

City of Red Bank

BOARD OF COMMISSIONERS WORK SESSION

Work Session Agenda

August 5, 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. **Employee Recognitions: Firefighter Bryceton O'Neal - FC Sylar, Street Division Supervisor Caleb Barnett - PWD Tate**
- II. **Review and discussion for initiating the disposition of real property - Goodson Avenue parcels (CDD Slay)**
- III. **Review and discuss a proposed due-dilligence process for potential land acquisition - Stringer's Branch portion of the United Methodist Church parcel located adjacent to Red Bank City Park (CDD Slay)**
- IV. **On Consent Agenda - Approve agreement with Volkert, Inc. for Survey and Geotechnical Services for Pine Breeze Rd Resolution 25-1815 (PWD Tate)**
- V. **On Consent Agenda - Approve purchase of Dump Truck, Salt Spreader, Snow Plow for the Public Works Department in an amount not to exceed \$199,966.12 Res No 25-1816 (PWD Tate)**
- VI. **On Consent Agenda - Approve an emergency replacement of the Heat Pump Air Unit at the Police Dept through Bailey's Heating & Air for \$11,680.00 Res No. 25-1818 (PWD Tate)**
- VII. **On Consent Agenda - Approve an Agreement with Urban SDK for Transportation Analytics, cost to be shared by Public Works and the Police Dept, at an annual subscription cost not to exceed \$14,825.00 Res No. 25-1819 (PWD Tate & DPC Wright)**
- VIII. **On Consent Agenda - Accept the award for the Project Diabetes Grant in a no-match amount of up to \$402,300.00 Res No. 25-1821 (PRM Grabe)**
- IX. **On Consent Agenda - Authorization to apply for and accept the TAWC grant Res No. 25-1817 (FC Sylar)**
- X. **On Consent Agenda - Authorize the Mayor to request the initiation of a Land and Water Conservation Fund ([LWCF](#)) conversion process -- see page 7 of the link -- RES NO. 25-1820 (PRM Grabe)**
- XI. **Public Hearing and first reading to rezone 171 Oak St from R-1 to R-T/Z Ord No. 25-1284 (CP Pham)**
- XII. **First Reading to amend Title 14, Chapter 1 of the Red Bank Municipal Code to incorporate and codify Ordinances 01-838, 01-848, and 12-982 Ord No. 25-1285 (CDD Slay)**
- XIII. **Public Hearing and first reading of Zoning Ordinance Amendment - Definitions Ord No. 25-1286 (CDD Slay)**
- XIV. **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)
- XV. **Any other business to discuss**
- XVI. **Adjournment**

SITE MAPS



General (Street) Map of Subject Property



HENRY B. GLASCOCK COMPANY
3085 BROAD ST
CHATTANOOGA, TN 37408

PAGE 17



Aerial Map



HENRY B. GLASCOCK COMPANY
3085 BROAD ST
CHATTANOOGA, TN 37408

PAGE 18

ORDINANCE: 21-1188

AN ORDINANCE OF THE CITY OF RED BANK, TENNESSEE ESTABLISHING PROCESSES AND PROCEDURES WITH RESPECT TO THE SALE, DEVELOPMENT AND DISPOSITION OF REAL PROPERTY, CODIFIED IN THE RED BANK CITY CODE IN THE APPENDIX, CHAPTER F, THEREOF AND ASSIGNED THE TITLE: SALE, DEVELOPMENT AND DISPOSITION OF REAL PROPERTY.

WHEREAS, the City Charter provides that the City has the right, power and authority to acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein, within or without the City or State; and

WHEREAS, the enumeration of such powers by Charter are not exclusive or restrictive of said general powers and authority but are to be construed liberally to effectuate the general purposes thereof and for the use and benefit of the Citizens of the City of Red Bank, Tennessee; and

WHEREAS, which powers are to be exercised by the City Commission, acting in conjunction with the City Manager and with the assistance, from time to time, of its various boards and agencies however denominated and as the City Commission shall determine; and

WHEREAS, the City Commission has determined that it is appropriate to establish a set of policies, of and with respect to the future acquisition, and present and future ownership, maintenance, improvement, sale, leasing, mortgaging, pledging and/or other disposition of real property, whether now owned or hereafter acquired by the City of Red Bank and to aid in the planning, management, and realization of value from its properties and whether in the context of disposition or sale of properties deemed and determined to have likely outlived their usefulness to the City and to the Citizens and/or as to which properties have ceased to serve a useful purpose, whether presently or in the foreseeable future, which properties shall be categorized as “surplus real property”; and

WHEREAS, the City Commission has determined that as to properties owned or acquired for general or specific purposes and/or intended, whether by design or plan in acquisition or as a consequence as the passage of time and/or the occurrences of other surrounding circumstances or events may be deemed appropriate for future use, for conversion to liquid funds at fair market value and/or for some other purpose(s) to benefit the public health, safety and welfare, and whether now or in the future and as to which such may or shall be intended to enhance the livability of the City and betterment of the Citizens of the City of Red Bank, and/or the public good, the City may sell, transfer and convey, for fair market value and/or may retain and/or dispose of such properties for development, to subdivide any and/or all such property/properties for such prices, upon such terms, and subject to such conditions, restrictions and requirements as the City Commission shall determine as are fair, just, appropriate, required, to and for the best interest of the City and, and the enhancement of the public welfare, now or in the future.

NOW, THEREFORE, be it ordained by the City of Red Bank, Tennessee that the sale development or other disposition of real property acquired by or belonging to the City shall be subject to the following set of guidelines, the same to be codified in the Red Bank City Code in the Appendix Section as APP-F-1:

SECTION 1. The City Commission shall have sole and exclusive authority, for the City, with respect to the sale or disposition of real property owned by the City and whether denominated “surplus real property” and/or as “City property for public use, sale or development,” and/or for any other categorization of real property owned by the City.

SECTION 2. Upon a declaration by the City Commission that real property has outlived its usefulness or that the same is unlikely to be found to be useful or beneficial for any reasonably ascertainable municipal purpose now, or in the foreseeable future, the City may declare such as “surplus real property” and upon such determination, may, but shall not be required to incorporate preliminary plans for sale or other disposition and, the matter shall be referred to the Red Bank Planning Commission for review and for its recommendation(s) as to same.

The Planning Commission may consider such matter pursuant to its lawful written policies and procedures as it determines is appropriate and under the circumstances then existent; provided, failure of the Red Bank Planning Commission to return to the Red Bank City Commission a recommendation within sixty (60) days of the date of referral shall be deemed an approval of the recommendation and reference by the City Commission.

SECTION 3. Real property owned or acquired or held by the City for general or specific purposes and intended, whether by design or plan and acquisition or as a consequence of the passage of time or the occurrence of other circumstances or events, and which the City Commission may deem or declare to be appropriate for future use, or for conversion to liquid funds at fair market value or for some other purpose(s) to benefit the public welfare, now or in the future, and/or to enhance the livability of the City and the public good may be sold, transferred, conveyed for fair market value, retained and developed as the City Commission shall determine as is appropriate, and/or may be subdivided and/or sold or partially subdivided or sold for such prices and upon such terms and subject to such conditions precedent and such conditions subsequent and/or restrictions and conditions as the City Commission shall determine are fair, just, appropriate, required, beneficial and/or necessary for the best interests of the City and its Citizens and for the enhancement of the public welfare. Such property/properties shall be deemed “City Property for public use, sale or development.”

(A) Upon determination by the City Commission, whether or not initiated by City administration and/or one or more of the members of the City Commission, acting by majority vote, such property may be determined to be appropriate for sale in whole or in part, either to realize the fair market value thereof and/or to further some desirable development or redevelopment and/or public recreational purpose, intended or resulting in a calculated benefit to the health, safety, and welfare of the Citizens of the City of Red Bank, Tennessee. The City Commission, according to such processes as it shall from time to time determine, shall propose its specific and/or general plans and/or public benefit objectives in a plan for such sale, disposition, development, redevelopment, sale subject to conditions, restrictions, covenants and requirements and, in such circumstance(s).

(B) upon such determination and the preparation of a plan or RFP or statement of other dispositional intent as to any such City property for public use, sale or development, the matter shall be referred to the Red Bank Planning Commission for its review and recommendation, including without limitation, specific recommendations as to development criteria, legal restrictions, and requirements and conditions for further development and such other matters and considerations as the Red Bank Planning Commission is authorized to include in its recommendations; provided, failure of the Red Bank Planning Commission to return to the Red Bank City Commission a recommendation as to the City Commission within sixty (60) days of the day of referral shall be deemed an approval of the recommendation and reference by the City Commission.

(1) Upon receipt (within the sixty (60) day time period above referenced) of the recommendation(s) of the Red Bank Planning Commission, the City, acting by and through the City Manager and/or as otherwise authorized or determined, may proceed to formulate its specific and/or general (a) offer/listing agreement/advertisement/sale documents which may include but not necessarily limited to broker represented sales and/or public auctions and may thereafter proceed with such sale(s) with the final terms of approval of any such offer, contract, proposal being subject to the approval/disapproval of the City Commission in an advertised open meeting and with such topic on the agenda, provided however at least one public hearing shall be held by the Red Bank City Commission prior to finalizing or proceeding with the documentation or distribution of any such RFP or other plan of disposition, sale, or development. Nothing set out herein shall prohibit such additional public hearings and/or public input as the City Commission shall determine is appropriate from time to time and with respect to any particular property or plan/concept/RFP then under consideration.

(2) in the context of a Request for Proposal (RFP), having been recommended to the Red Bank Planning Commission as above provided in Section II or Section III, upon receipt (within the sixty (60) day time period above referenced) of the recommendation(s) of the Red Bank Planning Commission, the City, acting by and through the City Manager and subject to the approval of the City Commission, may proceed to formulate its specific and/or general RFP and to further solicit proposals for development within the parameters as previously prepared by the City Manager and approved by the City Commission, and which shall include time periods for response, which responses "Proposals" shall be, once received, circulated by the City Manager within fifteen (15) days of receipt to (i) the City Commission and (ii) to the Red Bank Planning Commission and thereafter within fifteen (15) days to be posted on the City's website.

(C) The City Manager and/or the City Commission may request/suggest modifications of the submittals of the various respondents, which responses, upon passage of the City Manager determined "time for responses" opportunity, shall be shared with the City Commission and the Red Bank Planning Commission within fifteen (15) days of receipt by the City Manager, together with such evaluation, analysis and/or recommendation(s) as the City Manager shall determine to provide. The Red Bank Planning Commission shall have thirty (30) calendar days from the date of referral to make its further recommendation, if any.

(D) The City Commission shall, upon completion of the above referenced process(es) either (i) accept or reject such proposal(s) for restricted and/or non-restricted

development, sale disposition as proposed by the City Manager, (ii) authorize a Contract for Sale of the real property, either without or subject to such development restrictions, conditions, requirements and/or plans as the City Commission shall theretofore have determined and approved, (iii) issue such directives to the City Manager for further interaction and/or negotiation with the prospective purchaser, offeror, Proposer as the City Commission shall deem appropriate under all the circumstances then or there existing, and/or (iv) make such other determinations, requirements or directives as the City Commission shall then determine which may include a determination to withdraw such property from consideration for sale, development or other disposition.

SECTION 4. Every section, clause, and phrase of this Ordinance is separable and severable. Should any section, sentence, clause, or phrase be declared unconstitutional or invalid by a court of competent jurisdiction, said unconstitutionality or invalidity shall not effect or impair any other section, sentence, clause, or phrase hereof.

SECTION 5. This Ordinance shall take effect from and after the date of its final passage the health, safety and welfare of the Citizens of the City of Red Bank requiring it.

Mayor

(date)

ATTEST:

City Recorder

(date)

April 20, 2021

Approved on First Reading

May 4, 2021

Approved on Second and Final Reading

Approved as to form:

City Attorney

PROCESS FOR DISPOSITION OF REAL PROPERTY: TWO (2) PARCELS ON GOODSON AVE

In compliance with
Ordinance #21-1188



August 5, 2025

City Commission initiates the due-diligence process with Planning Commission



September, 16 2025

City Commission holds a public hearing to finalize and authorize release of the RFP

November 4, 2025

City Commission to review recommendation, award RFP and authorize the execution of Contract for Sale documents

August 27, 2025

Planning Commission prepares the RFP and provides recommendation to City Commission

October 22, 2025

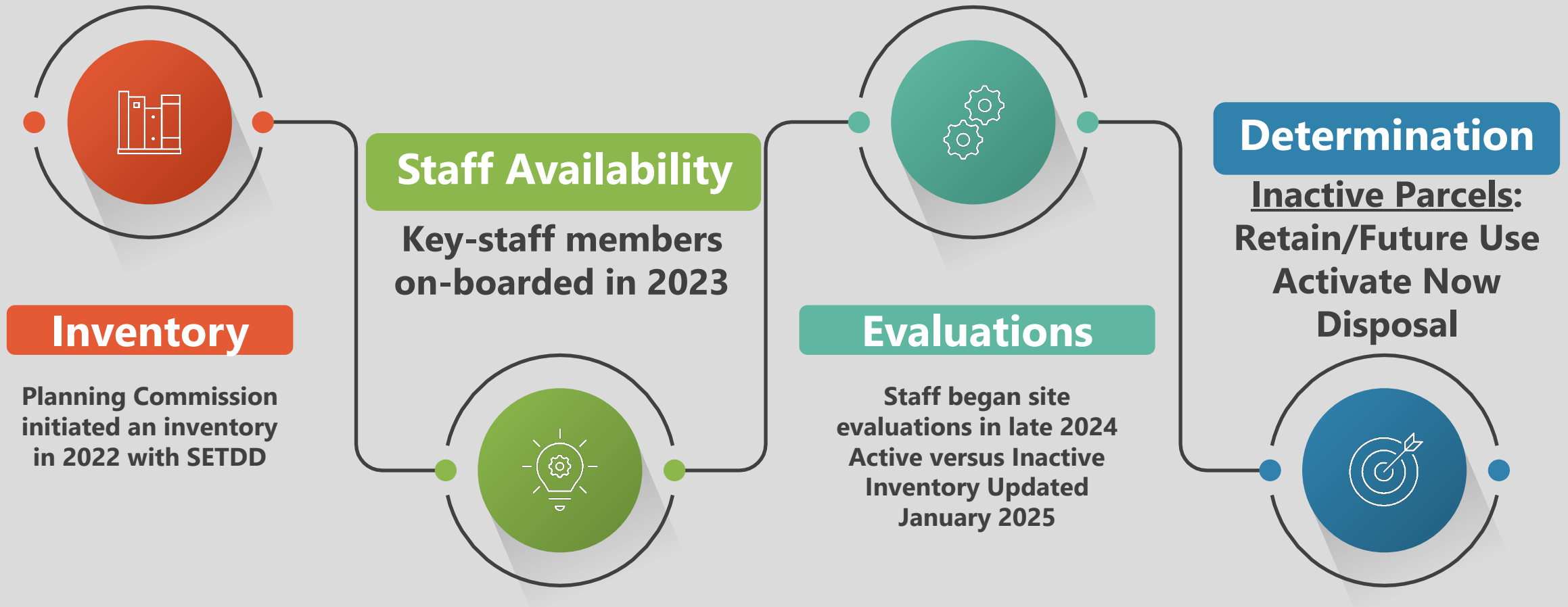
Planning Commission holds a public hearing to review submittals and recommend action to City Commission

November 2025

City Attorney and City Manager initiate and execute necessary contract for sale documents



CITY OWNED PARCELS



Parcel History:

126 C E 027

largest of the two parcels
acquired by the City in **1995**
through a court order
(delinquent tax and or
condemnation)

126C E 031.01

acquired by the City in **2013**
through deed in lieu of
condemnation order
Resolution No. 13-933

Highest and Best Use is being
back on the Tax Roll!



Red Bank, TN

Goodson Avenue lots
126C E 031.01, 126 E 027



city-owned parcels



Map prepared by City of Red Bank Community Development Department

Date: 08/04/2025

This map is for planning purposes only

This is not an engineering map

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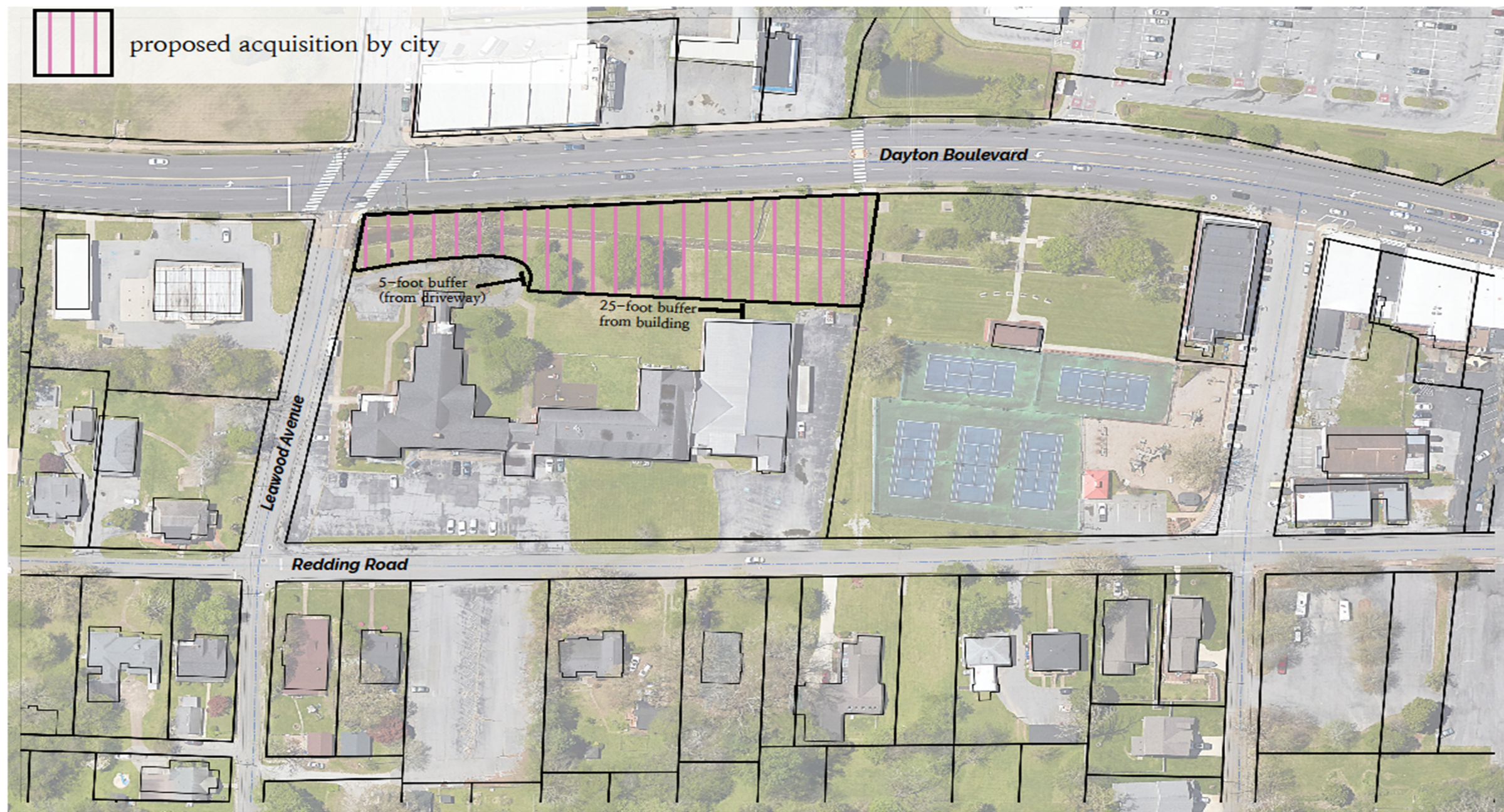
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Stringers Branch Restoration

Conceptual Master Plan
Hamilton County, Tennessee

DAYTON BOULEVARD

Site Legend

- 1 HAMMOCK OR SLACKLINE / FLEX
- 2 POLLINATOR / NO-MOW ZONE (TYP)
- 3 NATURAL PLAY AREA
- 4 ROCK SCRAMBLE (TYP)
- 5 PEDESTRIAN BRIDGE
- 6 INFO KIOSK (TYP): PLANT OR STREAM FACTS
- 7 RELOCATED BENCH
- 8 RELOCATED PICNIC TABLE + TRASH BIN
- 9 EXISTING TREES (TYP)
- 10 EXISTING COVERED STAGE
- 11 NATIVE RIPARIAN PLANTINGS (TYP)

- EXISTING PAVED WALKWAY
- PROPOSED PAVED WALKWAY
- PROPOSED NATURAL SURFACE TRAIL

Disclaimer:
Preliminary layout, not issued
for construction or property
conveyance.



RaganSmith



0 10' 20'

Scale: 1" = 10'
2.29.2024
24-0043

PRECEDENT IMAGERY



PROPOSED DUE-DILIGENCE PROCESS FOR ACQUISITION OF REAL PROPERTY:

STRINGER'S BRANCH PORTION ADJACENT TO CITY PARK

(SUBJECTIVE TIMELINE)



July 15, 2025

Staff attended a second meeting with Trustees of the United Methodist Church to discuss interest



October 2025

Staff continues to engage with property owner on survey and market value
Planning Commission Review



December 2025

City Commission to review recommendation from Planning Commission and authorize the execution of Contract for Purchase documents



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Staff seeks authorization to initiate due-diligence expenses for survey of proposed area and to obtain a broker's estimate of market value

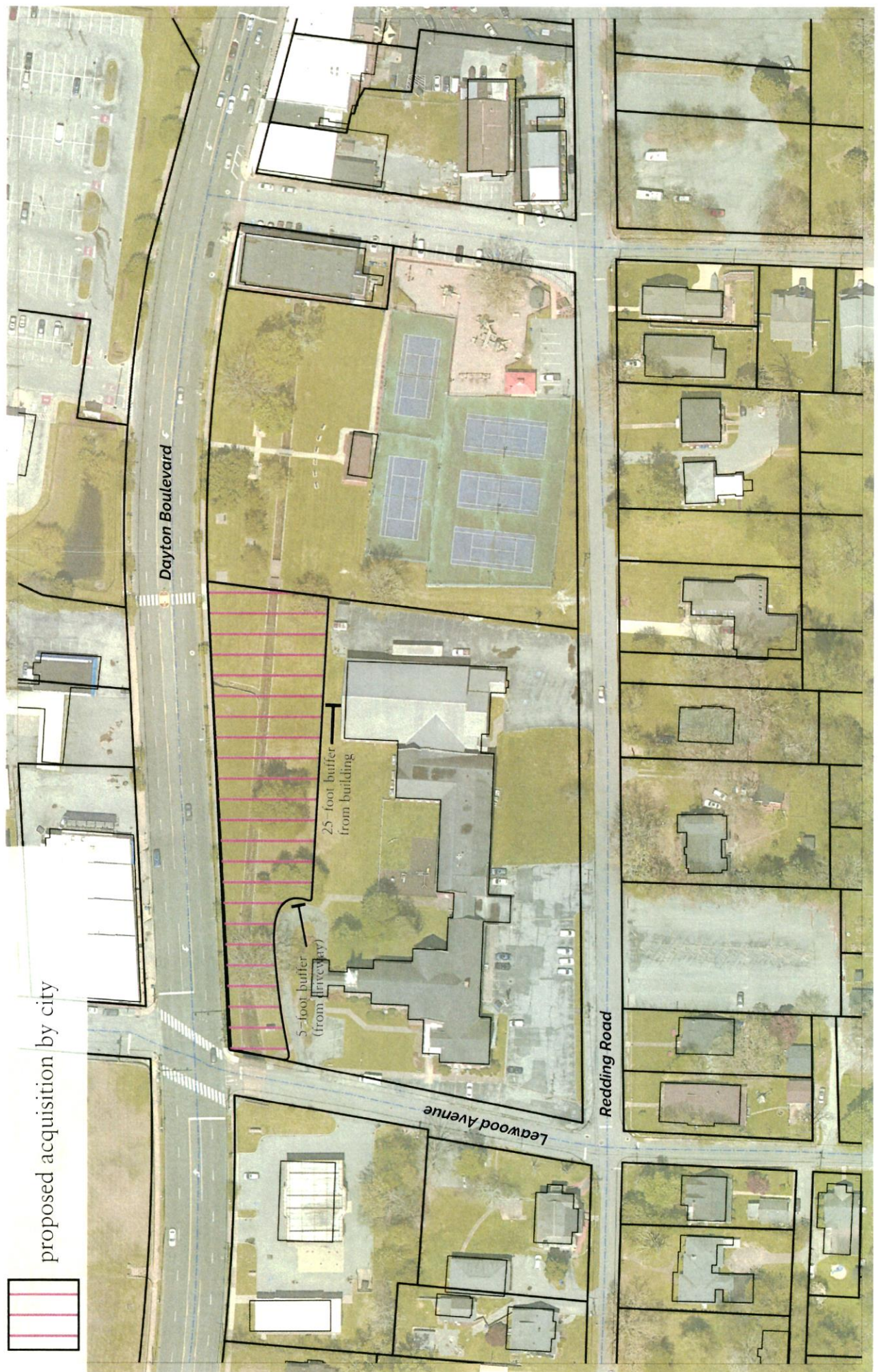
November 2025

Present survey, estimate of market value and seller's proposed price to Planning Commission for continued due-diligence

January 2026

City Attorney and City Manager initiate and execute necessary contract for purchase documents





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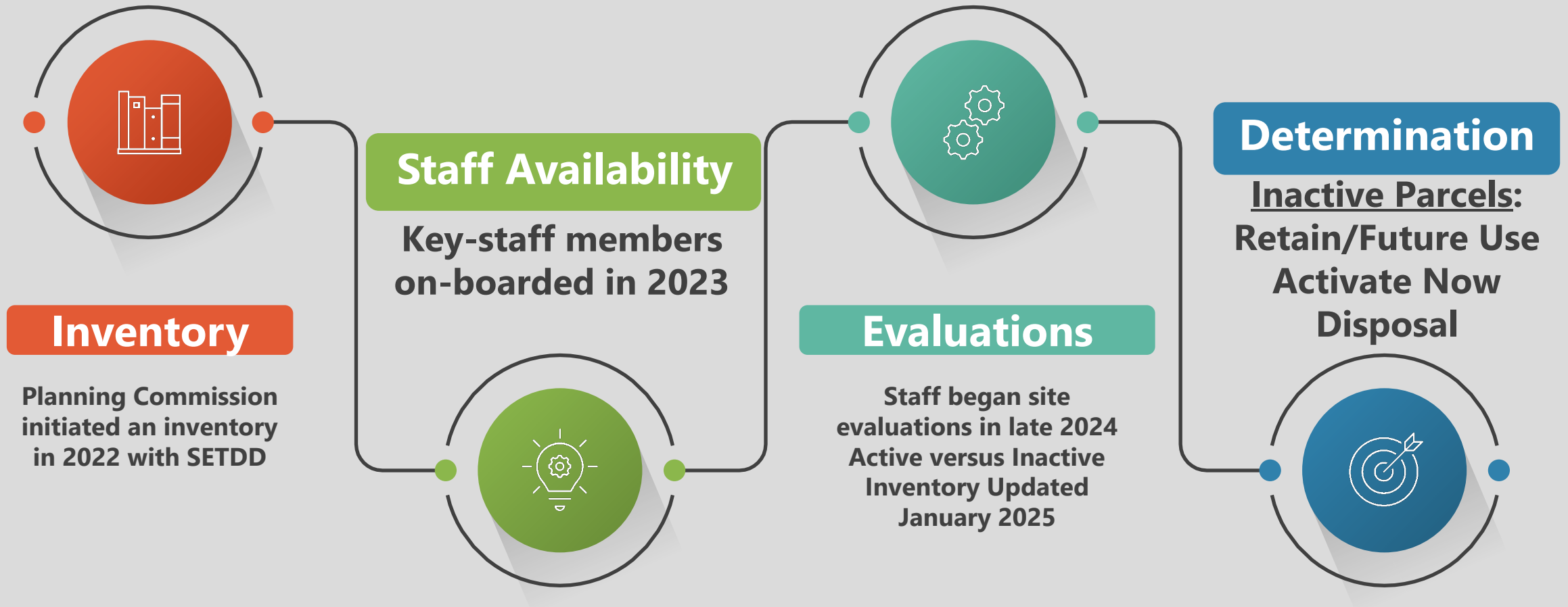
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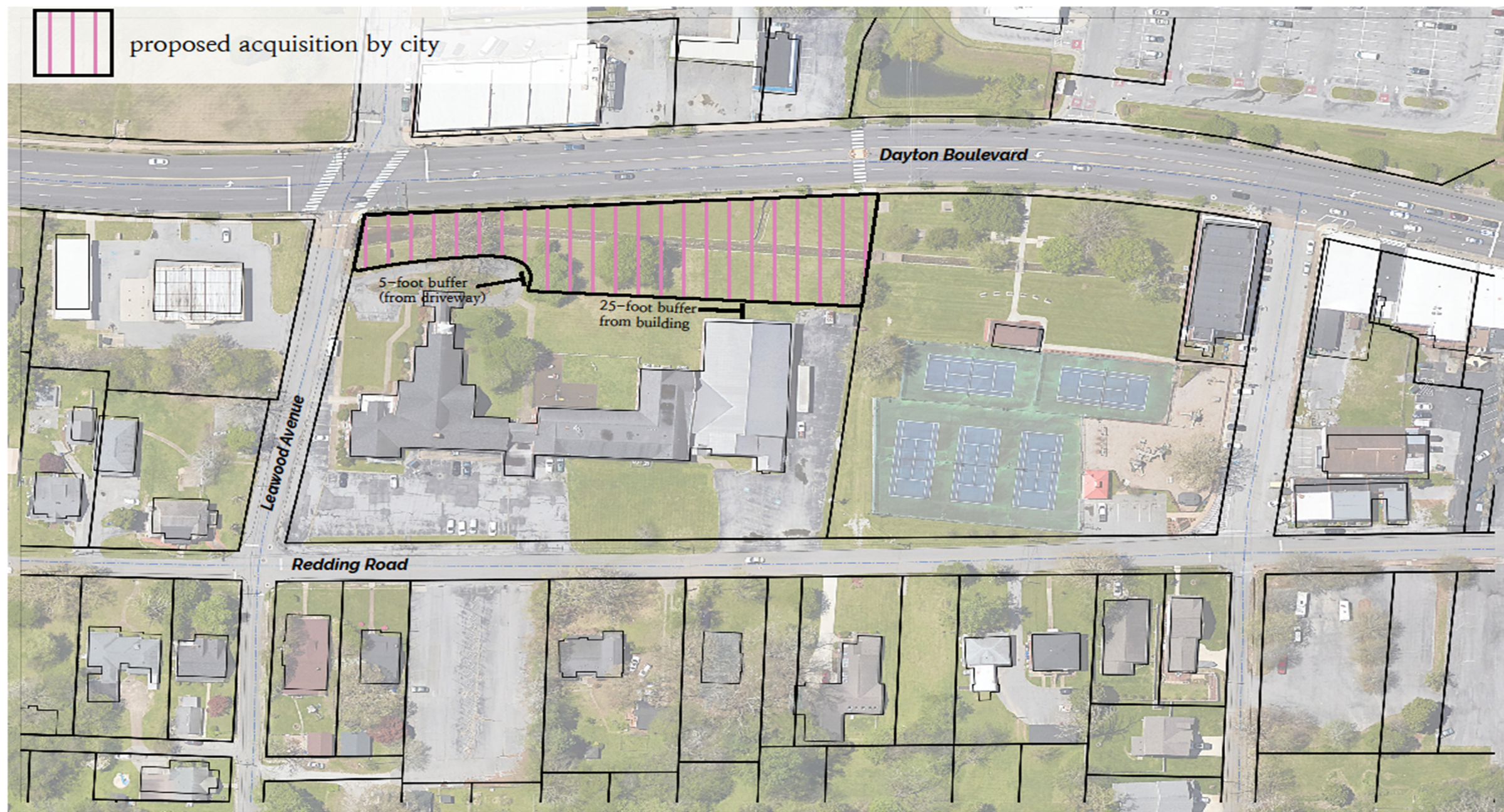
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Volkert, Inc.
1428 Chestnut St, Suite 118
Chattanooga, TN 37402
423.648.7129
www.volkert.com



July 11, 2025

Greg Tate
Director of Public Works
3105 Dayton Blvd
Red Bank, TN 37415

**Re: Pine Breeze Road Culvert Exploration
Survey & Geotechnical Scope of Services**

Dear Greg:

Pursuant to the On Call Service Agreement entered by and between Volkert, Inc. and the City of Red Bank dated January 25th, 2024, Volkert, Inc. appreciates the opportunity to submit this scope of work and fee estimate for the Pine Breeze Road culvert survey and geotechnical evaluation and stabilization alternatives for the City of Red Bank, Tennessee.

PROJECT INFORMATION

Project information was provided to us by the City of Red Bank in the form multiple phone and email conversations, as well as multiple site visits by Volkert.

Pine Breeze Road, located within Red Bank City limits, has an existing 24-inch RCP stormwater drain that runs perpendicular under the roadway. This drain conveys stormwater runoff from the Hill Pointe neighborhood located at the top of Stringer's Ridge, under Pine Breeze Road, and out into the drainage area at the toe of the ridge slope. The roadway shoulder slope has begun to move, which has pushed the headwall of the stormwater pipe away from the roadway.

The proposed project will provide for the survey of the project area and geotechnical evaluation with recommended stabilization alternatives for the roadway slope, within the vicinity of the culvert. The information gathered from this exploration effort will assist Volkert in defining the scope of work necessary to design the embankment stabilization and roadway repair plans, limited to the failure area at the culvert location. The proposal for the design efforts will be submitted to the City of Red Bank at a later date as a separate scope once the exploration has been completed and the recommended stabilization alternatives have been discussed with the City.

SCOPE OF SERVICES

Based on our review of the available project information, our proposed scope of services is outlined in the following section.

Survey

- Volkert will perform full location/topographic road corridor survey.
- Survey topography of existing roadway centerline, edge of pavement, fences, walls, pipe inverts, culvert headwall, property/right-of-way, storm drainage, slopes, underground and above-ground utilities, cracks or sloughing, bulge at toe of slope, etc.
- Location of existing underground utilities will be a compilation of information based on visual observation, TN 811 utility locates, and other mapping sources, if available.
- Survey will be limited to approximately 300 feet before and 300 feet after apparent failure area.
- Survey data provided will be NAD83 horizontal and NAVD88 vertical datum.
- Survey deliverables will be an OpenRoads Designer version 2023 file with field survey and xml 3D surface.

Geotechnical Evaluation & Stabilization Alternatives

- We will partner with S&ME for the geotechnical services. S&ME's full scope is attached.
- Volkert will provide project management for the geotechnical services. Volkert is solely responsible for all costs and fees of subcontractor S&ME.

Project & File Management

- Volkert will maintain frequent communication and coordination with the City's Project Manager and other team members by phone and email as appropriate.
- Coordination meetings with team members and the City will be provided as needed during the active work.
- Review project invoicing.
- Analysis and monitoring of scope, schedule, and budget.
- Volkert will maintain electronic files of all necessary and proper files. Upon completion of the project, these files will be given to the City of Red Bank for their use/verification purposes.
- Public utility location coordination through Volkert subcontractor S&ME.

EXCLUDED SERVICES

Unless the scope of work outlined in this proposal is modified in writing, the following items are specifically excluded from our scope of services:

- Full Subsurface Utility Engineering (SUE) Designation or Location.
- Environmental or Ecological Services.
- Permitting Services.
- Right-Of-Way Services.
- Any other service not specifically addressed by this proposal.

PROJECT FEE

The fee to develop the Survey and manage the Geotechnical services will be calculated according to the hourly compensation rates of the attached Volkert chart with the total amount therefore not to exceed **\$26,435.00**. This is a not-to-exceed fee and will be invoiced on a monthly basis as work is completed. Volkert's monthly invoice will include all subcontractor's fees as one invoice. The breakdown is as follows:

- Volkert's estimated fee for survey will be \$5,095.00.
- S&ME's fee for geotechnical services will be in the not-to-exceed amount of \$15,700.00, will be paid by Volkert and is included in the not-to-exceed sum above referenced.
- Volkert's estimated fee for project management will be \$5,640.00.
- Owner shall be entitled to any savings resulting from S&ME's actual not-to-exceed fees.

CLOSING REMARKS

Volkert, Inc. appreciates the opportunity to submit this scope of services to you. Should you have any questions or if we may be of additional services, please do not hesitate to contact us at your convenience. We look forward to working with you on this very important project for the City of Red Bank.

Sincerely,

Volkert, Inc.



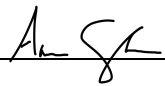
Kenneth S. Holloway, PE
Project Manager

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: _____ City of Red Bank _____

CONSULTANT: _____ Volkert, Inc. _____

BY: _____

BY: _____  _____

PRINT NAME: _____

PRINT NAME: _____ Aaron Cagle, PE _____

TITLE: _____

TITLE: _____ Vice President _____

DATE SIGNED: _____

DATE SIGNED: _____ 7/11/2025 _____

DESCRIPTION: Pine Breeze Road Culvert Failure Exploration
CLIENT: City of Red Bank
DATE: March 26, 2025



ITEM DESCRIPTION	APPROX. NO. OF DAYS (IF APPLICABLE)	PERSON HOURS BY CLASSIFICATION									TOTAL HOURS PER TASK	TOTAL DOLLARS PER TASK
		10	9	8	6	5	4	3	2	1		
		Principal	Project Manager	Sr Proj Engineer	PLS/RLS	Engineer	Design Technician	Const Inspector	Admin			
Proposed Services												
											0	\$ -
Survey	10		1		20	4	4				29	\$ 5,095
Meetings	4	4	8								12	\$ 2,700
Site Visits	4		8								8	\$ 1,720
Project Invoicing			4						4		8	\$ 1,220
											0	\$ -
		Totals Per Activity									57	\$ 10,735
											0	\$ -
											0	\$ -
											0	\$ -
											0	\$ -
												\$ -
												\$ -
		Totals Per Activity									0	\$ -
TOTALS:		4	21	0	20	4	4	0	4	0	57	\$ 10,735
RATE PER HOUR:		\$ 245.00	\$ 215.00	\$ 205.00	\$ 190.00	\$ 150.00	\$ 120.00	\$ 96.00	\$ 90.00			
DIRECT RATE COSTS:		\$ 980	\$ 4,515	\$ -	\$ 3,800	\$ 600	\$ 480	\$ -	\$ 360	\$ -		\$ 10,735
TOTAL DIRECT COSTS:												\$ 10,735
DIRECT EXPENSES		Qty		Units		Cost/Unit						
ITEM												\$ -
								=				\$ -
TOTAL DIRECT EXPENSES:												\$ -
		TOTAL HOURS										57
		DIRECT RATE COSTS:										\$ 10,735
												\$ -
		LUMP SUM										\$ 10,735
TOTALOF DIRECT SALARY + OH + FIXED FEE + DIRECT EXPENSES												\$ 10,735



May 14, 2025

Volkert, Inc.
1428 Chestnut Street, Suite C
Chattanooga, Tennessee 37402

Attention: Mr. Scott Holloway

Reference: **Proposal for Limited Geotechnical Exploration
Hamilton Avenue Slope**
Hamilton Avenue | Red Bank, Hamilton County, Tennessee 37405
S&ME Proposal No. 25810042

Dear Mr. Holloway,

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal for the referenced project. The purpose of our services will be to explore subsurface conditions at the site, evaluate those conditions, perform a slope stability analysis, and provide recommendations for slope stabilization. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule and presents the associated compensation for our services.

◆ Project Information

Initial project information was provided by Mr. Scott Holloway of Volkert, Inc. during a site meeting with Mr. David Grass, PE of S&ME on January 31, 2025. Based on the provided information, we understand the headwall of a culvert running under Hamilton Avenue in Red Bank, Hamilton County, Tennessee is rotating. The culvert is located approximately 350 feet north of the intersection of Hamilton Avenue and Ramona Avenue.

Hamilton Avenue is a two-lane road that climbs northwards uphill along the eastern slope of Stringers Ridge. The vicinity of this site is heavily wooded. A retaining wall, approximately 5 foot in height, is present along the western edge of the pavement for about 1,000 linear feet, behind which the slope climbs uphill westward at an inclination of about 2H:1V (horizontal to vertical). A drainage feature collects rainwater runoff into the upstream culvert inlet behind this wall. The culvert crosses beneath Hamilton Avenue at an approximate right angle and daylight through a stone and mortar headwall to the east, where it follows the slope downhill at an approximate 1H:1V inclination for about 20 vertical feet, after which the slope generally flattens. It appears that this headwall has failed, exhibiting downhill movement and some rotation. The inlet of the culvert is mostly clogged. However, some water was observed exiting the culvert during our site visit, which occurred during a period of heavy rainfall. Additionally, extensive cracking was noted in the asphalt pavement running along the northbound lane.

We have been requested to provide this proposal to perform a limited geotechnical exploration of the vicinity of the culvert. The project information and assumptions detailed in this proposal should be reviewed and confirmed by the appropriate team members. Modifications to our proposed scope of services may be required if the actual conditions vary from the project information and assumptions described herein.

Proposal for Limited Geotechnical Exploration

Hamilton Avenue Slope

Red Bank, Hamilton County, Tennessee

S&ME Proposal No. 25810042



◆ Scope of Services

Field Services

- **Public Utility Location Coordination**

We will proceed with our services upon receiving written authorization. Upon your authorization, we will contact Tennessee 811 who will facilitate the location of their member utilities in the project area; location of other utilities will be the responsibility of the client. We request personnel with knowledge of site utilities be present during our boring location layout to help identify potential and/or known conflicts. We will move our borings to help avoid potential and/or known conflicts. We are not responsible for damage or loss of service to any utilities which have not been marked for us or which are mis-located by others. If desired, we can retain the services of a private utility location consultant to check our boring locations for potential underground obstructions, for an additional fee.

- **Traffic Control**

Prior to mobilization, we will subcontract traffic control services to establish our safe work zone. We anticipate closing the northbound lane of Hamilton Avenue with flaggers at both ends. We expect this lane will be closed to traffic for up to 6 hours during normal business hours.

- **Test Location Layout**

A member of our engineering staff will establish the test locations by using a commercial grade, hand-held global positioning system (GPS) device with points established using Google Earth TM. Select locations can be cross referenced by estimating right angles and pacing or measuring distances from existing site features. The ground surface elevation at each test location will be estimated based on the provided topographic information. If more specific location and elevation data are desired, we recommend retaining a professional licensed surveyor to obtain that information.

- **Test Borings**

We will mobilize an all-terrain vehicle (ATV) or truck mounted drill rig to perform two (2) soil test borings in general accordance with ASTM D6151, the *Standard Practice for Using Hollow-Stem Augers for Geotechnical Exploration and Soil Sampling*. We plan to perform one boring on each side of the existing culvert. The borings will be advanced to a depth of about 30 feet or shallower auger refusal, whichever is encountered first.

Four standard penetration resistance tests will be performed in general accordance with ASTM D1586, the *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils* in the upper 10 feet of each boring. The SPT sampling will then be continued at 5-foot intervals thereafter until the proposed termination depth or auger refusal is met. In addition to split-barrel sampling, we will attempt to obtain relatively undisturbed Shelby tube samples from select boring locations and depths for laboratory testing purposes.

Upon completion of the borings, we will observe each borehole for the presence of subsurface water and measure the depth to subsurface water, if present. Following completion of the drilling and water level

Proposal for Limited Geotechnical Exploration

Hamilton Avenue Slope

Red Bank, Hamilton County, Tennessee

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measurements, each hole will be backfilled with auger cuttings and a borehole closure device will be installed in the upper few feet. Therefore, subsequent water level measurements will not be attempted. The pavement will be repaired at each test location with cold-patch asphalt.

- **Borehole Closure**

The work described in this section will involve the drilling or boring of test holes on the property being explored. Open boreholes on any site expose the property owner and other parties to a multitude of liability risks. These include physical risk of injury or damage to the owner or third parties on the property of the owner. Additionally, other real property may be at risk due to the presence of the boreholes. While no method of closing a borehole is totally foolproof, we have found the use of borehole closure appliances will improve the stability of the surface in the vicinity of completed boreholes. Unless otherwise directed, we will close the boreholes made in this study using this standard protocol. If grouting of boreholes is desired, we can close the boreholes using that method for an additional fee.

Laboratory Testing Services

The obtained soil samples will be returned to our laboratory and visually classified by a member of our engineering staff in general accordance with ASTM D2488, the *Standard Practice for Description and Identification (Visual-Manual Procedure)*. To aid in our classification and analyses, we plan to perform up to 10 moisture contents tests (ASTM D2216), two (2) Atterberg Limits tests (ASTM D4318), and one (1) consolidated undrained triaxial test (ASTM D4767) on select samples.

Report

Upon completion of our field and laboratory testing, we will issue a geotechnical report to Volkert and the City of Red Bank. The report will be prepared by members of our engineering staff under the direction of an S&ME engineer licensed in Tennessee. Our report will include:

- A summary of the project and provided information;
- A summary of current site conditions, topography, and area geology;
- A summary of the field exploration methods;
- A summary of the subsurface conditions encountered in the test borings;
- A summary of the laboratory test methods and results;
- A summary of our slope stability analysis results;
- Recommended alternatives for slope stability remediation and headwall re-construction; and,
- An Appendix with Site Location Plan, Boring Location Plan, individual boring logs for each test boring, slope stability analysis results, and laboratory test results.

◆ Excluded Services

Without attempting to be a list of all services or potential services that will be excluded, the following services are specifically excluded from this proposal. If any of the excluded services are desired or required, please contact us so we can modify this proposal or prepare a proposal for additional services.

- Surveying of boring locations and elevations.

Proposal for Limited Geotechnical Exploration

Hamilton Avenue Slope

Red Bank, Hamilton County, Tennessee

S&ME Proposal No. 25810042



- Private utility location services.
- Site shear wave testing.
- Infiltration and seasonal high water table evaluation.
- Environmental assessment services, including special handling/drumming of soil cuttings or groundwater and analytical testing of soil and groundwater.
- Re-landscaping or otherwise restoring the site to its original condition.
- Retaining wall or culvert headwall design services.
- Preparation or review of plans, specifications, submittals or other construction documents.
- Construction Phase Services including the monitoring of construction, testing of construction materials and Special Inspections.

◆ Limitations

The following limitations apply to our scope of services:

- We assume others will provide right-of-entry to access the property. We anticipate our fieldwork can be completed during normal business hours (i.e. 7AM to 5PM, Monday through Friday). If we are required to perform our field services during non-business hours (i.e nights or weekends), both our schedule and compensation could be affected.
- The generalized subsurface information obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and will be developed by interpretations of the two soil test borings. Therefore, actual subsurface conditions may vary between or near the test locations.
- Soil test borings have limitations with assessing debris in existing fills (if present) and test pits may be needed to further evaluate the subsurface conditions at this site.

◆ Client Responsibilities

The Scope of Services, fees, and project schedule presented herein are contingent upon the client providing the following:

- Written authorization to proceed with our services.
- Access to the site.
- Topographic surveys of existing conditions to aid in our analysis.
- Personnel familiar with existing utility locations (if applicable) to meet with our personnel.
- Information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to field tests or boring locations.

◆ Use of Proposal/Report

This proposal is solely intended for the services described in the Scope of Services and may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to the referenced project, Volkert, Inc., and the City of Red Bank. No other use is authorized by S&ME.



◆ Schedule

Based on our current schedule, we plan to complete the geotechnical services outlined herein within about 6 weeks after authorization to proceed. Our field crew can typically mobilize to a project within 2 weeks, and we expect the field work will take one day to complete. Preliminary geotechnical findings, conclusions, and recommendations can normally be given within several days of the completion of the field work, subject to confirmation by laboratory testing and further engineering analysis. We expect laboratory testing and analysis to take about 3 weeks to complete. Our overall project schedule is subject to delay should field work be delayed due to inclement weather, access to the site, or other factors out of our control.

◆ Compensation

We propose to complete the geotechnical exploration scope described above for fees not to exceed **\$15,700**.

If we encounter conditions that indicate additional services would be in the best interest of the project, we will contact the client with our recommendations prior to proceeding with any services beyond the scope of this proposal. We will not exceed this proposal amount without written authorization.

◆ Closure

We appreciate the opportunity to submit this proposal and look forward to being of service on this project. Please contact us with any questions or comments.

Sincerely,
S&ME, Inc.

A handwritten signature in blue ink, appearing to read 'Pendleton Sibley'.

Pendleton Sibley, EIT
Staff Professional

psibley@smeinc.com

A handwritten signature in blue ink, appearing to read 'David Grass'.

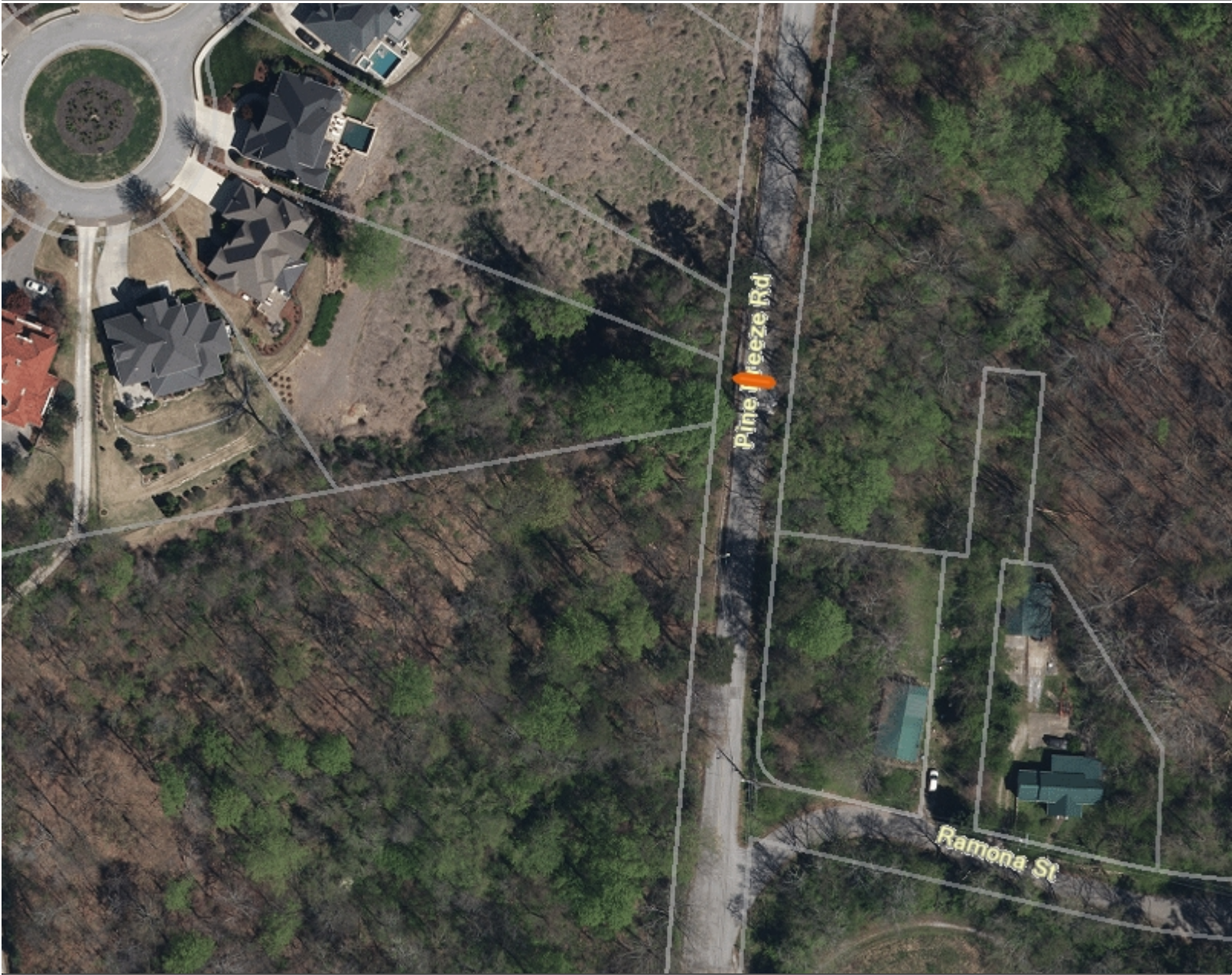
David Grass, PE
Project Engineer

dgrass@smeinc.com

Senior reviewed by David Swoap, PE (NC) | Technical Principal and Christopher Brown, PG PMP | Office Principal



GISMO 5



Legend

 Parcels

0 100.00 200.0Feet

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Red Bank #119464	Lee-Smith
Contact:	Greg Tate	Andy Ashford
Address:	3105 Dayton Blvd	2600 8th Ave
City/State/Zip:	Red Bank, TN. 37415	Chattanooga, TN 37407
Phone:	423-877-1103	423-622-4161
Email:	gtate@redbanktn.gov	aashford@lee-smith.com

Proposal Number	28936
Date	7/21/2025
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis		
New 2026 International HV507 4x2 Chassis		\$ 149,224.00
Base Chassis List	\$ 122,474.00	
Options List	\$ 26,750.00	
Sourcewell Contract Discount	30.1%	\$ (44,979.13)
Volume Incentive		\$ -
Material Price Increases		\$ 1,500.00
Net Sourcewell Chassis Price		\$ 105,744.87
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Rogers dump body -snow plow--v box spreader		\$ 79,500.00
		\$ -
Handling Fee	5.00%	\$ 3,975.00
Additional Post Build Work		
PDI-DOT-Safety equip-flaps-misc items		\$ 3,425.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 171.25
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
(2) DRIVERS AND FUEL PICKUP NASHVILLE DELIVER TO CITY OF RED		\$ 1,800.00
FREIGHT FOR SHIPPING TAILGATE TO CITY OF RED BANK		\$ 975.00
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
STEEL TARIFF CHARGE		\$ 4,200.00
FUEL SURCHARGE DRIVEAWAY COMPANY		\$ 175.00
		\$ -
Final Sourcewell Per Vehicle Price FOB Nashville TN		\$ 199,966.12
Final Sourcewell Total Vehicle(s) Price		\$ 199,966.12
<i>Additional Sourcewell Qualified Content</i>		
<i>Silver Package Award</i>		
		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firm up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

City of Red Bank
3105 Dayton Blvd.
Red Bank, TN 37415
(615) 877-1100

PURCHASE ORDER

PO #:	5203
Order Date:	07/11/2025
Vendor #:	2143
Date:	07/15/2025

To: Bailey's Heating & Air
1475 Cross St.
Ft. Oglethorpe, GA 30742

Print Date: 07/15/2025

Date Needed:

Terms:

DELIVER ITEMS TO:

SPECIAL INSTRUCTIONS

Attn:

Item	Fund Account Number	Qty	Description	Unit Price	Amount
1	110-41800-266	1.0000	Replacing One Rooftop Package Heat Pump Unit at the Police Dept.	\$11,680.000000	\$11,680.00
Grand Total					\$11,680.00

RECEIVED

There is an otherwise unencumbered balance to the credit of the proper appropriation, allotment or fund to meet the expenditure covered by this purchase.

APPROVED

H. Pappalardo 07.15.25 *Tracy L. Perry* 7/15/25
AUTHORIZED SIGNATURE PURCHASING AGENT

CITY OF RED BANK, TENNESSEE

3105 DAYTON BOULEVARD
RED BANK, TENNESSEE 37415
PHONE (423) 877-1103
FAX (423) 877-1102

Requisition For Supplies

Date issued 7/11/2025
Date wanted ASAP

Req. No. **R - 6593**

Department Public Works
Requisitioner Justin Headrick
Department Head [Signature]

To Be Purchased From:

Bailey's Heating & Air
1475 Cross St.
Ft. Oglethorpe, Ga. 30742
423 413-5312

Suggested Vendors

1. Bailey's Heating & Air - \$11,680
2. Bean Heating & Air - \$17,500
3. Titan Heating & Air - NO Bid

Give specific delivery instructions containing name of person designated to receive the item(s), department and street address.

Item Number	Quantity	Unit	Description	Account To Be Charged	Unit Price	Amount
1	1		Replacing one rooftop. package heat pump unit at the Police Department	110-41800 266		
Total						\$ 11,680.00

Competitive Prices: to be filled in by Purchasing

Approved:

H. Pickel 07.15.25
Finance Office
Tracy APerry 7/15/25
Purchasing Agent

RECOFY

Terms and Conditions

This website, www.urbansdk.com (the "**site**"), is owned and operated by Urban SDK, Inc. and our affiliates ("**Urban SDK**", "**we**" or "**us**"). By using the site, services provided on the site, our proprietary software made available to you via the site, or content we make available to you through the services (collectively, "**Services**"), you agree to be bound by the following Terms and Conditions, as updated from time to time (collectively, the "**Terms**").

1. General

GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as "Ordering Document(s)."

2. Services

2.1 General. All services provided by Urban SDK under this Agreement ("Services"), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

2.2 Third-Party Services. As set forth in an Ordering Document, the Services

may include Customer's utilization of certain third-party software and data developed and owned by Urban SDK's third party licensors. This software and data is neither sold nor distributed to Customer, and Customer may use it solely as part of the Services and for no other purpose. Customer may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an Ordering Document, Urban SDK and Urban SDK's third-party software and data licensors are not responsible for providing any support in connection with the Services or the third-party software. Customer's use of any such third-party software and data is governed by the third-party software or data licensor's terms as may be referenced and incorporated into an applicable Ordering Document. Customer covenants to comply with the terms of such third-party licensor's terms as if Customer were the licensee.

2.3 Change Orders. If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Urban SDK shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; (c) the likely effect of the change on the Services; and (d) any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate in good faith the terms of such change (if and when mutually agreed in writing, a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

3. Software Services

3.1 Software Services. Urban SDK will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer ("End Users") with access to the software products and related services provided by Urban SDK via a web browser (or mobile application) and identified on the applicable Ordering Document ("Software Services"). During the Term and subject to Customer's compliance with this Agreement, Urban SDK grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow End Users to remotely access the Software Services for Customer's internal business purposes in accordance with the terms of this

Agreement.

3.2 Restrictions. Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and End Users. In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party's Marks, except in Urban SDK's performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

4. Professional Services

4.1 Professional Services. Urban SDK may provide integration, implementation, or other professional services (each to the extent identified as professional services on a Statement of Work, "Professional Services") and Deliverables to Customer as set forth in a Statement of Work. "Deliverables" means all Creations that are delivered to Customer by or on behalf of Urban SDK as a part of the Professional Services, together with any items identified as such in a Statement of Work. "Creations" means any tangible or intangible thing or information, in any language, format or medium now existing or hereafter developed, and all tangible embodiments thereof, whether or not such creation is or may in the future be protected under any intellectual property right or considered Confidential Information, including ideas, creations, inventions, discoveries, innovations, industrial models, improvements, designs, methods, processes, formulae, works of authorship, products, compositions, displays, models, prototypes, samples, findings, documentation, specifications, abstracts, research and development information, know-how, procedural knowledge, industrial property, utility models, data, databases, metadata, industrial designs, mask works, Confidential Information, content, lists, electronic data files, training materials and manuals, user guides, drawings, techniques, computer software (in object, source, interpreted or other code forms), modifications to software or documentation, business information, business plans, technical knowledge, technical information, maintenance information, brochures, labels, papers, records, text, sound recordings, videos, pictures, photographs, audiovisual works, pictorial reproductions, drawings, or other graphical representations, and all other items with similar characteristics.

4.2 Acceptance. Any software constituting a Deliverable (each a "Software Deliverable") shall be subject to acceptance by Customer to ensure that it meets

the specifications of this Agreement and the applicable Statement of Work. If Customer does not reject any final Software Deliverable within 10 days of delivery, such Software Deliverable shall be deemed accepted. If any final Software Deliverable does not materially meet the applicable specifications, Customer shall notify Urban SDK of such nonconformities in reasonable detail, and Urban SDK will, at no additional cost, use commercially reasonable efforts to promptly correct such Software Deliverable so that it conforms to the applicable specifications. If within 30 days of such Customer notification, any final Software Deliverable still does not meet the specifications, Customer may at any time thereafter, as its sole remedy, terminate the applicable Statement of Work, return the Software Deliverable and all copies thereof to Urban SDK, and receive a refund of any fees or expenses paid in connection with such Software Deliverable.

4.3 Urban SDK Personnel. Urban SDK shall appoint an Urban SDK employee to serve as a primary contact with respect to any Professional Services (the “Urban SDK Contract Manager”). Urban SDK shall also appoint Urban SDK Personnel, who shall be suitably skilled, experienced, and qualified to perform the Professional Services. Additionally, Urban SDK may subcontract parts of the Professional Services to affiliated companies or third parties, provided that Urban SDK shall remain responsible for the performance of the Professional Services. In the event that any Urban SDK’s Personnel does not perform to Customer’s reasonable satisfaction, Urban SDK shall remove such Urban SDK’s Personnel and replace him or her with a similarly qualified Urban SDK Personnel. Urban SDK is responsible for all Urban SDK Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers’ compensation insurance payments, disability benefits, pensions, retirement benefits, insurance, and other benefits.

4.4 License and Consents. Urban SDK shall maintain all necessary licenses and consents and comply with all laws applicable to the provision of the Professional Services.

4.5 Tools, Labor, Materials and Supplies. Unless otherwise provided in a Statement of Work, Urban SDK shall provide, at its expense, all tools, materials, supplies, labor, and equipment necessary to perform the Professional Services.

5. Rights Reserved

Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the “Customer Materials” (as defined in an applicable Statement of Work, if applicable), including all intellectual property rights therein. Urban SDK shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the Professional Services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services, Deliverables, and all Urban SDK service marks, trademarks, trade names, logos, and any modifications to the foregoing (“Marks”) (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Urban SDK. Customer acknowledges that the Software Services in source code form is the Confidential Information of Urban SDK and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Urban SDK. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6. Fees and Payment Terms

6.1 Services Fees. For the Services provided under this Agreement, Customer will pay Urban SDK the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually in advance and payable (i) immediately upon invoice if Customer’s payment

method is on file with Urban SDK, or (ii) if no payment method has been provided to Urban SDK, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. In the event of early termination of this Agreement other than due to Urban SDK’s breach, all amounts outstanding that would have otherwise been due through the end of the then-current Term shall automatically be due and payable by Customer upon termination.

6.2 Fee Changes. After the Initial Term, and at the beginning of each Renewal Term thereafter, Urban SDK may adjust the fees applicable during the upcoming

Renewal Term upon written notice provided at least sixty (60) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. All fees paid and expenses reimbursed under this Agreement will be in United States currency. Urban SDK may increase pricing and fees on an annual basis by the greater of: (a) six percent (6%) per annum, or (b) the percentage by which the then most-recently published Consumer Price Index in the United States for all Urban Consumers (Index base: 1982/1984 = 100; Index Components: All Items) ("CPI") exceeds the CPI as of the Effective Date or, if later, the immediately preceding change in pricing. Additionally, Upon written notice to Customer at least thirty (30) days prior to effectiveness, Urban SDK may increase the amount of the fees in an Ordering Document relating to, if applicable: (a) data storage and/or relational databases if the applicable cloud data provider has increased the prices paid by Urban SDK for such data storage and/or relational databases, and any such increase shall be proportionate to the increase imposed upon Urban SDK by the applicable utility provider; and (b) the cost of third party Services or services (including software and datasets) performed or provided by a third party that comprise all or some part of the Services including any increases to such costs.

6.3 Late Fees. Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Urban SDK, at its option, may suspend the Services, in whole or in part, if Urban SDK does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

6.4 Taxes. The fees and expenses due to Urban SDK as set forth in this Agreement are net amounts to be received by Urban SDK, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on Urban SDK in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Urban SDK'S income.

6.5 Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7. Customer Acknowledgements.

7.1 Customer Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Urban SDK neither represents nor warrants that the Software Services will be accessible through all web browser releases. Customer shall take all steps necessary for Urban SDK to perform the Services effectively, including with respect to (a) providing access to Customer's resources or staff as needed to perform the Services; (b) maintaining, testing, configuring, operating, and upgrading Customer's data, applications, server hardware, operating system, environment, and facilities, as applicable, related to the Services.

7.2 Use of Software Services. Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Urban SDK; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Urban SDK; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi) transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Urban SDK', or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Urban SDK systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Urban SDK customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Urban SDK has no obligation to monitor Customer's use of the Software Services. However, Urban SDK may at any time monitor, review, retain and disclose any

information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3 Compliance with Law. Customer agrees not to use (and will use its best efforts not to allow its End Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Urban SDK immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7.4 Professional Services. With respect to any Professional Services, Customer shall have the following obligations set forth in this Section 7.4.

a. *Customer Contract Manager.* Customer shall cooperate with Urban SDK in all matters relating to the Professional Services and appoint a Customer employee to serve as the primary contact with respect to this Agreement (the "Customer Contract Manager").

b. *Access and Assistance; Customer Materials.* Customer shall provide such access to Customer's premises, facilities, and computer systems and

networks as may reasonably be requested by Urban SDK for the purposes of performing the Professional Services. Customer shall respond promptly to any Urban SDK request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Urban SDK to perform the Professional Services. Customer shall provide such Customer Materials as set forth in the applicable Statement of Work or as Urban SDK may reasonably request in order to carry out the Professional Services, in a timely manner, and ensure that it is complete and accurate in all material respects.

c. *Delay in Performance.* If Urban SDK's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Urban SDK shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case,

to the extent arising directly or indirectly from such prevention or delay, and Urban SDK's obligation to perform will be extended based on Urban SDK's reasonable ability to reallocate resources to performing and such delay may result in reasonable additional fees to the extent Urban SDK incurs additional costs due to the delay.

8. Non-disclosure and confidentiality.

8.1 Disclosure. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

8.2 Requirement of Confidentiality. The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party,

provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Urban SDK. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is

or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

8.3 Compelled Disclosure. If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

8.4 Customer Data; Data Use. "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or

otherwise received, directly or indirectly from Customer or an End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Urban SDK a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Urban SDK's obligations and the exercise of Urban SDK's rights under this Agreement. Customer warrants to Urban SDK that Customer has the right to provide such Customer Data to Urban SDK in accordance with this Agreement. Additionally, Customer agrees that data derived by Urban SDK from Urban SDK's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Urban SDK for any lawful purpose both during and following the Term. De-identified Data shall not contain any information that identifies or can be reasonably used to identify an individual person or Customer.

9. Limited Warranty; Disclaimers.

Urban SDK represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Urban SDK. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR

THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT URBAN SDK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD-PARTY HARDWARE, SOFTWARE, PRODUCT OR SERVICE INCLUDED WITH ANY OF THE SERVICES.

10. Limitation of Liability

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR

NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Liability Cap. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Urban SDK PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 11 (Indemnification).

12. TERM AND TERMINATION.

12.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document (“Initial Term”), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in accordance with their terms), the Initial Term shall be of one (1) year at the agreed upon discounted price with renewals negotiated from year to year by the customer at the customers discretion, unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

12.2 Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

- a. By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to such other party including the failure to pay any fees due to Urban SDK; or
- b. By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor’s moratorium or similar laws.

12.3 Termination of Statement of Work. Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice thereof is delivered to the other party.

12.4 Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Urban SDK hereunder to Customer will immediately cease. Customer must retrieve all of its data from the Software Services within thirty (30) days of the termination or expiration of this Agreement, at which time Urban SDK reserves the right to delete all data. Except as provided by the Florida Public Records Act.

12.5 Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Urban SDK’s or Customer’s treatment of Confidential

Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Urban SDK's liability, or any other terms which by their nature should survive, which provisions will survive such termination.

13. GENERAL

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule. Jurisdiction and venue for purposes of any litigation in connection with this Agreement will be in the relevant federal or state court located in Hamilton County, Tennessee.

13.2 Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

13.3 Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 13.3.

13.4 Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.5 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

13.6 Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13.7 Attorneys’ Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and court costs from the non-prevailing party.

13.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

13.9 Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.10 Force Majeure. Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

13.11 Equitable Relief. Each party acknowledges that a breach by a party of Section 3.2 (Restrictions) or Section 8 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.12 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.13 Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

13.14 Publicity. While this Agreement is in effect, Customer grants Urban SDK the right to use Customer's logo and name on Urban SDK's website and promotional materials. Customer shall have the right to require Urban SDK to terminate any such uses at any time by written notice to Urban SDK.

13.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed

copy of this Agreement

Support Services Schedule

Support Service Responsibilities

Urban SDK shall provide support services (collectively, “Support Services”) for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Urban SDK shall not assess any additional fees, costs or charges for such Support Services.

Urban SDK shall use commercially reasonable efforts to:

1. correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement (“Service Errors”) in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;
2. provide unlimited telephone support during the hours of 8 a.m. to 6 p.m. Eastern Time on business days;
3. provide unlimited online ticket support outside business hours and on weekends;
4. Provide online access to technical support bulletins and other user support information and forums, to the full extent Urban SDK makes such resources available to its other customers; and
5. Respond to and resolve Support Requests.

Service Monitoring and Management

Urban SDK shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Urban SDK shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

1. all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Urban SDK provides at no additional charge to its other similarly situated customers; and
2. all such services and repairs as are required to maintain the Software

Services or are ancillary, necessary or otherwise related to Customer's or its End Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Requests

Customer shall submit its requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a "Support Request"). Customer shall notify Urban SDK of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification

Description:

Any Service Error Comprising or Causing any of the Following Events or Effects

Critical Service Error

- Issue affecting entire system or single critical production function;
- System down or operating in materially degraded state; or ●
Widespread access interruptions.

High Service Error

- Primary component failure that materially impairs its performance; or
- Data entry or access is materially impaired on a limited basis.

Medium Service Error

- Software Services are operating with minor issues that can be addressed with a work around.

Low Service Error

- Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

Escalation

With respect to any Critical Service Error Support Request, until such Support Request is resolved, Urban SDK shall escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Urban SDK support personnel.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Urban SDK does or is required to perform any Software Services, Urban SDK shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Urban SDK's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Urban SDK's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein. **Termination Rights**

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Urban SDK with no liability, obligation or penalty to Customer by reason of such termination.

Changelog

- Revision published September 9, 2022

City of Red Bank, Tennessee - Urban SDK License

City of Red Bank, Tennessee

3105 Dayton Blvd, Red Bank, TN 37415, USA
Red Bank, TN 37415
United States

Quote created: May 19, 2025

Quote expires: August 31, 2025

Quote created by: Caleb Newman

Account Executive

caleb.newman@urbansdk.com

+19046707121

Martin Granum

mgranum@redbanktn.gov
423-877-1103

Dan Seymour

dseymour@redbanktn.gov
423-877-0167

Greg Tate

gtate@redbanktn.gov
423-877-1103

Comments from Caleb Newman

Urban SDK will provide **The City of Red Bank, TN** with comprehensive **Speed + Collision & Volume data** for every roadway. This includes:

1. **Speed + Collision Data:** A 12-month data backfill starting from the month before the contract signing, with ongoing monthly reports.
2. **Volume Data:** Refreshed annually to reflect updated traffic conditions.
3. **Historical Data:** Any historical data supplied by **The City of Red Bank, TN** will be uploaded into the platform, ensuring continuity and a robust dataset for analysis.

Products & Services

Item & Description	Quantity	Unit Price	Total
Insights Plan Base plan for Urban SDK with 13 Months of Historical Data Archive. License includes: - Insights Analytics & Reporting - Workspace Data Storage - Studio Map Builder - Dashboard Builder - Public Portfolio to Share Dashboards and Maps Monthly Traffic Conditions Data for Functional Road Classes 1-5 - Average Speed - 85% Speed - 95% Speed	1	\$23,250.00 / year	\$23,250.00 / year for 1 year
Traffic Volumes - AADT Range Estimates Functional Road Classes 1-5 - Updated Annually - 1 Year Data Archive	1	\$1,095.00 / year	\$1,095.00 / year for 1 year
Urban SDK User Seat Urban SDK Administrative Access	5	\$1,250.00	\$6,250.00
Collision Index Layer Urban SDK's Collision Index represents the relative likelihood and severity of collisions occurring on a given road segment.	1	\$0.00 / year	\$0.00 / year for 1 year
Customer Support - Live Chat & Email Support - Knowledge Base How To Articles and Videos - Online Training Webinars	1	\$0.00 / year	\$0.00 / year for 1 year

Annual subtotal	\$24,345.00
One-time subtotal	\$6,250.00
5 User Seats	(\$6,250.00)
End of August Discount- Finance Approved (\$9,520.00)	
Total	\$14,825.00

Terms and Conditions

Our agreement is effective as of the Effective Date set forth below, is entered into by and between the Buyer identified as Customer below ("Customer") and Urban SDK, Inc., a Delaware corporation, with its principal place of business located at 10151 Deerwood Park Boulevard, Building 400 Ste 500 Jacksonville, Florida 32256 ("Urban SDK"). The parties acknowledge and agree that they have read and understand this Agreement and, upon execution, are legally bound by it.

This Agreement includes this "Signature" or any other ordering document referencing this Agreement, the Terms and Conditions available at [Terms and Conditions](#), all statements of work entered into in connection with this Agreement ("Statement(s) of Work").

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
ANDREW JOHNSON TOWER, 5TH FLOOR
710 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

BILL LEE
GOVERNOR

Dr. John R. Dunn
INTERIM COMMISSIONER

Notice of Award

July 16, 2025

Dear Applicant:

Thank you for your application in response to Request for Application (RFA) #34347-54226 Project Diabetes Category A. The state has completed the evaluation of all applications, and the subject procurement records are open for public inspection. Final grants will be contingent upon the State's final approved budget, needed revisions to work plans, and measurement tools that will be incorporated for uniformly evaluating project outcomes throughout the State.

Please see the attached list of applications that have been determined as the best evaluated for grant awards.

We appreciate the interest and effort that you have provided in responding to the Project Diabetes initiative, and sincerely regret that funds were not available for still more worthwhile projects. We will continue to explore other possibilities for funding and will look forward to your continued efforts to support public health in Tennessee.

Sincerely,

Dr. John R. Dunn
Digitally signed by Dr.
John R. Dunn
Date: 2025.07.16
12:40:17 -05'00'

Dr. John R. Dunn
Interim Commissioner

RFA #34347-54226 Project Diabetes Category A Awards

Appalachian Resource Conservation & Development Council
CENTER FOR TRANSFORMING COMMUNITIES INC
Chattanooga Food Center
City of Chattanooga
City of Ducktown
City of Jefferson City, Tennessee
City of Lewisburg
City of Red Bank
Downtown Memphis Commission
Grow Oak Ridge
Inspiritus Middle Tennessee Empowerment Services
Knowledge Quest
Little Chefs, Big Change
Metropolitan Government of Nashville and Davidson County dba Nashville Farmers' Market
Mountain Goat Trail Alliance
Nashville Food Project
Nourish Knoxville Inc
Overton Park Shell
Southern Off-Road Bicycle Association (SORBA) Tri-Cities
THE STORE

FW: TAWC Grant

From Brent Sylar <bsylar@redbanktn.gov>
Date Mon 7/28/2025 10:33 AM
To Tracey Perry <tperry@redbanktn.gov>

This is the only document I have and is the only document on the web.

Respectfully,



Brent Sylar
Fire Chief
City of Red Bank
3105 Dayton Blvd.
Red Bank, TN 37415
Office: 423.269.7939
Fax: 423.870.9975
Cell: 423.443.8468
www.redbanktn.gov



From: TAW Inquiries <TAW.Inquiries@amwater.com>
Sent: Wednesday, July 23, 2025 3:01 PM
To: TAW Inquiries <TAW.Inquiries@amwater.com>
Cc: Daphne Kirksey <Daphne.Kirksey@amwater.com>
Subject: 2025 Firefighter Grant applications open

We are writing to inform you that Tennessee American Water 2025 Firefighting Support Grant Program is currently open for applications.

The Firefighting Support Grants program provides financial assistance to uniformed, professional and volunteer fire departments in Tennessee American Water's service territories.

Grant applications are available at <https://www.amwater.com/tnaw/News-Community/firefighter-grant-program>. Additional information about eligibility and what projects qualify for funding is also available here. Applications must be submitted online by **Monday, August 17, 2025**, and recipients will be notified in September.

Grants of up to \$1000 will be awarded to eligible applicants, to cover costs for equipment or training. Grants may be used for personal protective equipment, communications gear, first aid equipment, firefighting tools, vehicle maintenance and other materials to support volunteer

firefighter and emergency responder operations. Reimbursement for specific training courses, including the cost of training manuals, student workbooks, and instructors is also eligible.

Please do not hesitate to reach out with any questions to this email address. Feel free to forward this information to the others in your department and please let us know if we should update our records with additional contacts.

Sincerely,

Tennessee American Water

www.tennesseeamwater.com



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of American Water Works Company Inc. or its affiliates. The recipient should check this email and any attachments for the presence of viruses. American Water accepts no liability for any damage caused by any virus transmitted by this email. American Water Works Company Inc., 1 Water St. Camden, NJ. 08102

www.amwater.com

FIREFIGHTING SUPPORT GRANT PROGRAM

The 2025 Firefighting Support Grant Program is now open. Applications are being accepted until Monday, August 17, 2025.



Tennessee American Water is proud to partner with our local firefighters and emergency responders. Thank you for your hard work, dedication and invaluable service to provide fire protection. To show our appreciation, Tennessee American Water created the Firefighting Support grant program to benefit local fire departments.

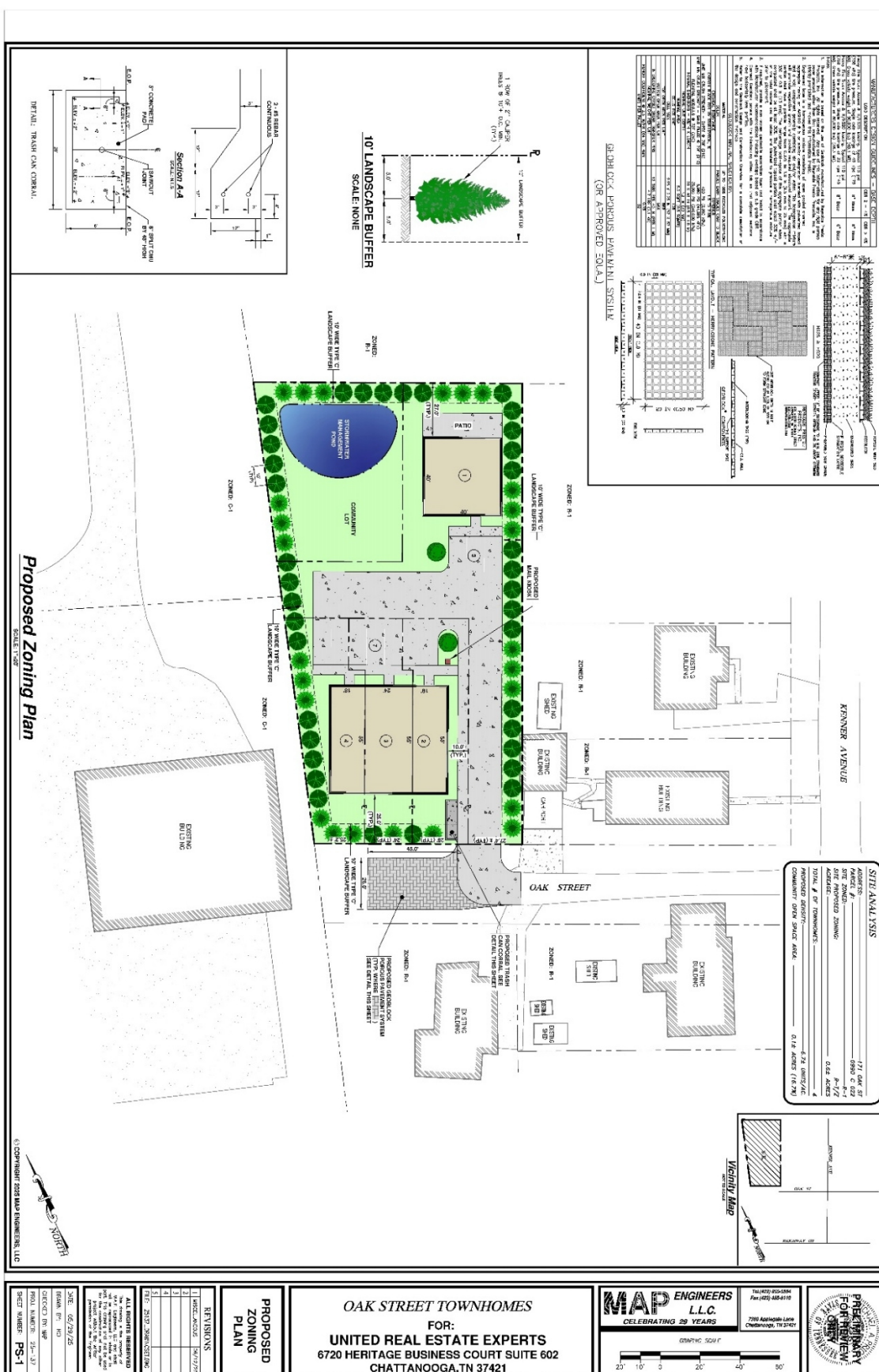
The Firefighting Support Grants provide financial assistance to uniformed, professional and volunteer fire departments serving communities in the company's designated service territories, including sale-for-resale areas (Ft. Oglethorpe, GA; Catoosa County GA; Signal Mountain, TN), and fire departments adjacent or supporting fire departments within Tennessee American Water service territories.

Grant applications should indicate a need for funds to cover costs associated with the following:

- Personal protective gear
- Communications equipment
- Firefighting tools
- Water handling equipment, or
- Training and related activities/materials that will be used to support community fire protection (*Reimbursement for specific fire training classes, including the cost of training manuals and student workbooks, is eligible.*)

Only uniformed, professional and volunteer fire departments serving Tennessee American Water's designated service areas, including sale-for-resale communities, are eligible to receive funding. No grants will be made to individuals.

The maximum grant amount is \$1,000. Fire departments/districts are eligible for one grant per calendar year. Grant funds are limited, so regional or countywide applications are encouraged to maximize the number of fire organizations that would benefit from the grants.



- 202.78 Tourist Home: See "Guest House".
- 202.79 Tower, Communications: Any tower that is designed and constructed primarily for the purpose of supporting any telecommunication antenna, dish or transmitter, including monopole communication towers and lattice communication towers.
- * 202.80 Townhouse: A townhouse is a single-family dwelling unit attached by fireproof common walls to other similar type units, each unit having an open space for light, air, and access in the front and rear. There shall be not less than three (3) nor more than twelve (12) such units connected together.
- 202.81 Used Car Lot: Any parcel of land used for the storage, display, and sale of new and used automobiles and where no repair work is done except the necessary reconditioning of the cars to be displayed and sold on the premises.
- 202.82 Variance: A grant of relief to a person from the requirements of these regulations which permits construction in a manner otherwise prohibited by these regulations where specific enforcement would result in unnecessary hardship.
- 202.83 Yard: An open space on the same lot with a building unoccupied and unobstructed from the ground upward, except by trees, plants, shrubbery, walls, fences, ornaments, utility poles and wires, dog houses, outdoor furniture, swimming pools, accessory buildings, gas pumps, pump islands, signs (where permitted), tanks, and similar things merely accessory to the main building or the permitted use thereof.
- 202.84 Yard, Front: A yard across the full width of the lot, extending from the front line of the building, including porches, to the front line of the lot.
- 202.85 Yard, Side: An open unoccupied space on the same lot with a building between the building and side line of the lot extending through from the front building line to the rear yard or to the rear line of the lot where no rear yard is required.
- 202.86 Yard, Rear: A yard extending across the full width of the lot and measured between the rear line of the lot and the rear line of the main building.
- 202.87 Short Term Rental Unit defined: "Short term rental unit" or "unit" means a residential dwelling that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days and does not include a hotel as defined in T.C.A. Section 68-14-302 or a bed and breakfast establishment or a bed and breakfast homestay as those terms are defined in Section T.C.A. Section 68-15-502.
- 202.87(a) Grandfathered Short Term Rental Unit is defined: A short term rental unit/property that began being held out to the public for use as a short term rental unit within the City of Red Bank, and as to which the owner/manager provides therefor remitted taxes due on renting the unit pursuant to the provisions of Tennessee Code Annotated Section 67-6-501, et seq. for filing periods that cover at least six (6) months within the twelve month period immediately preceding the effective date of this Ordinance, i.e. January 17, 2018, such short term residential unit legally pre-