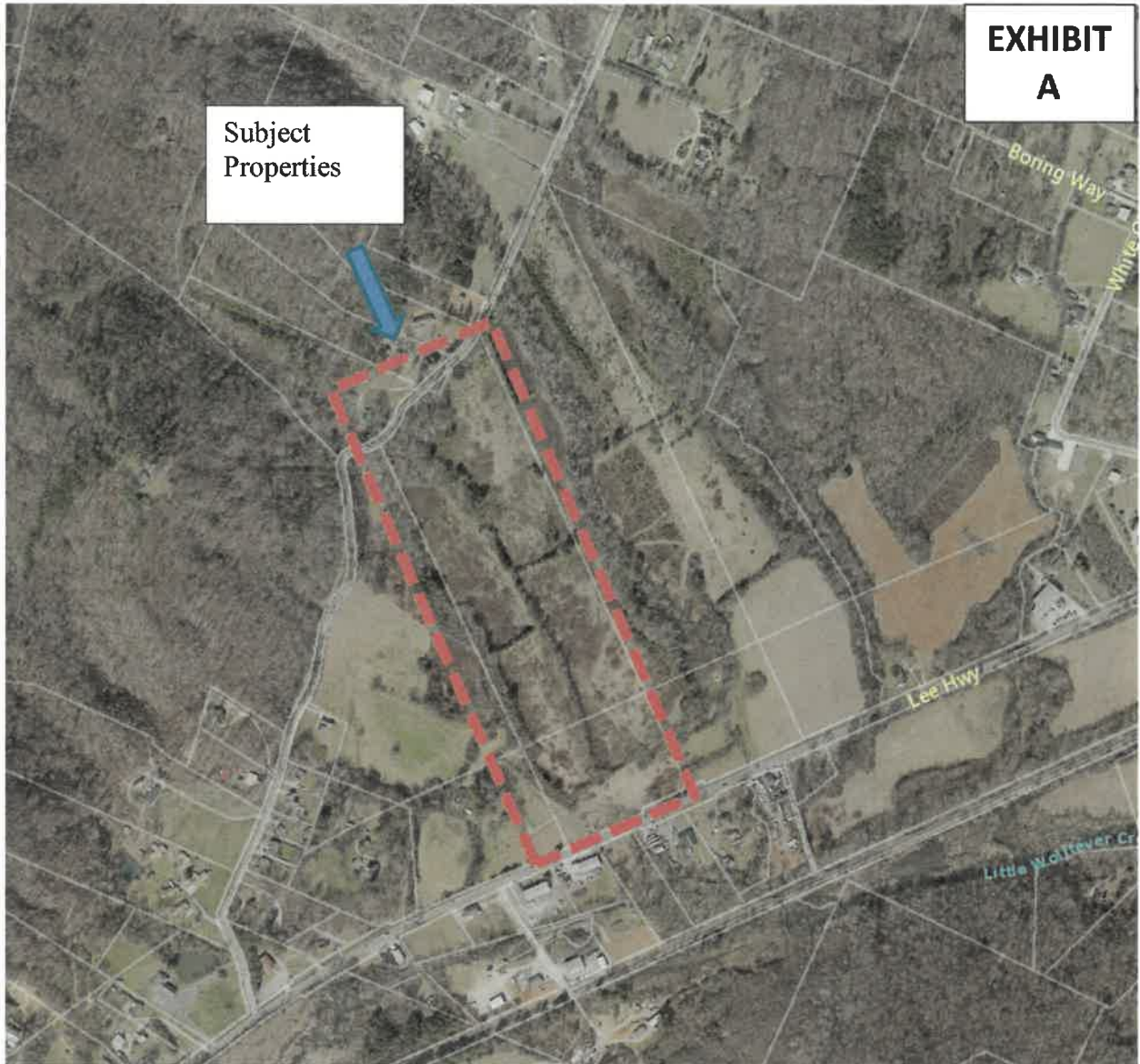
Attest: City Recorder

Approved as to form:

City Attorney

**EXHIBIT
A**

Subject
Properties



**EXHIBIT
B**

Document	GI 11637 / 39
Instrument	2018062800185
1 Page DUPLICATION DEED	
Recorded by ADR on 5/6/2018 at 3:30 PM	
DEED RECORDING FEE	25.00
DATA PROCESSING FEE	3.00
TOTAL FEES	\$28.00
Done at Hamilton County, Tennessee, this 6th day of June, 2018	MARC GRAWITT

This instrument prepared by Samples, Jennings, Clem & Fields, P.L.L.C., Attorney
Shallowford Law Center, 130 Jordan Drive, Chattanooga, Tennessee 37421

Address for Grantee and Property Taxes: Mrs. Janice L. Bell
8522 Chambers Road
Chattanooga, Tennessee 37421

Map Parcel Nos. Pt 132-845 and Pt 132-844

This Deed is not subject to the privilege tax on transfer of realty pursuant to T.C.A. 67-4-409, as this instrument is used to evidence distribution of property to a beneficiary under will, and is therefore exempt from transfer tax.

EXECUTOR'S DEED

WHEREAS, Anthony Lewis Bell died on March 1, 2018, leaving a will dated February 20, 2014; and

WHEREAS, Janice L. Bell was married to Anthony Lewis Bell at the time of acquisition of the real estate below, and remained continuously married until the death of Anthony Lewis Bell on March 1, 2018; and

WHEREAS, the will of Anthony Lewis Bell was admitted to probate on April 24, 2016, in the Chancery Court of Hamilton County, Tennessee, Docket No. 18-P-281; and

WHEREAS, Anthony Lewis Bell's will named Janice L. Bell as Executor, and Janice L. Bell has duly qualified as such; and

WHEREAS, the will of Anthony Lewis Bell leaves his interest in the below real property to Janice L. Bell;

NOW, THEREFORE, pursuant to the authority of the will of Anthony Lewis Bell and for good and valuable consideration;

I, Janice L. Bell, as Executor of the ESTATE OF ANTHONY LEWIS BELL and individually, do hereby quitclaim, transfer and convey unto JANICE L. BELL, all right, title and interest in the following described real estate located in the Second Civil

District of Hamilton County, Tennessee:

To locate the True Point of Beginning, begin at an iron pipe found in the eastern right of way line of White Oak Valley Road where same would be intersected by the westward extension of the northern line of Lot 1, White Oak Valley Trace, as shown by plat of record in Plat Book 57, Page 230, in the Register's Office of Hamilton County, Tennessee; thence northwardly along the eastern right of way line of White Oak Valley Road the following: along a slight curve to the right a distance of 70.30 feet to a point, said curve being subtended by a chord bearing and distance of North 14 degrees 41 minutes 55 seconds East, 70.30 feet; thence along a slight curve to the right a distance of 46.16 feet to a point, said point being subtended by a chord bearing and distance of North 14 degrees 48 minutes 16 seconds East, a distance of 46.16 feet to a point; thence along a slight curve to the right a distance of 68.68 feet to a point, said curve being subtended by a chord bearing and distance of North 20 degrees 30 minutes 22 seconds East, 68.59 feet; thence along a slight curve to the right a distance of 22.03 feet to a point, said curve being subtended by a chord bearing and distance of North 27 degrees 25 minutes 27 seconds East, a distance of 22.03 feet; thence along a slight curve to the left a distance of 71.06 feet to a point, said curve being subtended by a chord bearing and distance of North 29 degrees 18 minutes 21 seconds East, a distance of 71.06 feet; thence along a curve to the left a distance of 121.08 feet to a point, said curve being subtended by a chord bearing and distance of North 20 degrees 58 minutes 07 seconds East, a distance of 120.53 feet; thence along a slight curve to the left a distance of 129.58 feet to a point, said curve being subtended by a chord bearing and distance of North 10 degrees 29 minutes 04 seconds East, 129.57 feet; thence along a slight curve to the right a distance of 118.77 feet to a point, said curve being subtended by a chord bearing and distance of North 11 degrees 06 minutes 25 seconds East, 118.77 feet; thence along a curve to the right a distance of 76.12 feet to a point, said curve being subtended by a chord bearing and distance of North 23 degrees 46 minutes 20 seconds East, 75.35 feet; thence along a slight curve to the right a distance of 105.39 feet to a point, said curve being subtended by a chord bearing and distance of North 35 degrees 28 minutes 02 seconds East, 105.39 feet; thence along a curve to the left a distance of 142.30 feet to a point, said curve being subtended by a chord bearing and distance of North 15 degrees 57 minutes 47 seconds East, 139.53 feet; thence along a slight curve to the left a distance of 150.37 feet to a point, said curve being subtended by a chord bearing and distance of North 05 degrees 13 minutes 06 seconds West, 150.37 feet; thence along a slight curve to the left

a distance of 94.96 feet, said curve having a chord bearing and distance of North 03 degrees 47 minutes 50 seconds West, 94.95 feet; thence along a slight curve to the left a distance of 100.14 feet to a point, said curve being subtended by a chord bearing and distance of North 05 degrees 56 minutes 43 seconds West, 100.07 feet; thence along a slight curve to the left a distance of 106.46 feet to a point, said curve being subtended by a chord bearing and distance of North 11 degrees 33 minutes 21 seconds West, 106.46 feet; thence along a curve to the right of a length of 56.41 feet to a point, said curve being subtended by a chord bearing and distance of North 71 degrees 38 minutes 51 seconds East, 52.27 feet; thence along a slight curve to the right a distance of 43.34 feet to a point, said curve being subtended by a chord bearing and distance of North 68 degrees 14 minutes 13 seconds East, 43.25 feet; thence along a slight curve to the left a distance of 64.67 feet to a point, said curve being subtended by a chord bearing and distance of North 74 degrees 50 minutes 39 seconds East, 64.65 feet; thence along a slight curve to the left a distance of 23.98 feet to a point, said curve being subtended by a chord bearing and distance of North 69 degrees 22 minutes 19 seconds East, 23.96 feet, and being the True Point of Beginning; thence continuing along the eastern right of way line of White Oak Valley Road along a curve to the left a distance of 72.75 feet to a point, said curve being subtended by a chord bearing and distance of North 49 degrees 15 minutes 17 seconds East, 71.91 feet; thence along a curve to the left a distance of 121.69 feet to a point, said curve being subtended by a chord bearing and distance of North 33 degrees 34 minutes 27 seconds East, 121.68 feet; thence along a curve to the right a distance of 112.73 feet to a point, said curve being subtended by a chord bearing and distance of North 39 degrees 59 minutes 44 seconds East, 112.46 feet; thence along a slight curve to the left a distance of 66.56 feet to a point, said curve being subtended by a chord bearing and distance of North 45 degrees 38 minutes 58 seconds East, 66.56 feet; thence South 67 degrees 00 minutes 04 seconds East, a distance of 57.08 feet to a point; thence North 72 degrees 59 minutes 10 seconds East, a distance of 140.65 feet to a point; thence North 45 degrees 06 minutes 46 seconds East, a distance of 60.09 feet to a point; thence along a curve to the left a distance of 115.68 feet to a point, said curve being subtended by a chord bearing and distance of North 39 degrees 01 minute 26 seconds East, 115.47 feet; thence leaving said right of way and running South 24 degrees 40 minutes 00 seconds East, a distance of 2,325.62 feet to a point located in the western right of way line of Lee Highway; thence along said highway, South 65 degrees 08 minutes 42 seconds West, a distance of 239.96 feet to a point; thence South 24 degrees 51

minutes 18 seconds East, a distance of 20.00 feet to a point; thence South 65 degrees 08 minutes 42 seconds West, a distance of 234.32 feet to a point; thence South 65 degrees 05 minutes 55 seconds West, a distance of 156.48 feet to a point; thence leaving said right of way and running North 74 degrees 54 minutes 05 seconds West, a distance of 2,068.82 feet to the True Point of Beginning. Containing 32.00 acres, more or less, and as shown on survey by Hopkins Surveying Group dated July 9, 2012, Drawing No. 2012-74-1.

Together with all right, title, interest and claim in and to the following parcel of land conveyed by Harry H. Hoghn and wife, Marie Hoghn to Lewis Bell and wife, Pauline Bell dated July 25, 1950 and recorded in Book 1683, Page 209, in the Register's Office of Hamilton County, Tennessee:

Being the southeastern corner of a certain 40-acre tract of land conveyed unto Harry H. Hoghn by Deed dated October 19, 1931, recorded in Deed Book B, Vol. 26, page 221, Register's Office, Hamilton County, Tennessee, and being all that part of said tract of land located on the Eastern or Southeastern side of Hoghn Road, as the same is now located, being in the form of a triangle, having a frontage of about 350 feet along the Eastern or Southeastern line of Hoghn Road, the southern line being about 90 feet in length, said parcel of land containing less than one acre.

The source of Grantor's interest is found in deeds of record in Book 10131, Page 137, in the Register's Office of Hamilton County, Tennessee.

Subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

Subject to any governmental zoning and subdivision ordinances or regulations in effect thereon.

The parties collectively acknowledge and agree that this Deed was prepared from information furnished by the parties. No examination has been made and neither William H. Vetterick nor Samples, Jennings, Clem & Fields, P.L.L.C. shall have any liability for the status of the title of the property or for the accuracy of such information.

IN WITNESS WHEREOF, the Grantor has executed this Deed as
of the 9th day of May, 2019.

ESTATE OF ANTHONY L. BELL

By: Janice L. Bell
(Janice L. Bell)
EXECUTOR

Janice L. Bell
(Janice L. Bell)
INDIVIDUALLY

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, a notary public in the
above State and County, Janice L. Bell, as Executor of the Estate
of Anthony L. Bell, and individually, with whom I am personally
acquainted, and who acknowledged that she executed the within
instrument for the purposes therein contained.

WITNESS my hand, at office, this 9th day of May,
2019.



William H. Vetterick
Notary Public
My Commission Expires: 6/13/22

AFFIDAVIT

The undersigned hereby offers this instrument for
recording within the meaning of the statute of the State of
Tennessee under T.C.A. 567-4-409, and hereby swears or affirms that
this instrument is used to evidence distribution of property to a
beneficiary under will and is therefore exempt from transfer tax.

Janice L. Bell
(Janice L. Bell)
AFFIANT

Sworn to and subscribed before me,
this 9th day of May, 2019.

William H. Vetterick
NOTARY PUBLIC
My Commission Expires: 6/13/22





CITY OF COLLEGEDALE PLANNING DEPARTMENT STAFF REPORT

Agenda Item No.

City Commission Hearing: February 5, 2024

PROPOSED PROJECT

Case Number(s):	ZON2023-09 / Ordinance 1135	Applicant(s):	RaganSmith
Project Planner:	Jason Allin		
Tax Map Number(s):	132 045.02 and 132 045.03	Representative(s):	Brad Brackett
Continued From:	N/A		

PROJECT DESCRIPTION AND LOCATION

Dependent on the annexation approval of parcel 132 045.03 the applicant is proposing to rezone two existing parcels from Urban Agriculture (A-1) (132 045.03) and Shopping Center Commercial (C-2) (132 045.02) to High Density Single-Family (R-1-H / PUD). The rezone would allow the development of 111 single-family homes.

Companion case ZON2023-10 is a request for a Planned Unit Development (PUD) overlay to be applied to Tax Map Parcel 132 045.02 and 132 045.03, which is under the same ownership.

PROJECT RECOMMENDATION

STAFF RECOMMENDATION:

THAT THE CITY COMMISSIONERS TAKE THE FOLLOWING ACTIONS:

APPROVE ZON2023-09, subject to any attached Conditions of Approval and based upon the findings and conclusions provided in this staff report.

Conditions

- a) Gross density shall not exceed 3.5 dwelling units per acre, or 111 dwelling units.
- b) Only single-family detached homes shall be allowed to be constructed for this development.
- c) A minimum of 20% of the land area to be set aside for community space that allows. Retention and detention ponds may be included (as open space) if they are designed as part of a pedestrian-accessible passive park with the following amenities as a minimum: pond fountain (for retention ponds only), benches, and walking path.
- d) Along the right-of-way of Lee Highway for the development, there shall be a single row of evergreen and deciduous 2" caliper trees planted at approximately 25' on

- center; except as required to construct primary, secondary, and utility entrances and exists.
- e) Ingress/egress shall be through Lee Highway.
 - f) If necessary Lee Highway shall be improved to accommodate the development as approved by TDOT and City Engineer.
 - g) No building permits or certificates of occupancy shall be issued prior to the City Engineer's approval of the proposed sewer system, and/or the City of Collegedale approves the connection of such a system to its sewer system.
 - h) Curb, gutter, catch basins, streetlights & sidewalk to be installed per subdivision construction plans approved by the City Engineer.
 - i) Existing trees shall be preserved to the greatest extent possible.
 - j) Collegedale Board of Commissioners approval of the annexation request of parcel 132 045.03.
 - h) Required sewer main extensions, pump/lift station(s) serving the developed homes and mainlines shall be installed at the developer's expense and maintained thereafter by the City in accordance with established practice. A clear maintenance agreement shall be executed which defines ongoing responsibilities of the developer or his/her successor, and the City of Collegedale.

PROJECT DATA

Land Use and Zoning:

2030 Land Use Plan	Applicable
Planned Residential Unit Development (PUD):	Yes
FEMA Flood Zone:	500 YEAR / Parcel 132 045.02
Existing Zoning Classification:	Shopping Center Commercial (C-2) Urban Agriculture (A-1) / Hamilton County
Proposed Zoning Classification:	High Density Single-Family (R-1-H) (PUD Overlay)
Surrounding Zoning Classifications	
North:	Urban Agriculture (A-1) / Hamilton County
East:	Urban Agriculture (A-1) / Hamilton County Shopping Center Commercial (C-2)
South:	Shopping Center Commercial (C-2) Mixed Use Business Center (MU-BC)
West:	Urban Agriculture (A-1) / Hamilton County Shopping Center Commercial (C-2)
Existing Use:	Vacant
Surrounding Uses	
North:	Single Family
East:	Vacant
South:	Commercial

West:	Vacant / Single Family
-------	------------------------

Project Details:

<i>Item</i>	<i>Current</i>	<i>Minimum Required</i>	<i>Proposed</i>
Project Site (Acres):	32.01 Acre	5 Acres	32.01 Acre
Max Residential Density:	N/A	6 Units per Acre	3.5 Units Per Acre
Proposed Minimum Lot Size:	N/A	6	7,440 SQFT
Minimum Lot Width:	N/A	50 FT	52 FT
Maximum Lot Coverage:	N/A	No more than 40%	No more than 40%
Setback Minimums			
Front:		25FT	25FT (PUD)
Rear:		20FT	10FT (PUD)
Side:		10FT	5FT (PUD)

Parking:

<i>Type of Use</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Single Family	2 Per Dwelling	2 Per Dwelling
TOTAL:	2 Per Dwelling	

School Data:

<i>Current Hamilton County School Zoning</i>	<i>School</i>
Elementary:	Ooltewah Elementary
Middle School	Hunter Middle School
High School:	Ooltewah High School

Environmental Resources:

<i>Hydrologic Unit(s)-sub-basins</i>	<i>Primary Blueline Stream(s) on site</i>	<i>Wetland(s) Present</i>	<i>Presence of FEMA Flood Hazard Zone(s)</i>	<i>Slopes Exceeding 25%</i>
N/A	N/A	N/A	N/A	N/A

PROJECT LOCATION MAP AND SITE PHOTOS



Figure 1: Project Location Map



Figure 2: Project Location (Lee Hwy facing North into subject area)



Figure 3: Project Location (White Oak Valley Circle facing South into subject area)

PROJECT BACKGROUND AND ANALYSIS

Background: ZON2023-09 was submitted on November 22nd, 2024.

Parcel 132 045.03 (approx. 24.73 acres) is currently under Hamilton County's jurisdiction; therefore, the applicant has initiated an owner requested annexation into the City of Collegedale. Dependent on the adoption of the annexation request, the applicant has submitted a request to rezone two parcels currently defined as 132 045.02 and 132 045.03 from Urban Agriculture (A-1)/Shopping Center Commercial (C-2) to High Density Single-Family (R-1-H) and attach a Planned Residential Unit Overlay or PUD to the rezoned area.

If the annexation and rezone are both approved, PUD (ZON2023-10) would consist of approximately 32.01 acres. The 32.01 acres would hold one hundred and eleven (111) single family homes consisting of (94) 52'x120' and (17) 62'x120' lots in size. The applicant has provided a preliminary site plan that is attached to this staff report.

Planning Staff Comments:

The general area located near the proposed development mostly consist of single-family homes and a minimal number of commercial businesses. Staff believes with the annexation of the new territory; single family homes would be compatible with the surrounding area. The area located off Lee Highway within the City of Collegedale's jurisdiction is currently zoned for commercial use. With a changing market staff believes that this immediate area would be more suitable for single family homes and would assist in preserving some of the natural beauty located in the area.

The applicant has chosen to meet the minimum 20% open space requirement under the following language located in Chapter 17.09 section 6.6 of the zoning ordinance. Retention and detention ponds may be included (as open space) if they are designed as part of a pedestrian-accessible passive park with the following amenities as a minimum: pond fountain (for retention ponds only), benches, and walking path. Staff will add this requirement as shown on the site plan as part of the conditions of approval.

Entitlement Findings:

Planning Staff has reviewed the submitted proposal and has found the rezone request and PUD request is generally consistent with the minimum standards required in the City of Collegedale's zoning ordinance.

Prior to any final approval that would approve the start of development, the applicant will need to submit a preliminary and final plat that meets the minimum standards found within the City of Collegedale's subdivision regulations. The plats will need to be approved by Planning Commission and City Commission. Additionally, the applicant will also need to submit construction, site/civil and landscape plans which includes a sewer extension (See details below). The documents will then be reviewed by city staff in the following departments, Building and Safety, Planning, Engineering, and Public Works.

Upon final approval, the required sewer main extensions, pump/lift station(s) serving the developed homes and mainlines will be installed at the developer's expense, and maintained thereafter by the City in accordance with established practice. A clear maintenance agreement shall be executed which defines ongoing responsibilities of the developer or his/her successor, and the City of Collegedale.

2030 LAND USE PLAN & POLICIES

Policy Recommendation (RES 1.1) Review the Zoning Ordinance and Subdivision Regulations for outdated development standards. Rationale: Since the housing “crash” of 2007, market analysts have identified fundamental shifts in consumer choices in housing types. The further demographic and life-stage shifts in the aging Baby Boomer cohort, along with the ascendancy of the Millennials is re-shaping the housing market nationwide and locally. Zoning standards written in an earlier time may not reflect current trends such as smaller-scale lots and homes, rental housing, and the increase in multiple generations living on the same property.

Policy Recommendation (NE 1.4) Direct service delivery efforts to level areas of the city where density is more easily served.

Policy Recommendation (RES 6.1) Implement context-aware zoning standards that consider proposed building form and surrounding development type.

TRANSPORTATION

Main access will be provided from Highway 64 (Lee Highway). Applicant will need to supply encroachment permit approvals from Tennessee Department of Transportation (TDOT).

CONCLUSION

Conclusion:

For the reasons discussed above the proposed project does conform to the 2030 Land Use Plan and with all applicable requirements of State law and the Ordinances of the City of Collegedale. Moreover, the proposed project would not be detrimental to the health, safety or general welfare of the community.

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Chattanooga Times Newspaper. As of the writing of this report, Planning Staff has received verbal telephone communication from 4 parties, 3 of which who indicated a neutral position and 1 who had opposition to the proposed project.

APPEAL INFORMATION

An appeal to the Board of Zoning Appeals may be taken from any person, firm, or corporation aggrieved, or by any governmental office, department, board, or bureau affected by any decision of the zoning official based in whole or in part upon the provisions of this ordinance. Such appeal shall be taken by filing an application with the Board a notice of appeal specifying the grounds thereof. The zoning official shall transmit to the Board all papers constituting the record upon which the action appealed was taken. Appeals shall be filed at Collegedale City Hall with the accompanying fee. The deadline for such action

shall be the close of business on the 20th day of each month for hearing at the following month's scheduled meeting. If the 20th falls on a non-working day, then the deadline shall be the close of business on the next workday. This provision allows for a reasonable time to give public notice of the hearing, as well as due notice to the parties in interested. Upon the hearing, any person or party may appear in person, by agent, or by attorney.

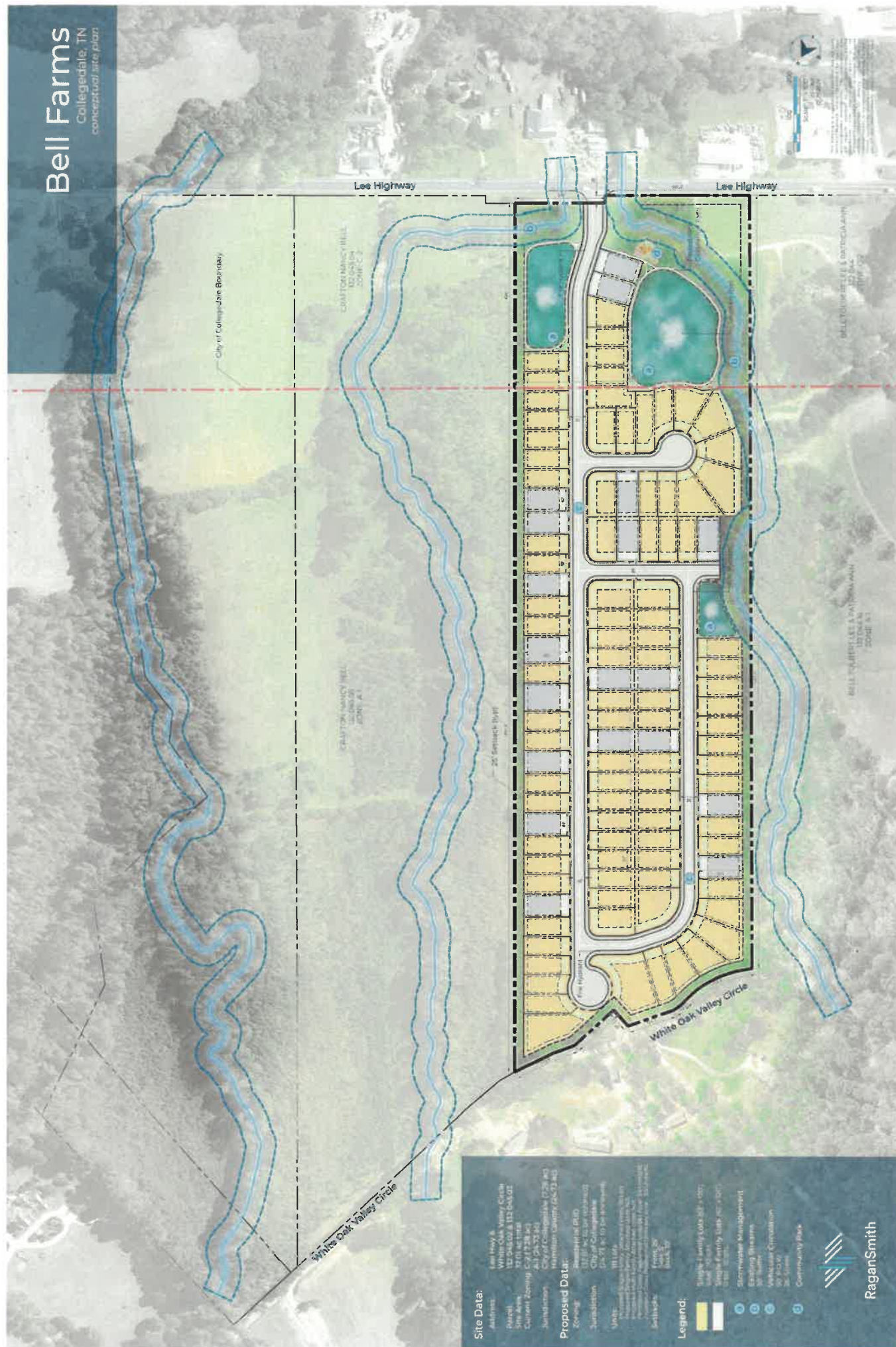
Template Location:

Template Revision: 10/31/2022

Bell Farms

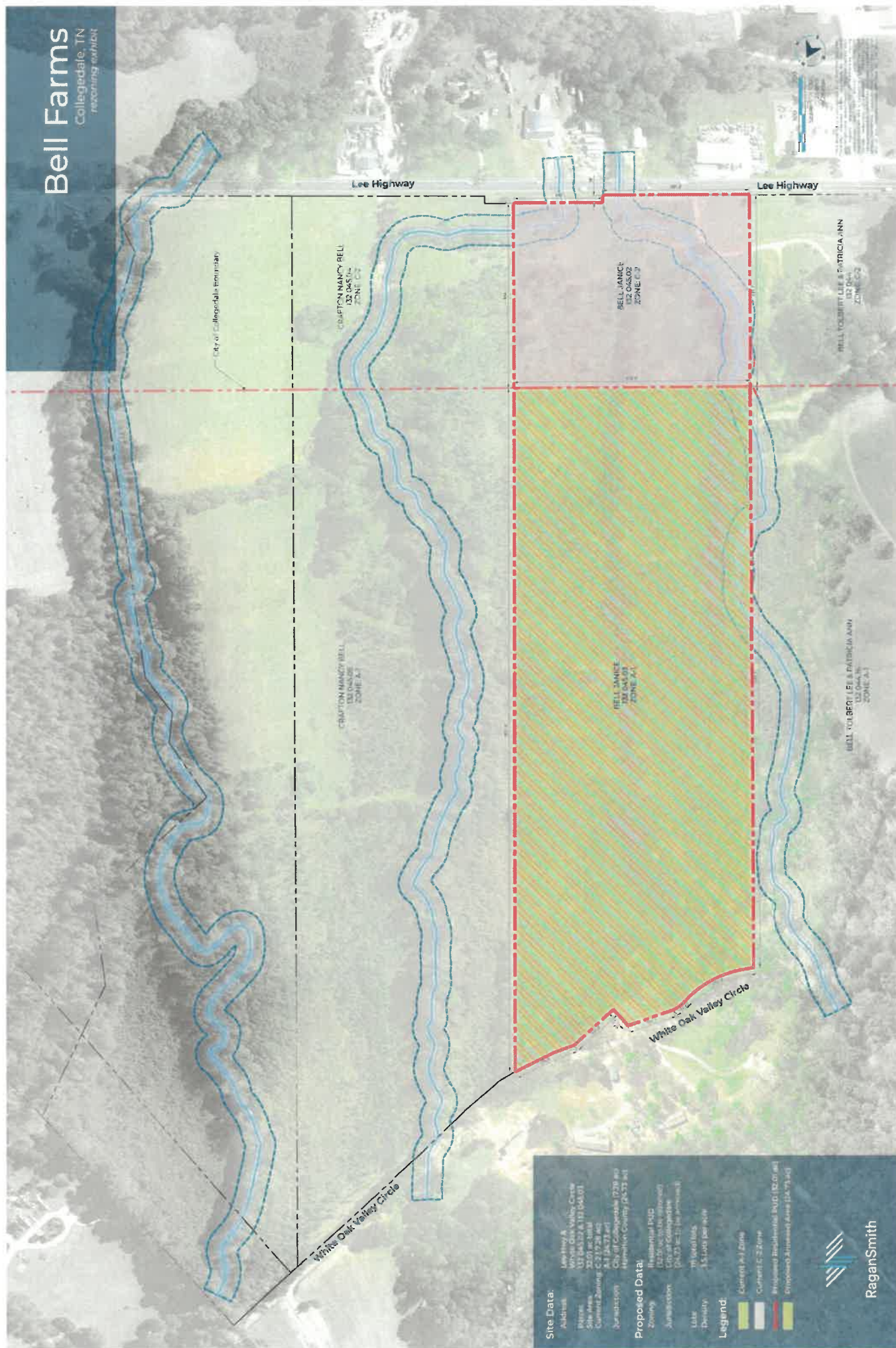
Collegedale, TN
conceptual site plan

conceptual site plan



Bell Farms

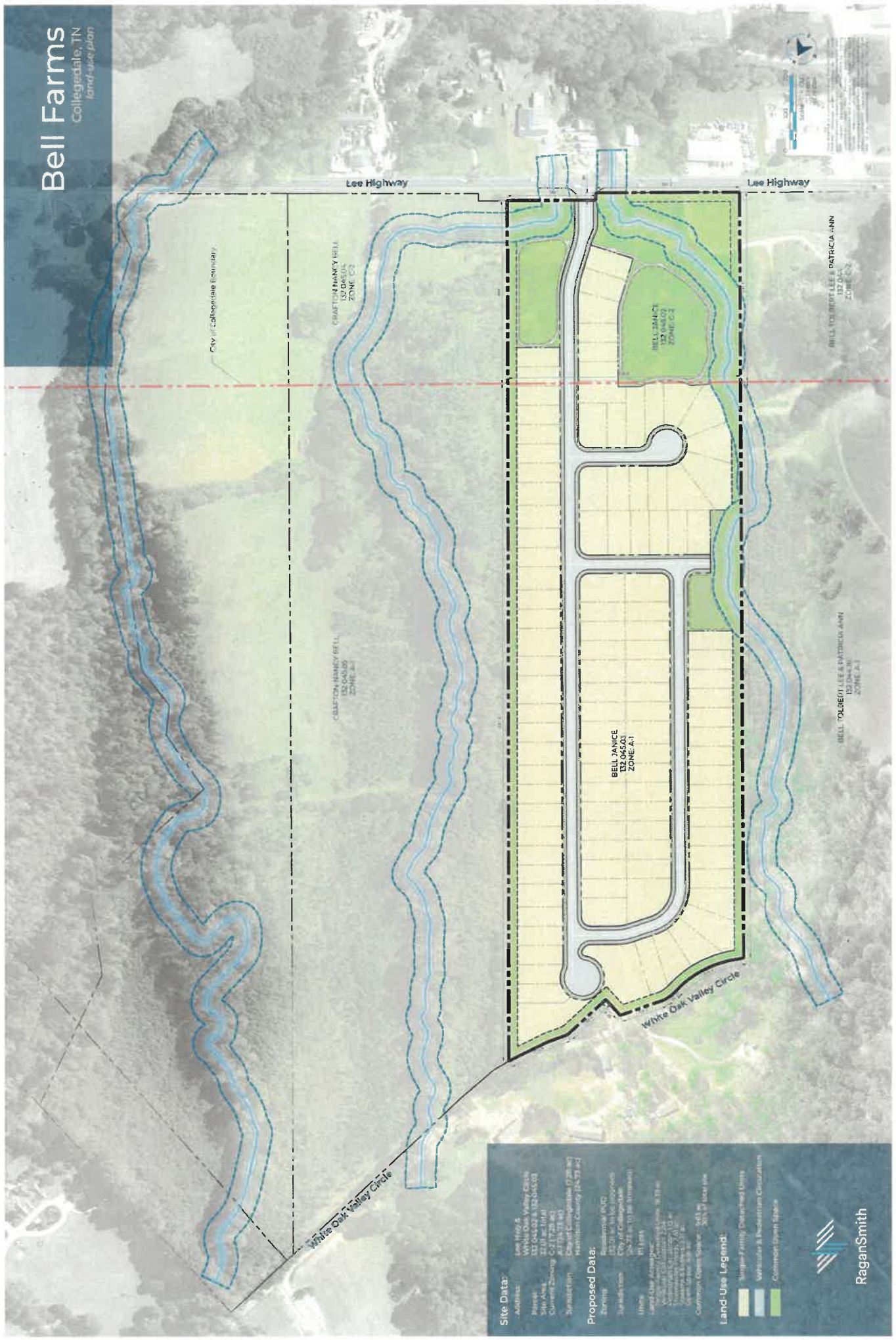
Collegedale, TN
reworking exhibit



RaganSmith

Bell Farms

Collegedale, TN
land-use plan



Site Data:

Address: Lee Hwy & White Oak Valley Circle
Parcel: 001045030, 001045031, 001045032
Site Area: 32.00 ac. total
Current Zoning: C-2 (17.28 ac)
A-1 (14.72 ac)
Jurisdiction: City of Collegedale
Hamilton County (17.28 ac)
Hamilton County (14.72 ac)

Proposed Data:

Zoning: Residential PUD
(10.20 ac. to be developed)
Jurisdiction: City of Collegedale
Hamilton County (14.72 ac)
(17.28 ac)
Land Use: Single-Family Detached Units, 16.72 ac
Agriculture, 1.28 ac
Recreation, 2.00 ac
Open Space, 0.80 ac
Covenanted Open Space: 10.20 ac (100%)

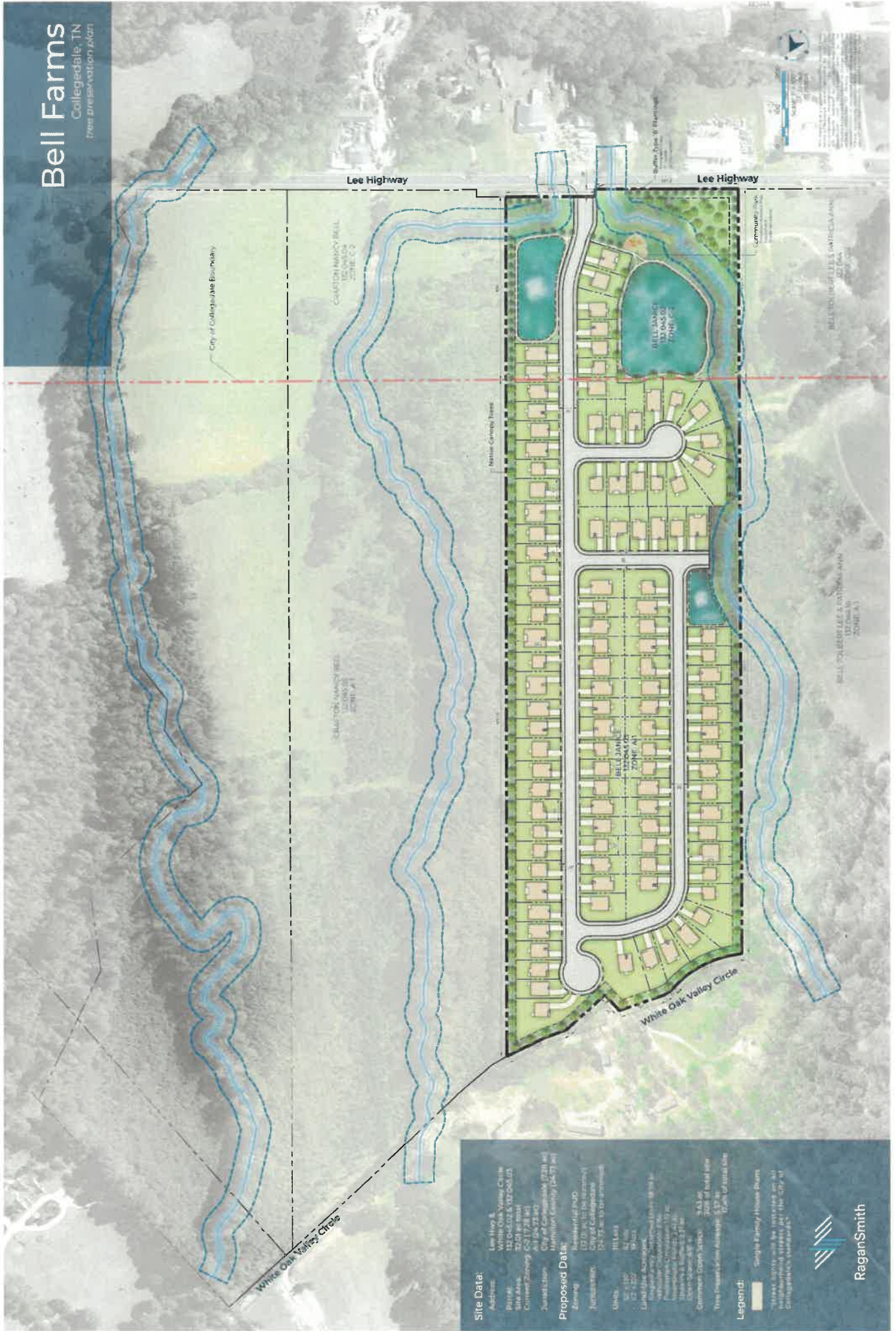
Land-Use Legend:

- Single-Family Detached Units
- Recreation & Pedestrian Circulation
- Covenanted Open Space

RaganSmith

Bell Farms

Collegedale, TN
Tree preservation plan



Site Data:

Address: Lee Hwy & White Oak Valley Circle
Parcel: 133,045.03 & 133,045.04
Site Area: 32.03 ac total
Current Zoning: C-2 (1/28/14)
Jurisdiction: City of Collegedale
Proposed Data:
Zoning: C-2 (1/28/14)
Jurisdiction: City of Collegedale
Units: 111 units
Land Use: 111 units
Long-term: 111 units
Preservation: 111 units
Common Depth: 111 units
Tree Impact: 111 units

Legend:

Single Family House Plans
Areas with a red outline are areas that are not within the City of Collegedale's jurisdiction.



RaganSmith



Brick, Hardie Siding And Shake



Stone, Hardie Siding and Shake



Hardie Siding And Shake

1,749 Sq. Ft. | 3 Bed 2.5 Bath 2 Story 2 Car



Hardie Siding and Board & Batten



Brick and Hardie Siding

ORDINANCE # 1136

AN ORDINANCE TO APPROVE A PLANNED UNIT DEVELOPMENT OVERLAY FOR CERTAIN PROPERTIES MORE PARTICULARLY DESCRIBED AS HAMILTON COUNTY TAX MAP 132, PARCEL 045.02 AND HAMILTON COUNTY TAX MAP 132 PARCEL 045.03, SAID PROPERTIES BEING LOCATED WITHIN THE CORPORATE LIMITS OF COLLEGEDALE, TENNESSEE

(Properties now or formerly owned by Janice Bell)

- WHEREAS,** the authority Tennessee Code Annotated (T.C.A.) Section 13-7-201 allows municipal governments the authority to regulate land use through the the zoning of territory within its jurisdictional territory; and
- WHEREAS,** the Collegedale Municipal Planning Commission has certified zoning districts as provided for in TCA Section 13-7-202; and
- WHEREAS,** T.C.A. Section 13-7-204 authorizes amendments to a zoning map; and
- WHEREAS,** in accordance with T.C.A. Section 13-7-203 subsection (b), the Collegedale Municipal Planning Commission made a recommendation to approve the amendment herein described to the Board of Commissioners on January 8th 2024; and
- WHEREAS,** in accordance with T.C.A. Section 13-7-203, subsection (a) a public hearing was held with at least fifteen (15) days notice being given prior to final reading of this ordinance; and
- WHEREAS,** in accordance with T.C.A. Section 13-7-201(b), in a county having a population of not less than 287,700, nor greater than 287,800 according to the 1980 federal census, or any subsequent federal census, the chief legislative body of any municipality is further authorized and empowered to rezone properties conditionally, where the agreed conditions are designed to ameliorate injuries created by the rezoning to surrounding property interests or to municipal interests;

NOW THEREFORE, BE IT ORDAINED by the City of Collegedale, Tennessee that pursuant to the requirements of Section 17.09 PLANNED UNIT DEVELOPMENTS of the Collegedale Municipal Zoning Ordinance, a Planned Unit Development overlay be approved for the the following described properties subject to the conditions listed herein:

Section 1: Boundary Description for Area to be included in the Planned Unit Development overlay:

This ordinance will affect Hamilton County Tax Map parcels 132 045.02 and 132 045.03 as further described in 'Exhibit A', being the same parcels rezoned from A-1/C-2 to R-1-H by Ordinance #1135.

Section 2: Reference is made to 'Exhibit B' included herein, which depicts the planned uses, lot configuration, amenities, and density, subject to preliminary and final plat approval.

Section 3: The following conditions shall apply to the Bell Farms Planned Unit Development described in Section 1 and further depicted in Exhibit B:

- a) Collegedale Board of Commissioners approval of Resolution #542 annexing Hamilton County Tax Map Parcel 132 045.03.
- b) Gross density shall not exceed 3.5 dwelling units per acre, or 111 dwelling units.
- c) Only single-family detached homes shall be allowed to be constructed for this development.
- d) A minimum of 20% of the land area to be set aside for community space that allows. Retention and detention ponds may be included (as open space) if they are designed as part of a pedestrian-accessible passive park with the following amenities as a minimum: pond fountain (for retention ponds only), benches, and walking path.
- e) Along the right-of-way of Lee Highway for the development, there shall be a single row of evergreen and deciduous 2" caliper trees planted at approximately 25' on center; except as required to construct primary, secondary, and utility entrances and exists.
- f) Ingress/egress shall be through Lee Highway.
- g) If necessary, Lee Highway shall be improved to accommodate the development as approved by TDOT and City Engineer.
- h) No building permits or certificates of occupancy shall be issued prior to the City Engineer's approval of the proposed sewer system, and/or the City of Collegedale approves the connection of such a system to its sewer system.
- i) Curb, gutter, catch basins, streetlights & sidewalk to be installed per subdivision construction plans approved by the City Engineer.
- j) Existing trees shall be preserved to the greatest extent possible.
- k) Collegedale Board of Commissioners approval of the annexation request of parcel 132 045.03.
- l) Required sewer main extensions, pump/lift station(s) serving the developed homes and mainlines shall be installed at the developer's expense and maintained thereafter by the City in accordance with established practice. A maintenance agreement shall be executed which defines ongoing responsibilities of the developer or his/her successor, and the City of Collegedale.

NOW, LET IT BE FURTHER ORDAINED, that this ordinance shall take effect fifteen (15) days following a public hearing and a final reading by the Collegedale Board of Mayor and Commissioners, the welfare of the City requiring it.

Passed first reading _____
Votes for _____ Votes against _____

Passed second reading _____
Votes for _____ Votes against _____

Mayor

Attest: City Recorder

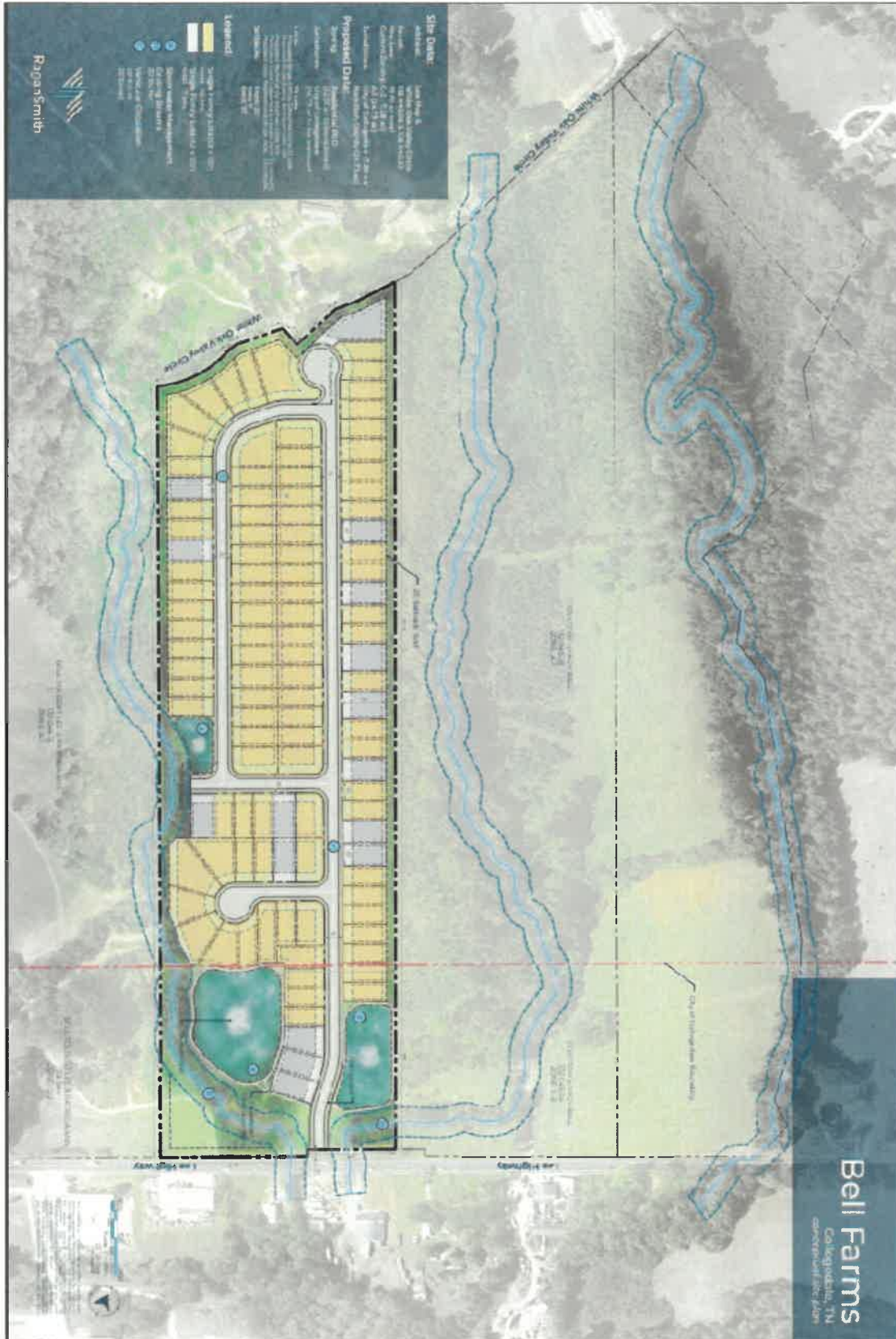
Approved as to form:

City Attorney

**EXHIBIT
A**



EXHIBIT B





CITY OF COLLEGEDALE PLANNING DEPARTMENT STAFF REPORT

Agenda Item No.

City Commission Hearing: February 5, 2024

PROPOSED PROJECT

Case Number(s): ZON2023-10 / Ordinance 1136

Applicant(s): RaganSmith

Project Planner: Jason Allin

Tax Map Number(s): 132 045.02 and 132 045.03

Representative(s): Brad Brackett

Continued From: N/A

PROJECT DESCRIPTION AND LOCATION

Dependent on the annexation of parcel 132 045.03 and rezone approval of parcels 132 045.03 and 132 045.02 the applicant is requesting a Planned Unit Development (PUD) overlay to be applied to Tax Map Parcel 132 045.02 and 132 045.03, which is under the same ownership. The Planned Unit Development would allow the development of 111 single-family homes.

Companion case ZON2023-09, the applicant is proposing to rezone two existing parcels from Urban Agriculture (A-1) (132 045.03) and Shopping Center Commercial (C-2) (132 045.02) to High Density Single-Family (R-1-H / PUD). The rezone would allow the development of 111 single-family homes.

PROJECT RECOMMENDATION

STAFF RECOMMENDATION:

THAT THE CITY COMMISSIONERS TAKE THE FOLLOWING ACTIONS:

APPROVE ZON2023-10, subject to any attached Conditions of Approval and based upon the findings and conclusions provided in this staff report.

Conditions

- a) Gross density shall not exceed 3.5 dwelling units per acre, or 111 dwelling units.
- b) Only single-family detached homes shall be allowed to be constructed for this development.
- c) A minimum of 20% of the land area to be set aside for community space that allows. Retention and detention ponds may be included (as open space) if they are designed as part of a pedestrian-accessible passive park with the following amenities as a minimum: pond fountain (for retention ponds only), benches, and walking path.

- d) Along the right-of-way of Lee Highway for the development, there shall be a single row of evergreen and deciduous 2" caliper trees planted at approximately 25' on center; except as required to construct primary, secondary, and utility entrances and exists.
- e) Ingress/egress shall be through Lee Highway.
- f) If necessary, Lee Highway shall be improved to accommodate the development as approved by TDOT and City Engineer.
- g) No building permits or certificates of occupancy shall be issued prior to the City Engineer's approval of the proposed sewer system, and/or the City of Collegedale approves the connection of such a system to its sewer system.
- h) Curb, gutter, catch basins, streetlights & sidewalk to be installed per subdivision construction plans approved by the City Engineer.
- i) Existing trees shall be preserved to the greatest extent possible.
- j) Collegedale Board of Commissioners approval of the annexation request of parcel 132 045.03.
- h) Required sewer main extensions, pump/lift station(s) serving the developed homes and mainlines shall be installed at the developer's expense and maintained thereafter by the City in accordance with established practice. A clear maintenance agreement shall be executed which defines ongoing responsibilities of the developer or his/her successor, and the City of Collegedale.

PROJECT DATA

Land Use and Zoning:	
2030 Land Use Plan	Applicable
Planned Residential Unit Development (PUD):	Yes
FEMA Flood Zone:	500 YEAR / Parcel 132 045.02
Existing Zoning Classification:	Shopping Center Commercial (C-2) Urban Agriculture (A-1) / Hamilton County
Proposed Zoning Classification:	High Density Single-Family (R-1-H) (PUD Overlay)
Surrounding Zoning Classifications	
North:	Urban Agriculture (A-1) / Hamilton County
East:	Urban Agriculture (A-1) / Hamilton County Shopping Center Commercial (C-2)
South:	Shopping Center Commercial (C-2) Mixed Use Business Center (MU-BC)
West:	Urban Agriculture (A-1) / Hamilton County Shopping Center Commercial (C-2)
Existing Use:	Vacant
Surrounding Uses	
North:	Single Family
East:	Vacant

South:	Commercial
West:	Vacant / Single Family

Project Details:

<i>Item</i>	<i>Current</i>	<i>Minimum Required</i>	<i>Proposed</i>
Project Site (Acres):	32.01 Acre	5 Acres	32.01 Acre
Max Residential Density:	N/A	6 Units per Acre	3.5 Units Per Acre
Proposed Minimum Lot Size:	N/A	6	7,440 SQFT
Minimum Lot Width:	N/A	50 FT	52 FT
Maximum Lot Coverage:	N/A	No more than 40%	No more than 40%
Setback Minimums			
Front:		25FT	25FT (PUD)
Rear:		20FT	10FT (PUD)
Side:		10FT	5FT (PUD)

Parking:

<i>Type of Use</i>	<i>Spaces Required</i>	<i>Spaces Provided</i>
Single Family	2 Per Dwelling	2 Per Dwelling
TOTAL:	2 Per Dwelling	

School Data:

<i>Current Hamilton County School Zoning</i>	<i>School</i>
Elementary:	Ooltewah Elementary
Middle School	Hunter Middle School
High School:	Ooltewah High School

Environmental Resources:

<i>Hydrologic Unit(s)-sub-basins</i>	<i>Primary Blueline Stream(s) on site</i>	<i>Wetland(s) Present</i>	<i>Presence of FEMA Flood Hazard Zone(s)</i>	<i>Slopes Exceeding 25%</i>
N/A	N/A	N/A	N/A	N/A

PROJECT LOCATION MAP AND SITE PHOTOS

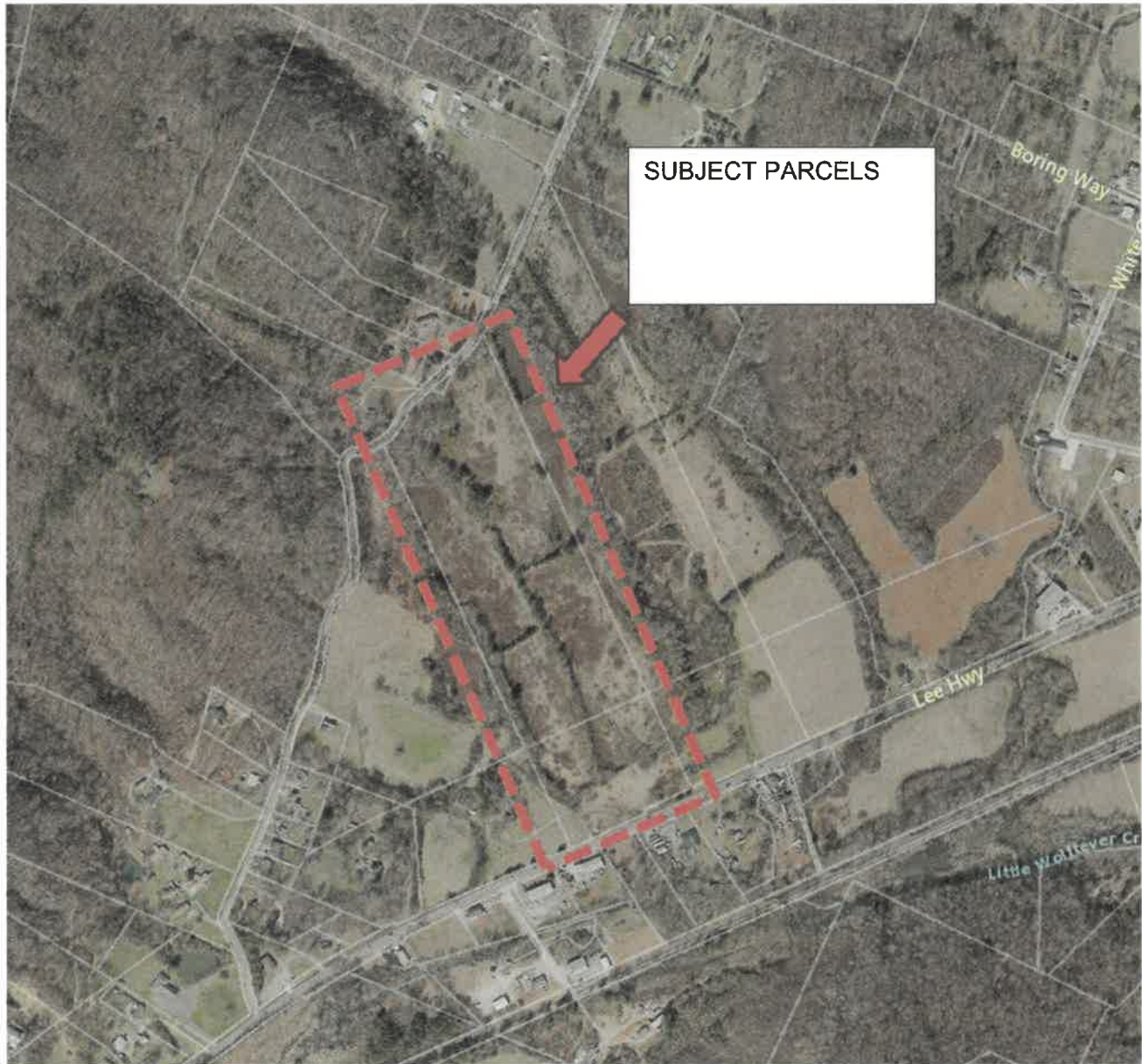


Figure 1: Project Location Map



Figure 2: Project Location (Lee Hwy facing North into subject area)



Figure 3: Project Location (White Oak Valley Circle facing South into subject area)

PROJECT BACKGROUND AND ANALYSIS

Background: ZON2023-10 was submitted on November 22nd, 2024.

Parcel 132 045.03 (approx. 24.73 acres) is currently under Hamilton County's jurisdiction; therefore, the applicant has initiated an owner requested annexation into the City of Collegedale. Dependent on the adoption of the annexation request, the applicant has submitted a request to rezone two parcels currently defined as 132 045.02 and 132 045.03 from Urban Agriculture (A-1)/Shopping Center Commercial (C-2) to High Density Single-Family (R-1-H) and attach a Planned Residential Unit Overlay or PUD to the rezoned area.

If the annexation and rezone are both approved, PUD (ZON2023-10) would consist of approximately 32.01 acres. The 32.01 acres would hold one hundred and eleven (111) single family homes consisting of (94) 52'x120' and (17) 62'x120' lots in size. The applicant has provided a preliminary site plan that is attached to this staff report.

Planning Staff Comments:

The general area located near the proposed development mostly consist of single-family homes and a minimal number of commercial businesses. Staff believes with the annexation of the new territory; single family homes would be compatible with the surrounding area. The area located off Lee Highway within the City of Collegedales's jurisdiction is currently zoned for commercial use. With a changing market staff believes that this immediate area would be more suitable for single family homes and would assist in preserving some of the natural beauty located in the area.

The applicant has chosen to meet the minimum 20% open space requirement under the following language located in Chapter 17.09 section 6.6 of the zoning ordinance. Retention and detention ponds may be included (as open space) if they are designed as part of a pedestrian-accessible passive park with the following amenities as a minimum: pond fountain (for retention ponds only), benches, and walking path. Staff will add this requirement as shown on the site plan as part of the conditions of approval.

Entitlement Findings:

Planning Staff has reviewed the submitted proposal and has found the rezone request and PUD request is generally consistent with the minimum standards required in the City of Collegedale's zoning ordinance.

Prior to any final approval that would approve the start of development, the applicant will need to submit a preliminary and final plat that meets the minimum standards found within the City of Collegedale's subdivision regulations. The plats will need to be approved by Planning Commission and City Commission. Additionally, the applicant will also need to submit construction, site/civil and landscape plans which includes a sewer extension (See details below). The documents will then be reviewed by city staff in the following departments, Building and Safety, Planning, Engineering, and Public Works.

Upon final approval, the required sewer main extensions, pump/lift station(s) serving the developed homes and mainlines will be installed at the developer's expense, and maintained thereafter by the City in accordance with established practice. A clear maintenance agreement shall be executed which defines ongoing responsibilities of the developer or his/her successor, and the City of Collegedale.

2030 LAND USE PLAN & POLICIES

Policy Recommendation (RES 1.1) Review the Zoning Ordinance and Subdivision Regulations for outdated development standards. Rationale: Since the housing “crash” of 2007, market analysts have identified fundamental shifts in consumer choices in housing types. The further demographic and life-stage shifts in the aging Baby Boomer cohort, along with the ascendancy of the Millennials is re-shaping the housing market nationwide and locally. Zoning standards written in an earlier time may not reflect current trends such as smaller-scale lots and homes, rental housing, and the increase in multiple generations living on the same property.

Policy Recommendation (NE 1.4) Direct service delivery efforts to level areas of the city where density is more easily served.

Policy Recommendation (RES 6.1) Implement context-aware zoning standards that consider proposed building form and surrounding development type.

TRANSPORTATION

Main access will be provided from Highway 64 (Lee Highway). Applicant will need to supply encroachment permit approvals from Tennessee Department of Transportation (TDOT).

CONCLUSION

Conclusion:

For the reasons discussed above the proposed project does conform to the 2030 Land Use Plan and with all applicable requirements of State law and the Ordinances of the City of Collegedale. Moreover, the proposed project would not be detrimental to the health, safety or general welfare of the community.

PUBLIC HEARING NOTIFICATION AND COMMUNITY OUTREACH

This project was advertised in the Chattanooga Times Newspaper. As of the writing of this report, Planning Staff has received verbal telephone communication from 4 parties, 3 of which who indicated a neutral position and 1 who had opposition to the proposed project.

APPEAL INFORMATION

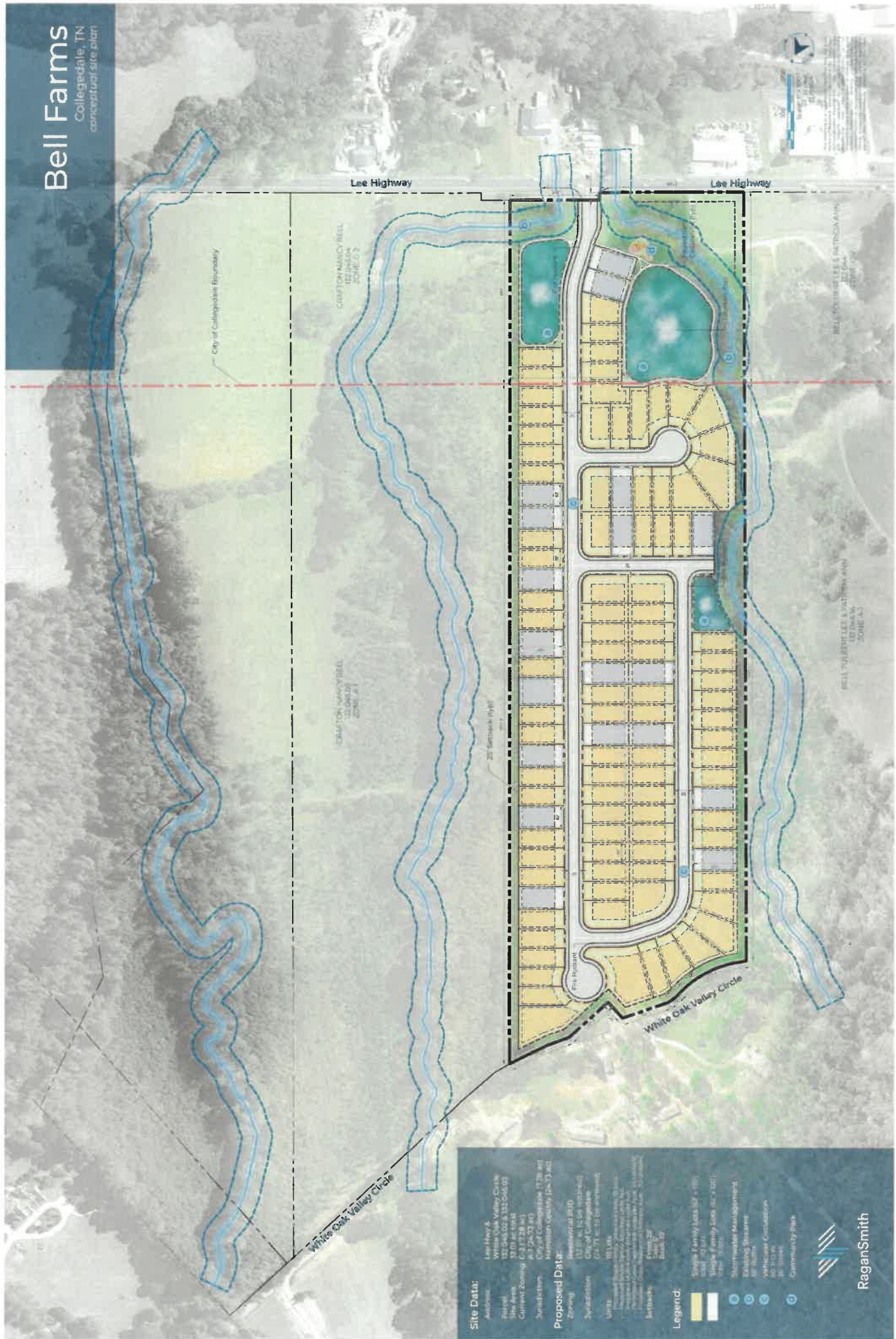
An appeal to the Board of Zoning Appeals may be taken from any person, firm, or corporation aggrieved, or by any governmental office, department, board, or bureau affected by any decision of the zoning official based in whole or in part upon the provisions of this ordinance. Such appeal shall be taken by filing an application with the Board a notice of appeal specifying the grounds thereof. The zoning official shall transmit to the Board all papers constituting the record upon which the action appealed was taken. Appeals shall be filed at Collegedale City Hall with the accompanying fee. The deadline for such action

shall be the close of business on the 20th day of each month for hearing at the following month's scheduled meeting. If the 20th falls on a non-working day, then the deadline shall be the close of business on the next workday. This provision allows for a reasonable time to give public notice of the hearing, as well as due notice to the parties in interested. Upon the hearing, any person or party may appear in person, by agent, or by attorney.

Template Location:

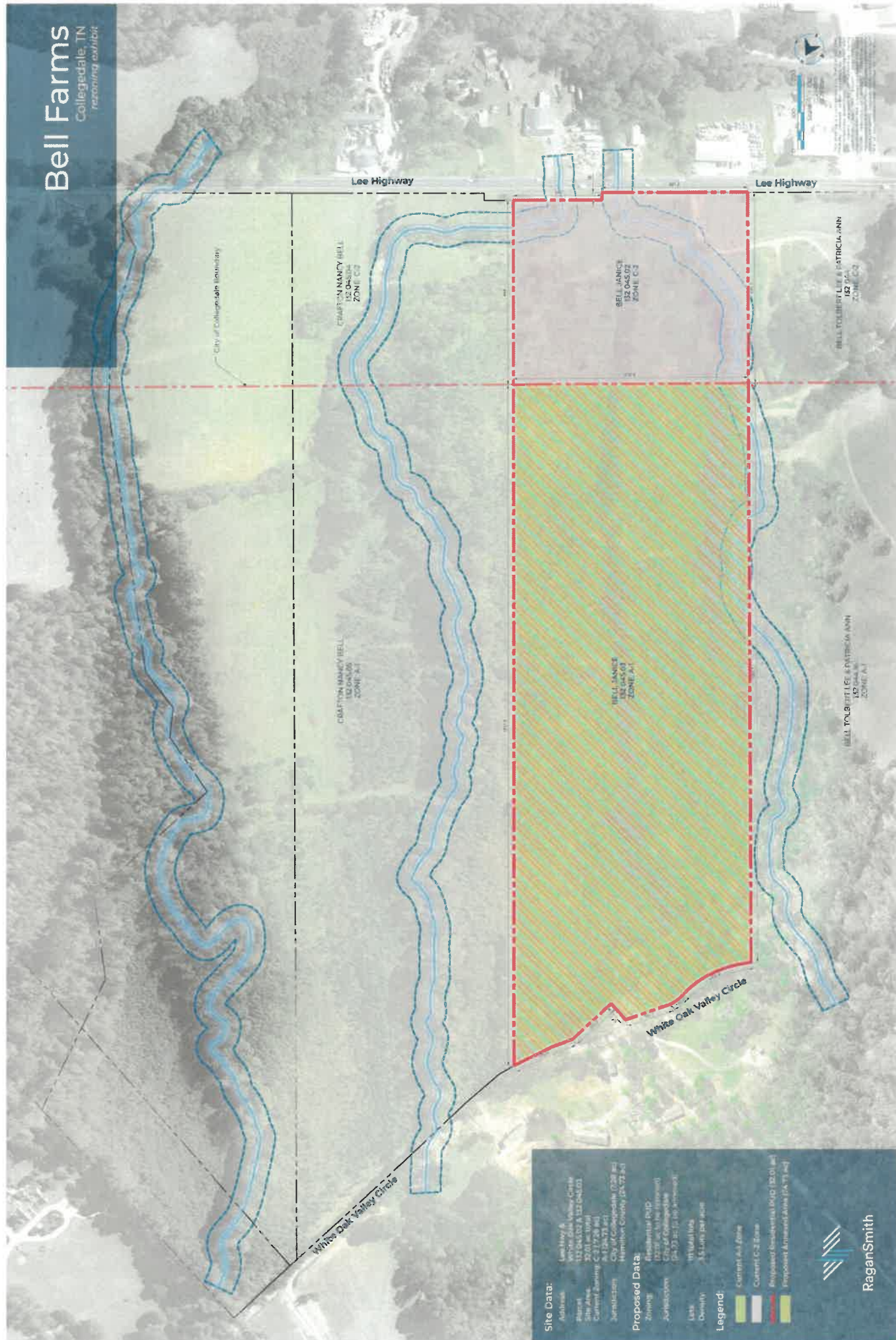
Template Revision: 10/31/2022

Bel Farms

Collegedale, TN
conceptual site plan

Bell Farms

Collegedale, TN
rezoning exhibit



Site Data:

Address:	Lee Hwy & White Oak Valley Circle
Parcel:	132 045 02 & 132 045 03
Site Area:	30.01 ac (10.94)
Current Zoning:	C-1 (7.28 ac)
Subdivision:	132 045 02 & 132 045 03
Owner:	City of Collegedale (132 045 02) Harrison County (132 045 03)

Proposed Data:

Zoning:	Residential PUD
Subdivision:	132 045 02 & 132 045 03
Lot:	15 Lots
Density:	15 Units per Acre

Legend:

	Current A-1 Zone
	Current C-2 Zone
	Proposed Residential PUD (132 045 02)
	Proposed A-1 Zone (132 045 03)



RaganSmith

Collegedale, TN
/and-use-plan

Site Data:

Address: Lee Hwy. 6
White Oak Valley Circle
122 S.W. 2nd St. 120-604-03
Siler Area
22,011 ac total
Current Zoning: C-1 (7-29 ac)
A-1 (134-25 ac)
Jurisdiction: City of Cottondale (7-26 ac)
Hamilton County (120-75 ac)

Proposed Data:

[illegible]

Land-Use Legend:

- Single-Family Carried Units
- Multifamily & Residential Circulation
- Commercial Office Space



RaganSmith

Collegedale, TN
tree preservation plan



Brick, Hardie Siding And Shake



Stone, Hardie Siding and Shake



Hardie Siding And Shake

1,749 Sq. Ft. | 3 Bed 2.5 Bath 2 Story 2 Car



Hardie Siding and Board & Batten



Brick and Hardie Siding

ORDINANCE #1134

AN ORDINANCE OF THE CITY OF COLLEGEDALE, TENNESSEE TO AMEND ORDINANCE 1087 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE

WHEREAS, effective as of January 1, 2021 the City of Collegedale enacted Ordinance 1087, adopting updated versions of multiple building codes including:

<u>International Building Code</u> (with appendices A, C, F, G, I, and J)	2018 Edition
<u>International Plumbing Code</u>	2018 Edition
<u>International Fuel Gas Code</u>	2018 Edition
<u>International Energy Conservation Code</u>	2018 Edition
<u>International Fire Code</u> (with appendices A, B, C, D, E, F, G, H, I, J, K, L, M and N)	2018 Edition
<u>International Mechanical Code</u>	2018 Edition
<u>International Property Maintenance Code</u>	2018 Edition
<u>International Residential Code</u> (with appendices A, B, C, E, H, J, and M)	2018 Edition

and amended as follows:

1. Section R101.1 Insert "City of Collegedale Tennessee" in "Name of Jurisdiction"
2. Table R301.2(1) adding the following Snow Load "10#", Wind Speed "115", Seismic "C", Weathering "Severe", Frost Line Depth, "12", Termite "Moderate to Heavy", Winter Design Temperature "20°F", Ice Barrier Required, "No", +Flood Hazards, See FIRM, Air Freezing Index, "1500 or Less", and Mean Annual Temperature "59.4°F"
3. Section R314.6, Power Source, relating to Smoke Alarms, is amended to create Exception 3 that shall read:
Exception 3. Interconnection and hard wiring of smoke alarms in existing areas shall not be required where alterations or repairs do not result in the removal or interior walls or ceiling finishes exposing the structure.
4. Section R-313 Automatic Fire Sprinkler Systems is deleted in its entirety.
5. Chapter 11 entitled Energy Efficiency of the 2018 International Residential Code is deleted in its entirety; and

WHEREAS, the City has been informed that relatively short but still significant portions of the International Residential Code, 2018 Edition and the International Energy Conservation Code, 2018 Edition as adopted by the City pursuant to said Ordinance 1087, and certain Rules and Regulations adopted and promulgated by the Secretary of the Department of Commerce and Insurance for the State of Tennessee, Division of Fire Prevention, Services at Chapter 078-02-23 with respect to One (1) and Two (2) Family Dwellings and Townhouses, are in apparent conflict with the Rules and Regulations duly and adopted promulgated, by the Secretary of Commerce and Insurance by the State of Tennessee as above referenced; and

WHEREAS, it is necessary to amend Ordinance 1087 in limited respects as hereinafter specified in order to comply with state law and to provide for uniformity of building code

standards, building code enforcement and of, in and with respect to the City of Collegedale and adjoining and surrounding jurisdictions to the end that residents', property owners', developers' and contractors' expectations and knowledge of applicable construction building codes and acceptable practices are met and for the purposes of streamlining best practices of the City's Buildings and Codes and Inspection functions and the general enhancement of the public welfare;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Collegedale, Tennessee, as follows:

Section I. The 2018 Edition of the International Energy Conservation Code, adopted by Ordinance 1087, is amended as it relates specifically to Detached One (1) or Two (2) Family Dwellings or Townhouses and or additions to any existing One (1) or Two (2) Family Dwelling or Townhouse of Thirty (30) square feet or more of interior space shall be amended to provide as follows:

1. Section R402.4.1.2 Testing is deleted and replaced with Section 402.4.2.1 Testing Option and Section 402.4.2.2 Visual Inspection Option from 2009 IECC are optional.
2. Section R403.3.3 Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.
3. Table 402.1.2 Insulation and Fenestration Requirements by Component and Table R402.1.4 Equivalent U-Factors are deleted and replaced with Table 402.1.1 Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factors 2009 IECC.

Section II. Every section, sentence, clause, and phrase of this Ordinance is separate and severable. Should any section, sentence, clause, or phrase be declared unconstitutional or invalid by a court of competent jurisdiction, said unconstitutionality or invalidity shall not affect or impair any other section, sentence, clause, or phrase. Every ordinance or part of an ordinance in conflict herewith shall be deemed to have been repealed to the extent of any such inconsistency.

Section III. This Ordinance shall take effect fifteen (15) days after the date of its final passage the health, safety, and welfare of the citizens of the City of Collegedale requiring it.

Mayor Morty Lloyd

City Recorder Kristi Wheeler

Approved as to Form:

Passed on First Reading

Passed on Second and Final Reading

City Attorney Sam Elliott

ORDINANCE #1137

AN ORDINANCE OF THE CITY OF COLLEGEDALE, TENNESSEE ESTABLISHING REGULATIONS FOR THE USE OF CITY RECREATIONAL FACILITIES

WHEREAS, as part of the general powers granted the City by T. C. A. § 6-19-101, the City has the police power to regulate the use and occupancy of property owned, operated, leased or controlled by the City;

WHEREAS, in order to provide for a safe and healthy use of City recreational facilities, it is deemed appropriate to establish rules and regulations for the same: and

WHEREAS, the addition of a new Chapter 4 to Title 20 of the Municipal Code is deemed necessary and proper by the City Commission to regulate the same;

NOW, THEREFORE, be it ordained by the City of Collegedale as follows:

Section 1: That a new Chapter 4 is hereby added to the Collegedale Municipal Code as follows:

20-401. Definitions

The following definitions shall apply throughout this section:

City commission means the governing body of the city.

Park shall include any city owned or leased park, open space area, recreation area, natural area, or building or facility located within such area, of the city.

20-402. General Rules and Regulations.

- a) Hours of Operation are Sunrise to Sunset
- b) The Hours of Operation are to protect the residential areas of the town from undue disturbance and to also preserve the safety of users of City parks, the City officials may establish hours of operation of City parks. Due to differing locations and types of use, hours of operation may vary from park to park. Certain facilities within the parks may be designated for different hours of operation than the park. No person or group shall use any park or its facilities outside hours established for their use. Any person or group found in violation of the established hours shall be instructed to leave. If a person or group fails to follow the established hours, it shall be considered trespassing and authorized personnel may have violators legally removed.

- c) No person shall damage the grounds or any structure, rock, tree, shrub, flower, waterway, trail, bird, or animal within any park nor shall any person gather limbs, brush, or trees therein for firewood.
- d) Firearms and fireworks shall not be prohibited except by authorized personnel.
- e) Bows, slingshots, and other missile or projectile throwing devices are prohibited.
- f) Dogs and other pets must be kept on a maximum of a 6-foot-long non-retractable leash while in any park or recreational area and shall not be allowed in any building other than animals assisting the disabled. Any person having the custody or control of any dog or other animal shall have the responsibility for cleaning up any solid waste of the animal and to dispose of such waste in a sanitary manner.
- g) No vending or advertising of merchandise shall be permitted without permission from City official.
- h) No alcoholic beverages of any kind or other illegal substances shall be permitted in any park area or recreational facility.
- i) Smoking, the use of tobacco products, and the use of vapor products are prohibited on the grounds of a public park, public playground, or any public property that is accessible to use by youth, if it is owned or controlled by the City of Collegedale.
- j) Any organization, group, civic club, individual, firm, or corporation using a park or recreational facility for any purpose, or sponsoring or promoting any activities therein, shall clear the park of all rubbish, trash, or other debris immediately after said use. Violation of this section shall result in forfeiture of the right to further use of the park and related facilities.
- k) Overnight camping is prohibited in City parks.
- l) Fires and any open flames are prohibited in City parks.
- m) No unauthorized vehicle shall be parked at a city park outside of the authorized hours of operations. Any unauthorized vehicles which are found on park property after operational hours shall be towed away at owner's expense.
- n) Swimming and related activities are not permitted at the Fish Pond. Fishing is allowed in designated areas and only in accordance with current Tennessee State fishing regulations.
- o) The emission of excessive noise from mechanical or electrical devices without express advance written permission from the City of Collegedale is prohibited.
- p) The City Commission may from time to time establish other regulations or restrictions as policy to govern use of City parks and recreational facilities.

20-403. Rules Particular to the Greenway

- a) Walkers, runners, cyclists, and skaters are all permitted on the greenway.
- b) Keep to the right, except when passing. Do not block path.
- c) Pets must be leashed at all times with a maximum of 6-foot length.
- d) Unauthorized items left or other litter are not permitted along the Greenway.
- e) Only Class 1 & 2 E-bikes are permitted on the Greenway.

20-404. Rules Particular to the Pickleball Courts.

- a) Courts are designated for Pickleball only
- b) Hours of Operations are from 6am-10pm daily.
- c) Tennis shoes are required for play.
- d) Athletic clothing suggested, shirts must be worn at all times.
- e) No food, drink, bags, chairs, or music speakers inside fence.
- f) No pets, skateboards, roller skates or bicycles on courts.
- g) Keep gates closed.
- h) No jumping over, sitting/leaning on nets.
- i) Spectators must remain outside the fence.
- j) NO PROFANITY
- k) During peak times when courts are full and players are waiting, do not play singles, and only play one game to 11.
- l) Courts subject to being reserved only by the Parks and Recreation Department for programming.

20-405. Rules Particular to the Dog Park

- a) Hours of Operation are from 6am – 10pm.
- b) All dogs must be supervised by person of at least 16 years of age.
- c) No children under the age of 12 are permitted inside the park.
- d) All dogs must have current vaccinations.
- e) Dog owners must always have control of their dog.

- f) Dog owners must clean up after their dog.
- g) Dog owners may have no more than three (3) dogs per person
- h) Agility equipment is for dog use only.
- i) No people food or glass containers inside park.
- j) No female dogs in heat.
- k) Dogs exhibiting aggressive behavior shall be removed.
- l) Always keep Dog Park gates closed.

20-406. Penalty Provision.

Any violation of these rules and regulations is unlawful and shall be subject to enforcement by a civil penalty of not more than \$50.00 for each violation.

Section 2: This Ordinance shall take effect fifteen (15) days after its final passage, the public welfare requiring the same.

City Recorder Kristi Wheeler (date)

Mayor Morty Lloyd (date)

Passed on First Reading

Approved as to Form:

Passed on Second and Final Reading

City Attorney Sam Elliott

**INTERLOCAL COOPERATION AGREEMENT FOR RETENTION AND
COMPENSATION OF GOVERNMENT RELATIONS AND COMMUNICATION
STRATEGIST PROFESSIONAL**

January 1, 2024

WHEREAS, the cities of Collegedale, East Ridge, Lakesite, Red Bank, Soddy Daisy and the town of Lookout Mountain (collectively, the "Municipalities") are municipal corporations of the State of Tennessee that are located in Hamilton County, Tennessee, and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-104 the Municipalities have the power to enter into a joint powers agreement among themselves for joint or cooperative action; and

WHEREAS, the Municipalities have each determined that cooperation is necessary as it relates to legislative and other matters that are common to each of them, requiring the employment of a government relations and communications strategist (the "Professional"); and

WHEREAS, the Municipalities have determined among themselves the proportion of cost each should bear for the employment of said Professional.

NOW, THEREFORE, this agreement is made and entered into as of date of the last approval of the governing body of each Municipality, to be effective as of 1 January 2024, by and between the City of Collegedale, Tennessee ("Collegedale"), the City of East Ridge, Tennessee ("East Ridge"), the City of Lakesite, Tennessee ("Lakesite"), the Town of Lookout Mountain ("Lookout Mountain"), the City of Red Bank, Tennessee ("Red Bank"), and the City of Soddy-Daisy, Tennessee ("Soddy-Daisy"), as follows:

1. PURPOSE. This Agreement is for the purpose of employing the Professional, setting forth the duties thereof, and allocating the cost of said employment among the Municipalities.

2. ALLOCATION. The percentage of allocation for each of the Municipalities is as follows:

Collegedale	20%
East Ridge	20%
Red Bank	20%
Soddy-Daisy	20%
Lakesite	10%
Lookout Mountain	10%

3. EMPLOYMENT. The Professional will be administratively deemed an employee of the City of Collegedale, with the duties, and subject to the terms and conditions set forth below. The initial Professional is agreed to be Bridgett Raper who shall serve at will of not less than Sixty (60%) percent of the number of Municipalities which are Parties to this Agreement. If the Municipalities shall determine by Sixty (60%) percent or greater of the number of the participating Municipalities that Bridgett Raper should no longer serve in that capacity, then she shall be removed from that position. Any unemployment costs, benefits changes or consequences shall be

borne and allocated in co-equal percentages by the Municipalities voting to terminate her services. and shall as necessary be reimbursed to Collegedale in whole or in part.

Identifying and retaining a replacement for or a successor to Bridgett Raper (as in the case of resignation, retirement or inability to continue to serve), together with salary and compensation packages shall be at the agreement and vote of not less than Four (4) of the Six (6) participating Municipalities without regard to cost allocation.

4. PAYMENT. Each of the other Municipalities will pay Collegedale their allocation on a quarterly basis in October, January, April, and July. The first payment will be made the nearest first of the month within a starting quarter and with subsequent payments made in advance of the first day of each quarter. Should the Professional's employment terminate before the end of such quarter, Collegedale shall refund the prepaid amount to each of the other Municipalities on a pro rata basis.

5. TERM. The initial term of this Agreement shall be for one (1) year with a beginning date of January 1, 2024 and a termination date of December 31, 2024 and shall automatically renew annually for one (1) additional year, after which time the Municipalities may continue this agreement on such terms as may be agreed upon; except that if any party reasonably determines for any reason that the services requested or provided are no longer effective, each will have the right, upon not less than one hundred, twenty (120) days written notice to the others, to withdraw from participation in this Agreement without penalty or recourse, in which event the effective withdrawal date for any such withdrawing Municipality will be at the end of the one hundred twenty (120) days period following the date of the written notice of withdrawing. Upon the occurrence of such an eventuality, the remaining Municipalities may elect to rebalance each's contribution on a pro-rata basis (or upon such other basis as may be agreed upon) and continue this Agreement, or to terminate this Agreement.

If a Municipality withdraws from participation, the withdrawing Municipality shall nevertheless pay its quarterly allocation for one (1) quarter next following the expiration of the one hundred twenty (120) day notice period but shall not be included in any communication, announcements, etc. of or with respect to the objectives of this Agreement effective immediately upon the announced withdrawal of any such Municipality.

6. SERVICES TO BE RENDERED BY THE PROFESSIONAL. The Professional will render services to the Municipalities as follows:

- a. Attendance as needed at city commission/town council meetings.
- b. Confer as needed but not less than quarterly with the administration of each of the Municipalities, **in each case the City Manager or other individual designated by each such Municipality.**
- b. Develop strategy relating to communications, media relations, and government relations on legislative and other issues.
- c. Assist in execution of the strategies developed and in other communication, media, or government matters as needed or required by one or more of the Municipalities.
- d. Issue Press releases and make media relations statements on a case by case basis and as determined by the City Manager/Town Manager and by the Chief of Police of and for the Municipality as issue from time to time. No press release shall be issued nor media statements made by the Professional unless and until preapproved and authorized by the City Manager and or Chief of Police of the Municipality then at issue.

7. COORDINATION OF PROFESSIONAL. The Professional will be available to each of the Municipalities, or the Municipalities (or any two or more of them) as a group, on an "as- needed" basis, and will report his or her activities to the Collegedale City Manager for monitoring purposes. If there is a conflict between any of the Municipalities for the time or services of the Professional, the conflict will be resolved as provided in Paragraph 12 below.

8. OUTSIDE PROJECTS. The Professional, to the extent such does not conflict with the execution of his or her day-to-day duties on behalf of the Municipalities, or conflict with the positions taken or the interests of the Municipalities, and/or each of them, will be allowed to conduct outside business with third party clients and customers.

9. OVERSIGHT AND EVALUATION. The Municipalities will coordinate among themselves so that they may evaluate the performance of the Professional or the need for his or her services no less than annually in the month of November. The Professional will take reasonable care to ensure that their services meet each Municipality's needs to that entity's satisfaction; provided however, Professional will be and shall remain an employee of Collegedale and subject to only Collegedale's personnel policies and practices. All necessary disciplinary actions will at the exclusive discretion of, and implemented by, the Collegedale City Manager.

10. ALLOCATION OF FUNDS. The Professional shall be employed at an annual salary of \$88,000 in FY2023 and shall increase annually in accordance with Collegedale's city-wide COLA adjustments. The estimated value of the annual benefits accorded the Professional by Collegedale is \$40,000, together with reimbursables per Collegedale employment policies which are to be billed quarterly or more frequently by Collegedale based on actual costs.

11. RECORDS and FILES. Collegedale shall maintain all records and files relating to Professional's employment, but shall not be responsible for the retention of same beyond the normal requirements of the law.

12. DISPUTE RESOLUTION. Should any dispute arise between the Parties with respect to the quality of the services being offered by the Professional under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. The meeting should include a representative from each party involved in the dispute and one or more of the city managers of any municipality or municipalities not involved in the conflict. If the conflict is of a general nature involving all Municipalities, the matter will be mediated by a reputable attorney selected by the various city attorneys as a mediator, with each municipality bearing the proportionate cost of the same.

13. LIABILITY. Collegedale shall provide workers compensation insurance for the Professional under the terms of this Agreement. Subject to the limitations of the Tennessee Governmental Tort Liability Act and other applicable law, none of the Municipalities will make a claim against any of the others relative to the matters set forth in this Agreement. Collegedale shall also obtain appropriate liability insurance for all liability exposure pertaining to activities performed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at various dates and in counterparts, but to be effective as of January 1st, 2024.

Collegedale:

By: _____
Mayor (date)

Attest: City Recorder (date)

East Ridge:

By: _____
Mayor (date)

Attest: City Recorder (date)

Lakesite:

By: _____
Mayor (date)

Attest: City Recorder (date)

Lookout Mountain:

By: _____
Mayor (date)

Attest: City Recorder (date)

Red Bank:

By: _____
Mayor (date)

Attest: City Recorder (date)

Soddy-Daisy:

By: _____
Mayor (date)

Attest: City Recorder (date)

**FEDERAL BUREAU OF INVESTIGATION
CHATTANOOGA SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Collegedale Police Department (CPD)** (participating agency(ies)) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Chattanooga Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Knoxville Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. Case Assignments

13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

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14. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.
15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for the FBI Knoxville Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.
22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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23. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Knoxville Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.
31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.

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32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

33. Records or reports created or obtained by the SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the SSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Collegedale Police Department receives a request pursuant to Tennessee's public records statute, Tenn Code Ann. § 10-7-503, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSTF records, the Collegedale Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

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38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations and policies governing each party.

PROSECUTIONS

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law

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enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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DEADLY FORCE AND SHOOTING INCIDENT POLICIES

50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). The deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.
52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
57. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by CPD task force personnel while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the SSTF.

58. To the extent permitted by applicable law, CPD agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by SSTF personnel which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

- 63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
- 64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

- 65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
- 66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

- 67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- 68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

- 69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
- 70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
- 71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
- 72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

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73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the SSTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
76. COMMON LAW TORT CLAIMS
- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
 - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of SSTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
 - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

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- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Knoxville Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.
78. Liability for any conduct by SSTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SSTF shall not be the responsibility of the FBI or the United States.

DURATION

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.

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83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Joseph E. Carrico
Special Agent in Charge
Federal Bureau of Investigation

Date

Jack C. Sapp III
Chief
Collegedale Police Department

Date

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AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN, INC.
AND

CITY OF COLLEGEDALE, TN

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the The City of Collegedale, TN, with offices at 4910 Swinyar Drive, Collegedale, TN 37363, hereinafter called the MUNICIPALITY and STREETSCAN, INC., with offices at 603 Salem Street, Wakefield, MA 01880, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S Proposal for the MUNICIPALITY submitted the 18th day of October 2023 (herein referred to as the "PROJECT") attached hereto as Exhibit C and showing a list of purchased services in the table in section 5.1.

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed, or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

- 3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPAL employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

- 3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.
- 3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT. If the selected service contains sidewalks the MUNICIPALITY is responsible for clear access. Objects such as debris, trash, trash cans, etc. have to be removed for clear access as it will affect the quality of the service.
- 3.5 Furnish STREETSCAN all needed topographic, property, boundary and right-of-way maps. Data provided in standard GIS file formats are preferred.

We require a target road GIS layer with segmentation, either from the client or from the State DOT. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN's standard engineering billing rates attached hereto as Exhibit A. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we'll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN's standard engineering billing rates.

- 3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.
- 3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

- 5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the Table 'Total Streets,' attached hereto as Exhibit B, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the Total Streets program after review of

the proposal. Early termination fees will apply if MUNICIPALITY opts out of AGREEMENT prior to term completion based on services rendered to that point.

- 5.2 **Reconciliation.** The parties hereby acknowledge that the total amount set forth in Exhibit B may be subject to adjustment based on the actual quantities surveyed, which will not be known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in Exhibit B based on the actual quantities surveyed, whether more or less than set forth above or estimated in the proposal.
- 5.3 **Monthly Payment.** Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.
- 5.5 **Remedies.** If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN's statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.
- 5.6 **Costs of Collection.** The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall be liable only to the extent that its gross negligence is the proximate cause of any injury or damage to the MUNICIPALITY. In the event that STREETSCAN is adjudicated or otherwise found to be jointly negligent, STREETSCAN'S liability shall be limited to the proportion or degree of its actual

negligence, and recovery against STREETSCAN shall be limited to STREETSCAN'S percentage share of the joint negligence as applied against the total amount recoverable.

6.3 Dispute Resolution

This Agreement shall be deemed to have been made in Tennessee and the validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the substantive law of Tennessee, excluding, however, such laws as pertain to conflicts of law. STREETSCAN and the MUNICIPALITY forever renounce and waive their right to a trial by jury with respect to any demand, claim or counterclaim arising under this Agreement. Except for claims for injunctive relief, STREETSCAN and the MUNICIPALITY agree that all other claims, disputes and controversies between them arising under this Agreement shall be finally resolved by binding arbitration conducted by the American Arbitration Association, or such other person or arbitration service as the parties mutually agreed upon. Either STREETSCAN or the MUNICIPALITY may demand arbitration by providing the other party 10 days' notice that notifying party is filing for arbitration. All arbitration proceedings will take place in Chattanooga, TN. The arbitrator(s) may grant compensatory damages and costs to the prevailing party (but not punitive or exemplary damages) and that the costs of arbitration shall be borne equally by STREETSCAN and the MUNICIPALITY, except that STREETSCAN and the MUNICIPALITY shall bear their own attorneys' fees. This right to arbitration will not preclude or affect in any manner the rights of STREETSCAN to equitable relief hereunder.

6.4 Governing Law

The AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars (\$1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars (\$2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Workers Compensation Insurance Coverage

6.7.1 STREETSCAN shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the Commonwealth of Massachusetts.

6.7.2 If the MUNICIPALITY is located outside of the Commonwealth of Massachusetts, STREETSCAN agrees to obtain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT, if any, as required by the laws of the state where the work is performed.

6.8 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

ARTICLE 7 - TERMINATION

- 7.1 Subject to the terms set forth in Article 5.5 above, the obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.
- 7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

- 8.1 MUNICIPALITY shall retain ownership of all processed work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN.
- 8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of 3 years from the date of delivery. MUNICIPALITY will be able to export the data at any time. STREETSCAN agrees to maintain the MUNICIPALITY'S web-based Streetlogix portal for their access and will maintain a backup version of the data onsite and

through cloud-based services. MUNICIPALITY'S initial license for this access is active for 3 years and sold with the initial Total Streets proposal.

- 8.3 At the conclusion of the three-year period referenced in 8.2, MUNICIPALITY has the option to renew the Total Streets contract for another multiyear term or renew on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal payment. Renewal pricing is based on population & the surveyed CL miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Chattanooga, TN area. Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web-based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation.

ARTICLE 10 -- SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

ACCEPTED FOR
STREETSCAN, INC.

THE CITY OF COLLEGE DALE, TN

By: _____

By: _____

EXHIBIT A

TITLE	RATES
Senior Leadership	\$300.00
Project Sponsor	\$250.00
Project Manager	\$250.00
Senior Engineering Manager	\$250.00
Data Collection - Team Leader	\$150.00
Data Processing - Team Leader	\$150.00
GIS Services - Team Leader	\$150.00
Quality Control - Team Leader	\$150.00
Quality Control Technician	\$110.00
Senior Field Technician	\$95.00

EXHIBIT B

SERVICE		YEAR 1	YEAR 2	YEAR 3	TOTAL
	Pavement (scheduled following receipt of mutual contractual and GIS approval~ Prices contingent on approval to align with Hamilton County Collection)	\$16,400			\$16,400
	Roads GIS Layer	\$1,350			\$1,350
	Traffic Signs	\$9,342			\$9,342
	Pavement Marking	\$4,050			\$4,050
	AM Module License	\$5,000	\$5,000	\$5,000	\$15,000
	360 Image Viewer	\$1,250	\$1,250	\$1,250	\$3,750
	AM Data Mgmt.	\$750	\$750	\$750	\$2,250
	AM Implementation Services (Following delivery of data; <=90 days after the last day of collection)	\$4,000			\$4,000
Total Cost		\$42,142	\$7,000	\$7,000	\$56,142
TotalStreets Solution Annual Payment (Billed at project initiation & annually thereafter)		\$18,714	\$18,714	\$18,714	\$56,142
Early Termination Fee for services rendered (Calculated at the time of Annual Renewal)		\$23,428	\$11,714		

EXHIBIT C



Pavement and Asset Management Statement of Work

**Based upon terms and conditions of
Hamilton County, TN Agreement with StreetScan,
Commission approval on 10/18/2023**

**Collegedale, TN
October 18, 2023**

Statement of Work for City of Collegedale, TN

Prepared for:

Eric Sines

Public Works Director

City of Collegedale

4910 Swinyar Drive

Collegedale, TN 37363

423-468-1935

Prepared by:

StreetScan Inc.

605 Salem Street

Wakefield, MA 01880

617.399.8236

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October 18, 2023

Eric Sines, Public Works Director
City of Collegedale
4910 Swinyar Drive
Collegedale, TN 37363

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software.

Our service offering includes:

- Data Collection: semi-automated vehicle survey of paved CL miles.
- Data Processing of pavement condition and assets.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (PCI) Report.
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software Streetlogix.

Also available (see Appendices for more details):

- 360° imagery Viewer
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,



Kim Roemer
Senior Account Manager

1. ABOUT US

At StreetScan/Streetlogix, we come to work each day because we want to solve our clients' biggest problems when it comes to managing their street assets. We have a Smart City Service Offering that provides clients with an intelligent, objective, and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. Streetlogix enables exactly this for our municipal clients.

Municipalities no longer must spend months working within complicated excel spreadsheets. Now, they can leverage the power of technology to improve their decision-making abilities with a few clicks of the mouse.

StreetScan made a name for itself when it received an \$18 Million dollar U.S. federal grant to develop a new sensing and analytics platform to monitor roads. At the time, this was a 5-year Research project called Versatile Onboard Traffic Embedded Roaming Sensors (VOTERS) being overseen by Northeastern University. Throughout this five-year process, the group worked with numerous Boston area municipalities in perfecting the service offering. In 2015, StreetScan spun out of Northeastern and since then has been offered commercially across the U.S. & Canada.

The StreetScan Smart City Service Offering combines critical transportation infrastructure assessments with the leading industry pavement and asset management platform, saving our clients time and money. Our data collection vehicles, ScanCars and E-scooters, enable municipalities to extract and monitor critical assets such as sidewalks, streets, traffic signage, pavement markings, and other transportation infrastructure assets.

The robust and highly configurable, AI and web-based GIS asset management platform, Streetlogix, has changed the landscape in the industry. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritization of sidewalk projects. Using unparalleled data visualization and budget optimization tools, our clients have created defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests.

StreetScan has grown to service over 280 customers throughout the U.S. and Canada. To date, we have assessed approximately 48,500 centerline miles of road, 9,750 miles of sidewalk, and 55,000 ramps. With a team of 50+ professionals stationed throughout two countries, we continue to expand and grow, bringing on new municipal customers all over North America.

The company continues to innovate, introducing new software tools for Work Order Management and Citizen Engagement solutions to better manage and maintain critical infrastructure assets. Our Work Order Module has helped municipalities go from inefficient in-house emailing systems and spreadsheets to an easy-to-use platform that allows users to effectively schedule, track, and manage all work orders at the office and in the field.

We are constantly evaluating the climate in our industry. As our customers' needs evolve, so do our services and resources.

StreetScan will change how you maintain your infrastructure assets – for the better and for the future.

2. OUR TEAM

Kim Roemer – Sr. Account Manager – Kim holds a Bachelor of Science degree in Business Management from the University of Missouri Columbia and is passionate about working with organizations to get more bang for their buck. Before joining Streetlogix, Kim was an advocate for organizational design efficiency via automation software, SmartDesignServer. Her deeply rooted interest in advocating for efficient organizations stems from an early and robust alignment with Bizlibrary, a then start-up organization in St. Louis, MO, established to meet the specific training and budgetary needs of small and mid-sized organizations in both the public and private sectors. At Streetlogix, Kim strives to provide innovative software solutions to local government, creating long-term positive impact.



Ahmad Hassan – Director of Operations – At StreetScan, Ahmad is responsible for overseeing our North American operations and ensuring our customers' needs are met. Ahmad graduated from The Lebanese American University with an MBA in Business Management as well as a BS in Computer Science and gathered over 20 years of experience in the world of IT, most of which was in the GIS field. He co-founded Orion Middle East, a leader in the GIS mapping industry working throughout the Middle East region and consulted for several IT and GIS projects. Prior to joining StreetScan, Ahmad created iCare, a management system designed for schools and daycares currently in use in 15 countries around the world.

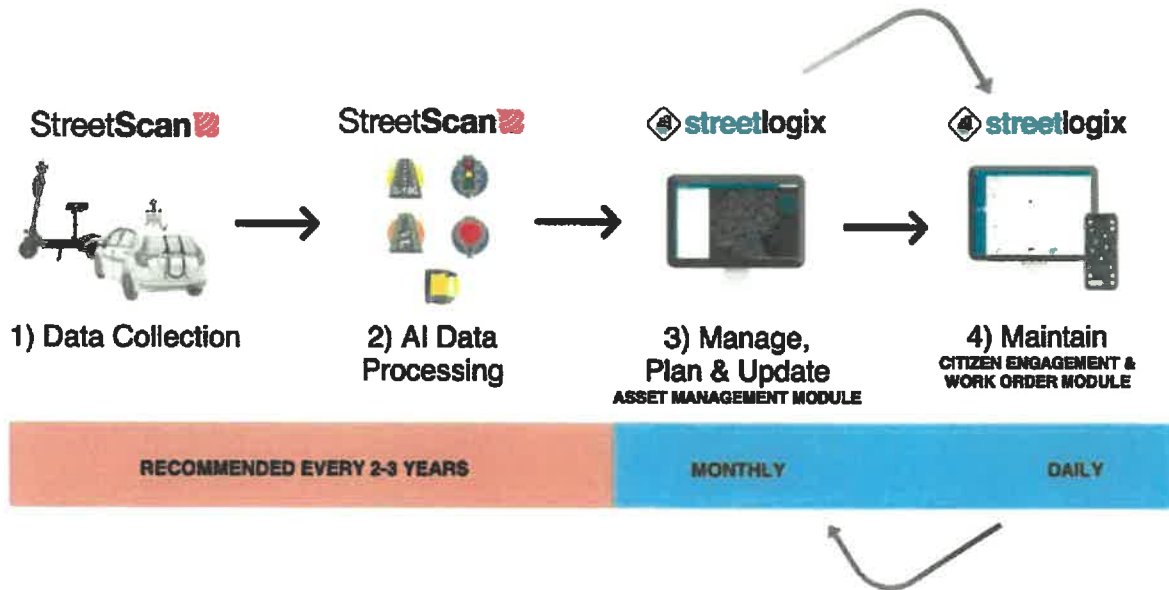


Chris Hahn – Director of Customer Success – Chris works closely with our customers throughout their implementation of Streetlogix and on-going customer care, helping to ensure that clients reach their goals for integrating asset management technologies to enhance their operations. Chris brings over 16 years of progressive experience in the software industry, most recently focusing on municipal enterprise level software solutions. Chris is primarily responsible for streamlining business operations, using his vast experience to ensure that consistent delivery and client satisfaction are the cornerstones of our customer's experience. Using his business analyst background, Chris is well positioned to understand customers' needs and goals to help tailor solutions that optimize their operations and workflows.



3. THE STREETSCAN/STREETLOGIX SYSTEM

StreetScan's vehicle-based data collection and cloud-based asset and work order management platform optimize your road budget and provide user-friendly analytics about the status of your street assets.



Data Collection/Processing

StreetScan's vehicles equipped with imaging systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

See Annex for more details on Data Collection.

Data Management

Collected data goes into Streetlogix, our unique **cloud-based software**, allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

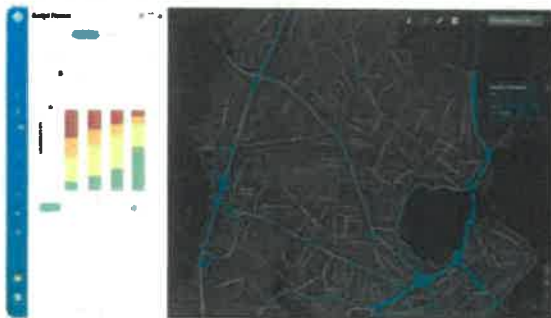
4. ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset/Pavement Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

Asset Management Key Features:



OPTIMIZE YOUR BUDGET



BUILD DECISION TREES



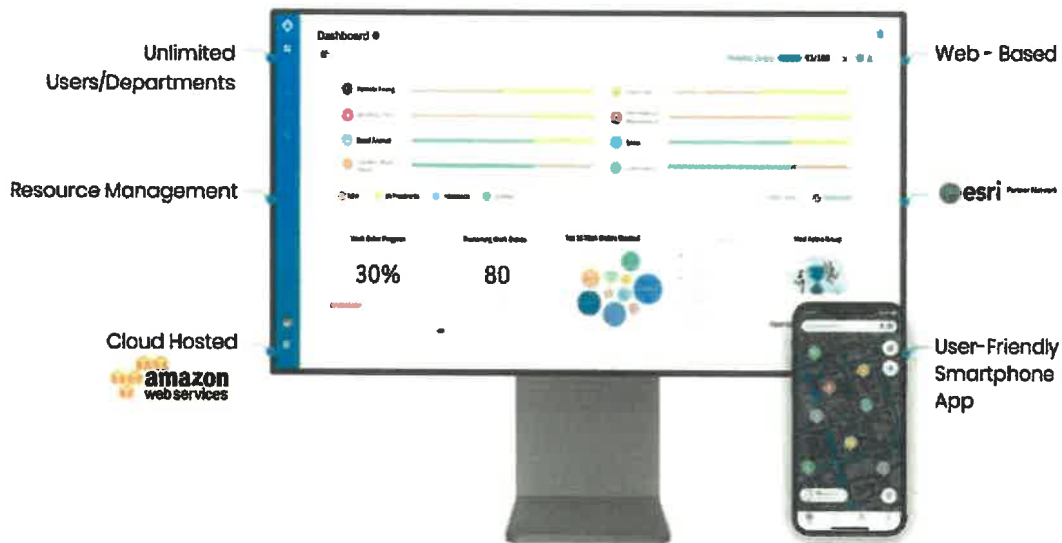
SOFTWARE INTEGRATION

Streetlogix uses a RESTful API to integrate with your other asset management, accounting, or financial systems and ensures a seamless information flow between different systems.

5. WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

Work Order Key Features:



TASK CALENDAR



MOBILE APPLICATION



6. CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged, and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.



Complete work order integration



7. PRICING OVERVIEW

7.1 SUBTOTAL DATA COLLECTION (STREETSCAN)

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	CENTERLINE MILES	\$/CL	TOTAL
StreetScan 	ScanCar Data Collection	45 mi	\$140	\$6,300
	Data Processing			
	Pavement Project Management		\$20	\$900
	GIS Coordination	Fixed		\$3,000
Mobilization and Setup Cost				\$6,200
TOTAL				\$16,400

*. Consulting fees beyond those included as GIS Coordination are billed on an hourly basis at rates shown in Section 8.

7.2 SUBTOTAL SOFTWARE (STREETLOGIX)

STREETLOGIX SOFTWARE MODULE PRICING					
 streetlogix MODULES	POPULATION	ANNUAL LICENSE	ANNUAL DATA	IMPLEMENTATION FEE	TOTALS
ASSET MANAGEMENT	12,458	\$5,000	\$750	\$4,000	\$9,750
360 VIEWER		\$1,250			\$1,250
WORK ORDER		\$15,000	\$2,750	\$10,000	\$27,750
CITIZEN ENGAGEMENT		\$5,000	N/A	\$4,000	\$9,000
UNLIMITED USERS					

7.3 *OPTIONAL* SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

PRODUCT	ASSETS	UNIT	QTY (EST.)	PRICE (\$/UNIT)	PRICE
Assets Extracted from Imagery & Additional Field Measurements					
Catch Basins	Location	Catch basins	900	\$2	\$1,800
Manholes	Location	Manholes	1350	\$2	\$2,700
Traffic Signs	All Signs + 4 Attributes	Sign	1,557	\$6	\$9,342
Pavement Markings	All Markings + 3 Attributes	CL-M	45	\$65	\$4,050
Roads GIS Database	Road Inventory	CL-M	45	\$30	\$1,350
Sidewalk GIS Database	Sidewalk Inventory	CL-M	45	\$50	\$2,250
Curb GIS Database	Curb Inventory	CL-M	45	\$50	\$2,250
Other Right of Way Assets	Inquire with our Team for: Trees, Traffic Signals, Fire Hydrants, Street Lights etc.				

- All assets will be uploaded as individual GIS layers within Streetlogix.
- Billing reflects actual not estimated quantities.
- Signs are estimated. Revised estimated quantities can be quoted upon request.

8. TOTALSTREETS: BILLING TERMS & DELIVERABLE TIMELINE

SERVICE		YEAR 1	YEAR 2	YEAR 3	TOTAL
	Pavement (scheduled following receipt of mutual contractual and GIS approval~ Prices contingent on approval to align with Hamilton County Collection)	\$16,400			\$16,400
	Roads GIS Layer	\$1,350			\$1,350
	Traffic Signs	\$9,342			\$9,342
	Pavement Marking	\$4,050			\$4,050
	AM Module License	\$5,000	\$5,000	\$5,000	\$15,000
	360 Image Viewer	\$1,250	\$1,250	\$1,250	\$3,750
	AM Data Mgmt.	\$750	\$750	\$750	\$2,250
	AM Implementation Services (Following delivery of data; <=90 days after the last day of collection)	\$4,000			\$4,000
Total Cost		\$42,142	\$7,000	\$7,000	\$56,142
TotalStreets Solution Annual Payment (Billed at project initiation & annually thereafter)		\$18,714	\$18,714	\$18,714	\$56,142
Early Termination Fee for services rendered (Calculated at the time of Annual Renewal)		\$23,428	\$11,714		

Additional Fees, Billing Schedule

TITLE	RATES
Senior Leadership	\$300.00
Project Sponsor	\$250.00
Project Manager	\$250.00
Senior Engineering Manager	\$250.00
Data Collection - Team Leader	\$150.00
Data Processing - Team Leader	\$150.00
GIS Services - Team Leader	\$150.00
Quality Control - Team Leader	\$150.00
Quality Control Technician	\$110.00
Senior Field Technician	\$95.00

What's included?

1. Data Collected
every 3 Years*



2. PCI Score

Standard PCI Rating Scale	
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed



3. 360 HD Imagery
Viewer (Optional)



4. Maintenance &
Repair Strategies



5. Asset Management Software,
Data Hosting, Support,
Advanced Analytics



APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and cloud-based software, Streetlogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar



StreetScan utilizes 360° imaging technology to measure road defects, such as cracking and bumps. The 360° imaging cameras provide 10' of lateral road coverage and seamless road coverage in the direction of travel at speeds up to 65 mph. The 360° camera system also provides imagery of the road surface and ROW. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road. The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

Sidewalks

Vehicle Deployed: E-Scooter



StreetScan has developed a scooter-based approach which captures all the necessary distresses. StreetScan utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

STEP 2: DATA EXTRACTION

Roads

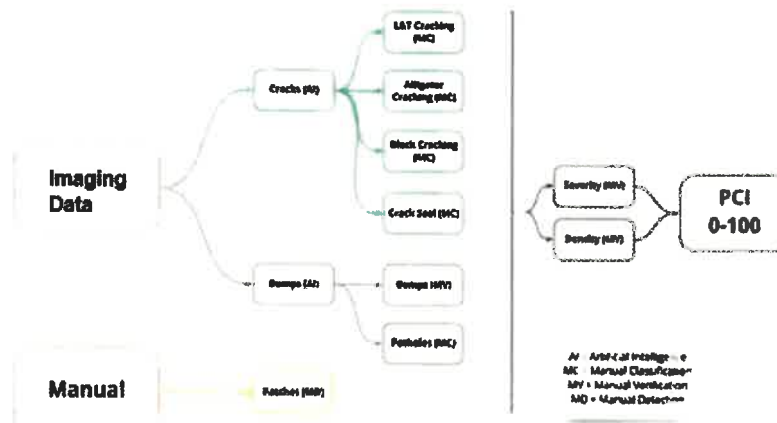
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Condition Index (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data based on our clients historical street segmentation or from intersection to intersection in the absence of that data.

Sidewalks

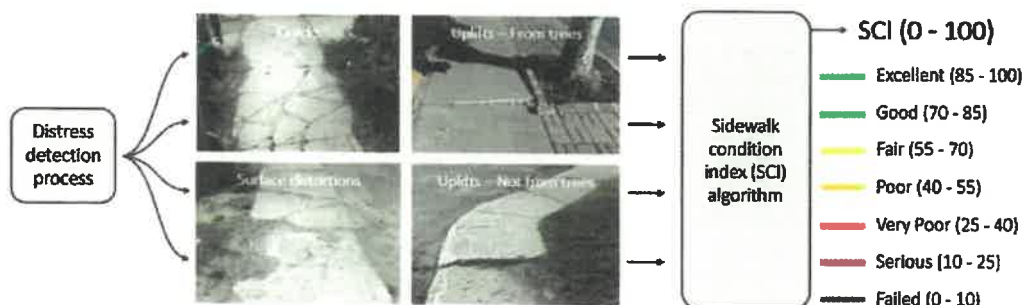
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to StreetScan's proprietary algorithm to calculate the sidewalk's condition rating.

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

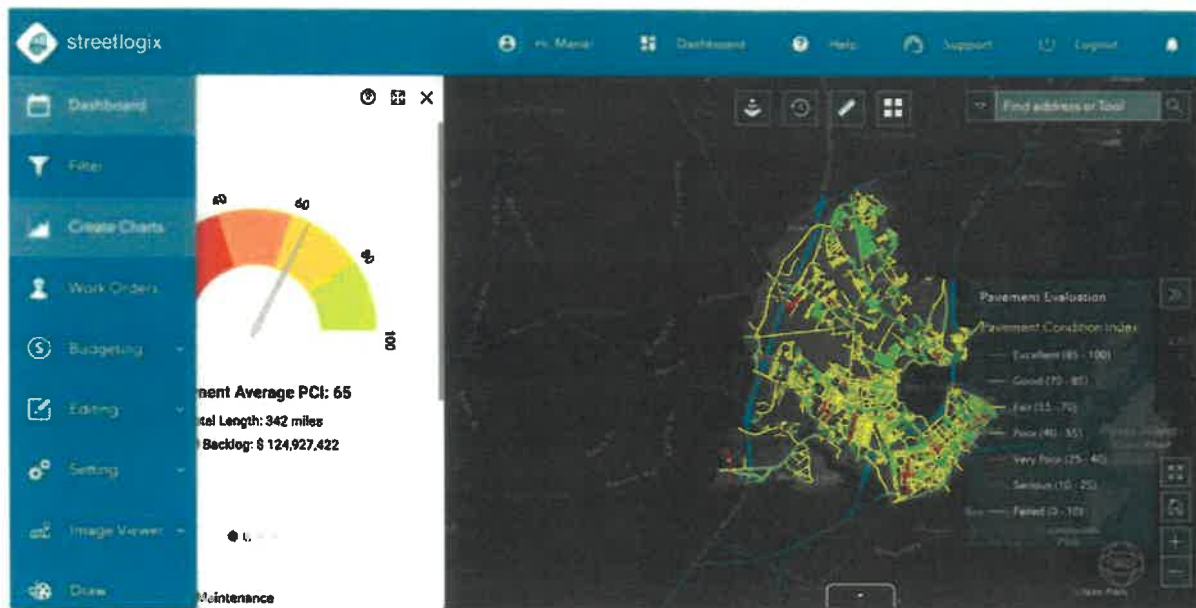
This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360 images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses, and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

Portal view: Overall stats and available layers



STEP 4: MAINTENANCE PLANNING

Roads

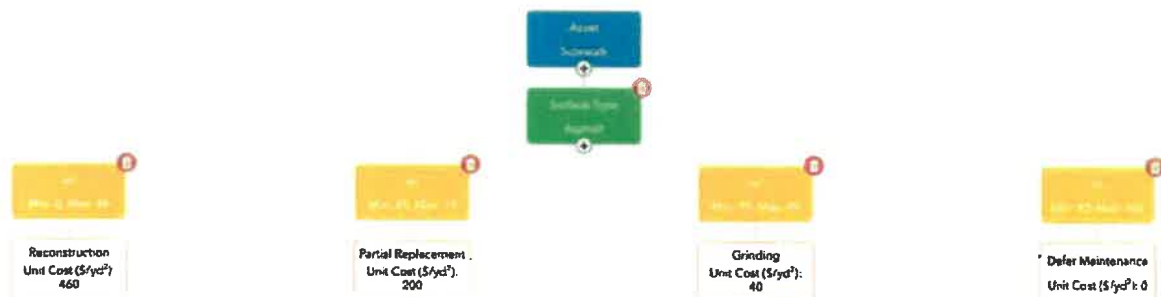
Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are compiled and reported to the client in our Streetlogix software and as a digital storymap.

Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

360° Imagery

Asset	Description
360° Imagery	360° Panoramic Imagery

Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

Pavement Markings

Attributes	Description
Category	Left Turn, Right Turn, Crosswalk, Lane Divider, Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	For line features the analysis will be conducted using the clients' segmentation or from intersection to intersection and given a rating of either Good, Fair or Critical.

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

Manholes

StreetScan provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Trees

StreetScan



StreetScan provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

Roads GIS Database

StreetScan creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

Sidewalk Width

StreetScan will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

ADA Ramp Compliance Survey

StreetScan's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards and on discussions between StreetScan and engineers from the municipality. StreetScan measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, StreetScan uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

StreetScan determines ADA ramp compliance based on the measurements shown below:

Attributes	Compliance
Presence of Detectable Warning Surface	Yes/No
Surface Condition	(Good/Fair/Poor)
Ramp Obstruction	Yes/No
Slope – Running	< 4.8° (8.3%)
Slope – Cross	< 1.2° (2.08%)
Slope – Left Flare	< 5.7° (10%)
Slope – Right Flare	< 5.7° (10%)
Slope – Street Running	< 2.9° (5%)
Ramp Width	> 36" wide
Landing compliance	Landing must be present*

If any of the above criteria is not met, the ramp is considered ADA non-compliant.

**If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

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1st Class Auto Sales

3704 Battlefield Pkwy., Ringgold, Georgia 30736
706-861-7110



SOLD TO

City of Collegedale
4910 Swinyar Drive
Collegedale TN. 37363

Date

20

Phone (Home)

Phone (Work)

COUNTY

Year 2018	Body Style TRUCK	Serial No. 1FDUE5HTOJEC69272		Color White	Odometer Reading 1,140,844
Make FORD	Model F-550	Driver's Lic. #	State	Cylinders 8	2. (Over 100,000) 3. 0 Unknown

TRADE IN

Lien holder to be recorded and shown on
new title. 1st lien in favor of:

Name:

Address:

Yr. & Make

Serial No.

Color

Title No.

Odometer Reading

Signature of Seller

Allowance

\$

Cash Price

\$ **50,000⁰⁰**

Deposit

\$

Trade In Allowance

\$

Total

\$

Sales Tax

\$

Title Fee & Temp Tag

\$

Total

\$ **50,000⁰⁰**

Notes and Conditions of Sale to out of state

Buyer agrees to pay T.A.V.T. at their local tag office on described vehicle
above in 30 days.

Buyer's Signature:

DEALER (SELLER) MAKES THE CONDITIONS OF THIS SALE WITH REGARD TO
MERCHANTABILITY OF ABOVE DESCRIBED VEHICLE AS FOLLOWS

"AS IS" DEALER WARRANTY DISCLAIMER

EXPLANATION OF DEALER'S WARRANTY DISCLAIMER WITH
REGARD TO ABOVE DESCRIBED VEHICLE

THIS USED MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY, EITHER EXPRESSED
OR IMPLIED. THE BUYER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING
ANY DEFECT THAT MAY PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.
THE DEALER (SELLER) SHALL NOT HAVE ANY RESPONSIBILITY FOR CONSEQUENTIAL
DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS
OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES WITH RESPECT TO ANY
DEFECT OR MALFUNCTION OR UNFITNESS OR OTHER DEFICIENCY OF THIS VEHICLE. THE
DEALER MAKES NO WARRANTIES, REPRESENTATION OR ASSURANCES THAT THE MOTOR
VEHICLE CONTAINS ONLY ORIGINAL MANUFACTURER INSTALLED OR MANUFACTURER
REBUILT COMPONENTS, PARTS OR ACCESSORIES.

(BUYER) PURCHASER ACKNOWLEDGES THAT HE HAS READ,
UNDERSTANDS AND ACCEPTS ALL OF THE PROVISIONS OF THIS DEALER
WARRANTY DISCLAIMER COVERING THE VEHICLE ABOVE DESCRIBED.

AS IS Read Before Signing

X

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer
of ownership. Failure to complete or providing a false statement may result in fines and/
or imprisonment.

I, **1st CLASS AUTO SALES** (transferor's name, Print)

state that the odometer now reads **1140,844** (no tenths) miles and to the
best of my knowledge that it reflects the actual mileage of the vehicle described below,
unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects
the amount of mileage in excess of its mechanical limits.
☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING - ODOMETER DISCREPANCY.

MAKE FORD	MODEL F-550	BODY TYPE TRUCK
VEHICLE IDENTIFICATION NUMBER 1FDUE5HTOJEC69272		
X Jack Mc		
TRANSFEROR'S SIGNATURE Jack McLemore		
PRINTED NAME 1st Class Auto Sales		
3704 Battlefield Pkwy.		
TRANSFEROR'S ADDRESS (STREET) Ringgold		
CITY GA	STATE 30736	ZIP CODE
DATE OF STATEMENT		
X City of Collegedale		
TRANSFEREE'S SIGNATURE 4910 Swinyar Drive		
PRINTED NAME Collegedale		
TRANSFEREE'S ADDRESS (STREET) TN. 37363		
CITY GA	STATE 30736	ZIP CODE

I hereby acknowledge and accept the terms of this agreement and further certify the vehicle I am trading in is free and clear of all liens and encumbrances except
as otherwise stated herein. It is understood, and made a part of this agreement, that purchaser has attained the age of eighteen (18) years.

The vehicle described above is being sold with good and marketable title at time of sale. This company is not responsible for any previous legends or
discrepancies of any kind on a title issued prior to its ownership.

If check is given in full or part payment for this vehicle, title shall remain with seller until check is cleared by bank on which drawn. This contract is not valid unless
signed by an officer of this company.

Seller **1st Class Auto Sales - Jack McLemore**

Buyer

The bucket truck is a 2007 international 4300, with 176,812 miles and a 55' Altec bucket.



Here is a picture of the service truck.

Thanks,

Eric Sines
Public Works Director
City of Collegedale
4910 Swinyar Dr.
Collegedale TN 37315
423-468-1983