

City of Red Bank

BOARD OF COMMISSIONERS WORK SESSION

Work Session Agenda

April 1, 2025

5:00 PM

The purpose(s) of the meeting shall be for the Commission to receive, consider, discuss, deliberate, and debate the matters listed herein below and such other public business as may lawfully be undertaken provided that no formal votes are to occur and no matters or issues will be formally decided upon at this meeting.

- I. **Approving CARTA Service Agreement and Expenditures Res No. 25-1781 (CM Granum)**
- II. **Public Hearing & first reading for zoning request for 309 Midvale Ave Ord No. 25-1276 (CP Pham)**
- III. **Public Hearing & first reading for zoning request for 313 Midvale Ave Ord No. 25-1277 (CP Pham)**
- IV. **Public Hearing and first reading of rezoning request for 1109 Dayton Blvd Ord No. 25-1278 (CP Pham)**
- V. **FY 25 Budget Amendment for Grant and Rollover Funds of \$376,615.50 for the General Fund and \$232,000.00 for the Solid Waste Fund Ord. No. 25-1275 (D Perry)**
- VI. **Approve Audit Contract in the Amount of \$54,575.00 with Johnson, Murphy, and Wright Res No. 25-1782 (DPerry)**
- VII. **Authorize Expenditure to Action Fence in the amount of \$11,888.00 to install fencing for an alternative small dog park Res No. 25-1783 (PWD Tate)**
- VIII. **Beer Board Meeting - Jeff Schwenke, dba Clever Alehouse, LLC has made an application for a Special Event Beer Permit to vend beer at the City-Sponsored Food Truck Fridays (7 previously established dates) and the City-Sponsored Red Bank's 70th Anniversary Celebration in June, all located at Red Bank City Park at 3817 Redding Rd**
- IX. **Proclaim April 13-19, 2025 as National Telecommunicator's Week Res No. 25-1784 (CM Granum)**
- X. **Citizen Comments on Items on the Work Session Agenda**
5:45 Hard stop to allow citizen comments on items on this Work Session Agenda (CM Granum)
- XI. **Any other business to discuss**
- XII. **Adjournment**

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF RED BANK
AND
THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY**

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this ____ day of _____ 2025, to be effective as of July 1, 2024 (the "Effective Date"), between the **CITY OF RED BANK**, whose offices are located at 3105 Dayton Boulevard, Red Bank, Tennessee 37415, and the **CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY** (hereinafter referred to as "CARTA"), whose offices are located at 1617 Wilcox Boulevard, Chattanooga, Tennessee 37406.

WHEREAS, the City of Red Bank desires to engage CARTA to provide certain public transportation services as more specifically set forth herein, upon such terms and for the period and at the prices herein stated;

WHEREAS, the City of Red Bank has the full authority and right to grant such rights and privileges to CARTA as hereinafter stated and to execute this Agreement; and

WHEREAS, acting under the authority of § 7-56-105 et seq. of the Tennessee Code Annotated and § 23-19 of the Chattanooga City Code, CARTA is a qualified public transportation service provider and desires to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual provisions, covenants, terms, and conditions herein contained, and for other good and valuable considerations, the contracting parties hereto mutually covenant and agree as follows:

CARTA RESPONSIBILITIES

- (a) Red Bank Paratransit Service. CARTA shall supply all vehicles, labor, equipment, and supervision necessary to operate the Red Bank paratransit service for qualifying disabled and senior-eligible customers aged 65 and over (the "Service"). CARTA shall provide said Service Monday-Friday from 4:00 AM to 12:00 AM, Saturdays from 5:00 AM to 12 AM, and Sundays from 6 AM to 8 PM, except for Tennessee State and Federal holidays. The Service provided will be origin to destination from all serviceable points in Red Bank to all destinations within CARTA's Care-A-Van service area for qualified customers. Door-to-Door Service is available upon request. Current Care-A-Van operating fares and rules apply. The City of Red Bank hereby agrees to the Client/Service Policy attached hereto and incorporated herein as Attachment A. CARTA shall have the full authority to make and implement such rules and regulations and amend the Client/Service Policy as it deems necessary or desirable for the management and operation of the Services, which shall likewise be incorporated into this Agreement upon CARTA sending NOTICE of same and a copy of the Revised/Amended Client/Service Policy to Red Bank.

- (b) Complementary Travel Training. CARTA shall provide complementary travel training assistance for the Services, for all eligible users as desired.

PRICING

CARTA shall charge for its provision of the Red Bank Paratransit Service on a per-trip basis as detailed below. Passenger payment will apply and be collected as described in Attachment A. The City of Red Bank will be invoiced monthly, in arrears, with supporting documentation, and such invoices shall be paid within fifteen (15) days of delivery. The payment obligation described herein shall survive the expiration or earlier termination of this Agreement. Charges for each trip will be payable proportionally by the passenger utilizing the service and by the City of Red Bank. The per-trip charge will be apportioned as follows:

1. \$22.50 per trip, with the City of Red Bank responsible for \$20.00 of the total, and the passenger responsible for payment of \$2.50.
2. CARTA reserves the right to adjust the passenger's portion of the trip cost based on CARTA's fare policy, to become effective upon written notice and a copy of such adjusted fare policy to Red Bank.
3. CARTA reserves the right to charge additional sums to agencies or entities providing financial support to CARTA for such services.

RIGHTS TO TERMINATE

Either party reserves the right to terminate this Agreement at any time for any reason upon not less than 30 days prior written notification provided to the other contracting party. CARTA would provide invoicing for any Service that had been provided prior to the effective date of termination, and the City of Red Bank shall be responsible for payment thereof.

Notwithstanding the foregoing, in the event that either party breaches a material provision of this Agreement or materially interferes with the other party's ability to perform hereunder, the non-defaulting party may terminate this Agreement upon written notice effective upon the date described in such notice.

Except in the event of a default by either party hereunder, in the event either party shall hereafter be inclined to exercise its termination right, the parties agree to make commercially reasonable efforts to meet to discuss in good faith amendments to this Agreement with the overall intent of continued service to the public.

PERIOD OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall extend up through and including June 30, 2025, subject to each party's right of termination as detailed above and the Automatic Renewal provisions set forth hereinbelow.

AUTOMATIC RENEWAL

Subject to (i) CARTA's retained rights to adjust its rates and reimbursement structure, (ii) CARTA's right to unilaterally revise its terms of service policy, and (iii) to the Rights to Terminate reserved to Red Bank and CARTA hereinabove, this Agreement shall automatically renew for five (5) additional terms of one year each.

REVISIONS

Both contracting parties reserve the right to review the service, pricing, and other material terms of this Agreement in order to update and to ensure a complete understanding of the intents and responsibilities of the contracting parties. No amendments to this Agreement shall be effective unless set forth in writing and agreed to by both parties.

INSURANCE/LIABILITY

CARTA shall be solely responsible for the paratransit operations described herein and for any claims made relative thereto. Other than the requirement for payment of fees as detailed above, the City of Red Bank's role with respect to CARTA's transportation service will be advisory in nature. Additionally, up to the limits and protections against liability specified under the Tennessee Governmental Tort Liability Act, as presently enacted or hereafter amended, CARTA shall fully indemnify and hold the City of Red Bank harmless from any claim of loss due to personal injury or property damage arising out of CARTA's operation of paratransit service as described herein, unless such injury or damage is caused by the negligence of the City of Red Bank or its agents, officers, and employees. Such indemnification shall include reimbursement to the City of Red Bank of reasonable attorneys' fees and expenses related to any claim of loss to personal injury or property damage. CARTA's indemnification obligation under this Agreement shall survive the expiration or earlier termination of this Agreement. CARTA agrees to provide the City of Red Bank with a commercial general liability insurance certificate naming the City of Red Bank as additional insured with limits of One Million Dollars per occurrence.

If such case arises any liability of the City of Red Bank to CARTA and/or third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the City of Red Bank under this Agreement shall be governed by the Tennessee Claims Commission Act, Tennessee Code Annotated §§ 9-8-301 et seq.

In compliance with the requirements of Tennessee Code Annotated §12-3-309, CARTA hereby attests that it shall not knowingly utilize the service of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

MISCELLANEOUS

If any provision of this Agreement, or portion thereof, shall be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby.

The terms of this Agreement may be modified or amended only in writing signed by both CARTA and the City of Red Bank.

It is expressly understood and agreed that this Agreement is personal to CARTA and the City of Red Bank and that neither party will have the right, power or authority to assign this Agreement or any portion thereof.

CARTA and the City of Red Bank hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other on any matters in any way arising out of or connected with this Agreement, the relationship of CARTA and Red Bank, or the enforcement of any remedy under any applicable law, rule, statute, order, code, or ordinance

In the event that any action, suit or other proceeding is initiated concerning or arising out of this Agreement, the prevailing party shall recover all of such party's actual costs and reasonable attorneys' fees incurred in each and every action, suit or other proceeding, including any and all appeals or petitions therefrom from the non-prevailing party.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates hereinafter mentioned.

FOR CHATTANOOGA AREA REGIONAL
TRANSPORTATION AUTHORITY

FOR CITY OF RED BANK

Charles D. Frazier, CEO

Mayor Stefanie Dalton

Date

Date

Attachment A: Care-A-Van Client/Service Policy

Care-A-Van Client / Service Policy

The CARTA Care-A-Van Client / Service policy has been developed with the guidance of the CARTA Care-A-Van Advisory Council for Accessible Transportation. We appreciate your cooperation in helping us provide more efficient transportation by familiarizing yourself with the following policies. If you have any questions, comments or concerns, please contact our office at 423-698-9038.

Clients must have a completed, approved and current CARTA/ADA Eligibility Application as well as a completed Medical Verification form on file at the Care-A-Van office.

Current Fares for Care-A-Van: One-way trips are \$2.50 each, payable at the time of service. There is no charge for children under six (6) years of age or an approved Personal Care Attendant (PCA). Children between the age of six (6) and sixteen (16) years of age are \$.50 per one way trip. All additional adult non PCA's are required to pay the appropriate fee when transportation is rendered. All children under four (4) years of age, traveling with a client must in a client provided child restraint seat. When booking your trip you must inform Care-A-Van staff if additional passengers meeting the requirements above will be traveling with you.

Payment Policy: All clients are expected to pay their fare at the time of transportation, unless billing arrangements have been made in advance through the Care-A-Van office. Payment should be received no later than thirty (30) days from the invoice date. If payment has not been received

after thirty (30) days, client services may be temporarily suspended until payment is received. Clients paying cash are expected to have exact change, drivers will not provide change.

Scheduling Policy: Clients may schedule transportation the day before and up to fourteen (14) days prior to service. Care-A-Van does not provide same day scheduling. Care-A-Van should never be used for emergency transportation. In case of an emergency, please call 911 immediately. Clients are expected to be ready at the beginning of their pick-up window. Due to volume, Care-A-Van drivers are only permitted to wait five (5) minutes after arriving inside the pick-up window. Drivers and dispatchers will attempt to make contact with the client within the five (5) minute window. If contact with the client is unsuccessful the driver will be released to their next destination. If you are experiencing delays, please contact dispatch at 423-698-9038 to make alternate arrangements. Clients may not alter the scheduled destination on the day of service. Stops between pick up and drop off locations are not permitted unless previously scheduled.

Cancellation Policy: If a client needs to cancel a ride, he/she must do so by calling the Care-A-Van dispatcher at 423-698-9038 at least one (1) hour before the scheduled trip. If the driver arrives at the location before the client calls, the client will be subject to a “NO SHOW.” NO Shows cause the service to be slowed, in order for ALL clients to get to their appointments on time it is extremely important to cancel unwanted rides as far in advance as possible. All phone calls to Care-A-Van are recorded. Please note the time, date and person you spoke with when canceling a ride.

Care-A-Van is an “Origin to Destination” Service, however “Door-To-Door service is available upon request to any client as needed. Please be sure to inform the reservationist that you need Door-To-Door service when booking your trips. Care-A-Van drivers will assist clients to board and alight the vehicle. Drivers may only assist clients in or out of a wheelchair to the extent which allows the client to transfer to a vehicle seat. Drivers are not allowed to enter a client’s residence for any reason. Vehicles will not enter any area (i.e. narrow driveways less than 16ft. wide, steep hills or slopes

greater than 8.33% grade – Lift ramps can only be deployed on flat surfaces), without ample space to turn around, no unpaved, rough or soft surfaces, no low overhangs (less than 10' + top clearance, etc.) where in the drivers and /or safety supervisors opinion, unsafe conditions exist for the client, driver, or damage that may occur to the vehicle while entering or exiting the pick up or drop off location.

Clients must provide their own wheelchairs and/or mobility devices. Each mobility device must be secured in the vehicle with a four (4) point, tie-down and suggested lap/shoulder restraint belt. All Care-A-Van clients are asked to wear a seat belt while aboard the vehicle. Clients are only allowed to stand at their own risk.

Clients are responsible for providing safe and negotiable exterior surfaces for wheelchairs and ambulatory clients. Clients who utilize wheelchairs are responsible for providing safe, sturdy (built according to regulations – 1" of fall to 12" of length), non-skid surface ramps.

Family members or friends MUST assist clients if no ramp is available. Drivers are not allowed to lift wheelchairs up or down from level ground due to the risk of injury to the client and/or driver.

Personal Care Attendant (PCA) Policy: If a client requires a Personal Care Attendant (PCA), the client is responsible for providing such PCA. The PCA may ride at no charge, but the PCA must be picked up and dropped off at the same location as the client.

Guest Policy: Clients are allowed to bring guest(s) along for a trip. Guests will be allowed to travel with the client from the client's pick-up location to the client's destination. The guest will be charged the same fare as the client. Clients must notify the reservationist at the time of booking if they will be traveling with a guest(s). There is no limit to the number of guests that can ride with a client as long as there is space available.

Package/Bag Policy: Drivers are not permitted to carry packages, bags or any other of the client's personal belongings. Clients are only allowed those packages, bags or personal belongings that they, their PCA, or

guest can carry onto the vehicle in one (1) trip on. Clients that require assistance with groceries or packages MUST have a PCA, or Guest to provide assistance. Travel Luggage is permitted under the same Policy.

Service Animal Policy: A trained service animal (Dog) will be allowed to do work or perform tasks for the benefit of any client as needed.

CODE of CONDUCT

- NO Smoking or eating is allowed on the vehicles at any time.
- NO abusive physical or verbal behavior toward the drivers or other passengers will be tolerated. Such occurrences may result in the offending client being removed from the vehicle and suspended from future trips.
- Good Hygiene is required at all times for the health and welfare of all clients and drivers.

CARTA Care-A-Van is a public complimentary paratransit service. Due to heavy volume of clients wishing to ride, it may be necessary to combine your trip along with several other clients' trips. Care-A-Van staff will make every effort to accommodate your trip in the timeliest, safest, and most efficient manner possible without subjecting any client to extended travel or wait times.

We ask for your patience and understanding that our vehicles are subject to the same traffic conditions and road hazards which cause delays and detours for private vehicles and may delay our schedules beyond our control.

Contact Information:

- Care-A-Van Office 423-698-9038
- TDD 423-698-8418
- Fax 423-698-8555

Permitted Uses Comparison: Commercial Zone

C-1	C-2	C-3
accessory buildings and uses	accessory uses	accessory uses
bakeries	bakeries	bakeries
banks	banks	banks
barber/beauty shops	barber/beauty shops	barber/beauty shops
-	-	bed and breakfast establishments/short term rental units
brew pubs and microbreweries	brew pubs and microbreweries	brew pubs, microbreweries, taverns, wine and cocktail bars and similar uses
-	-	cleaning and laundry establishments
-	-	drug stores
florists	florists	florist
-	limited fuel service facility	-
-	grocery stores, hardware stores, home improvement stores, similar	-
hotels/motels, short term residential units	-	-
-	medical offices and clinics	-
-	shoe, musical instrument , jewelry repair and similar uses	music stores
office buildings	office buildings	offices less than 5000 SF
outdoor display or storage or sale of merchandise: cars, motorcycles, boats, farm equipment dealers, gasoline service stations and auto repair centers, hardware stores, home improvement stores, grocery stores, similar	limited outdoor display or storage or sale of merchandise: cars, motorcycles, boats, farm equipment dealers, gasoline service stations and auto repair centers, hardware stores, home improvement stores, grocery stores, similar	limited outdoor display or storage or sale of merchandise: cars, motorcycles, boats, farm equipment dealers, gasoline service stations and auto repair centers, hardware stores, home improvement stores, grocery stores, similar
plumbing, workshops, electrical, radio and TV shops and other similar uses with less than 5 employees	plumbing, workshops, electrical, radio and TV shops and other similar uses with less than 5 employees	-
-	-	repair shops for shoes, household articles or appliances
residential mixed-use	residential mixed-use	-
restaurants and other establishments serving food and beverages	restaurants and delicatessens	-
retail sales and service establishments	retail sales	-
-	schools, churches and other public and semi-public buildings	-
-	shoe, musical instrument, jewelry repair and similar uses	-
schools, churches and other public and semi-public buildings	signs	-
shoe repair	-	-
-	shoe , musical instrument, jewelry repair and similar uses	shoe stores
signs	-	-
-	-	-
single-family detached	single family detached	single family dwellings, except manufactured or mobile homes
small printer shops less than 2000 square feet	small printer shops less than 2,000 square feet	-
-	-	specialty shops and stores
-	-	stationary stores
studios	studios and galleries	-
-	taverns, wine and cocktail bars, brew pubs, micro breweries	-
theaters	theaters	-
-	-	townhomes and condominiums
-	veterinary offices	-

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florists	florists	florist
-	limited fuel service facility	-
-	grocery stores, hardware stores, home improvement stores, similar	-
hotels/motels, short term residential units	-	-
-	medical offices and clinics	-
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retail sales and service establishments	retail sales	-
-	schools, churches and other public and semi-public buildings	-
-	shoe, musical instrument, jewelry repair and similar uses	-
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studios	studios and galleries	-
-	taverns, wine and cocktail bars, brew pubs, micro breweries	-
theaters	theaters	-
-	-	townhomes and condominiums
-	veterinary offices	-

CONTRACT TO AUDIT ACCOUNTS

OF

City of Red Bank

FROM July 01, 2024 TO June 30, 2025

This agreement made this 20th day of February 2025, by and between Johnson, Murphey and Wright, 301 North Market Street, Chattanooga, TN 37405, hereinafter referred to as the "auditor" and City of Red Bank, of 3105 Dayton Boulevard, Chattanooga, TN 37415, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2024, and ending June 30, 2025 with the exceptions listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **15** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **December 31, 2025, or six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.
7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the

organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

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

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

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

10. (Special Provisions) **If a Single Audit is required due to grant funding, then an additional \$7,000 will be charged for a total of \$54,475.00.**

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

Fixed Contract Fee:

Audit **\$43,475.00**

Municipal Chart of Accounts Crosswalk **\$4,000.00**

Total Fixed Contract Fee **\$47,475.00**

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

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

SCHEDULE OF FEES AND/OR RATES:

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

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

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

Johnson, Murphey and Wright

City of Red Bank

Audit firm

Governmental Unit or Organization



Brian Wright



Tracey Perry

By

By

Signature

Signature

Title/Position:

CPA/Partner

Title/Position:

Director of Administration

E-mail address:

btw@jmw-cpa.com

E-mail address:

tperry@redbanktn.gov

Date:

February 24, 2025

Date:

February 24, 2025

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:



**A
F**

ACTION FENCE CO.
6425 HIXSON PIKE
SUITE 4
HIXSON, TN 37343
423-842-8700

•CONTACT INFO•

Name Red Bank Dog Park / Justin Headrick
 Address 798 Ben Miller Parkway
 City Red Bank State Tn. Zip 37415
 Sub./Attn. _____
 Mobile 268-5052 Phone _____
 Email _____

FENCE INFORMATION

Style Fence Vinyl Chain Link Fence 9 Gauge Fabric 12.5 Core
With Tension Wire.

Footage	<u>450</u>	Height	<u>4'</u>
Color	<u>Green</u>	Selva	<u>K / K</u>
Term. Post	<u>2.5" x .055</u>	Line Post	<u>1-5/8" x .055</u>
Gate Post	<u>2.5" x .055</u>	Toprail	<u>1-3/8" x .055</u>

4' Gate	<u>4</u>	10'Dbl.Gate	_____
5' Gate	_____	12'Dbl.Gate	<u>1</u>
6' Gate	_____	Core Drill	_____

Clearing	_____	Haul Off	_____
Take Down	_____	Haul Off	_____

[All Post Will Be Set In Concrete]

PAYMENT INFORMATION

Cont. Date 1/13/25 Approx.Start Date 1 to 2 Weeks

(Start dates are subject to change due to conditions beyond our control)

Total Price \$11,888.00

3.5% ADDITIONAL FEE FOR ALL CREDIT CARD USE

Paid Down _____

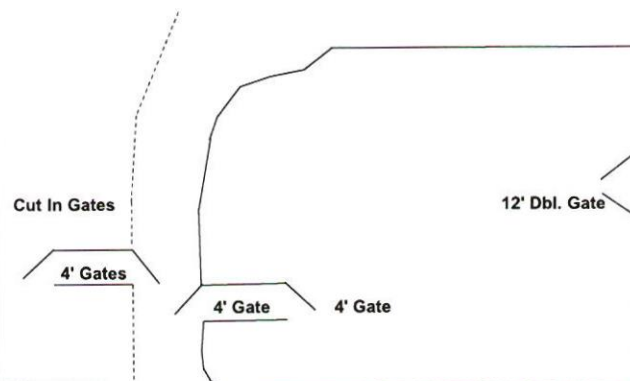
Balance \$11,888.00 Upon Completion

Salesman Cameron Palmer

Best price guarantee..

Call 842-1018 For Job Scheduling Information.

Fix 4 Spots In Existing Fence



TN. / GA. One Call Reference #

•TERMS & CONDITIONS•

Action Fence is NOT RESPONSIBLE for damaging underground utility lines-public, or private- (i.e. gas lines, phone lines, cable, water, sewer, electric, french drains, sprinkler systems, etc.) Customer IS RESPONSIBLE for ANY and ALL repair costs incurred for above mentioned damages. Action Fence IS RESPONSIBLE for contacting locator service. Customer IS RESPONSIBLE for providing correct and accurate property lines. In the event fencing must be moved due to property line disputes, fees will be charged IN ADDITION to this contract. Action Fence WILL NOT be responsible for fence movement due to ground settling or erosion. By accepting this contract, we agree to let Action Fence post a sign on the newly completed project for a period of up to 2 years.

I have read and understand the above. INITIAL HERE _____

This contract does NOT INCLUDE digging or drilling through underlying rock or foundations, concrete, asphalt, etc. This contract does NOT INCLUDE clearing trees, brush, or other obstructions from work. All electrical work must be done by a licensed electrical contractor and therefore IS NOT included in this contract. When required, a fee of \$50 per hole plus jackhammer/coredrill rental for \$200/day will apply. There is a 45% restocking fee on all returned material. There is a \$500 minimum charge order fee.

I have read and understand the above. INITIAL HERE _____

All contracts are merely estimates unless signed by both parties, and all estimates are good for a period of 10 days. Once signed, the estimate becomes a binding contract. Contract pricing is good for a period of 1 month, and after that time is subject to increase. All contracts are subject to conditions beyond our control. All agreements must be made in writing. In the event this contract must be placed for collection, the customer WILL BE RESPONSIBLE for any and all collection fees, attorney's fees, court costs and other expenses involved in the collection of this contract PLUS the contract amount. All deposits and down payments are NON-REFUNDABLE. This contract including warranty is NON-TRANSFERABLE. Scheduled start dates are subject to change due to weather and conditions beyond our control.

I have read and understand the above. INITIAL HERE _____

•WARRANTY AGREEMENT•

LIFETIME WARRANTY: Warranty includes vinyl and aluminum fencing, (MATERIAL ONLY) to be free from discoloration, chipping, and material defects.

LIMITED 10 YR WARRANTY: Warranty includes wood, chain link, and vinyl chain link fencing (MATERIAL ONLY) to be free from defects, rotting, insect infestation, rusting, loose posts.

The above warranties are manufacturers warranties and Action Fence shall not be subject to any other obligations or liabilities. Above warranties DO NOT include conditions beyond our control. Including, but not limited to: warping on wood products, post movement due to ground settling or erosion, discoloration of chain link or wood. All gates and operators are covered for one year from job completion date.

ACTION FENCE PROVIDES 1 YR CRAFTSMANSHIP WARRANTY

I have read and understand the terms and conditions outlined in this contract. I agree that this contract includes all of the terms and conditions hereof, and this order cancels and supersedes any prior agreement. I authorize an investigation of my credit and employment history and the release of information about my credit experience, if applicable. I certify that I am of legal age to execute binding contracts in this state and acknowledge that I have received a true copy of this order.

CONTRACT ACCEPTED BY:

BUYER _____	DATE _____
CO-BUYER _____	DATE _____

Action Fence Company 6425 Hixson Pike Suite 4, Hixson, TN. 37343 Phone(423) 842-8700. actionfencechatt@gmail.com

Phase 1

Small Dog Park

Gate

Gate

Large Dog Park

Remove
Fence

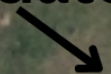
Phase 2

Add
Sidewalk



Small Dog Park

Gate



Gate



Large Dog Park