Stefanie Dalton
Mayor

Martin Granum
City Manager

City of Red Bank

BOARD OF COMMISSIONERS WORK SESSION

Work Session Agenda
May 6, 2025
4:30 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. Authorize an Agreement with McKamey Animal Center for Animal Control Services within the City of Red Bank for FY26 in the amount of $83,448.00 Res No. 25-1789(CDD Johnson)

II. Authorize an Actuarial Study, at a cost of $400.00, for the Hazardous Duty Supplemental Retirement Benefit with TCRS Res No. 25-1790 (CR Perry)

III. Approve expenses of $66,828.00 for Cadence Sitework to make guardrail repairs Res No. 25-1794 (PWD Tate)

IV. Pool Audit Update (P&RM Grabe)

V. Commission Discussion of FY26 Budget Estimate

VI. Red Bank Citizenship Scholarship Award Program Res No. 25-1791 (CM Granum)

VII. Proclaim May 4-10, 2025 as the 56th Annual Municipal Clerks Week Res No. 25-1792 (CM Granum)

VIII. Approve Bicycle Blvd/CMAQ Grant - Contracted Services with Barge Design Solutions Res No. 25-1793 (CDD Johnson)

IX. Amend Red Bank Fee Schedules Ord No. 25-1279 (CDD Johnson)

X. Public Hearing and first reading to abandon unopened right-of-way on Old Morrison Springs Rd Ord No. 25-1280 (CDD Johnson)

XI. Beer Board Meeting -

- **Alex Ananias Aguilar Ambrocio, dba Taqueria La Delicia LLC has made an application for an On-Premise Beer Permit for the restaurant located at 2429 Dayton Blvd.**

XII. 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)

XIII. Any other business to discuss

XIV. Adjournment

AGREEMENT BETWEEN THE CITY OF RED BANK AND ANIMAL CARE TRUST d/b/a McKAMEY ANIMAL CENTER FOR ANIMAL CONTROL SERVICES

In accord with City of Red Bank Resolution No. 25-XXXX this Agreement is made and entered into on this the 1st day of July 2025, between the City of Red Bank, a political subdivision of the State of Tennessee (the "City"), and the Animal Care Trust d/b/a McKamey Animal Center, ("Provider").

Whereas, Animal Care Trust d/b/a McKamey Animal Center is one of the agencies in the community that offers control of animals, rabies control, and education concerning animals to the public.

Whereas, it has been determined that it would be in the best interest of the citizens of the City of Red Bank that the Animal Care Trust d/b/a McKamey Animal Center provides benefits herein described below to all citizens of the City; and

Therefore, the City and Provider do hereby enter into this Agreement for the following Animal control services to be provided to the City for the fiscal period beginning July 1, 2025 through June 30, 2026:

Services Provided

- **Animal Control Services:** 24-7-365 officer availability for Priority 1 calls (including aggressive animals, ill/injured animals, animals posing a threat to public safety, etc.); non-emergency response for other calls including Red Bank police officer support, injured/ill wildlife rabies control response, and ordinance enforcement.
- **Animal Intake/Reclaim Services:** Lost/found pet support, animal surrender support, owner requested euthanasia services, pet licensing.
- **Veterinary Services:** Low-cost vaccination, microchipping and spay/neuter services.
- **Community Pet Owner Support:** Access to MAC C.A.R.E.S. Center and associated services.

Governing Ordinance

Provider's services hereunder shall be rendered consistent with and in accord with the provisions of Red Bank Ordinance 23-1234, the Red Bank Animal Control Ordinance, incorporated herein by reference, and which Ordinance Provider is familiar with, having participated in the drafting and passage of said Ordinance.

Payment Terms and Quarterly Reporting

City agrees to pay Provider an annual fee of $83,448.00. Payments will be made in quarterly installments of $20,862.00, beginning July 1, 2026. All Quarterly payment invoices will be accompanied by a Quarterly report including, but may not be limited to, the following.

1. Calls/Rechecks
2. Warnings/Citations Issued
3. Animals Impounded
4. Court Cases

In consideration of these premises, it is mutually agreed between the Parties hereto as:

1. The City shall have reasonable access to accounts, files, and records maintained by McKamey Animal Center for services rendered in connection with this Agreement to the City.
2. This Agreement shall automatically renew for successive periods of one (1) year unless ninety (90) days prior cancellation notice is given by either party to the other of said party's desire not to extend this Agreement.
3. Either party may cancel this Agreement without cause, by giving ninety (90) days' written notice to the other party.
4. Upon cancellation or expiration of this Agreement, the liabilities of the parties shall be limited to the payment of fees and/or credits incurred or accrued through and including the last effective day of this Agreement.
5. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee.
6. The performance of the City for any of its obligations under this Agreement shall be subject to and contingent upon the appropriation of funds otherwise lawfully expendable for the purposes of this Agreement for the current term and each renewal term if any.
7. McKamey Animal Center shall maintain during the term of this Agreement the following minimum coverages and limits which shall be primary regarding any claims that may arise out of McKamey Animal Center operations against the City:
    a. Commercial General Liability Insurance - $1,000,000 limit per occurrence for property damage and bodily injury and shall include the following coverage:
        i. Premises/Operations
        ii. Products/Completed Operations
        iii. Contractual
        iv. Independent contractors
        v. Broad Form Property Damage
        vi. Personal Injury
    b. Business Automobile Liability Insurance - $1,000,000 limit per occurrence for property damage and bodily injury and shall include:
        i. Owned/Leased Autos
        ii. Non-owned Autos
        iii. Hired Autos
    c. Workers' Compensation and Employer's Liability Insurance-Workers' compensation limits as required by Tennessee law including Employer's Liability coverage of $500,000 per occurrence.
8. All the above coverage shall be evidenced with a certificate of insurance and shall include a thirty (30) day cancellation notice to the City. The liability coverage shall list the City as an additional insured for the services provided herein.

9. Indemnification and Hold Harmless Agreement for services paid for under this Agreement by the City Government, McKamey Animal Center hereby agrees to indemnify, defend and hold harmless the City Government, members of its Council, boards, committees, commissions, officers, agents, employees and volunteers (collectively referred to as City Government) from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, services, equipment, vehicles or facilities used in connection with McKamey Animal Center performance or failure to perform under the terms of this Agreement, regardless of the active or passive nature of any negligence by the City, except as otherwise stated herein. McKamey animal Center shall not be responsible for such liability arising solely from the negligence of the City. McKamey Animal Center shall be responsible to the City for any costs associated in enforcing this provision.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF RED BANK, TENNESSEE

____
City Manager Martin Granum

McKAMEY ANIMAL CENTER

____
Executive Director Inga Fricke

APPROVED AS TO FORM:

____
City Attorney Arnold Stulce, Jr.

Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

TCRS Hazardous Duty Supplemental Retirement Benefit

Public Chapter No. 919

Steven Cross, MTAS Fire Management Consultant
David Moore, MTAS Police Management Consultant
Donald Pannell, MTAS Fire Management Consultant
Jeff Stiles, MTAS Police Management Consultant

September 2024

Table of Contents

Introduction

In 2024, the Tennessee General Assembly took a significant step in addressing the unique challenges faced by Tennessee's public safety officers who are part of the Tennessee Consolidated Retirement System (TCRS) by unanimously passing House Bill 2683, now codified as Public Chapter 919. This legislation marks a pivotal moment in the state's approach to the retirement benefits of its law enforcement officers, firefighters, and correctional officers; individuals who dedicate their careers to protecting public safety and maintaining order. Recognizing the inherent risks and responsibilities associated with these roles, the General Assembly introduced the "hazardous duty supplemental benefit," a new optional provision designed to offer enhanced financial security to those who retire after years of service in these demanding and often dangerous public safety positions.

Public Chapter 919 is not just a routine amendment to the retirement system; it represents both a deliberate and thoughtful effort to acknowledge the sacrifices made by public safety officers. By implementing this law, Tennessee joins a growing number of states that are reevaluating the retirement benefits offered to public safety individuals serving in high-risk professions. This enhancement ensures that public safety employees' retirement compensation reflects the hazardous nature of their duties.

Summary

The Act was passed unanimously in the Tennessee State House of Representatives (92-0 vote) and the Tennessee State Senate (31-0 vote). The hazardous duty supplemental benefit introduced by this law provides a financial boost to specific eligible retirees, supplementing their standard retirement budget. These additional retirement funds are calculated based on their years of service and final compensation.

This benefit is particularly significant for public safety officers, whose careers are often marked by physical and psychological demands that can accelerate their departure from active service compared to other public sector employees. By offering this supplemental benefit, the state of Tennessee is taking proactive steps to ensure that these officers can retire with greater financial stability, recognizing the toll that years of hazardous duty can take on their health and well-being.

Public Chapter 919 represents a forward-thinking approach to public safety officer retirement benefits, aligning the state's retirement policies with the realities faced by those who serve in some of the most challenging and vital roles within our communities. Through this legislation, Tennessee not only honors the contributions of its public safety officers but also sets a new standard for retirement benefits that others may look to as a model.

Act Definitions

Many of the Tennessee Code Annotated have unique definitions associated with the specific law. The law defines "public safety officer" to include:

Full-time salaried employees of a political subdivision who is:

- Law Enforcement Officers: Sheriffs, deputies, police officers, chiefs of police, and other officers who work to prevent and solve crimes.
- Correctional Officers: Full-time workers who oversee prisoners.
- Firefighters: Full-time workers responsible for fighting fires and responding to emergencies.

How is the Hazardous Duty Supplement Benefit Calculated

The hazardous duty supplemental benefit under Tennessee's Public Chapter 919 is designed to provide additional financial support to public safety officers upon retirement, reflecting the risks associated with their careers. The calculation of this benefit is intricately linked to the officer's final average salary and the total number of years they have served in a qualifying role. The specifics of the calculation vary depending on the type of retirement and the retirement plan under which the officer is enrolled.

Service Retirement Allowance

For officers who retire under the standard service retirement allowance, the hazardous duty supplemental benefit is calculated by applying a percentage multiplier to their average final compensation. Specifically, the benefit equals 0.375% of the officer's average salary, multiplied by the total years the officer has served in a public safety role. This calculation reflects on the officer's entire career and provides a proportional increase in retirement benefits based on their tenure in hazardous duty positions.

Early Service Retirement Allowance

For officers who opt for early retirement, calculating the hazardous duty supplemental benefit includes a reduction factor to account for the early receipt of retirement benefits. In this situation, the benefit calculated as 0.375% of the officer's average salary is reduced by 0.4% for each month that the officer's retirement date precedes the normal service retirement age. This reduction is designed to balance the financial implications of an extended retirement period, ensuring that the benefit remains actuarially sound while still providing meaningful support to officers who retire early.

Alternate Defined Benefit Plan or Hybrid Plans

Officers enrolled in an alternate defined benefit plans or hybrid retirement plans, such as outlined in Tennessee Code Annotated §§ 8-35-255 and 8-35-256, will have their hazardous duty supplemental benefit calculated differently. The base benefit calculation of 0.375% of the officer's average final compensation multiplied by years of service remains the same. However, this benefit is then adjusted by an actuarially determined factor. The specific adjustment is set by the retirement board. It is designed to associate the supplemental benefit with the unique characteristics and funding mechanisms of these plans, ensuring a measure of fairness and sustainability across the different retirement systems.

The hazardous duty supplemental benefit specified in Public Chapter 919 is designed to recognize both the length of service and the specific retirement conditions of public safety officers. By incorporating these detailed calculations, the law provides a different approach that rewards long-term service while maintaining the financial integrity of the retirement system.

Funding the Hazardous Duty Supplement Benefit

To finance the hazardous duty supplemental benefit introduced by Public Chapter 919, local governments have several options to manage the associated costs. These options provide flexibility in how the increased pension liability is addressed, allowing local governments to choose the method that best suits their financial situation. The three primary funding methods are as follows:

Lump Sum Payment

The local government can opt to cover the entire cost of the supplemental benefit through a one-time, lump sum payment. This approach requires the local government to pay the full amount of the increased pension liability upfront, immediately addressing the financial obligation without the need for future payments. While this option demands significant financial resources at the outset, it eliminates the need for ongoing adjustments to the retirement system and can be advantageous if the government has sufficient funds available.

Employer Contribution Rate Increase

Alternatively, the local government may choose to increase its employer contribution rate to the retirement system for the upcoming fiscal year. Under this method, the local government spreads the cost of the supplemental benefit over the course of the next fiscal year (July 1 - June 30). This incremental increase in contributions allows the government to manage the financial impact more gradually, rather than requiring a large immediate outlay. It can be a practical solution for governments that prefer to integrate the cost into their annual budgeting process.

Amortization

The third option allows the local government to amortize the unfunded accrued liability associated with the supplemental benefit over a period of up to ten years. By spreading the payments over a longer timeframe, this method reduces the immediate financial burden, making it easier for local governments to manage their cash flow and budgetary constraints. However, it also means that the government will be making payments over a prolonged period, which could include interest and other carrying costs. This option is particularly useful for local governments that need to balance long-term financial commitments with other fiscal responsibilities.

Each potential funding method provides differing approaches to managing the financial responsibilities associated with the hazardous duty supplemental benefit. The choice of method depends on the local government's financial health, cash reserves, and long-term budgeting strategies. Ultimately, these options are designed to ensure that the supplemental benefits are fully funded while allowing local governments to choose a payment plan that aligns best with their fiscal capabilities.

Eligibility for the Hazardous Duty Supplement Benefit

Public Chapter 919 establishes specific criteria that public safety officers in Tennessee must meet to qualify for the hazardous duty supplemental benefit. This benefit is designed to provide additional financial support to officers who have dedicated a substantial number of years of service in hazardous roles. The eligibility requirements are thorough, ensuring that only those who meet these strict standards are eligible to receive this benefit. The key eligibility criteria are as follows:

Retirement Eligibility

The first requirement is that the officer must be eligible to retire under the rules set by the Tennessee retirement system. This means that the officer must meet all the general conditions for retirement, such as reaching the appropriate age or completing the necessary years of service, as outlined in the state's retirement plan. A public safety officer cannot qualify for the hazardous duty supplemental benefit without meeting these minimum retirement criteria.

Service Duration

The officer must have completed at least 20 years of creditable service, specifically as a public safety officer. This requirement ensures that the benefit is reserved for those who have devoted a significant portion of their careers to roles that involve considerable risk, such as law enforcement, firefighting, or corrections. The 20-year service threshold underscores the intent to reward an officer's long-term commitment to public safety.

Type of Retirement

Officers must retire under standard retirement conditions, meaning they must receive a service retirement allowance or an early service retirement allowance. Disability retirements do not qualify for the hazardous duty supplemental benefit. This distinction is important because the supplemental benefit is intended to reward officers who complete their service careers under normal circumstances rather than those who retire due to injury or illness.

Political Subdivision Eligibility

Should the public entity or political subdivision employer consider offering this TCRS retirement enhancement, it must take formal legislative action to offer supplemental hazardous duty benefits to its eligible officers.

Political Subdivision's Role

The local government entity that employs public safety officers, such as a city or county, plays a vital role in the process. The governing body must pass a resolution to authorize an actuarial study to determine the financial impact of implementing the hazardous duty supplemental benefit. This study is essential to understanding the long-term costs associated with the benefit. In addition, the local government must agree to take on the financial responsibility for these costs, ensuring that the state does not bear the burden.

Funding Requirements

After the benefit is implemented, the local government's retirement system must remain at least 70% funded. This condition is in place to maintain the financial health and long-term sustainability of the retirement system and prevent it from becoming underfunded due to the additional benefit. An important note, the cost of providing the hazardous duty supplemental benefit must be covered entirely by the local government, with no financial assistance from the state. This ensures that the local government is fully accountable for the financial commitments it makes to its officers.

In all cases, these eligibility requirements are in place to ensure that the hazardous duty supplemental benefit is both fair and financially sustainable. They balance the need to reward dedicated public safety officers with the practical considerations of maintaining a healthy retirement system at the local government level.

Additional Provisions of the Act

Public Chapter 919 includes several important provisions that outline how the hazardous duty supplemental benefit is managed and maintained over time. These included provisions ensure that the benefit remains fair, consistent, and aligned with broader retirement policies. Some key additional provisions are as follows:

Cost-of-Living Adjustments (COLA)

Retired officers who qualify for the hazardous duty supplemental benefit are entitled to receive regular adjustments to their benefit to account for inflation. These adjustments are intended to maintain the purchasing power of the benefit over time as the cost-of-living increases. These COLA adjustments are calculated separately from the officer's main retirement allowance. This separation ensures that the supplemental benefit is specifically adjusted for inflation, providing additional financial security for retired officers.

Duration of the Benefit

The hazardous duty supplemental benefit becomes active based on the officer's retirement timeline. Specifically, the benefit starts either on the officer's retirement date or when the officer turns 60 years old, whichever comes later. This timing ensures that officers receive the benefit when they are most likely to need it during retirement. The benefit continues to be paid out until one of two conditions is met: either the officer passes away, or the officer reaches the full retirement age as defined by the Social Security Act. This provision sets clear parameters for the duration of the benefit, ensuring it is provided during the officer's retirement years but not indefinitely.

Non-Retroactivity

The hazardous duty supplemental benefit is designed to apply only to those retiring after the effective date and future retirees who meet the eligibility criteria outlined in the law. This means that officers who retired before the law was enacted or before the benefit was made available are not eligible to receive it for past years. The non-retroactivity clause ensures that the benefit is implemented fairly and consistently when the law takes effect, avoiding the complexities and financial burdens that could arise from retroactively applying the benefit to past retirees.

These additional provisions are crucial in maintaining the integrity and sustainability of the hazardous duty supplemental benefit. They provide clear guidelines on how the benefit is adjusted for inflation, when it begins and ends, and to whom it applies, ensuring that the benefit serves its intended purpose without creating undue financial strain on the retirement system or local governments.

Implementation Date

The provisions of Public Chapter 919 were signed into law on May 3, 2024, and will take effect on January 1, 2025. This effective date is purposely chosen to give local governments plenty of time to prepare for the new retirement benefits. During this period, local governments must assess their current retirement systems, conduct necessary actuarial studies, and make financial adjustments to accommodate the hazardous duty supplemental benefit. This preparation phase is critical to ensuring a smooth transition to the new benefits structure and maintaining local retirement systems' financial health.

Conclusion

Public safety officers provide vital public safety services to the public at large. The job brings many significant inherent hazards that can cause serious physical and emotional injuries, including death. Public Chapter 919 represents a significant improvement in the retirement benefits offered to Tennessee's public safety officers. By introducing and passing the hazardous duty supplemental benefit, legislators acknowledge the inherent risks and challenges faced by law enforcement, firefighting, and corrections officers. This new benefit ensures that those who have dedicated their careers to protecting the public are appropriately compensated in retirement for the hazards they endured during their service. The passage of this bill underscores Tennessee's commitment to honoring and supporting the men and women who serve on the front lines, safeguarding the welfare of its citizens.

Questions or Assistance

Please contact the following MTAS staff with questions or for assistance.

- Marc Alley, UT CTAS
  Fire Management Consultant
  Marc.Alley@tennessee.edu
  423.715.4072

- Steven Cross, UT MTAS
  Fire Management Consultant
  Steven.Cross@tennessee.edu
  931.548.6827

- David Moore, UT MTAS
  Police Management Consultant
  David.Moore@tennessee.edu
  731. 514.2715

- Donald Pannell, UT MTAS
  Fire Management Consultant
  Donald.Pannell@tennessee.edu
  901.233.1434

- Jeff Stiles, UT MTAS
  Police Management Consultant
  Jeff.Stiles@tennessee.edu
  865.243.5447

Additional Resources

Tennessee Public Chapter 919

Hyperlink: Tennessee Public Chapter 919

Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

mtas.tennessee.edu

Previous Next

Tenn. Code Ann. § 8-36-212

Current through the 2024 Regular Session.

Tennessee Code Table of Contents PAW- ET TABLE OF CONTENTS Title 8 Public Officers And Employees Chapter 36 Retirement Benefits Part 2 Service Retirement

8-36-212. Hazardous duty supplemental benefit — Eligibility — Benefit calculation — Adjustment of benefits — Section definitions.

(a) Notwithstanding another law to the contrary, members employed as public safety officers are eligible to receive a hazardous duty supplemental benefit in addition to the member's retirement allowance if:

(1) The member meets the eligibility requirements for retirement;

(2) The member has at least twenty (20) years of creditable service in the retirement system as a public safety officer;

(3) The member retires on a service retirement allowance or early service retirement allowance pursuant to this chapter, and does not retire under disability retirement pursuant to part 5 of this chapter;

(4) The chief governing body of the political subdivision passes a resolution authorizing an actuarial study to determine the liability associated with providing the hazardous duty supplemental benefit and accepting responsibility for the costs of the study;

(5) Following receipt of the actuarial study, the governing body of the political subdivision passes a resolution authorizing the supplemental benefit and accepting the liability for the benefit; provided, however, the political subdivision shall not establish the supplemental benefit unless the political subdivision's funded status in the retirement system will be at least seventy percent (70%) after implementation of the supplemental benefit as defined and otherwise provided for in § 8-35-206(i)(1). All costs associated with providing the supplemental benefit must be paid by the political subdivision and not the state; and

(6) After authorizing the supplemental benefit, the political subdivision pays the estimated increased pension liability through one (1) of the following methods:

(A) A lump sum;

(B) An increase in the employer's contribution rate over the course of the fiscal year (July 1 — June 30) following the adoption of the authorizing resolution; or

(C) Amortizing the unfunded accrued liability over a period of time not to exceed ten (10) years from the date of the adoption of the resolution.

(b) The hazardous duty supplemental benefit is calculated as follows:

(1) For any such member retiring on a service retirement allowance, the hazardous duty supplemental benefit is equal to three-eighths of one percent (0.375%) of the member's average final compensation multiplied by the member's years of creditable service as a public safety officer with a political subdivision that has adopted the hazardous duty supplemental benefit;

(2) For any such member participating in the legacy plan retiring on an early service retirement allowance pursuant to § 8-36-301, the hazardous duty supplemental benefit is computed in accordance with subdivision (b)(1), but is reduced by four-tenths of one percent (0.4%) for each month by which the member's date of early service retirement precedes the member's service retirement date; and

(3) For any such member participating in the alternate defined benefit plan pursuant to § 8-35-255, hybrid plan pursuant to § 8-35-256, or the hybrid retirement plan for state employees and teachers pursuant to chapter 36, part 9 of this title retiring on an early service retirement allowance, the hazardous duty supplemental benefit is computed in accordance with subdivision (b)(1), but is reduced by an actuarially determined factor as set by the board from time to time.

(c) A retired member covered by this section is entitled to receive an adjustment in the retiree's hazardous duty supplemental benefit pursuant to § 8-36-701, except as otherwise provided in § 8-36-922. Any such adjustment to the hazardous duty supplemental benefit is computed separately from the member's service retirement allowance.

(d) Sections 8-36-102, 8-36-208(a), 8-35-225(h), 8-35-256(h), and 8-36-908 do not reduce or eliminate the supplemental benefit provided by this section, and the supplemental benefit must not be reduced as a result of any optional retirement allowance selected by the member pursuant to § 8-36-601.

(e) The hazardous duty supplemental benefit begins on the member's effective date of retirement or on the first day of the month following the month the member reaches age sixty (60), whichever is later.

(f) The hazardous duty supplemental benefit, including any cost-of-living adjustments attributable to that benefit, ceases on the first day of the month following the month in which the member dies, or on the first day of the month following the month in which the member reaches full retirement age for receipt of old age and survivors benefits under Title II of the Social Security Act (42 U.S.C. §§ 401-425).

(g) The hazardous duty supplemental benefit provided by this section applies to all current and future retired members who meet the eligibility criteria for the supplemental benefit; provided, that the benefit must not be paid retroactively.

(h) For the purposes of this section, the term “public safety officer” means a full-time, salaried employee of a political subdivision who is a sheriff, sheriff's deputy, police officer, chief of police, or any other law enforcement officer with the political subdivision whose primary responsibility is the prevention and detection of crime and apprehension of offenders. The term “public safety officer” for purposes of this section also means a full-time, salaried employee of a political subdivision who is a correctional officer or firefighter.

History

Acts 2024, ch. 919, § 1.

AGREEMENT BETWEEN OWNER/DEVELOPER/GENERAL CONTRACTOR AND CONTRACTOR
(Lump Sum)

THIS AGREEMENT is made this 30th day of April 2025 by and between The City of Red Bank, TN, whose principal office is located at 3105 Dayton Blvd, Red Bank, TN, 37415 (hereinafter referred to as either the "Owner") and Cadence Consulting, LLC d/b/a Cadence Sitework, LLC a Tennessee corporation, 5210 Dayton Blvd, Chattanooga, Tennessee, 37415 (hereinafter called the "Contractor").

WITNESSETH:

ARTICLE 1: THE WORK OF THIS CONTRACT

In consideration of the payment to Contractor as hereinafter set forth, Contractor agrees to perform the following work:

Purchase and installation guardrails around City limits in Red Bank as per the contractor's on-call service agreement, attached hereto as Exhibit A together with a 12-month warranty for materials and workmanship.

ARTICLE 2: THE CONTRACT

This Agreement, together with the proposal from Contractor to Owner dated April 21, 2025, copy attached as Exhibit A and owner original bid package, incorporated by reference, shall constitute the contract documents between the Owner and Contractor. No other agreement or documents shall be part of the contract unless specifically agreed to and signed by Contractor and Owner. This Agreement and Exhibit A, and any other document that is signed by the Owner and Contractor shall hereinafter be referred to as the "Contract" and represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, and agreements, either written or oral. This Agreement and the Proposal, and any other document or agreement that is signed by both Contractor and Owner shall constitute and be hereinafter referred to as the "Contract Documents". If anything in the other contract documents is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 3: RELATIONSHIP OF THE PARTIES

§ 3.1 The Contractor covenants and agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's and to complete installation and present an operational system, together with all training on or before June 30, 2025. The Owner agrees to pay the Contractor upon completion and acceptance in accordance with the requirements of the Contract Documents.

§ 3.2 The Owner shall secure and pay for all permits, licenses, fees and other necessary approvals, easements, assessments and charges required for the installation.

Contractor GAT City

ARTICLE 4: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be within fifteen (15) days after contract is fully executed by the Owner and the Contractor. The Work and installation shall be completed in full within 45 days after commencement. Work hours to be between 7:00 a.m. and 8:00 p.m. Monday through Saturday. No work on Sundays.

§ 4.2 The Contract Time shall be measured from the date of commencement.

ARTICLE 5:BASIS FOR PAYMENT

§ 5.1 CONTRACT SUM

§ 5.2 The Owner shall pay the Contractor, upon completion of installation, training and acceptance of working systems, the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **$66,828.00.**

ARTICLE 6: CHANGES IN THE WORK

If no specific provision is made in Section 5.1 for adjustment of the Contract Sum in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1 will cause substantial inequity to the Owner or Contractor, the Contract Sum shall be equitably adjusted on the basis of the Sum established for the original Work.

ARTICLE 7: SUBCONTRACTS AND OTHER AGREEMENTS

This agreement may not be assigned nor any subcontractors utilized without the written discretionary approval of the other party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

§ 8.1 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate of two percentage points (2%) per annum.

§ 8.2 The Owner's representative is: *(Name, address and other information.)*

Greg Tate, Public Works Director
City of Red Bank
3105 Dayton Boulevard
Red Bank, Tennessee 37415
(423) 877-1103
gtate@redbanktn.gov

§ 8.3 The Contractor's representative is: *(Name, address and other information.)*

Cadence Site Work, LLC
5210 Dayton Blvd
Chattanooga, TN 37415
(423) 208-8161
jamie@cadencesite.com

GAT

Contractor City

ARTICLE 9: DISPUTE RESOLUTION

§ 9.1 If there is any dispute between Owner and Contractor, the parties agree that all causes of action, lawsuits and any other legal and/or administrative proceedings must be instituted in the courts of Hamilton County, Tennessee, and that the courts of Hamilton County, Tennessee shall be the sole forum for the adjudication of any and all disputes between the Owner and Contractor. The parties expressly agree to submit to the jurisdiction of the courts in the State of Tennessee, and the venue of the courts in Hamilton County, Chattanooga, Tennessee whether or not any of the work was actually performed in the state of Tennessee and without regard to where this Contract was entered into. The laws of the State of Tennessee shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein first above written.

CITY OF RED BANK, "OWNER"

By: ______________________

CADENCE SITE WORK, LLC., "CONTRACTOR"

By: ______________________

CONTRACTOR *(Signature)*

Jamie Ingalls - President

(Printed name and title)

APPROVED AS TO FORM

____

City Attorney

ATTEST:

____

City Recorder Tracey Perry

______ Contractor GAT City

Cadence Sitework TN CMC-A, BC, MU, HC *# 80573*	
Proposal Date: 04/07/2025	Project: **Red Bank Guardrails**
Billing: 1718 Ashton St Chattanooga TN, 37405	Address: 3105 Dayton Blvd. Address: Red Bank, TN 37415
Shipping: 5210 Dayton Blvd Red Bank TN 37415	Client: City of Red Bank Name: Greg Tate
Phone: 423-509-0688 **Email:** leslie@cadencesite.com	Contact: 423-269-7948

Proposal to: Repair/replace guardrails in multiple locations per the City of Red Bank Public Works list dated 3/25/25

Dayton Blvd. @ Greenleaf	$ 1,361	18'
104 W. Newberry St.	$ 1,361	18'
401 Victoria St.	$ 1,400	26'
2175 Dayton Blvd. @ O'Reillys	$ 1,439	27'
4315 Woodrow Ave.	$ 25,031	631'
3340 N. Easton Ave	$ 36,238	745'
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Proposal Total:	$ 66,828	

Clarifications:

1. Pricing includes furnish and install of guardrail, post & block, and end treatments.
2. Any individual posts that need repair outside of the guardrails that have been quoted above can be replaced at a rate of $366.67 per post.

Excludes: Certified Payroll, Testing/Permit/Inspection/Meter/Impact Fees, Hazardous Materials mitigation or remediation, Rock Excavation, Unsuitable Soils, Bond, Pay When Paid Clauses, Damage or Repair to existing surfaces or landscape, Utility Service for use by others during construcion, Property Survey, Warranty on Materials supplied by others.

Terms and Conditions: Proposal to be incorporated into any subcontract agreement, *Net 10 Terms* unless credit app approved. All Sewer Lateral and Sewer Tap installations require 50% deposit prior to mobilization. Proposal valid for 30 days. Due to the weather dependent nature of our work, any and all Liquidated Damages Clauses will not be accepted.

CADENCE SITEWORK

| Grading | Stormwater | Utilities | Concrete

cadencesite.com 423-509-0688

Detailed Site Estimate

CSI Code	Activity	Quantity	U of M	66,827.74 Total	Unit Rate	per	Unit
Dayton Blvd. @ Greenleaf							
	25' of Flex Beam	25	LF	976.50	39.06	per	LF
	Post & Block (No Extras Needed)	0	EA	-	#DIV/0!	per	EA
	3/4" Buffer Ends	2	EA	384.00	192.00	per	EA
	Total				**$1,360.50**	**Total**	
104 W. Newberry St.							
	25' of Flex Beam	25	LF	976.50	39.06	per	LF
	Post & Block (No Extras Needed)	0	EA	-	#DIV/0!	per	EA
	3/4" Buffer Ends	2	EA	384.00	192.00	per	EA
	Total				**$1,360.50**	Total	
401 Victoria St.							
	26' of Flex Beam	26	LF	1,015.56	39.06	per	LF
	Post & Block (No Extras Needed)	0	EA	-	#DIV/0!	per	EA
	3/4" Buffer Ends	2	EA	384.00	192.00	per	EA
	Total				**$1,399.56**	Total	
2175 Dayton Blvd. @ O'Reillys							
	27' of Flex Beam	27	LF	1,054.62	39.06	per	LF
	Post & Block (No Extras Needed)	0	EA	-	#DIV/0!	per	EA
	3/4" Buffer Ends	2	EA	384.00	192.00	per	EA
	Total				**$1,438.62**	Total	
4315 Woodrow Ave.							
	631' of Flex Beam	631	LF	24,646.86	39.06	per	LF
	Post & Block (No Extras Needed)	0	LF	-	#DIV/0!	per	LF
	3/4" Buffer Ends	2	EA	384.00	192.00	per	EA
	Total				**$25,030.86**	Total	
3340 N. Easton Ave							
	745' of Flex Beam	745	LF	29,099.70	39.06	per	LF
	Post & Block (No Extras Needed)	0	LF	-	#DIV/0!	per	LF
	Energy Absorbing SRT 350	2	EA	7,138.00	3569.00	per	EA
	Total				**$36,237.70**	Total	

Subject: Robert Kenneth Buchanan, Jr. Red Bank Municipal Pool

Red Bank, Tennessee

Facility Assessment

By: George Deines, Counsilman-Hunsaker

Date of Site Visit: November 12, 2024

Counsilman • Hunsaker
AQUATICS FOR LIFE

Contents

Counsilman • Hunsaker
AQUATICS FOR LIFE

Executive Summary

Review Existing Information	Facility Drawings
	Prior Studies/Reports
	Observations/Goals of City
Conduct On-Site Audit of Facility	Pools and All Equipment
	Support Facilities
	Code Compliance including ADA Review
Review Findings with City	Recommendations for Physical Issue Corrections
	Recommendations for Addressing Functional Issues
	Cost Implications of Identified Action Plan
	Forecasting Remaining Life of Systems
	Identification of "fatal flaws" or Major Concerns

The City of Red Bank, Tennessee commissioned Counsilman-Hunsaker to provide a facility assessment for the Robert Kenneth Buchanan, Jr Municipal Pool. The purpose of the swimming pool assessment is to identify items that are substandard in the pools, identify items not to current industry swimming pool design standards, or equipment not operating as designed, to assist in defining a course of action regarding the future of the pool.

The swimming pool originally opened in 1962 as the Red Bank-White Oak Municipal Pool The swimming pool contains two bodies of water:

- An "L-shaped", 6-lane swimming pool with a deep end,
- A children's pool with a mushroom spray feature

The pool is owned by the City of Red Bank who performs routine repair and maintenance and the day to day operations of the pool are run b the Pool Advisory Committee. The pool's operating season is Memorial Day to Labor Day, with the majority of the month of August being weekends only. The pool is open from 11:00 a.m. to 5:00 p.m. during the week and 1:00 p.m. to 5:00 p.m. on weekends for recreation swim. The Red Bank Gators summer swim team practices from 7:30 a.m. to 10:30 a.m. and 5:00 p.m. to 7:30 p.m. during its season and hosts between 6 and 8 meets per summer.

The swimming pool facility was renovated in 2016. Counsilman-Hunsaker would put the lifespan of an outdoor aquatic facility in the range of 30-40 years, depending on a variety of factors including quality of construction, the presence of a preventative maintenance plan, climate, amount of usage, etc. It's common for an aquatic facility to undergo a mechanical renovation and facility upgrades about halfway through this lifespan. This swimming pool went through its renovation after 56 years, but the renovation did help to extend the pool's overall lifespan.

The primary questions this conditions assessment hopes to answer are the following:

- What is the remaining lifespan of the outdoor swimming pool?
- What repairs and maintenance are needed to extend the pool's lifespan?

- What elements of the pool and pool mechanical system can be replaced as part of a renovation to extend its lifespan?

Overall, the swimming pool is in fair condition and trending towards the end of its expected useful lifespan. The items in the report detail the items that need to be addressed along with their associated costs to keep the swimming pool functional in its existing form and up to current industry codes and standards for the next several years. The following are the primary items that need to be addressed at the swimming pool. The below chart details the opinion of probable construction and project costs for the repairs notated in this report.

SWIMMING POOL REPAIRS	PRIORITY LEVEL	COST RANGE
IMMEDIATE (PRIOR TO 2025 SUMMER SEASON)		
Address ADA Compliance	High	$20,000
Ensure Main Drain Grates Meet VGBA Standards	High	N/A
Install Intermediate Depth Markers	High	$5,000
Fix and repair missing lane line tiles and delaminating plaster	High	$5,000
Move Starting Blocks to the 5’ End of the Pool	High	$5,000
	TOTAL	**$30,000**
SHORT-TERM (1 TO 3 YEARS)		
Replace Swimming Pool Surface	Medium	$225,000
Monitor Condition of Pool Entry Stairs	Medium	N/A
Replace Swimming Pool Deck and Coping Stone	Medium	$300,000
Replace diving board stands and boards, ensure compliance with current codes based on depth and slope profile	Medium	$40,000
Add ultraviolet treatment system to the children’s pool and consider options for incorporating ADA accessibility	Medium	$50,000
	TOTAL	**$615,000**

LONG TERM (3 TO 5 YEARS)		
Address rust and corrosion on swimming pool recirculation and mechanical equipment and install new chemical controller, pump and strainer	Medium	$100,000
Create Separate Spaces for Pool Chemicals	Medium	TBD
Determine Location of Filter Backwash	High	N/A
	TOTAL	**$100,000**

When analyzing the cost-benefit of making repairs to keep the swimming pool operating versus a larger renovation or replacement, several factors should be considered:

- While this report notates repairs that need to occur at the current time, there is no guarantee that other repairs or failures will not happen.
- Any invasive work such as demolishing the pool deck and repouring, could have larger implications on the entire site and pool structure with the amount of mobilization it would take for the deck replacement.
- Counsilman-Hunsaker is currently seeing the cost range for new community pools with lap lanes, a zero-depth beach entry, waterslide tower, children's amenities and new support spaces starting in the range of $6.5M to upwards of $10M. This range is dependent on several factors including site location, site development costs, location of utilities, size and scale of the swimming pool and amenities, and the overall size of the support spaces such as office/entry, concessions, locker rooms, and pool mechanical.

Robert Kenneth Buchanan, Jr Municipal Pool

Aquatic Park Opening:	1962 (Renovation: 2016)
Surface Area:	Main Pool - 5,400 SF (approximate) / 347-foot perimeter
	Children's Pool – 430 SF (approximate), 83-foot perimeter
Lanes:	6, 25-meter lanes
Water Depth:	3'0" to 11'0"
Pool Volume:	Main Pool - 200,000 gallons
	Children's Pool – 3,200 gallons

Administrative Code

The state administrative swimming pool code referenced as "State Code" in the report is as follows.

Rules Of Tennessee Department Of Health Bureau Of Health Services Administration Division Of General Environmental Health

Chapter 1200-23-5 Public Swimming Pools

Applicable Federal Code Section:

Virginia Graeme Baker Pool and Spa Safety Act (VGB)

ASME/ANSI A112.19.81

Signed into Law on December 19, 2007

CPSC Staff Interpretation of Section 1404 issued on June 18, 2008

Americans with Disabilities Act (ADA)

U.S.C. 12101 et seq.

Signed into Law on July 26, 1990

https://www.ada.gov/2010ADAstandards_index.htm

Summary of Conditions

The following lists the primary areas of the Robert Kenneth Buchanan, Jr Municipal Pool that need to be addressed as the facility continues in operation.

1. **Replace Swimming Pool Surface:** The swimming pool has a plaster surface that was installed in 2016 along with tile lane markings. Plaster surfaces on an outdoor, seasonal pool typically have a lifespan of 7 to 10 years. The pool's plaster has significant cracking in numerous areas inclusive of vertical cracks on the pool walls and horizontal cracks on the pool floor with the horizonal cracks running both east/west and north/south. One of these cracks extends more than 20' in length. There's an area in lane 6 where the tiles have completely delaminated, and the pool's concrete floor is exposed. While some of the cracks in the plaster surface are hairline cracks, others are up to ¼" wide with chunks of plaster missing. Water was observed under this area of pool tile and water came up to the surface from beneath the tile when stepped on.
    a. A static water tightness test is recommended to be completed prior to the replacement of any finishes. The static test allows the contractor to isolate the pool structure from the piping system and test the pool shell for water tightness. If water loss is found, a dye test can be completed to determine the location(s) in the pool structure of the water loss. Dye is injected into common leak points to observe where the colored dye is being pulled into the cracks or joints. It is not uncommon for pools to leak over time at structural joints if they are not maintained correctly. Other common leak sources include the main drains, floor or wall inlets, skimmers, underwater lights, and any other major penetrations into the pool shell. The water tightness test is recommended to be done or repeated a final time when the finish layer is removed and any cracks or joints. have been sealed.
    b. The pool has had hydrostatic relief valves installed to help alleviate and sub-surface pressure from ground water. The pool surface area around these relief valves was observed to be uneven, wavy and had missing areas of plaster.
    c. A structural assessment of the pool shell should be undertaken before a new pool surface is applied. It is currently unknown if any voids exist beneath the pool shell and around the perimeter of the pool, which could cause further movement of the pool shell and cracking of the new pool surface.
2. **Monitor Condition of Pool Entry Stairs**: The pool entry stairs are not uniform in height or width and have varying levels of slope from side to side. Staff should

monitor this area to ensure that jagged or chipped concrete is not exposed to pool users as they utilize the stairs to enter and exit the pool.

3. **Replace Swimming Pool Deck and Coping Stone:** The pool's deck and coping stone are experiencing similar issues to the pool surface with cracking, heaving, settling, delamination, separation and large areas with missing concrete. Areas of particular concern are adjacent to the skimmers where cracks exist through the skimmer baskets, and diagonally through the coping stone. Gaps were observed both above and below the perimeter tile, with several areas of large gaps where concrete had chipped off the coping stone. In at least two areas the gaps between the coping stone joints had been filled with plywood to help seal it from becoming a toe-catch or a trip hazard. When gaps exists at the base of the coping stone and the top of the perimeter tiles, it allows water to get behind those areas which can cause corrosion to rebar and possible deterioration of the sub-soils depending upon the amount of water that's lost and what areas it penetrates. While the current maintenance approach can be continued where specific areas are addressed as needed, these areas could include spots where there may be poor drainage that lead to slips and falls or unsanitary conditions, or large cracks, gaps, or uneven portions in the deck. An alternative approach would be to replace all of the pool deck, or major sections of the deck in their entirety over time, enabling proper placement and compaction of fill materials and a robustly designed deck slab to eliminate issues for the replaced areas – rather than continuing to replace or repair the deck in small sections.
4. **Address ADA Compliance**: The Americans with Disabilities Act (2010 Standards) requires that a swimming pool with a perimeter that is more than 300' to have at least two accessible means of entry, provided that the primary accessible means of entry is an ADA compliant swimming pool lift or ADA compliant swimming pool ramp with handrails, while the secondary means of access can be either a ramp, lift or compliant stair entry. Currently, there is one S.R. Smith pool lift on-site that is installed during the summer season in the 3' area by the entry stairs. Due to the perimeter being greater than 300', the swimming pool necessitates two accessible means of entry which requires a second lift be installed to meet the ADA standard.
5. **Ensure Main Drain Grates Meet VGBA Standards**: The swimming pool had dual main drains with grates that are suction and hair entrapment certified as required by the Virginia Graeme Baker Pool and Spa Safety Act (VGB), ASME/ANSI A112.19.81. The sumps were unable to be confirmed at VGBA compliant during the site visit. VGBA grates have expiration dates on them and staff should confirm the existing grates are still compliant. All main drains with dimensions 18" x 23" or smaller are classified as "blockable" and must have a

VGB stamped and certified “unblockable” grate cover with tamper proof screws. The federal regulations of VGB were passed by Congress in 2008 and are designed to reduce the potential for suction and hair entrapment in commercial swimming pools at all suction outlets (e.g. main drains, skimmer equalizer lines, etc.). The Consumer Product Safety Commission (CPSC) is tasked with federally enforcing all VGB regulations, but due to the vast number of commercial swimming pools in the United States, enforcement most commonly is the responsibility of the local governing agencies (e.g. public health departments, building departments, etc.).

6. **Install Intermediate Depth Markers:** The depth markers on the west pool wall do not meet the code requirement as follows, “Depth markers shall be spaced at intervals no greater than twenty (20) feet with numerals of at least four (4) inches in height and of a color contrasting with the background.” A minimum of one depth marker should be placed between the existing 5’0” and 11’0” markings.
7. **Move Starting Blocks to the 5’ End of the Pool**: Staff report the starting blocks are installed at the shallow end of the pool where the depth is only 3’. Based upon current standards for the depth of the pool for the inclusion of starting blocks, the blocks need to be moved to the opposite end where there water depth is 5’. USA Swimming states the following:
    a. Teaching Racing Starts — Minimum water depth for teaching all racing starts, prior to certification, in any setting from any height starting blocks, from backstroke ledges or from the deck shall be 6 feet (1.84 meters) measured for a distance of 3 feet 3-1/2 inches (1.0 meter) to 16 feet 5 inches (5.0 meters) from the end wall.
    b. Racing Starts — Minimum water depth for racing starts during practice and competition shall be measured for a distance 3 feet 3-1/2 inches (1.0 meter) to 16 feet 5 inches (5.0meters) from the end wall. Starting requirements and height of starting block shall be:
        i. In pools with water depth less than 4 feet (1.22 meters) at the starting end;
        ii. The swimmer must start in the water;
        iii. In pools with water depth 4 feet (1.22 meters) or more at the starting end, starting platforms shall meet the height requirements of 103.14.1.
8. **Replace diving board stands and boards:** Both of the diving board stands have rust and corrosion on them along with delaminating surfaces on the diving boards. Based upon an assessment of the diving area, the slope and depth of the deep area does not meet current standards for the Durafirm springboard which would necessitate removal of that diving board. Without having the

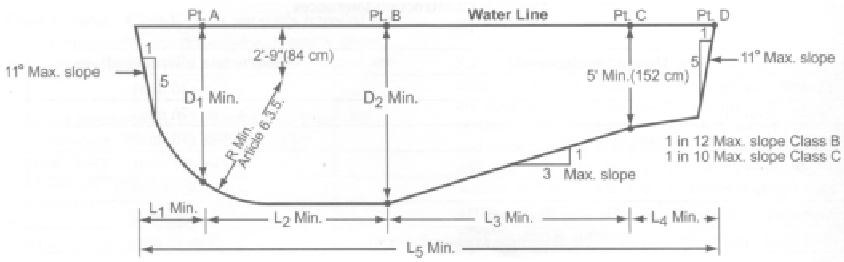
original drawings to know the exact depth and slope, it cannot be confirmed if the other board meets the current requirements but it appears that it does based upon the following from S.R. Smith which would allow all boards up to Type VIII on the pool.

8', 10', 12', 14', & 16' DIVING BOARDS

8' Diving Boards RECOMMENDED for Type VI & VII Pools
10' Diving Boards RECOMMENDED for Type VI, VII & VIII Pools
12' Diving Boards RECOMMENDED for Type VII & VIII Pools
14' Diving Boards RECOMMENDED for Type VIII & IX Pools
16' Diving Boards RECOMMENDED for Type VIII & IX Pools

TOP OF BOARD'S TIP END shall be mounted within 26" (2/3 Meter) of water level on Type VI pools, within 30" (3/4 Meter) for Type VII pools, within 39" (1 Meter) for Type VIII pools and within 118" (3 Meters) for Type IX pools.

Refer to ANSI/APSP/ICC-1 2014 AMERICAN NATIONAL STANDARD FOR PUBLIC SWIMMING POOLS, Figure 6.2.2- Construction dimensions for water envelopes for Class B and Class C pools.



NOTE: L_4 is a minimum dimension to allow sufficient length opposite the board. This may of course be lengthened to form the shallow portion of the pool. L_2, L_3, L_4 combined represent the minimum distance from the tip of board to pool wall opposite diving equipment.

TABLE 2- MINIMUM WATER ENVELOPES (ANSI/APSP/ICC-1 2014)

Pool type	Minimum dimensions						Minimum width of pool at:				
	D_1	D_2	R	L_1	L_2	L_3	L_4	L_5	Pt. A	Pt. B	Pt. C
VI	7'-0" (213 cm)	8'-6" (259 cm)	5'-6" (168 cm)	2'-6" (76 cm)	8'-0" (244 cm)	10'-6" (320 cm)	7'-0" (213 cm)	28'-0" (853 cm)	16'-0" (488 cm)	18'-0" (549 cm)	18'-0" (549 cm)
VII	7'-6" (229 cm)	9'-0" (274 cm)	6'-0" (183 cm)	3'-0" (91 cm)	9'-0" (274 cm)	12'-0" (366 cm)	4'-0" (122 cm)	28'-0" (853 cm)	18'-0" (549 cm)	20'-0" (610 cm)	20'-0" (610 cm)
VIII	8'-6" (259 cm)	10'-0" (305 cm)	7'-0" (213 cm)	4'-0" (122 cm)	10'-0" (305 cm)	15'-0" (457 cm)	2'-0" (61 cm)	31'-0" (945 cm)	20'-0" (610 cm)	22'-0" (671 cm)	22'-0" (671 cm)
IX	11'-0" (335 cm)	12'-0" (366 cm)	8'-6" (259 cm)	6'-0" (183 cm)	10'-6" (320 cm)	21'-0" (640 cm)	0 (0 cm)	37'-6" (11.4 m)	22'-0" (671 cm)	24'-0" (732 cm)	24'-0" (732 cm)

TABLE 3 – S.R. SMITH PUBLIC POOL SPECIFICATIONS

Pool Type	MAX. DIVING BOARD LENGTH	MAX. BOARD HEIGHT OVER WATER
VI	10'	26" (2/3 meter)
VII	12'	30" (3/4 meter)
VIII	16'	1 Meter
IX	16'	3 Meter

a.

9. **Address rust and corrosion on swimming pool recirculation and mechanical equipment and install new chemical controller, pump and strainer.** The pool's mechanical system was observed with the following conditions:
    a. Rusted overhead pool piping supports;
    b. Rust and corrosion on piping valves and bolt connections;
    c. Rust and corrosion on the strainer and recirculation pump;
    d. Rusted base for the recirculation pump;

e. Staff report the CAT 2000 chemical controller quit working during the 2024 season. This should be replaced before the 2025 season as controllers are necessary for the safe operation of the pool as the State Code reads, “Hand chlorination is not acceptable, except for emergencies, infrequent chlorination purposes, or as approved by the Department where specific circumstances necessitate such dispensing.”
f. The Pentair THS Series High-Rate Sand Filter is rated for up to 285 GPM at the state code limit of 15 GPM/sq.ft. With two of these filters the capacity for the system is 570 GPM which would equate to a 5.8 hour turnover, within the State Code requirement for this type of pool.
g. A variable frequency drives is not installed on the pool recirculation pumps or the feature pumps. A variable-frequency drive (VFD) is a system for controlling the rotational speed of an alternating current (AC) electric motor by controlling the frequency of the electrical power supplied to the motor. Consideration should be made to install a VFD on the recirculation system during a future mechanical renovation.

The pool’s recirculation piping and filtration was replaced during the 2016 renovation. Counsilman-Hunsaker typically assigns a lifespan of 15-20 years for a pool’s mechanical system. While the filtration and piping are still in good condition and within their expected lifespan, other components such as the pump, strainer and chemical controller should be replaced.

10. **Create Separate Spaces for Pool Chemicals**: The pool uses sodium hypochlorite (liquid chlorine stored in 1, 275-gallon tanks) for the sanitizer and muriatic acid for the pH buffer. The chemicals are located in the main pool mechanical room adjacent to the high-rate sand filters. The chemicals exhaust fumes to the interior of the mechanical room and these chemical fumes have caused corrosion on some of the mechanical equipment, pipe supports, bolts, pumps and related equipment. The preferred method for the location of these chemical rooms is to have them in separate, dedicated ventilated rooms that open to the exterior of the mechanical building to alleviate the chemical fumes getting into the mechanical room.
11. **Determine Location of Filter Backwash**: Staff are unsure of the location of the filter backwash water and an air gap was not observed in the mechanical room on the swimming pool recirculation system. Per State Code, “Filter Backwash. Backwash from the filter(s) shall be piped to a sanitary sewer or other disposal method approved by the Department. In all cases of filter backwash discharge, an air-gap shall be provided with a minimum of six (6) inches between the discharge pipe and top of the sump or sewer piping. Both the sump and the exit pipe shall be sized to accommodate the backwash flow.”

12. **Add ultraviolet treatment system to the children's pool and consider options for incorporating ADA accessibility.**
    a. Due to the murky water while on site, the size and number of main drains could not be confirmed. The children's pool does contain a Stratum VRS System to meet the requirements of the VGB Act in pools that lack a dual main drain system. Staff should confirm the main drain cover is VGBA compliant and is within the lifespan based on the expiration date on the cover.
    b. The children's pool does not have an Ultraviolet Treatment (UV) System to provide secondary sanitation. UV has been shown to be highly effective against chlorine resistant pathogens like Cryptosporidium and Giardia; as well as the vast majority of bacteria, viruses, yeast, and mold. According to the MAHC, "Due to the risk of outbreaks of RWIs associated with the disinfectant tolerant parasite Cryptosporidium, it is strongly recommended that all aquatic facilities include secondary disinfection systems to minimize the risk to the public associated with these outbreaks." If a UV system is added to the recirculation system, the piping can also be replaced as staff have identified areas of the pipes that leak on the lines to the mechanical room.
    c. According to the ADA Standards, the children's pool necessitates one primary means of accessible entry. Due to the depth of the pool, an ADA compliant lift is not able to be installed so the pool needs an ADA ramp with railings to meet the standard that has a 1:12 slope. A concrete ramp could be constructed to meet this standard, but consideration should be given to the age and condition of the pool before moving forward.

Swimming Pool Pictures

Figure 1 Entry Building

Figure 2 Office/Concession Area

Figure 3 Construction and Renovation Plaques

Figure 4 Swimming Pool (NE Corner)

Figure 5 Swimming Pool (NW Corner)

Figure 6 Deep Area

Figure 7 Shallow End

Figure 8 Entry Stairs

Figure 9 Six, 25-Meter Lap Lanes

Figure 10 Diving Area

Figure 11 Shallow End Depth Marker

Figure 12 Pool Corner Wall

Figure 13 Separation in Coping Stone

Figure 14 Pool Skimmer

Figure 15 Crack in Coping Stone and Cracked Tile

Figure 16 Vertical Crack in Pool Wall

Figure 17 Cracking in Pool Deck

Figure 18 Missing Lane Line Tile


Figure 19 Missing Lane Line Tile


Figure 20 Hydrostatic Relief Valve and Adjacent Surface Cracking


Figure 21 Cracking in Coping Stone


Figure 22 Pool Deck Cracking


Figure 23 Cracking and Separation in Coping Stone


Figure 24 Missing Grout in Lane Line Tile

 *Figure 25 Delamination of Diving Board Surface*	 *Figure 26 Delamination of Surface on Durafirm Diving Board*
 *Figure 27 1-Meter Diving Board Stand*	 *Figure 28 Diving Stand Base Corrosion*
 *Figure 29 1-Meter Diving Board Stand*	 *Figure 30 S.R. Smith ADA Lift*

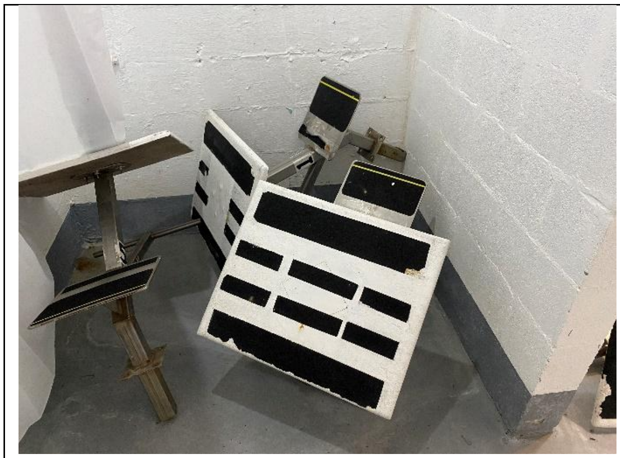


Figure 31 Starting Blocks


Figure 32 On-Deck Pool Equipment Storage


Figure 33 Return Wall Inlet (Missing Cover)


Figure 34 Pool Mechanical Room


Figure 35 Pool Filtration


Figure 36 Valve Corrosion

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Figure 37 Corrosion on Pipe Supports

Figure 38 Liquid Chlorine Storage

Figure 39 Muriatic Acid Storage

Figure 40 Recirculation Piping

Figure 41 Filtration Base

Figure 42 Main Pool Chemical Controller


Figure 43 Pool Recirculation Pump


Figure 44 Corrosion on Pool Pump


Figure 45 Corroded Pump Base Supports


Figure 46 Pool Strainer (Corrosion)


Figure 47 Pool Recirculation Piping

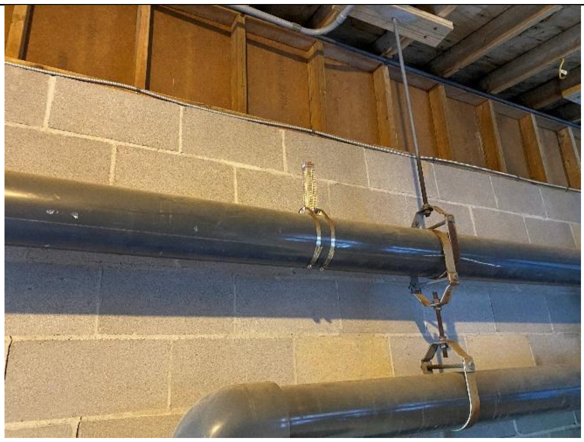


Figure 48 Pool Flow Meter

Figure 49 Children's Pool Recirculation System

Figure 50 Children's Pool Chemical Controller

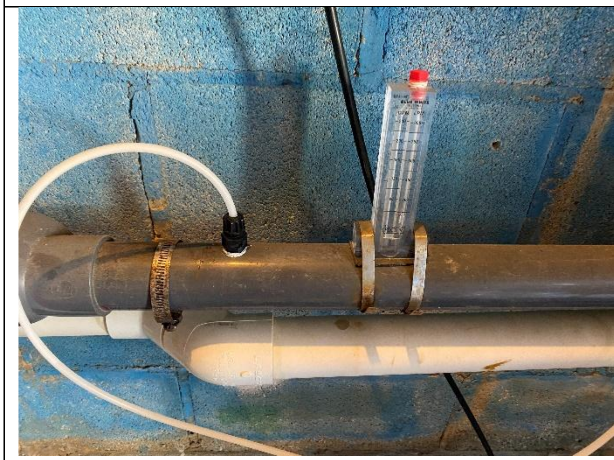


Figure 51 Children's Pool Flow Meter

Figure 52 Vacuum Release System

Figure 53 Mechanical Room Exhaust Fan

Figure 54 Backwash Line


Figure 55 Children's Pool

Figure 56 Repaired Skimmer Area


Figure 57 Stair Entry Railing


Figure 58 Cracking Around Pool Perimeter

Figure 59 Separation (Coping and Deck)


Figure 60 Cracking and Deck Separation

From:	Stefanie Dalton
To:	Martin Granum
Cc:	Tracey Perry; Summer Sheldon
Subject:	Fw: RB Citizen Leadership Award
Date:	Wednesday, April 23, 2025 1:31:29 PM
Attachments:	Outlook-ddq3wcqc.png

Good afternoon!

See below for information on the selected student for the Red Bank Citizen Scholarship Award — We need to get this information plugged into a resolution/memo/and certificate for our May 6th meeting because the senior awards night is happening May 7th at 6pm, when I would need to present the award and check to this student. Thank you thank you!

Stefanie Dalton, BA, LMSW
Mayor, Red Bank City Commission
City of Red Bank
423-914-1870

City of Red Bank website
City of Red Bank on Facebook
City of Red Bank on Instagram

From: MATT JOHNSON <JOHNSON_MATTHEW@HCDE.ORG>
Sent: Wednesday, April 23, 2025 7:31 AM
To: Stefanie Dalton <sdalton@redbanktn.gov>
Cc: CHRISTOPHER TILLETT <TILLETT_CHRIS@HCDE.ORG>
Subject: RB Citizen Leadership Award

Good morning!

On behalf of Mr. Tillett and the RBHS Faculty, I would like to recommend **Layla Swaggerty** as our 2025 RB City Award recipient. See details about this wonderful young lady below. Thank you for investing in you students, families, and community! -Matt

"Layla is hardworking, thoughtful and organized. For the last two years she has worked at an assisted living complex, patiently serving senior citizens with warmth and care, while also balancing her commitments to the RBH Blue Marching Band, Concert Band, & maintain a strong academic record.

She has served as a dedicated Student Mentor for the last 2 years, welcoming our Freshman to high school and helping them get involved while also modeling the character traits of mature leadership. She has a genuine concern for the well-being of the people around her and she thoughtfully helps friends and classmates become the best versions of themselves. (Please rephrase that, its true but it sounds clunky)

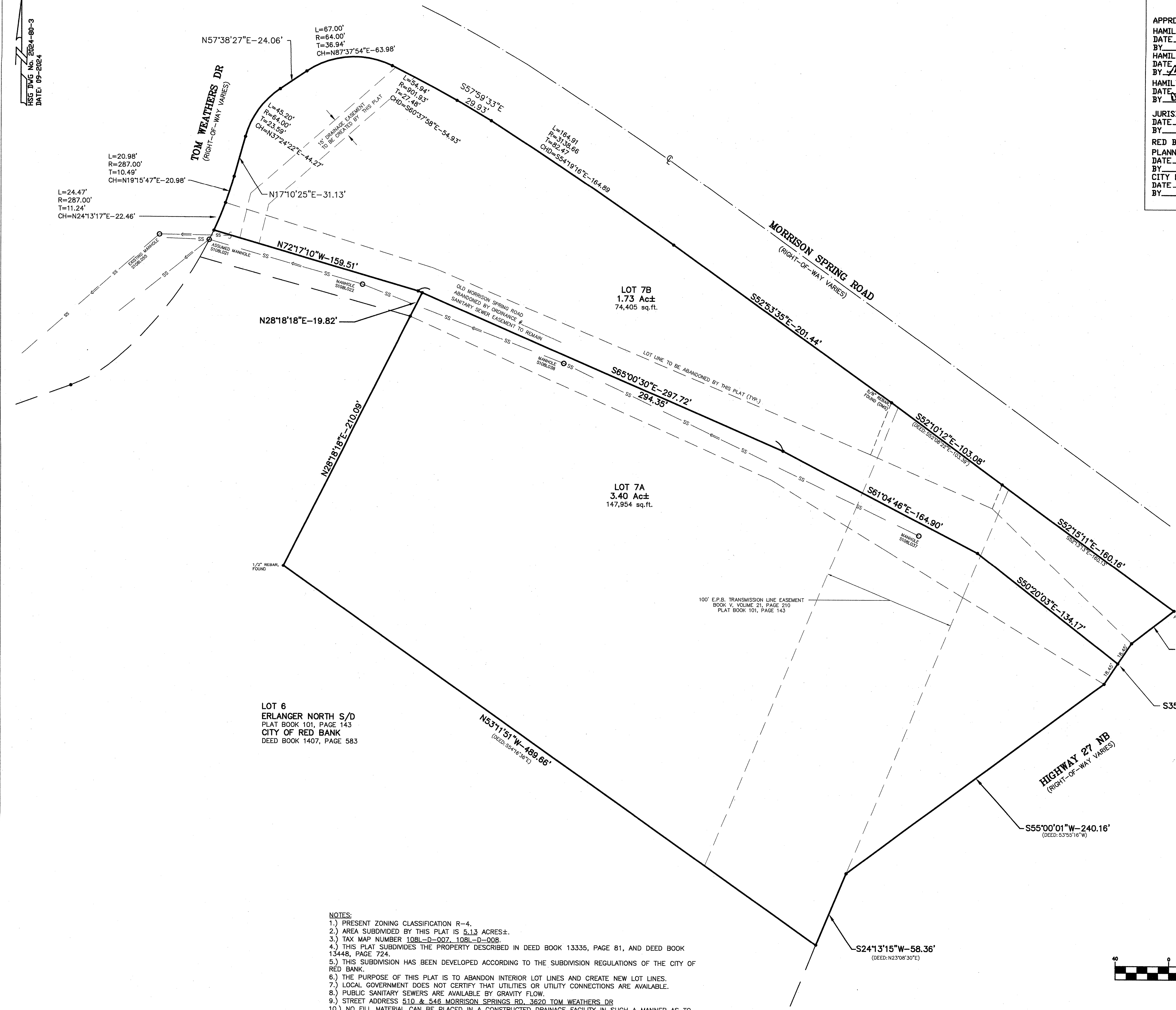
Layla is headed to greatness at UTC, playing trumpet in their marching band and pursuing a degree in Music Education? "

Dr. Matt Johnson
College & Career Advisor

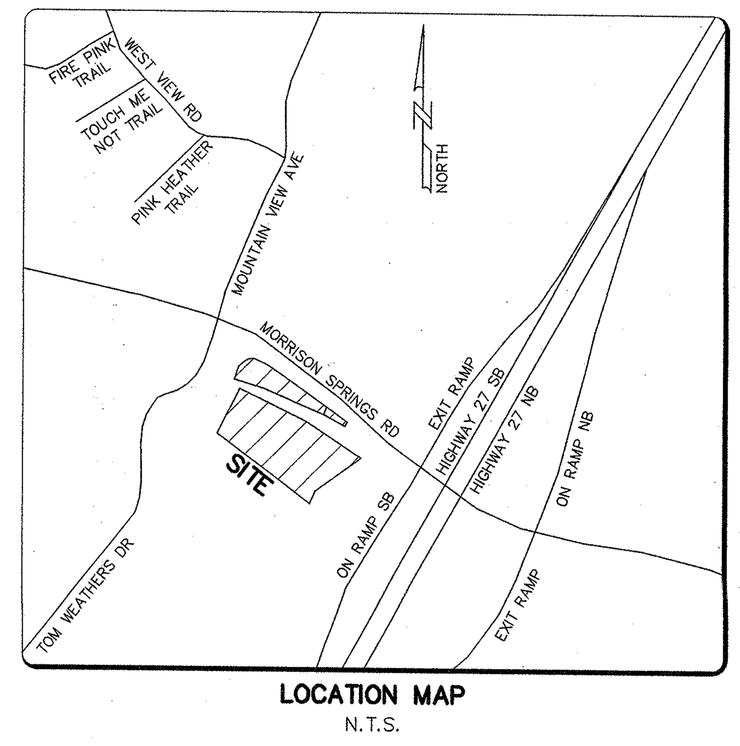
HAMILTON COUNTY SCHOOLS

Red Bank High School

Social, Emotional & Academic Development Dept.
640 Morrison Springs Road, Chattanooga, TN 37415
(P) 423-498-6691 | ext. 65101



APPROVED FOR RECORDING
HAMILTON COUNTY GEO TECH
DATE____________
BY____________
HAMILTON COUNTY WWTA
DATE 3/5/25
BY ____________
HAMILTON COUNTY WATER QUALITY
DATE 3/5/25
BY ____________
JURISDICTIONAL AUTHORITY
DATE 3/4/25
BY ____________
RED BANK MUNICIPAL
PLANNING COMMISSION
DATE____________
BY____________
CITY OF CHATTANOOGA
DATE____________
BY____________



LOCATION MAP
N.T.S.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

NOTES:
1.) PRESENT ZONING CLASSIFICATION R-4.
2.) AREA SUBDIVIDED BY THIS PLAT IS 5.13 ACRES±.
3.) TAX MAP NUMBER 108L-D-007, 108L-D-008.
4.) THIS PLAT SUBDIVIDES THE PROPERTY DESCRIBED IN DEED BOOK 13335, PAGE 81, AND DEED BOOK 13448, PAGE 724.
5.) THIS SUBDIVISION HAS BEEN DEVELOPED ACCORDING TO THE SUBDIVISION REGULATIONS OF THE CITY OF RED BANK.
6.) THE PURPOSE OF THIS PLAT IS TO ABANDON INTERIOR LOT LINES AND CREATE NEW LOT LINES.
7.) LOCAL GOVERNMENT DOES NOT CERTIFY THAT UTILITIES OR UTILITY CONNECTIONS ARE AVAILABLE.
8.) PUBLIC SANITARY SEWERS ARE AVAILABLE BY GRAVITY FLOW.
9.) STREET ADDRESS 510 & 546 MORRISON SPRINGS RD, 3620 TOM WEATHERS DR
10.) NO FILL MATERIAL CAN BE PLACED IN A CONSTRUCTED DRAINAGE FACILITY IN SUCH A MANNER AS TO IMPEDE STORM WATER RUNOFF FLOW UNLESS APPROVED BY THE CITY ENGINEER.
11.) ALL CORNERS ARE 1/2" REBAR W/CAP UNLESS NOTED OTHERWISE.
12.) A 5' PRIVATE DRAINAGE EASEMENT SHALL BE RESERVED ALONG THE INSIDE OF ALL SIDE AND REAR LOT LINES. THESE DRAINAGE EASEMENTS SHALL BE AUTOMATICALLY ABANDONED IF TWO OR MORE LOTS ARE COMBINED, OR USED AS ONE LOT, OR IF NO SETBACK IS REQUIRED.
13.) DONE WITHOUT THE BENEFIT OF TITLE COMMITMENT.
14.) BASED ON GRAPHIC DETERMINATION THIS PROPERTY IS LOCATED IN ZONE "X" AND IS NOT IN A FEMA/FIRM SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 47065C0331G, DATED 02/03/2016.

REVISED PLAT LOT 7A-7B

ERLANGER NORTH SUBDIVISION

LOTS 6, 7 & 8, ERLANGER NORTH SUBDIVISON, PLAT BOOK 101, PAGE 143, AND AS DESCRIBED IN DEED BOOK 1407, PAGE 583, DEED BOOK 13448, PAGE 724, AND DEED BOOK 13335, PAGE 81, R.O.H.C., CITY OF RED BANK, HAMILTON COUNTY, TENNESSEE

OWNER STATEMENT
I CERTIFY THAT I AM THE OWNER IN FEE SIMPLE OF THE PROPERTY SHOWN AND ADOPT THIS AS MY PLAN OF SUBDIVISION.

CHATTANOOGA EXTERIORS DEVELOPMENT PARTNERS, LLC
179 HAMM RD
CHATTANOOGA, TN 37405
423-805-3800

HOPKINS SURVEYING GROUP
175 Hamm Road – P.O. Box 4366
Chattanooga, Tennessee 37405
(423) 267-3751 Office

DAVID L. HOPKINS, JR. REGISTERED LAND SURVEYOR TENNESSEE NO. 120

SURVEYOR STATEMENT
I CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON, THAT THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SURVEY WAS DONE IN COMPLIANCE WITH CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THAT THE RATIO OF PRECISION OF UNADJUSTED SURVEY IS >1:10,000 (CATEGORY I)

WATER QUALITY NOTES:
A. WATER QUALITY EASEMENTS AND OTHER DRAINAGE FACILITIES INSTALLED BY THE DEVELOPER CANNOT BE FILLED, ALTERED, OR CHANGED IN ANY WAY WITHOUT PERMISSION FROM THE HAMILTON COUNTY WATER QUALITY PROGRAM.
B. THE OWNER OF ALL LOTS ARE RESPONSIBLE TO MAINTAIN WATER QUALITY EASEMENTS TO THE STANDARDS OF THE HAMILTON COUNTY WATER QUALITY PROGRAM RULES AND REGULATIONS.
C. THE GOVERNMENT OF HAMILTON COUNTY IS NOT RESPONSIBLE TO CONSTRUCT OR MAINTAIN WATER QUALITY EASEMENTS OR ANY DRAINAGE RELATED FACILITIES.
D. THE HAMILTON COUNTY WATER QUALITY PROGRAM RESERVES THE RIGHT AT ANY TIME TO ACCESS WATER QUALITY EASEMENTS TO INSPECT AREAS AND FACILITIES.
E. THE HAMILTON COUNTY WATER QUALITY PROGRAM RULES AND REGULATIONS SHALL APPLY TO ANY DISCHARGE OF STORM FROM THIS SUBDIVISION.

DWG. NO.: 2024-331-2

DRAWN BY: ZA	SHEET NO: 1 OF 1	DWG.No: 2024-331-2
SCALE: 1"=40'	DATE: 1/6/2025	REF. DWG: 2024-80-3
PROPERTY ADDRESS: MORRISON SPRINGS RD		TAX MAP No: SEE NOTE #3