



City of Ringgold

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Ringgold, Georgia 30736

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Agenda for April 10, 2023
Mayor and Council Meeting
6:00 p.m. - Work Session, City Hall 2nd Floor Meeting Room

The purpose of this Work Session is for the possible discussion and consideration of those items that are to be discussed at the regular scheduled city council meeting that is to follow. The public is welcome.

Council Meeting will immediately follow the 7:00 Public Hearing, 1st Floor Court Room

I. Call to Order

Invocation
Pledge of Allegiance

All matters listed under Consent Agenda are considered to be routine by the City of Ringgold and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired by a member of the council, that item will be removed from the consent agenda and will be considered separately.

II. Consent Agenda

- A. Work Session Minutes, March 27, 2023. (pg 8)
- B. Regular Scheduled Meeting Minutes, March 27, 2023. (pg 9-14)

III. Public Hearing (Following the Public Hearing the Council will consider taking action on the following items)

- A. Battlefield Parkway MOB, LLC is requesting a variance to reduce the side setback from 20 feet to 10 feet on a property line which rests on a shared 30-foot wide driveway. The property is located at Tax Map 22C, Parcel 1-A. (pg 18-25)
- B. Circle K Stores, Inc. (QuikTrip) is requesting a variance for relief from the maximum high rise sign height of 70 feet for signs neighboring I-75 to 110 feet. The property is located at Tax Map 39B, Parcel 30.
THIS ITEM WAS TABLED BY PLANNING AND ZONING. (pg 26-30)
- C. Alice Evitt Bandy is requesting multiple variances including a relief for the required sidewalk, relief for façade requirement and a relief variance for the required 20-foot buffer. The property is located at Tax Map 22C, Parcel 3.
THIS ITEM WAS TABLED BY PLANNING AND ZONING. (pg 31-37)
- D. Rehab Land Group is requesting a variance to reduce the side setback line from 20 feet to 10 feet. The property is located at Tax Map 37C, Parcel 50-3A. (pg 38-42)

IV. Ceremonial Proclamations/Resolutions

- A. None.

V. Invited Guests

- A. None

VI. Citizen Comments

VII. Reports from Committees and Departments

- A. CVB
- B. DDA

VIII. Old Business

A. Increasing Cost of Garbage Cans or Adding Monthly Fee – Clark (pg 43-46)

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IX. New Business

A. CSX Invoice – Vaughn (pg 47)

B. Water Plant Diagnostics Equipment Replacement – Vaughn (pg 48-53)

C. Pickleball/Recreational Complex Funding – Swaney (pg 54-55)

D. Request to Accept Bids – Police CID Vehicle – Vaughn (pg 56-60)

E. Demolition of Building on Tennessee Street – Henderson (pg 61)

F. General Liability and Auto Insurance Policy and Cyber Liability Renewal – Vaughn (pg 62-63)

G. Memorandum of Understanding 2023 Opioid Settlement – Vaughn (pg 64-74)

H. City Manager Update

X. Council Comments to Public

XI. Executive Session - Personnel, Land Acquisition & Potential Litigation

The Council may take action on issues relating to Personnel, Land Acquisition, and/or Potential Litigation following its Executive Session.

XII. Return to Open Session

XIII. Adjournment

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 706-935-3061 promptly to allow the City to make reasonable accommodations for those persons.

HOLD LIST FOR CITY COUNCIL

April 10, 2023

#	Date:	Description:	Action Taken:	Action Needed:	Responsible Party:
1	5-14-12	Sidewalk Master Plan addition	As time permits put in sidewalks and streetlights on Cleburne St. from Tennessee to Maple (like other side of Cleburne).	Install sidewalk and streetlights. Added to Rural Downtown Development Grant.	PW/Vaughn
2	03-06-18 03-12-18 04-19-18 08-15-18 10-30-20 10-20-22 02-13-23	Well Site Development	03-05-18 DW contacted Richard about proceeding to design the well house prior to Jerry Hawthorne's residential development starting. 03-12-18 CC voted to have RMA to design. 04-19-18 DW working on a sign proof. 08-15-2018 sign was installed. 10-30-20 RMA updated cost estimate \$671,000 for development and another \$900,000 to run the water line to connect it to our system. 02-13-23 Task Order approved by council. Engineer in design.	Task Order approved 02/13/23. Engineer in design	RMA/CTI
3	06-22-20 08-31-20 01-21-21 03-08-21	Alabama Hwy Improvement	06-22-20 – Council voted to get two to three designs and projected costs and present to UGA and Lyndhurst Foundation for possible sponsorship. 08-31-20 Contacted UGA and working with them. 01-21-21 the first drafts did not include benches and other amenities. 3-8-21 DW showed a draft and Council had suggested changes. Council wanted additional options.	Get additional designs	Vaughn/UGA Danny Bivens
4	06-22-20 02-16-21 12-13-21 05-09-22 01-19-23	Lights on Sparks ST.	06-22-20 – Council voted to add lights on Sparks St. consisting of ornamental and/or intersections based on revenue being what it was Jan. 2020. 02-16-21 Jama advised revenues are still not back to prior levels. 12-13-21 Council voted to put plaque designations on light poles when installed. Installation proposed for 2022. Also request Mt. Peria Church to provide names for the "Walk of Lights". 05-09-22 Council chose to remain on hold list. 01-19-23 TA Grant Application was not selected.	Placed on hold by M&C. Looking to fund through DOT TA Grant	Finance/Vaughn/Mt. Peria
5	06-22-20 07-27-20 11-20-20 02-01-21 02-16-21	Engineering Review of Meadow Lane, County Rd and Ridge St. Flood Areas	06-22-20 – Council voted to have a stormwater engineering review in flood areas on Meadow Ln, Old County Rd and Ridge St when revenue is back to what it was Jan. 2020. 07-27-20 Council authorized Task Ord. #R20-02 to evaluate storm drainage of the ditch and pipes. 11-20-20 CTI presented report to the M&C. 2-1-21 CTI has	City crews are repairing issues where able.	Council

HOLD LIST FOR CITY COUNCIL

April 10, 2023

#	Date:	Description:	Action Taken:	Action Needed:	Responsible Party:
			provided the benchmarks for the PW crews to shot grade and replace a few short tile sections and regrade the ditch behind the houses. 02-16-21 Jama advised revenues are still not back to prior levels.		
6	06-22-20	Phase 2 of Citizen's Cemetery	06-22-20 – Council voted to proceed with defining Phase 2 and have staff define and gather costs.	Gather Costs and needs associated	Middlebrooks Vaughn
7	06-22-20 09-01-20	Historical Narrative Tablets	06-22-20 – Council voted to have CVB implement an annual plan to add five historical narrative tablets annually to sidewalk and nature trail system, add nature trail markers, markers highlighting history of buildings and homes, have a documented repository, maintenance and replacement for all existing history tablets. 09-01-20 CVB staff conducting inventory.	Have Tablets and markers made	CVB
8	09-14-20 10-12-20 02-08-20 02-18-21 04-26-21 04-27-21 08-22-22 01-24-23 02-13-23	Golden Mile Trail Phase II	9-14-20 M&C wanted to move forward with applying for grant. Get CTI to provide design proposal. 10-12-20 Council approved the Resolution for pre-application to LWCF stating city agrees to finance 50% of the total project cost. 02-08-21 Grant for \$200,000.00 approved. Next have to complete requirements for National Park Service. 02-18-21 Design has been completed and a set of plans has been submitted for review. 04-26-21 Application is ready to be submitted to DNR for review. 04-27-21 Formal application sent to DNR for review by the National Park Service. 08-22-22 Council approved the acceptance of the Grant in the amount of \$200,000.00 to complete Phase II. MV attended financial session required education. 01-24-23 Bid Opening was held on 1-24-23. Philip Schofield will review bids and give recommendation. 02-13-23 Council voted to approve the recommendation of Philip Schofield and the bid of Hasbun Construction LLC in the amount of \$447,250.22.	Bid Awarded. Notice to proceed 4/10/23.	Hasbun Construction LLC
9	10-12-20 11-09-20 02-18-21	Water Main Replacement Program CTI Evaluation of water system	10-12-20 Dan Wright stated many water mains need to be replaced. He will have Scott Black attend the 10-26-20 meeting and have prices	Get pricing and maps	Vaughn/Scott Black/CTI

HOLD LIST FOR CITY COUNCIL

April 10, 2023

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	04-22-21		attached to the water mains as well as a map. 11-09-20 CTI to look at fire flow, chemical byproducts and aging water main replacement needs. 02-18-21 Work has begun including coordination with Scott Black. 4-22-21 CTI requested Fire Dept Data and water tank plans. DW provided.		
10	11-20-20 02-08-21 02-16-21 03-19-21 04-26-21 06-04-21 06-25-21 03-28-22 09-26-22 10-28-22 12-12-22	ARC Grant Taylor Ridge Water Tank	11-20-20 continue to work on fee simple and easement acquisition, Transmitted GEFA loan documents. 2-1-21 The Duval property has been sold. Working with new owner. Meeting set up next week with Engineer, new owner, Scott and Dan. 02-08-21 Met with Scott and Engineer at the Taylor Ridge Water Tank site. 02-16-21 Engineer has looked at rerouting drive and water main all onto Miller Property. 3-19-21 DW working with property owners to acquire easements and property. 4-26-21 RMA proposal on cost redesign access. Council approved redesign cost. 06-04-21 First draw from GEFA Loan. 3-28-22 Council approved purchasing an easement for the Taylor Ridge Water Tank. 09-26-22 Ready to go out to bid. 10-28-22 Held bid opening for the Taylors Ridge Water Tank. 12-12-22 Council voted to approve the low bids of Southeastern Tank for tank installation and Brown Bros for utility installation.	Pre-construction meeting January 24, 2023	Southeastern Tank Brown Bros. Mark Vaughn
11	01-11-21	Bluffview No Parking	01-11-21 M&C discussed sending a letter to Bluffview S/D to advise about ordinance.	Mayor to draft letter.	Mayor
12	04-26-21 05-10-21 05-24-21 06-11-21 06-14-21 11-19-21 11-22-21 02-14-22 07-25-22 09-26-22	Lights on Alabama Hwy and Boynton Drive	04-26-21 Jake Haynes suggested that lights be added along Alabama Hwy to Boynton Dr., Hwy 41, Robin Road, Lafayette St, intersection for the interstate entrance, Poplar Springs, by College Park. 05-10-21 Mark Vaughn is getting new pricing on wood and fiberglass poles. 05-24-21 Council approved moving forward with 6 of the 7 lights and to have CTI look at light at I-75 and Alabama Hwy to ensure the proper light and liability issues. GDOT has asked that this light be postponed until the project is finished and guard	Purchase material and put to bid. Waiting on data from Geotech Review. Renew contract with North Georgia Electric	CTI

HOLD LIST FOR CITY COUNCIL

April 10, 2023

#	Date:	Description:	Action Taken:	Action Needed:	Responsible Party:
			<p>rails placed. 06-11-21 Installation of lights underway. Permitting and Design underway for I-75 interchange. 06-14-21 Task order has been submitted to CTI for design of the interchange lighting and GA Power and NGEMC has been given the order to install and repair lights at the locations approved. 11-19-21 Photometrics study completed and permit process begun. 11-22-21 Mark has spoken with Philip Schofield, CTI and photometric design has been approved by GDOT at the intersection of all four interstate ramps. Materials need to be sent out to bid. 02-14-22 Geotechnical Report required from GDOT is delayed due to waiting for CW Matthews to move out of area. Once CW Matthews mobilizes the city can pull a permit. Delay approximately 4-5 weeks. 07-25-22 CTI is moving forward with the Geotech review. 09-26-22 Geotechnical crews are doing samples. Hope to have data by next week. CTI will try to renew contract with Georgia Electric they previously had.</p>		

Committees

#	Date:	Name:	Members:	Updates:	Responsible Party:

HOLD LIST FOR CITY COUNCIL

April 10, 2023

#	Date:	Description:	Action Taken:	Action Needed:	Responsible Party:
A	10-14-13 04-14-14 08-15-17 01-22-18 06-21-18 03-25-19 01-09-20 06-19-20	Family Playground	Chair Person Millie Cheek, Vanita Hullender, Bobbie Standerfer, Shay Love, Bill Clark, Sam Shadden, Jill Van Dyke, Jeff Nelson, Dennis Alexander, Terry Crawford and Linda Petty. 4-14-14 – Council approved Mission and Name. 1-22-18 Chair Person Millie Cheek, Madelyn Bandy, Bill Clark, Terry Crawford, Shay Love, Ruby Hardin, Earl Henderson, Shane Hullender, Vanita Hullender, Deborah Postell, Terri Shadden. 03-25-19 Chair Person Millie Cheek, Earl Henderson, Vanita Hullender, Shay Love, Deborah Postell, Teri Shadden, Brian Shadden, Shane Hullender, Terry Crawford, Ruby Hardin, Donna Cockrell, Coleen Williams, Marcia Wright and David Dunn. 06-19-20 Marcia Black resigned. Advisory Committee: Ruby Hardin, Donna Cockrell and Shane Hullender.	Scheduled Meetings: 2/21/19 – 7 pm 3-19-19 – 7 pm 4/18/19 – 7 pm 01/16/20 2/06/20 3/19/20 4/16/20 5/21/20 06/18/20 07/23/20 - Cancelled 08/20/20 - Cancelled 09/17/20 - Cancelled 10/15/20 11/19/20 09/15/22 10/20/22 11/17/22 12/15/22 01/19/23 02/16/23 03/15/23 04/20/23 05/18/23 06/15/23 07/20/23 08/17/23 09/21/23 10/19/23 12/21/23	Millie Cheek
B		Dog Park Committee	Kris Richardson, Valerie Hayes, Debbie Payne, Sara DeBerry, Kelly Bomar, Dave Mayo	7/7/21 03/16/22	Kelly Bomar

A Work Session was held by the Council of Ringgold, Georgia on Monday, March 27, 2023, at 6:00 p.m. at Ringgold City Hall with Mayor Nick Millwood presiding.

Members Present: Mayor, Nick Millwood
Mayor Pro Tem Kelly Bomar
Councilmember Jake Haynes
Councilmember Sara Clark
Councilmember Earl Henderson
Councilmember Rhonda Swaney

Staff In Attendance: Mark Vaughn, City Manager
Nicki Lundeen, City Clerk

Others In Attendance: John Wiggins

Members Absent: None.

Mayor Nick Millwood opened the Work Session at 6:00 p.m.

The following items were discussed during the Work Session:

- Removal of Trees Cut on Property Located at 256 High Street
- Building – Eyesore at Corner of Tennessee Street and Hwy 151
- Memorandum of Understanding Four Points, Inc.
- Cameras at Parking Area by the River Walk
- Body Cam and In-Car Camera
- Approve Appointment of Babs Bell to the DDA
- Remove the Weight of Glass from the Garbage
- Provide Free Can for Recycling

Nick Millwood, Mayor

Kelly Bomar, Mayor Pro Tem

Earl Henderson, Councilmember

Jake Haynes, Councilmember

Sara Clark, Councilmember

Rhonda Swaney, Councilmember

Mark Vaughn, City Manager

Nicki Lundeen, City Clerk

The City Council of the City of Ringgold, Georgia, met for a regular scheduled Council Meeting on Monday, March 27, 2023, at 7:00 p.m. at Ringgold City Hall with Mayor Nick Millwood presiding.

Members Present: Mayor Nick Millwood
Mayor Pro Tem Kelly Bomar
Councilmember Jake Haynes
Councilmember Sara Clark
Councilmember Earl Henderson
Councilmember Rhonda Swaney

Also Present: Mark Vaughn, City Manager
Nicki Lundeen, City Clerk

Members Absent: None

Mayor Millwood opened the meeting. Invocation was offered by City Manager, Mark Vaughn followed by the Pledge of Allegiance.

Consent Agenda:

- A. Approval of Work Session Minutes March 13, 2023
- B. Approval of Public Hearing Minutes, March 13, 2023
- C. Approval of Regular Scheduled Meeting Minutes March 13, 2023

A motion was made by Councilmember Earl Henderson and seconded by Mayor Pro Tem Kelly Bomar to approve the Consent Agenda engross. Vote was unanimous. Motion carried.

Removal of Trees Cut on Property Located at 246 High Street

This item was discussed during the work session. Due to John Wiggins being given incorrect information regarding the guidelines of brush pickup, the decision was made to have the city pick up the large amount of brush (8-9 loads) with the first load being at no cost and each additional load \$150.00 each.

No Action Necessary.

Building – Eyesore at Corner of Tennessee St. and Hwy 151:

Ray Johnson was present to present this item. He stated that he has lived across the street for many years and that building has been there for a long time. He stated it was damaged and in bad shape and was an eyesore. He said this is the first thing people see coming from Chattanooga into Ringgold. He feels it needs to come down and maybe replace it with a Welcome to Ringgold sign. The Mayor stated that the city got possession of the building in December and that it needs to be cleaned out. He said a former tenant decided to store things in there which now need to be removed. The locks have been changed to alleviate that happening again. The Mayor also stated that it has been discussed to remodel and possibly use for storage. Councilmember Sara Clark stated that she appreciated him bringing this to the forefront because the city has many projects that are proposed and some take precedent.

No Action Necessary.

Memorandum of Understanding Four Points, Inc.:

City Manager, Mark Vaughn, stated that this is an annual Memorandum of Understanding Four Points, Inc. which deals with Victim Services Programs as well as Domestic Violence. He asked the council to approve the renewal of this MOU.

A motion was made by Councilmember Sara Clark and seconded by Councilmember Earl Henderson to approve the annual renewal of the 2023 Memorandum of Understanding Four Points, Inc. Vote was unanimous. Motion carried.

Cameras at Parking Area by the River Walk:

Mayor Pro Tem, Kelly Bomar stated that there have been some cars broken into at the parking lot near the river walk as well as at the Five Points area. He stated that City Manager, Mark Vaughn, is looking into placing security cameras and will be gathering some prices.

No Action Necessary.

Body Cam and In-Car Camera:

City Manager, Mark Vaughn, presented to council that the current system being used by the Ringgold Police Department, Digital Ally, is cumbersome and inefficient. They have been looking at a system by Visual Labs, Inc. which uses smart phones for body cams. This system would cost \$21,840.00 per year and equipment/hardware in the amount of \$9,450.00 for a total of \$31,290.00. This includes 14 devices to be used as a body worn camera and 14 devices to be utilized as an in vehicle camera system. There is also a one-time fee of \$1,800.00 for training.

A motion was made by Councilmember Jake Haynes and seconded by Mayor Pro Tem Kelly Bomar to approve the purchase of body cameras and in-car cameras in the amount of \$31,290.00 annually and a one-time training fee of \$1,800.00. Vote was unanimous. Motion carried.

Approve Appointment of Babs Bell to the DDA:

Mayor Pro Tem, Kelly Bomar, stated that there was a vacant position on the DDA that needed to be filled and Babs Bell shared her interest in serving on the board. He stated that DDA has already approved the appointment and asks that the council now approve.

A motion was made by Mayor Pro Tem Kelly Bomar and seconded by Councilmember Rhonda Swaney to approve the appointment of Babs Bell to the DDA. Vote was unanimous. Motion carried.

Remove the Weight of Glass from the Garbage:

Councilmember Earl Henderson stated that the cost to dump garbage at the landfill has doubled. He suggested that a trailer be purchased like the one used for cardboard for the recycling of glass. The cost of a trailer is \$8,000.00 and glass could be sorted by clear and colored for recycling.

A motion was made by Councilmember Earl Henderson and seconded by Mayor Pro Tem Kelly Bomar to approve the purchase of a trailer in the amount of \$8,000.00 to accommodate recycling colored and clear glass. Vote was unanimous. Motion carried.

Provide Free Can for Recycling:

Councilmember Rhonda Swaney brought up to council that she would like the council to approve providing free recycling cans to businesses and residents for 12 weeks to promote recycling. Education regarding recycling is coming soon.

A motion was made by Councilmember Rhonda Swaney and seconded by Councilmember Sara Clark to approve offering recycle cans to businesses and residents for free for 12 weeks to encourage recycling. Vote was unanimous. Motion carried.

City Manager's Update:

Communities in School 5K – Mark stated that the Communities in School 5K run was held a couple weeks ago and went smoothly and had the best turn out yet.

Rabbit Valley Farmers Market – Mark said that the Market will begin on April 29 and there will be live music each week during the market.

Clean Catoosa - LIFT – Mark stated that Clean Catoosa will be happening on April 22. Currently there are 44 scheduled projects that will take over 500 volunteers. He said he appreciates LIFT spearheading this project. He also stated that the mayor will be doing creek cleanup

Dolly Days – On May 13 the Ringgold Downtown Partners will be holding their second annual Dolly Days event. There will be a 5K race, live music, food trucks, a Dolly fashion show, and a Dolly look-alike contest with karaoke.

Strategic Vision Plan Phase 1 and 2 of the Golden Mile Trail – He stated that Phase 2 will begin this week so a portion of the nature trail around the creek will be closed while they place concrete all the way to Emberson. In a couple of weeks Phase 1 will begin, the Strategic Vision Plan project, which will add sidewalks.

Council Comments:

Mayor Pro Tem Kelly Bomar stated that he would like to see City Manager, Mark Vaughn, in the Dolly Parton look alike dress. Councilmember Earl Henderson asked that citizens please recycle. He stated that he wants to get everyone recycling and the city is offering a free can for 12 weeks.

Executive Session:

A motion was made by Mayor Pro Tem Kelly Bomar and seconded by Councilmember Jake Haynes to go into executive session. Vote was unanimous. Motion carried.

Return to Open Session:

A motion was made by Councilmember Earl Henderson and seconded by Mayor Pro Tem Kelly Bomar to return to open session. Vote was unanimous. Motion carried.

Adjournment:

A motion was made by Councilmember Rhonda Swaney and seconded by Mayor Pro Tem Kelly Bomar to adjourn. Vote was unanimous. Motion carried.

Nick Millwood, Mayor

Kelly Bomar, Mayor Pro Tem

Earl Henderson, Councilmember

Jake Haynes, Councilmember

Rhonda Swaney, Councilmember

Sara Clark, Councilmember

Attest:

Mark Vaughn, City Manager

Nicki Lundeen, City Clerk



City of Ringgold

RESOLUTION OF THE RINGGOLD CITY COUNCIL

BE IT RESOLVED by the Ringgold City Council as follows: At the meeting held on the **27th** day of **March 2023** the Council entered into closed session for the purpose of discussing land acquisition and potential litigation. At the close of the discussions upon this subject, the Council did vote to re-enter into open session and herewith takes the following action in open session:

- (1) The actions of the Council and the discussions of the same regarding the matter set forth for closed session purposes are hereby ratified.
- (2) Each member of this body does hereby confirm that to the best of his or her knowledge, based upon the advice of the City Attorney, the said subject matter of the meeting and of the closed session portion was devoted to matters within the specific relevant exception(s) as set forth above.
- (3) The Mayor, or the presiding officer, is hereby authorized and directed to execute an affidavit, with full support of the members of this Council, in order to comply with O.C.G.A. § 50-14-4(b).
- (4) The affidavit shall be included and filed with the official minutes of the meeting and shall be in a form as required by the statute, which shall be substantially as follows:

Approved this **27th** day of **March 2023**.

Attest _____
Mark Vaughn, City Manager

Nick Millwood, Mayor

Earl Henderson, Councilmember

Kelly Bomar, Mayor Pro Tem

Jake Haynes, Councilmember

Rhonda Swaney, Councilmember

Sara S. Clark, Councilmember



City of Ringgold

MOTION TO ENTER INTO A CLOSED MEETING OF CITY COUNCIL

Mayor Pro Tem Kelly Bomar seconded by **Councilmember Jake Haynes** made the following motion:

(1) That this Mayor and Council now enter into closed session as allowed by O.C.G.A. § 50-14-4 and pursuant to advice by the City Attorney, for the purpose of discussing the following: **Land Acquisition, Personnel, and Potential Litigation.**

(2) That this body, in open session, adopt a resolution authorizing and directing the Mayor or the Presiding Officer to execute an affidavit in compliance with O.C.G.A. § 50-14-4, and that this body ratify the actions of the Council taken in closed session and confirm that the subject matters of the closed session were within exceptions permitted by the open meetings law, and resolution to be in the form as attached hereto.

Vote was unanimous. Motion Approved.

AFFIDAVIT

Personally appeared before the undersigned attesting officer, duly authorized to administer oaths, Nick Millwood, Mayor, who, after being duly sworn, deposes and on oath states the following:

- (1) I was the Presiding Officer of a meeting of the Ringgold City Council held on the **27th** day of **March 2023**.
- (2) That is my understanding that O.C. G. A. § 50-14-4(b) provides as follows:
When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the chairperson or other person presiding over such meeting shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions by law and identifying the specific relevant exception.
- (3) The subject matter of the closed meeting or closed portion of the meeting held on the **27th** day of **March 2023**, which was closed for the purpose(s) of potential litigation and personnel as allowed by O.C.G.A., Title 50, Chapter 14, was devoted to matters within those exceptions and as provided by law.
- (4) This affidavit is being executed for the purpose of complying with mandate of O.C.G.A. § 50-14-4(b) that such as affidavit be executed.

This **27th** day of **March 2023**

Nick Millwood, Mayor

Sworn to and subscribed before me
this the **27th** day of **March 2023**

Notary Public

The City of Ringgold Planning and Zoning Commission met in a Special Called Meeting on Thursday, March 30, 2023 at 7:00 p.m. at Ringgold City Hall with Chairman Mark Higgs presiding.

Present: Chairman Mark Higgs
Vice-Chairman Tammy Cole
Commissioner Jesse Branum
Commissioner Tim Maharry
Commissioner Skip Hepinstall

Absent: Commissioner Jeremy Richardson

Chairman Mark Higgs called the meeting to order. Commissioner Skip Hepinstall delivered the invocation.

Planning and Zoning Commission Meeting Minutes from February 23, 2022:

A motion was made by Commissioner Tim Maharry and seconded by Commissioner Jesse Branum to approve the minutes dated February 23, 2022. Vote was unanimous. Motion carried.

Public Hearings

Chairman Mark Higgs called the Public Hearing section of the meeting to order.

1. **Goosepond Properties Inc is requesting a variance to reduce the side setback from 20 feet to 10 feet on a property line which rests on a shared 30 feet wide driveway. The property is located at Tax Map 22C, Parcel 1-F.**

Chris Berry Chattanooga, TN. spoke in favor of the variance. Mr. Berry advised that a medical facility is going to be built and explained it will share a driveway with the adjacent medical facilities.

2. **Circle K Stores Inc. (QuikTrip) is requesting a variance for relief from the maximum high rise sign height of 70 feet for signs neighboring I-75 to 110 feet. The property is located at Tax Map 39B, Parcel 30.**

Charlie Tarwater Lawrenceville, Ga. spoke in favor of the variance. Mr. Tarwater explained that the proposed location of the sign is in a hole and there are several trees blocking the view of the proposed sign. Mr. Tarwater also advised that he wanted the sign to be seen from I-75 traffic and that is why he is asking for the

variance. A handout was provided to the Commissioners. Please see attached. The Commissioners expressed concern of the height of the proposed sign above the surrounding signs.

3. **Alice Evitt Bandy is requesting multiple variances including a relief for the required sidewalk, relief for façade requirement and a relief variance for the required 20-foot buffer. The property is located at Tax Map 22C, Parcel 3.**

Kenny McDade Ringgold, Ga. spoke in favor of the variances. And explained that the proposed building will be 300 feet off the road. A handout was provided to the Commissioners. Please see attached.

Commissioners asked what type of trees are being used for the buffer. Mr. McDade advised he did not know.

Sandy Hall 583 Mason Drive Ringgold, Ga. spoke against the variances. Mr. Hall advised he is concerned about the appearance of a metal building and equipment. Andy Weaver Ringgold, Ga. spoke in favor of the variances and advised the proposed building will look nice and advised what type equipment/vehicles will be stored there. Mr. Weaver explained that the vehicles going in and out will be bucket trucks.

Mike Wann 2700 Pine Grove Road Ringgold, Ga. spoke against the variances. Mr. Wann is concerned about the appearance of the metal building, effect on surrounding home values and traffic safety with bucket truck exiting onto Pine Grove Road.

4. **Rehab Land Group is requesting a variance to reduce the side setback line from 20 feet to 10 feet. The property is located at Tax Map 37C, Parcel 50-3A.**

Jeff Fava Ringgold, Ga. spoke in favor of the variance and advised that surrounding businesses have the same setback he is asking for. A handout was provided to the Commissioners. Please see attached.

New Business

Chairman Mark Higgs called the New Business section of the meeting to order.

1. **Goosepond Properties Inc is requesting a variance to reduce the side setback from 20 feet to 10 feet on a property line which rests on a shared 30 feet wide driveway. The property is located at Tax Map 22C, Parcel 1-F.** Vice-Chairman Tammy Cole made a motion to approve the variance request. The motion was seconded by Commissioner Skip Hepinstall. Vote was unanimous. Motion carried.

2. Circle K Stores Inc. (QuikTrip) is requesting a variance for relief from the maximum high rise sign height of 70 feet for signs neighboring I-75 to 110 feet. The property is located at Tax Map 39B, Parcel 30. Commissioner Tim Maharry made a motion to table the variance request. The motion was seconded by Commissioner Jesse Branum. Vote was unanimous. Motion carried.
3. Alice Evitt Bandy is requesting multiple variances including a relief for the required sidewalk, relief for façade requirement and a relief variance for the required 20 foot buffer. The property is located at Tax Map 22C, Parcel 3. Commissioner Skip Hepinstall made a motion to table the variance request. The motion was seconded by Commissioner Jesse Branum. Vote was unanimous. Motion carried.
4. Rehab Land Group is requesting a variance to reduce the side setback line from 20 feet to 10 feet. The property is located at Tax Map 37C, Parcel 50-3A. Commissioner Tim Maharry made a motion to approve the variance request. The motion was seconded by Vice-Chairman Tammy Cole. Vote was unanimous. Motion carried.

Adjournment:

A motion to adjourn was made by Commissioner Tim Maharry and seconded by Commissioner Skip Hepinstall. Vote was unanimous. Motion carried.

Chairman Mark Higgs

Zoning Administrator, Greg Boss

Nicki Lundeen

From: Mike Cagle
Sent: Wednesday, April 5, 2023 11:32 AM
To: Nicki Lundeen
Subject: Fw: Agenda misprint
Attachments: March 30 2023.doc

Mike Cagle
Zoning/Code Enforcement
City of Ringgold
(706) 935-1512

From: Mike Cagle
Sent: Monday, March 27, 2023 2:47 PM
To: Mark Higgs <mandchiggs@catt.com>; tcole@gearhiserpeters.com <tcole@gearhiserpeters.com>; Skip Hepinstall <paymast@vol.com>; Tim Maharrey <maharreyt@gmail.com>; Jeremy Richardson <jrich1@catt.com>; Jesse Brnum <jessebrnum777@gmail.com>
Cc: Greg Boss <gregbosszoning@gmail.com>
Subject: Agenda misprint

Please disregard the agenda page and use the attached one instead. The only change is on item number one. **Battlefield Parkway MOB LLC is changed to Goosepond Properties Inc.** There was some confusion on who the actual owner is at the time of application. Thank you! See everyone this Thursday.

Mike Cagle
Zoning/Code Enforcement
City of Ringgold
(706) 935-1512



City of Ringgold

150 Tennessee Street
Ringgold, GA 30736 P19

Office (706) 935-3061
Fax (706) 965-7446

Ringgold Planning and Zoning Commission Application for Zoning Request

PAID JAN 31 2023

\$500
CC

Name of Property Owner: Battlefield Parkway MOB LLC Home Phone: _____

Mobile #: 386-481-4962 Work Phone #: 423-805-7574

Email Address: bob.elliott@noondevelopment.com

Mailing Address: 715 Market St, Suite 203, Chattanooga, TN 37402

Physical address of property: Battlefield Pkwy, Ringgold, GA 30736

Location of Property: Tract 5

Tax Map: _____ Parcel: 0022C00100A Current Zoning Classification: C-2

Requested Zoning Classification: N/A Character of Adjoining Property: Medical Office

Describe request (in detail): To reduce the side yard setback from 20' to 10' on a property line
which rests on a shared 30' wide driveway.

Paid \$ 500 on: _____ by: _____

Date of Zoning Meeting: _____ Date of Council Meeting: _____

I understand that this information is true and correct to the best of my knowledge. I also understand that I or a representative for me will need to attend the Zoning meeting and Council meeting to answer any questions regarding the request made for this property.

Signature of Property Owner

Robert S. Elliott

Print Name of Authorized Agent (if acting on behalf of the property owner, must provide legal documentation)

Robert S. Elliott

Signature of Authorized Agent

January 31, 2023

Date of Request:



City of Ringgold

Ringgold, GA 30736

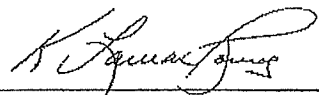
Office (706) 935-3061

Fax (706) 965-7446

P20

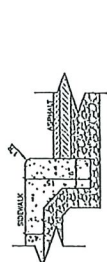
Authorized Agent Form for the Ringgold Planning and Zoning Commission

I Lamar Thomas Property owner, CFO, CEO, President, Vice President, managing partner, etc., give Battlefield Pkwy MOB LLC & Berry Engineers LLC, permission to represent me and my interests in the scheduled meeting of the RPZC dated for _____.


Authorized Signature

PARKING AND PAYING NOTES

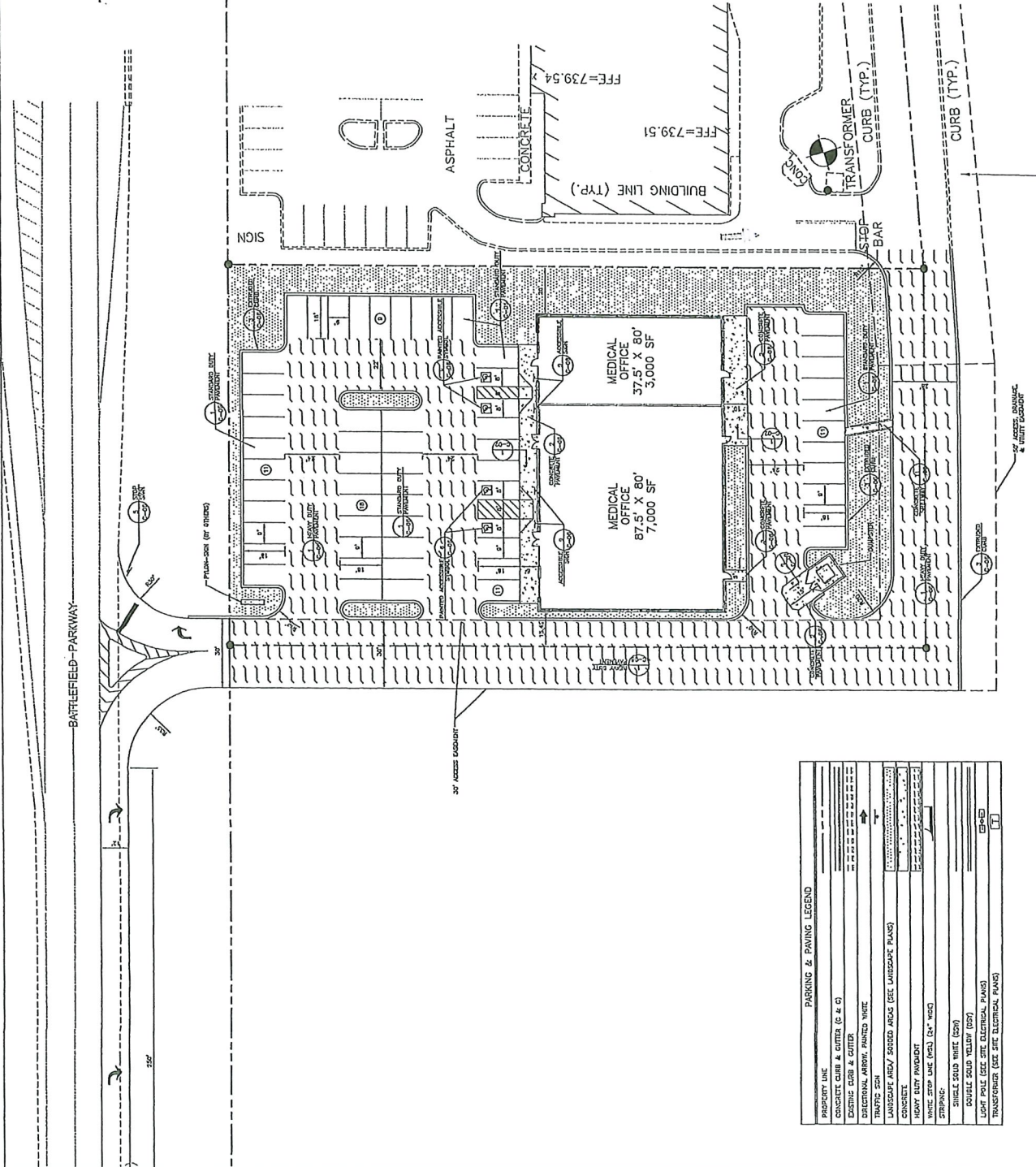
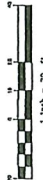
- [illegible]



1 SIDEWALK TURNDOWN

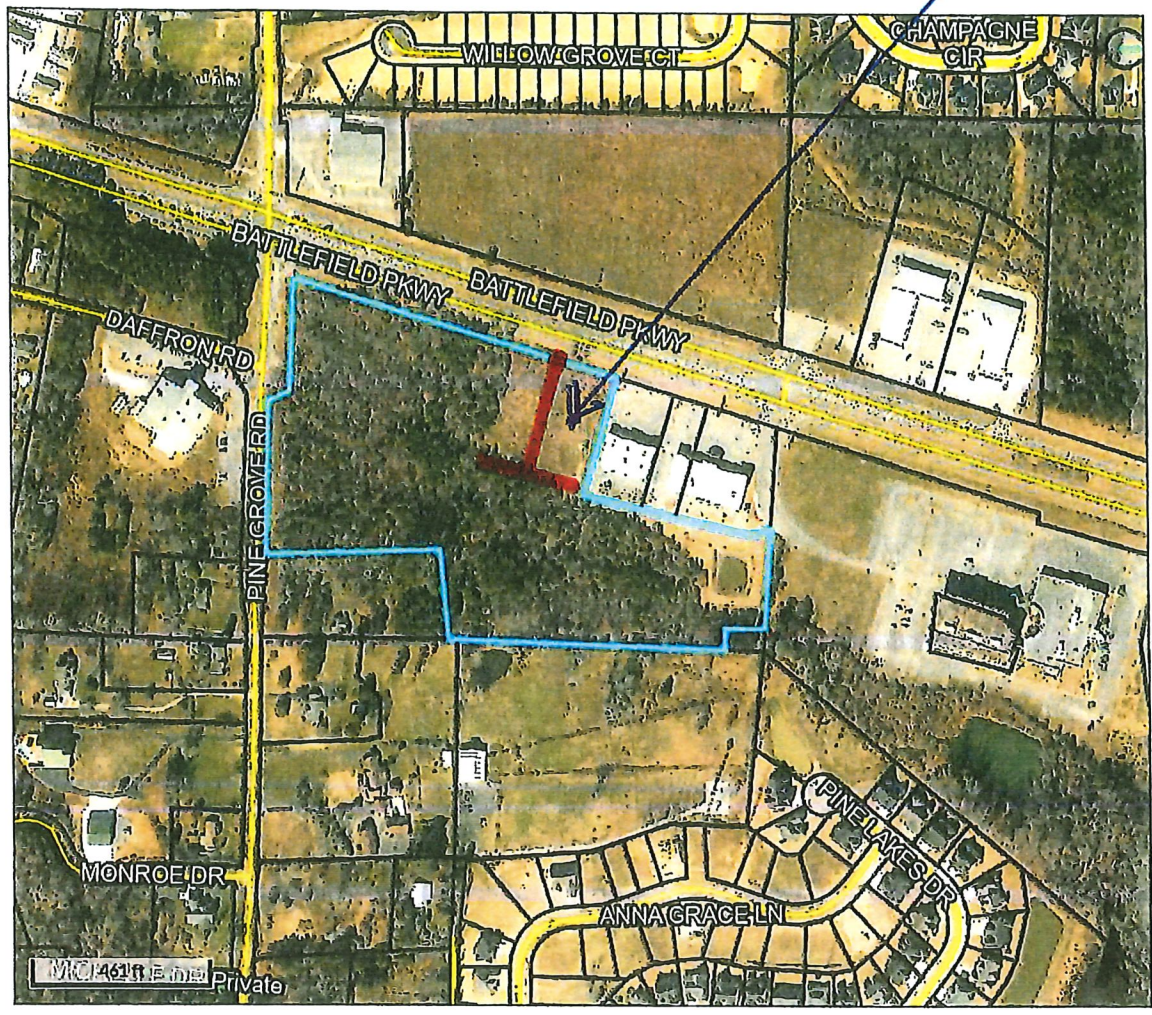


2 TURNDOWN DETAIL

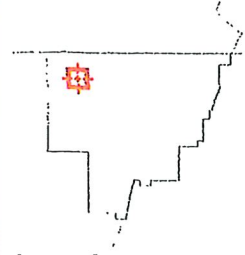


PARKING & PAVING LEGEND	
PROPERTY LINE	=====
CONCRETE CURB & GUTTS (C & G)	=====
EXISTING CURB & GUTTS	=====
ELECTRICAL, AERONAUTIC WHITE	=====
TRAFFIC SIGN	=====
LANDSCAPE NEW/ SHEDD AREAS (SEE LANDSCAPE PLANS)	=====
CONCRETE	=====
HEAVY DUTY PAVEMENT	=====
WHITE STOP LINE (W/S) (2" x 100')	=====
STRIPING	=====
SINGLE SOLID WHITE (100')	=====
DOUBLE SOLID YELLOW (100')	=====
LANDSCAPE EXISTING AREAS (SEE LANDSCAPE PLANS)	=====
LIGHT POLE (SEE SITE ELECTRICAL PLANS)	=====
TRANSFORMER (SEE SITE ELECTRICAL PLANS)	=====

Q Public has ^{P23}not updated



Overview



Legend

-  Parcels
-  Fort Oglethorpe City Limits
- Roads**
 -  Private
 -  <all other values>


Parcel ID	0022C00100A	Owner	GOOSEPOND PROPERTIES INC	Last 2 Sales			
Class Code	Commercial		ATTN JAMES M AARON JR	Date	Price	Reason	Qual
Taxing District	Ringgold		200 MANUFACTURERS ROAD, APT 516	1/5/1998	\$3203800	UV	U
Acres	15.37		CHATTANOOGA, TN 37405	n/a	0	n/a	n/a
		Physical Address	BATTLEFIELD PARKWAY				
		Assessed Value	Value \$1183401				

(Note: Not to be used on legal documents)

Date created: 3/13/2023
Last Data Uploaded: 3/13/2023 8:05:08 AM

Developed by  Schneider GEOSPATIAL


OFFICIAL ZONING MAP
CITY OF
RINGGOLD, GEORGIA
CATOOSA COUNTY
2021

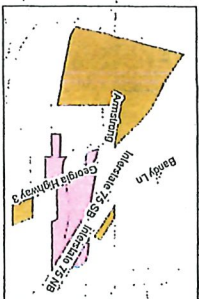
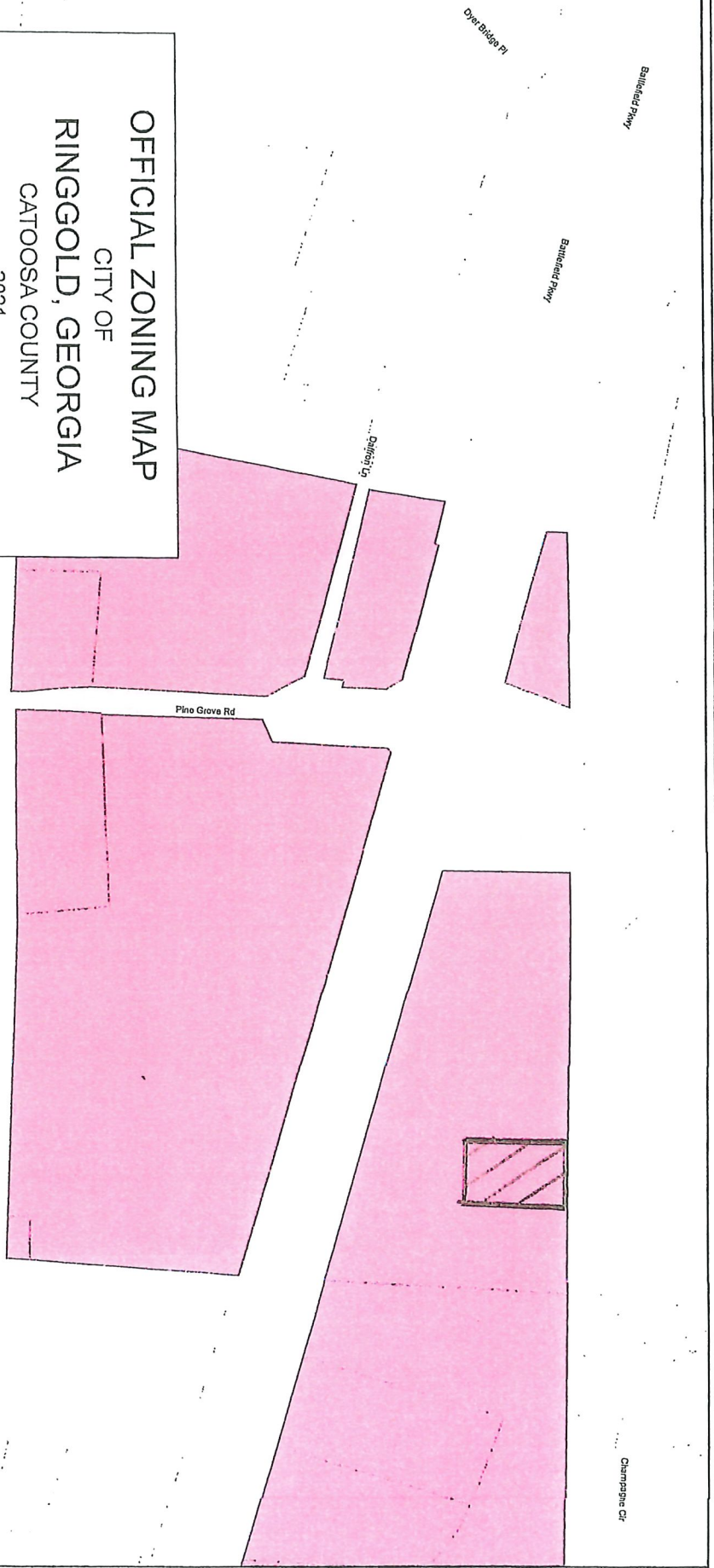


Zoning

- (R1) Residential District
- (R2) Single Family Residential District
- (R3) Multi Family Residential District
- (R4) Manufactured Home District
- (RTZ) Zero Lot Line Residential
- (C1) Sidewalk Commercial District (Neighborhood Commercial)
- (C2) General Commercial District
- (C3) Downtown Commercial District
- (O1) Office Commercial District
- (I-1) Industrial District
- (A-1) Agricultural District

Road





DIS- TRI CT	MINIMUM LOT AREA IN SQUARE FEET		MIN. SITE AREA A	ADDIT' NL REQ'M NTS	MIN STREET FRONTA GE	MIN. FLOOR AREA (square feet)	FRON T YARD SETBA CK (feet)	SIDE YAR D (feet)	REAR YARD (feet)	MAXIM UM BUILDI NG HEIGHT (feet)
C-2 ⁴	All Uses	No minimu m	----	Section s 9.4(s); 9.5	50	----	35	20	25	75
C-3 ⁴	All Uses	No minimu m	----	Section 9.4(s)	50	----	4	0	25	75
I-1 ⁴	All Uses	No minimu m	----	Section 9.5	50	---	50	25	50	75

FOOTNOTES

1. Service by individual sewage disposal systems shall size lots according to the requirements herein or the Catoosa County Health Department, whichever is more strict.
2. For multi-family dwellings, the side setback is relative to the building, not the dwelling units; for zero lot line dwellings the side yard is waived on one side of the lot.
3. Site plans are required for some developments.
4. All multi-family uses, and manufactured home parks, and commercial/industrial buildings shall be served by public sewer.
5. Minimum lot width, measured at the front building line, shall be a minimum of 85 feet for all uses.
6. Minimum lot width, measured at the front building line, shall be a minimum of 70 feet for all uses.
7. Minimum lot width, measured at the front building line, shall be a minimum of 30 feet.
8. For a building containing three or more units, the average lot width shall be 20 feet per unit. See Section 9.4(g).

Sec. 9.3.- Permitted Uses.

No principal building, structure, or land use shall be permitted except in the zoning districts indicated and for the purposes permitted in Table 9.3 Permitted and Conditional Uses table. A principal use listed in Table 9.3 is permitted by right in any district denoted by the letter "X" and may be subject to Section 9.4: Additional Requirements for Specific Permitted Uses, other requirements of State law, and other applicable regulations of this ordinance. A principal use denoted by the letter "C" is permitted only if a Conditional Use approval is granted by the Mayor and Council through the process required by the Zoning Procedures and Standards Ordinance, a separate Ordinance. For uses not included on this list, where the Building Inspector/ Zoning Administrator/City Manager is unable to determine placement due to similarity of use, application shall be made to the Zoning Board of Appeals for interpretation under their "special exception" powers.



City of Ringgold

150 Tennessee Street
Ringgold, GA 30736

Office (706) 935-3061
Fax (706) 965-7446

P26

Ringgold Planning and Zoning Commission Application for Zoning Request

\$500
PAID FEB 24 2023
C. Card 500⁰⁰

Name of Property Owner: Circle K Stores Inc. Home Phone: _____

Mobile #: 918-734-3162 Work Phone #: 770-368-1616

Email Address: ctarwate@quiktrip.com

Mailing Address: 952 Old Peachtree Rd NW, Lawrenceville GA 30043

Physical address of property: SE Corner of HWY 75 and HWY 151

Location of Property: SE Corner of HWY 75 and HWY 151

Tax Map: _____ Parcel: 0039B030 Current Zoning Classification: C-2

Requested Zoning Classification: C-2 Character of Adjoining Property: C-2

Describe request (in detail):

QuikTrip is requesting relief from the maximum high rise sign height of 70' for signs neighboring I-75. With 40' additional feet, the sign is able to be seen by travelers as they make the turn down I-75 southbound, allowing for safe traffic movements to change lanes and merge into the exit should they wish to.

Paid \$ _____ on: _____ by: _____

Date of Zoning Meeting: 3-30-23 Date of Council Meeting: 4-10-23

I understand that this information is true and correct to the best of my knowledge. I also understand that I or a representative for me will need to attend the Zoning meeting and Council meeting to answer any questions regarding the request made for this property.

Signature of Property Owner

Charlie Tarwater



Print Name of Authorized Agent (if acting on behalf of the property owner, must provide legal documentation)

Charlie Tarwater
Signature of Authorized Agent

2/15/23

Date of Request:



City of Ringgold

150 Tennessee Street
Ringgold, GA 30736

Office (706) 935-3061
Fax (706) 965-7446

14
P27

Authorized Agent Form for the Ringgold Planning and Zoning Commission

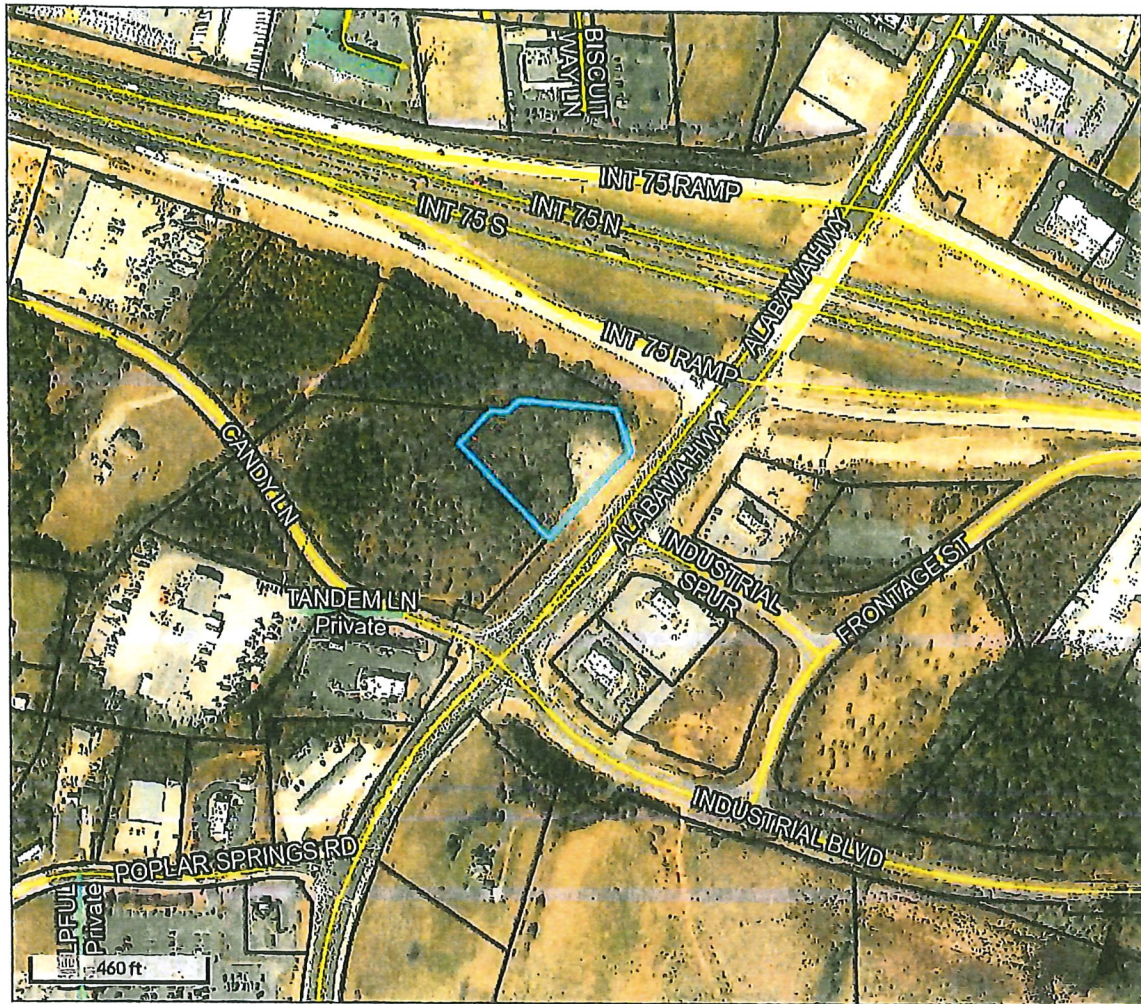
Marcella Rocha, Assistant Secretary of Circle K Stores Inc., a Texas corporation,

I [Signature], Property owner, CFO, CEO, President, Vice President, managing partner, etc., give Charlie Tarwater, permission to represent me and my interests in the scheduled meeting of the RPZC dated for 3/7/23.

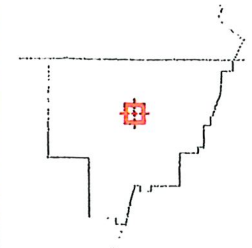
3-30-23

[Signature]
Authorized Signature

Marcella Rocha
Assistant Secretary
Circle K Stores Inc., a Texas corporation



Overview



Legend

- Parcels
- Fort Oglethorpe City Limits
- Roads**
 - Private
 - <all other values>

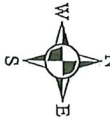
Parcel ID	0039B030	Owner	ARP GOLD ALABAMA HIGHWAY	Last 2 Sales			
Class Code	Commercial		NANCE PROPERTY LLC	Date	Price	Reason	Qual
Taxing District	Ringgold		% PANTRY INC	5/25/2000	\$1706000	LM	Q
Acres	3.15		1801 DOUGLAS DRIVE	n/a	0	n/a	n/a
			SANDFORD, NC 27330				
		Physical Address	ALABAMA HIGHWAY				
		Assessed Value	Value \$1270206				

(Note: Not to be used on legal documents)

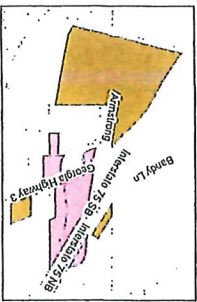
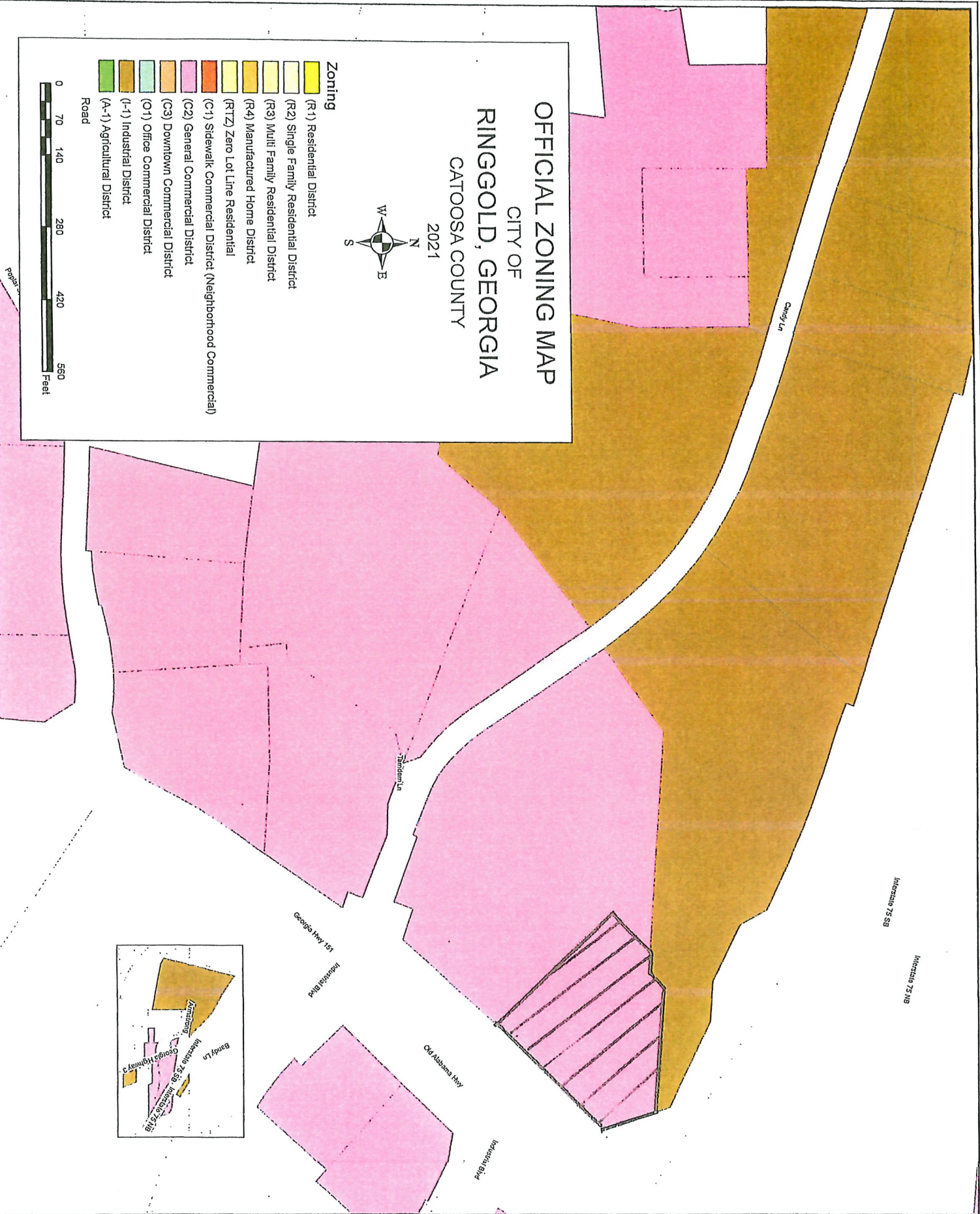
Date created: 3/13/2023
Last Data Uploaded: 3/13/2023 8:05:08 AM

Developed by  **Schneider**
GEOSPATIAL

OFFICIAL ZONING MAP
CITY OF
RINGGOLD, GEORGIA
CATOOSA COUNTY
2021



- Zoning**
- (R1) Residential District
 - (R2) Single Family Residential District
 - (R3) Multi Family Residential District
 - (R4) Manufactured Home District
 - (RT2) Zero Lot Line Residential
 - (C1) Sidewalk Commercial District (Neighborhood Commercial)
 - (C2) General Commercial District
 - (C3) Downtown Commercial District
 - (O1) Office Commercial District
 - (I-1) Industrial District
 - (A-1) Agricultural District
- Road



4.6-4 Height and setback. All billboard signs shall be a minimum of ten feet above adjacent interstate highway pavement measuring from the lower portion of the sign face. Non-interstate billboard signs shall not extend more than 40 feet in height above the adjacent ground. **Interstate billboard signs shall not extend more than 70 feet in height** above the adjacent ground. The following rules shall apply in determining adjacent ground: If the base of the sign structure is below the grade of the adjacent roadway, the sign height is measured from the elevation of the adjacent roadway that is nearest to the sign structure. The ground shall not be altered for the sole purpose of providing additional sign height. The edge of the display area for any sign structures shall be not less than ten feet from any property or right-of-way line.



City of Ringgold

Ringgold, GA 30736

Office (706) 935-8061

Fax (706) 965-7446

P31

18

Ringgold Planning and Zoning Commission Application for Zoning Request

Name of Property Owner: ALICE EVITT BANDY Home Phone: 706 937 4700

Mobile #: _____ Work Phone #: 706 965 2345

Email Address: ALICE@RTCTEL.COM

Mailing Address: PO Box 869, RINGGOLD GA

Physical address of property: 2717 PINE GROVE Rd

Location of Property: PT LL 143 28/3

Tax Map: 226 Parcel: 283 Current Zoning Classification: Rin C-2

Requested Zoning Classification: _____ Character of Adjoining Property: _____

Describe request (in detail): Facade variance for front of building.
and 20' landscape buffer variance, and for sidewalk
variance

AW 3/6/2023

Paid \$ _____ on: 1/31/2023 by: [Signature]

Date of Zoning Meeting: 2/23/2023 Date of Council Meeting: 2/27/2023

I understand that this information is true and correct to the best of my knowledge. I also understand that I or a representative for me will need to attend the Zoning meeting and Council meeting to answer any questions regarding the request made for this property.

Alice Evitt Bandy
Signature of Property Owner

KENNY MCDADE

Print Name of Authorized Agent (if acting on behalf of the property owner, must provide legal documentation)

[Signature]
Signature of Authorized Agent

1/30/2023
Date of Request:



City of Ringgold

Ringgold, GA 30736

Office (706) 935-8061

Fax (706) 965-7446

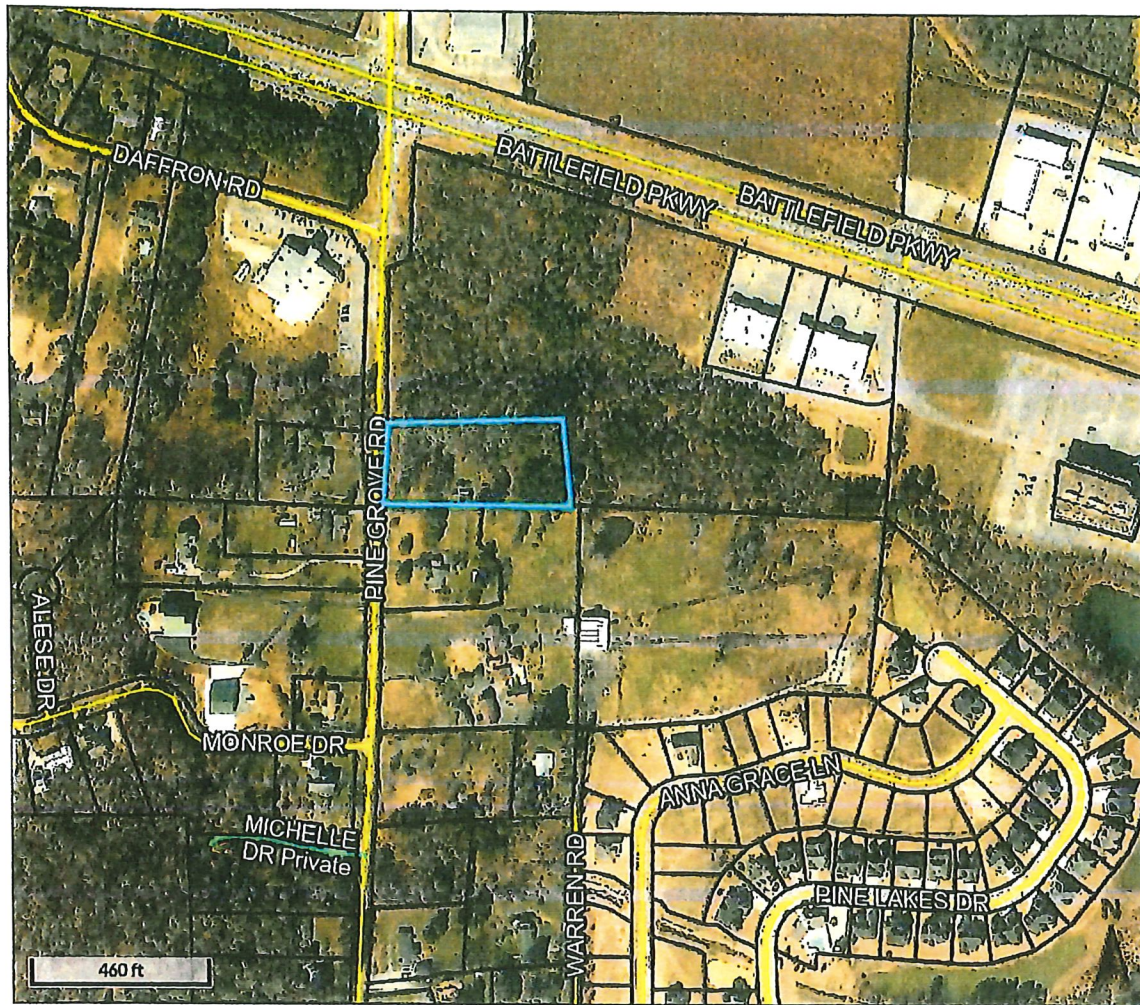
P32

19

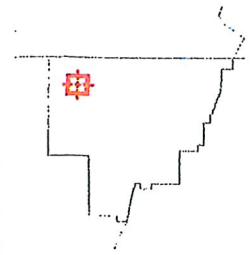
Authorized Agent Form for the Ringgold Planning and Zoning Commission

I ALICE EVITT BANDY, Property owner, CFO, CEO, President, Vice President, managing partner, etc., give KENNY MCDADE, permission to represent me and my interests in the scheduled meeting of the RPZC dated for 2/23/2023.

Alice Evitt Bandy
Authorized Signature



Overview



Legend

-  Parcels
-  Fort Oglethorpe City Limits
- Roads**
 -  Private
 -  <all other values>

Parcel ID	0022C003	Owner	EVITT LAND MANAGEMENT LLC		Last 2 Sales			
Class Code	Commercial		PO BOX 869		Date	Price	Reason	Qual
Taxing District	Ringgold		RINGGOLD, GA 30736		12/20/2021	\$215000	FM	Q
Acres	2	Physical Address	2717 PINE GROVE ROAD		1/22/1993	0	UI	U
		Assessed Value	Value \$200000					

(Note: Not to be used on legal documents)

Date created: 3/13/2023
Last Data Uploaded: 3/13/2023 8:05:08 AM

Developed by  **Schneider**
GEOSPATIAL

OFFICIAL ZONING MAP

CITY OF

RINGGOLD, GEORGIA

CATOOSA COUNTY

2021

(R1) Residential District

(R2) Single Family Residential District

(R3) Multi Family Residential District

(R4) Manufactured Home District

(RT2) Zero Lot Line Residential

(C1) Sidewalk Commercial District (Neighborhood Commercial)

(C2) General Commercial District

(C3) Downtown Commercial District

(O1) Office Commercial District

(I-1) Industrial District

(A-1) Agricultural District

Road

0

105

210

420

630

840

Feet

W

N

E

S

The main map displays several large parcels outlined in black and filled with a light pink color. These parcels are situated in an area bounded by Dyro Bridge Rd to the north, Balford Pkwy to the east, and Pine Grove Rd to the south. A small parcel with diagonal hatching is located on Pine Grove Rd. The map also shows the locations of Joe Tike Dr, Over Bridge Pl, and Shum Ln.

An inset map in the bottom right corner shows the location of Ringgold, Georgia, within Catoosa County. It highlights the city's position relative to Interstate 75 (I-75) and Interstate 95 (I-95). The city is shown as a pink-shaded area within the county's outline.

Warren Rd

Sec. 58-3. - Requirement of sidewalk construction.

- (a) Whenever the city permits any future residential or commercial structure the owner or his agent shall be required to submit to the city building inspector a proposal to build sidewalks adjacent to any public right of way abutting the tract upon which the proposed building is to be situated, if no such sidewalks presently exist. The location of the sidewalk which shall be required to be constructed shall be a minimum of 24 inches off the back of the curb and the minimum width being 60 inches and the minimum depth four inches. The concrete must be approved by the city prior to pouring the concrete.
- (b) No building permit shall be issued without a sidewalk plan attached to the permit application, and the sidewalk plan shall be approved as a part of the building permit.
- (c) If the owner fails to construct the sidewalk as specified in his building permit, he is subject to the penalties of section 1-11, in addition to any other equitable remedies which may be available under the charter and state law to enforce the requirements of this Code section.

(Ord. No. 2008-1202-5, § 1, 12-2-08)

(t) Construction of future buildings or new facades in tO-1, C-1 C-2 and C-3 district shall be of brick, three-fourths inch stucco, fiber cement siding, or EIFS (exterior insulation and finishing system). In the event EIFS is used O-1, C-1 and C-3 a 36-inch-high bulkhead wainscot veneer from the ground up must be constructed of brick, cast stone, manufactured stone, natural stone or custom CMU. Additionally, LP SmartSide siding and Concealed Fastening Metal Wall Systems are permitted in the C-2 zoning district.

Sec. 4.9. - Buffer areas and screening.

Buffer areas are required to reduce potential incompatibility between dissimilar zone districts that are adjacent to each other. Similarly, the granting of conditional uses within some zone districts may require buffer requirements if the proposed conditional use is deemed to have a potential negative effect upon existing and adjacent land uses.

(a) Buffer areas. Buffer areas, when required, shall be established within setback areas and permanently maintained under the following provisions:

- (1) A planted evergreen area combining trees and shrubs with existing vegetation or a landscaped earthen berm is required and intended for permanent maintenance;
- (2) The buffer shall not be less than 20 feet wide measured at right angles to property line(s) of the subject lot;
- (3) Be landscaped with trees, shrubs, flowers, grass, stone, rocks and other landscaping materials;
- (4) Be free of structures other than a fence, and not be used for parking, utility easements, or drainage improvements, unless the applicant can demonstrate that these improvements are necessary;
- (5) The natural topography of the land shall be preserved and natural growth shall not be disturbed beyond that which is necessary to prevent a nuisance, or to thin this natural growth where too dense for normal growth, or to remove diseased or dangerous and decayed timbers. A slope easement may be cleared and graded where required to prevent soil erosion.



City of Ringgold

150 Tennessee Street
Ringgold, GA 30736

Office (706) 935-3061
Fax (706) 965-7446

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P38

Ringgold Planning and Zoning Commission Application for Zoning Request

Name of Property Owner: Rehab Land Group Home Phone: _____

Mobile #: (423) 653-1671 Work Phone _____

Email Address: amarini@comcast.net

Mailing Address: 2125 NorthPoint Drive, Hixson, TN 37343

Physical address of property: Lot 3A Gateway Business Park, Ringgold, GA 30736

Location of Property: Gateway Business Park, Ringgold, Catoosa County, GA

Tax Map: _____ Parcel: 0037C-050-003A Current Zoning Classification: C-2

Requested Zoning Classification: C-2 variance Character of Adjoining Property: _____

Describe request (in detail): Request variance to reduce side set back line from 20 feet to 10 feet

Paid \$ 500.00 on: 3/1/23 by: Andy Marini

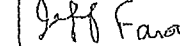
Date of Zoning Meeting: March 30, 2023 Date of Council Meeting: April 10, 2023

I understand that this information is true and correct to the best of my knowledge. I also understand that I or a representative for me will need to attend the Zoning meeting and Council meeting to answer any questions regarding the request made for this property.


Signature of Property Owner/Andrew L. Marini

Jeff Fava

Print Name of Authorized Agent (if acting on behalf of the property owner, must provide legal documentation)


Signature of Authorized Agent

2/27/2023 | 5:28 PM PST
Date of Request:



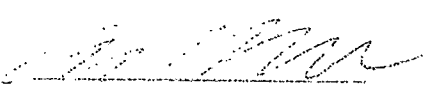
City of Ringgold

150 Tennessee Street
Ringgold, GA 30736

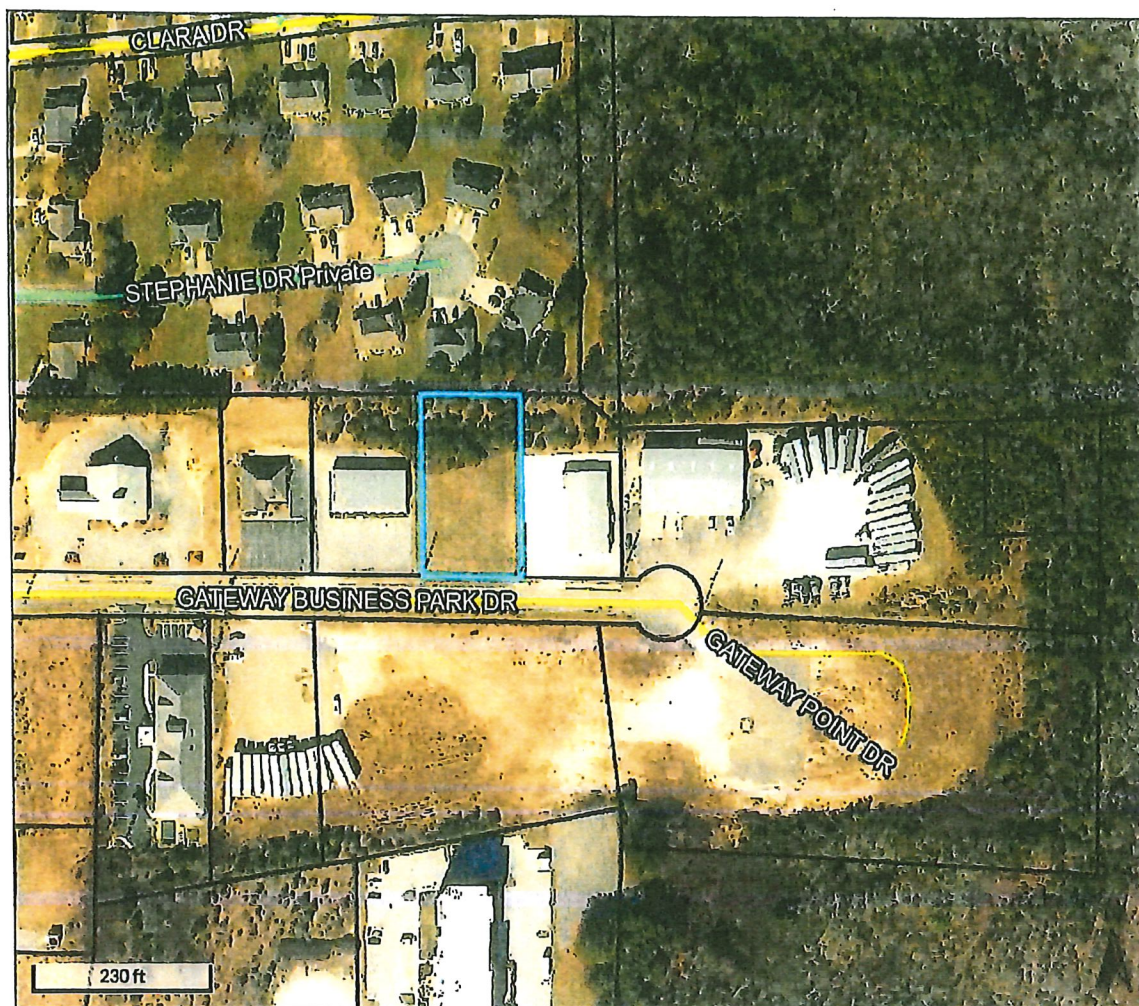
Office (706) 935-3061
Fax (706) 935-7446

Authorized Agent Form for the Ringgold Planning and Zoning Commission

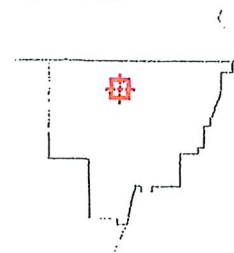
I, Andrew L. Marini, Partner w/ Rehab Land Group, Property owner, CFO, CEO, President, Vice President, managing partner, etc., give Mr. Jeff Fava, permission to represent me and my interests in the scheduled meeting of the RPZC dated for March 30, 2023.


Authorized Signature/Andrew L. Marini

Established 1847



Overview



Legend

-  Parcels
-  Fort Oglethorpe City Limits
- Roads**
 -  Private
 -  <all other values>

Parcel ID	0037C05003A	Owner	REHAB LAND GROUP	Last 2 Sales			
Class Code	Commercial		2125 NORTHPOINT DRIVE	Date	Price	Reason	Qual
Taxing District	Ringgold		HIXSON, TN 37343	5/26/2004	\$165000	LM	Q
Acres	0.65	Physical Address	GATEWAY BUSINESS PARK	n/a	0	n/a	n/a
		Assessed Value	Value \$112776				

(Note: Not to be used on legal documents)

Date created: 3/13/2023

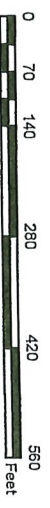
Last Data Uploaded: 3/13/2023 8:05:08 AM

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GEOSPATIAL

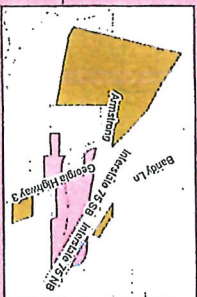
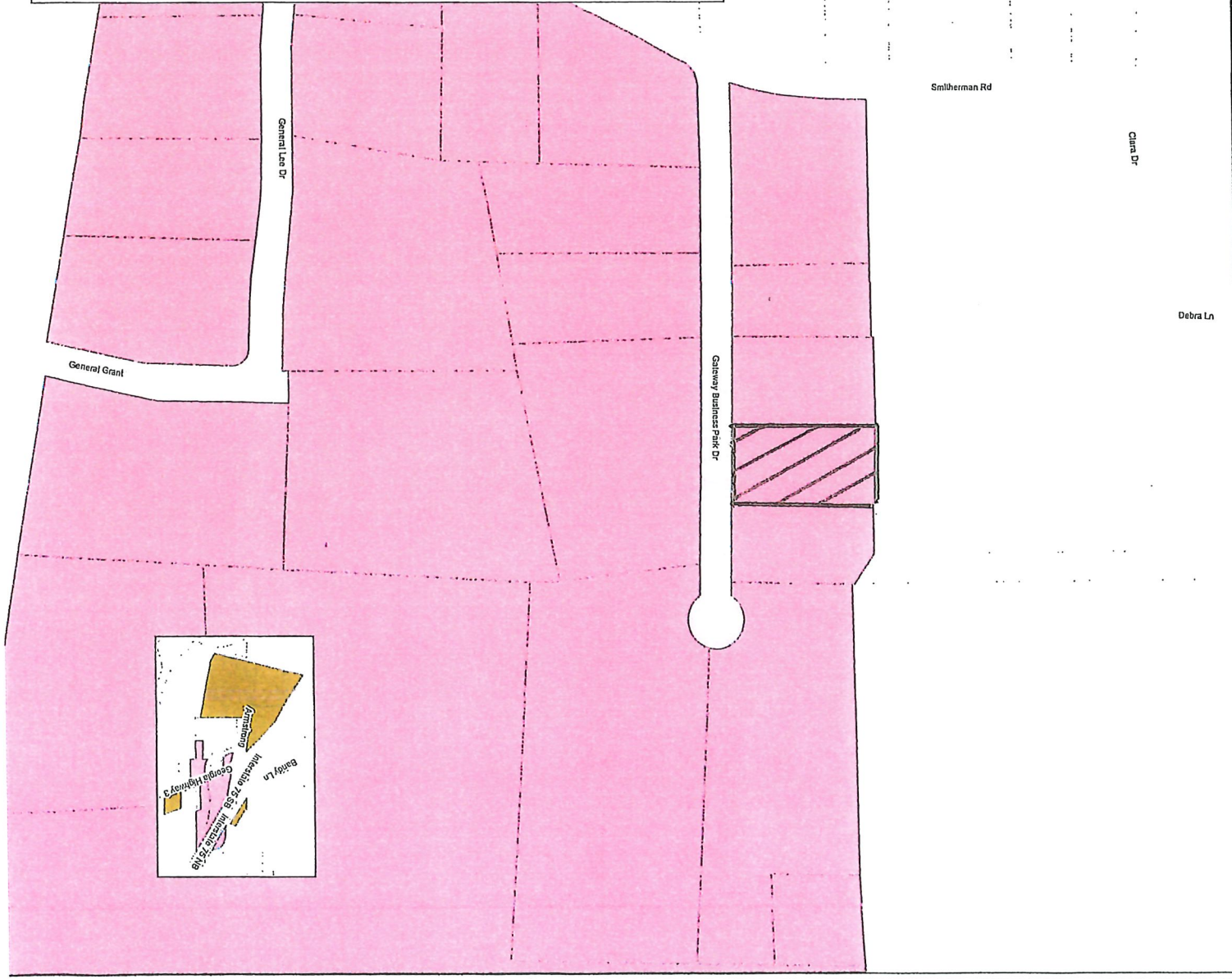
OFFICIAL ZONING MAP CITY OF RINGGOLD, GEORGIA CATOOSA COUNTY 2021



- Zoning**
- (R-1) Residential District
 - (R-2) Single Family Residential District
 - (R-3) Multi Family Residential District
 - (R-4) Manufactured Home District
 - (RTZ) Zero Lot Line Residential
 - (C-1) Sidewalk Commercial District (Neighborhood Commercial)
 - (C-2) General Commercial District
 - (C-3) Downtown Commercial District
 - (O-1) Office Commercial District
 - (I-1) Industrial District
 - (A-1) Agricultural District



Interstate 75 NB



DISTRICT	MINIMUM LOT AREA IN SQUARE FEET		MIN. SITE AREA	ADDITIONAL REQUIREMENTS	MIN. STREET FRONTAGE	MIN. FLOOR AREA (square feet)	FRONT YARD SETBACK (feet)	SIDE YARD (feet)	REAR YARD (feet)	MAXIMUM BUILDING HEIGHT (feet)
C-2 ⁴	All Uses	No minimum	----	Sections 9.4(s); 9.5	50	----	35	20	25	75
C-3 ⁴	All Uses	No minimum	----	Section 9.4(s)	50	----	4	0	25	75
I-1 ⁴	All Uses	No minimum	----	Section 9.5	50	---	50	25	50	75

FOOTNOTES

1. Service by individual sewage disposal systems shall size lots according to the requirements herein or the Catoosa County Health Department, whichever is more strict.
2. For multi-family dwellings, the side setback is relative to the building, not the dwelling units; for zero lot line dwellings the side yard is waived on one side of the lot.
3. Site plans are required for some developments.
4. All multi-family uses, and manufactured home parks, and commercial/industrial buildings shall be served by public sewer.
5. Minimum lot width, measured at the front building line, shall be a minimum of 85 feet for all uses.
6. Minimum lot width, measured at the front building line, shall be a minimum of 70 feet for all uses.
7. Minimum lot width, measured at the front building line, shall be a minimum of 30 feet.
8. For a building containing three or more units, the average lot width shall be 20 feet per unit. See Section 9.4(g).

Sec. 9.3.- Permitted Uses.

No principal building, structure, or land use shall be permitted except in the zoning districts indicated and for the purposes permitted in Table 9.3 Permitted and Conditional Uses table. A principal use listed in Table 9.3 is permitted by right in any district denoted by the letter "X" and may be subject to Section 9.4: Additional Requirements for Specific Permitted Uses, other requirements of State law, and other applicable regulations of this ordinance. A principal use denoted by the letter "C" is permitted only if a Conditional Use approval is granted by the Mayor and Council through the process required by the Zoning Procedures and Standards Ordinance, a separate Ordinance. For uses not included on this list, where the Building Inspector/ Zoning Administrator/City Manager is unable to determine placement due to similarity of use, application shall be made to the Zoning Board of Appeals for interpretation under their "special exception" powers.

RINGGOLD CITY COUNCIL

AGENDA ITEM REQUEST

Today's Date: 3/31/23

Council Meeting Date: 4/10/23

Person requesting item to be added to the Agenda: Sara Clark

Mailing address: 293 Tennessee St.

Ringgold, GA 30736

Daytime phone number: 770-714-3930

Item to be considered by City Council: increasing cost of

garbage cans, or adding monthly fee

Reason for item to be discussed: Disposal of waste

doubling in cost, to encourage recycling
since those cans are now free

Estimated cost of implementation: 0

All Council Agenda item requests made by the public and/or elected officials must be submitted to the office in City Hall by noon on Wednesday prior to the Council Meeting on Monday. The Ringgold City Council meets on the second and fourth Monday of each month. In some cases Holiday schedules may change the cut off date without notice.

Sara S. Clark
Signature

OFFICE STAFF ONLY

DATE REQUEST RECEIVED 3 / 31 2023

TIME OF DAY RECEIVED 4:15 AM/PM PM

INITIALS OF STAFF MEMBER MV

EXTRA CANS - SOLID WASTE - 2022	
ADDRESS	AMT OF CANS
603 SPARKS ST	1
417 SPARKS ST	1
479 SPARKS ST	1
831 LAFAYETTE ST	1
124 CLEVELAND ST	1
7768 NASHVILLE ST	3
93 ROBIN RD	2
7102 NASHVILLE ST	2
6413 HIGHWAY 41	1
145 CLARK	2
308 BOYNTON DR	1
69 CHRISTIAN RD	1
242 DEPOT ST	1
536 COTTER ST	2
7844 NASHVILLE ST	2
229 TENNESSEE ST	1
396 TENNESSEE ST	2
22 CEDAR ST	1
77 CEDAR ST	1
119 CEDAR ST	1
320 GUYLER ST	1
429 GUYLER ST	2
479 GUYLER ST	1
495 GUYLER ST	1
7319 NASHVILLE ST	2
303-A W NASHVILLE ST	1
164 GLADSTONE	1
208 GLADSTONE	1
296 GLADSTONE	1
327 GLADSTONE	1
2 HUNTER	1
36 HUNTER	1
45 HUNTER	1
52 HUNTER	1
57 HUNTER	1
68 HUNTER	1
20 NYOKA TRAIL	2
10 BLUFFVIEW	1
64 OLD COUNTY	1
184 OLD COUNTY	4
94 OLD COUNTY	1
346 OLD COUNTY	1
292 INMAN	1
440 INMAN	1

530 INMAN	1
21 HACKETT	2
4165 OOLTEWAH RINGGOLD	1
5207 EVITT ST	1
113 MARILYN CIR	1
59 CALHOUN	1
128 WHITE OAK	1
161 PETERS LN	1
8312 HIGHWAY 41	1
1903 CLEARVIEW	1
67 CLEARVIEW	1
8051 HIGHWAY 41	1
259 CHAPMAN	1
289 CHESTNUT RIDGE RD	1
42 NIGHSHADE	1
TOTAL CANS	74

Extra Cans - Businesses		
Cornerstone Properties	4	\$60.00
Capital Bank	1	\$15.00
Brent Pennington, DMD	1	\$15.00
Ringgold Telephone Company	4	\$60.00
Ringgold Medical Center	1	\$15.00
Southeastern Golf Corp.	1	\$15.00
First Tennessee Bank	1	\$15.00
Jason Webb DDS	1	\$15.00
Gerald Clarke	1	\$15.00
Catoosa Teachers Federal Credit Union	1	\$15.00
Patsy Martin	2	\$30.00
Wiggins Law Office	1	\$15.00
Caffeine Addicts	2	\$30.00
	21	\$315.00



Page 1 of 1
 Account/Contract No. CSX977698
 Tracking No. 1062179
 Reference Number G22005-01

Invoice

Date 03/06/2023

Customer

RINGGOLD CITY OF
 ATTN A/P
 RINGGOLD, GA 30736-0000

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars 7600.0

Fees Summary

Review Fee	\$2,500.00
Railroad Protective Liability (Only if RPL is not provided)	
Expedited Review Fee	
License Fee	\$5,100.00
Sales Tax*	
Money on File	

*Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars 7600.0

CSX Federal ID No.
 CSX Canadian ID No.
 CSX Quebec ID No.

54-6000720
 105203095 RC 0001
 1022434469 IC 0001

Please remit payment to:

Legal Address:
 500 Water Street, J180
 Jacksonville, FL 32202
 Questions? Contact:

CSX Transportation, Inc.

Mailing Address:
 500 Water Street, J180
 Jacksonville, FL 32202
DEANNA_PAXON@CSX.COM
 904-359-3145



Be Right™

Quotation

Quote Number: 100897151v3

Use quote number at time of order to ensure
that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 03/29/2023

Quote Expiration: 05/28/2023

PLEASE CONFIRM BILL TO:
CITY OF RINGGOLD
CITY HALL
150 TENNESSEE ST
RINGGOLD, GA 30736-2121

PLEASE CONFIRM SHIP TO:
150 TENNESSEE ST
RINGGOLD, GA 30736-2121

Name: Mark Vaughn
Phone: 706-935-3061
Email: citymanager@cityofringgoldga.gov

Customer Account Number : 034451

Sales Contact: Shaun O'Grady Email: shaun.ograde@hach.com Phone: 970-580-5975

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	LXV445.99.10112	TU5300sc Low Range Laser Turbidimeter, EPA Version. Standard lead time 10 days.	2	2,710.00	5,420.00
2	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter. Standard lead time 5 days.	2	49.15	98.30
3	LZY898	Stabcal Primary Standards Set without RFID (10 NTU, 20 NTU, 600 NTU), for TU5200, TU5300sc, and TU5400sc Laser Turbidimeters. Standard lead time 7 days.	1	597.00	597.00
4	LZX849	Digital extension cable for SC sensors, 10m. Standard lead time 10 days.	1	210.00	210.00
5	WRTUPGTU53XX - 4 VISIT	WarrantyPlus Service Agreement includes one start-up and three preventative maintenance/calibration visits per year, all parts, labor, and travel for on-site repairs, unlimited technical support calls, and free firmware updates. Automatic Cleaning Module is not covered under this offering.	2	899.00	1,798.00
6	LXV525.99AAB541	SC4500 w/o plug Claros LAN+mAOutput 1mDigSensor 1mAInput	1	3,767.00	3,767.00
7	LXV525.99KTO053	SC4500 LAN Bundle, mA Output	1	4,006.00	4,006.00
8	LXZ524.99.00011	Ethernet cable M12 to M12, 10 m. Standard lead time 25 days.	1	303.00	303.00

Line	Part Number	Description	Qty	Unit Price	Extended Price
				Grand Total	\$ 16,199.30

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TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Shaun O'Grady
 Title: Inside Sales Account Manager
 Phone: 970-580-5975
 Email: shaun.ogrady@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer, which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

**HACH COMPANY****Headquarters**

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance


2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
Protect your investment & peace of mind ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk www.hach.com/service-contracts	Pick&Ship™ Program offers a better way to keep your supplies in stock ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them www.Hach.com/pickandship	Provides post-sale instrumentation and application support ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment	✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.	✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020

Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Collect ⁴ Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usagetaxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

5-3061



City Council Agenda Request Form

blem

fications

Date Submitted *

04-05-2023



Date

Disabilities

Council Meeting Date *

04-10-2023



Date

catlons

Person Requesting Agenda *

Rhonda

First Name

Swaney

Last Name

on

Mailing Address *

nings

140 Guyler St

nts and Bid

Street Address

Street Address Line 2

os

Ringgold

Ideas

City

id

Georgia

State / Province

reements

30736

Postal / Zip Code

ative

Daytime Phone *

s

(423) 503-2441

el

ation Form

Item to be considered by City Council: *

Pickleball/Recreational complex funding

in Dig



Reason for item to be discussed: *

Move forward on construction

Estimated cost of implementation: *

See Mr Vaughns email

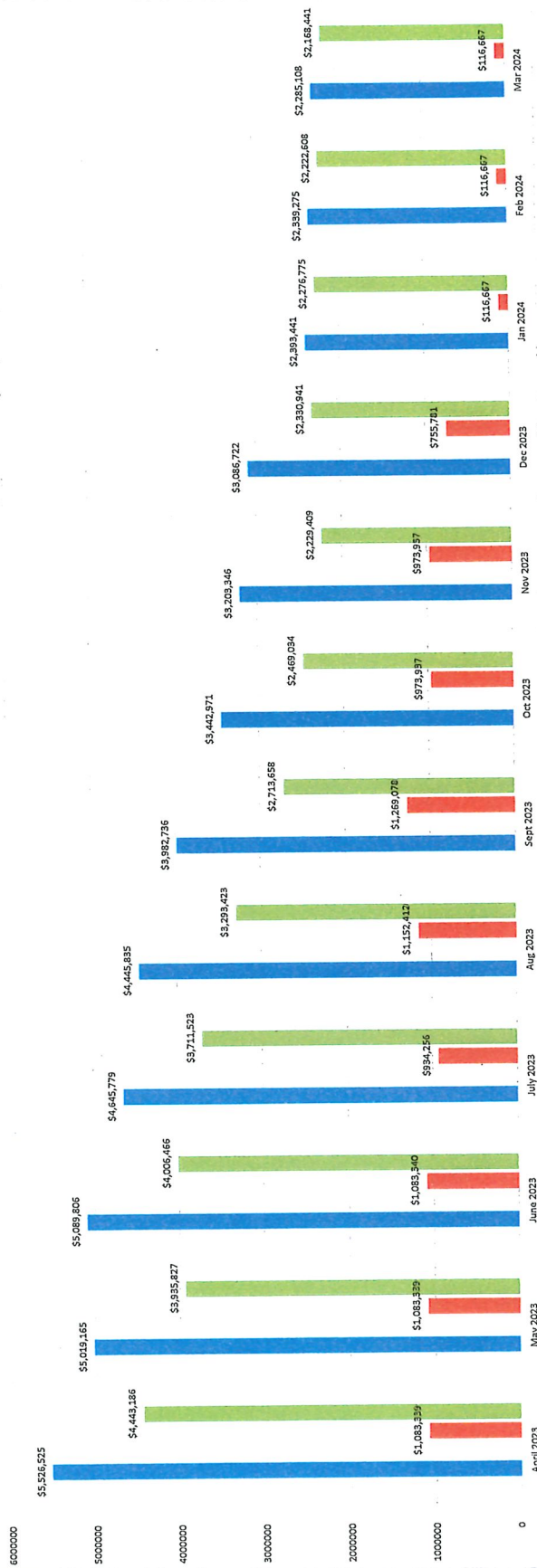
12 Month Cash Flow Forecast

	April 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024
Builtwell Bank General Fund	\$ 4,702,546	\$ 4,443,186	\$ 3,935,827	\$ 4,006,466	\$ 3,711,523	\$ 3,293,423	\$ 2,713,658	\$ 2,469,034	\$ 2,229,409	\$ 2,330,941	\$ 2,276,775	\$ 2,222,608
Investment Maturities	\$ 248,000	\$ -	\$ 578,000	\$ 130,000	\$ 225,000	\$ 180,000	\$ 220,000	\$ 225,000	\$ 348,000			
Grants	\$ 575,979	\$ 575,979	\$ 575,979	\$ 509,313	\$ 509,313	\$ 509,313	\$ 509,313	\$ 509,313	\$ 509,313	\$ 62,500	\$ 62,500	\$ 62,500
Total Receipts	\$ 5,526,525	\$ 5,019,165	\$ 5,089,806	\$ 4,645,779	\$ 4,445,835	\$ 3,982,736	\$ 3,442,971	\$ 3,203,346	\$ 3,086,722	\$ 2,393,441	\$ 2,339,275	\$ 2,285,108
Total Disbursements	\$ 1,083,339	\$ 1,083,339	\$ 1,083,340	\$ 934,256	\$ 1,152,412	\$ 1,269,078	\$ 973,937	\$ 973,937	\$ 755,781	\$ 116,667	\$ 116,667	\$ 116,667
Net Cash	\$ 4,443,186	\$ 3,935,827	\$ 4,006,466	\$ 3,711,523	\$ 3,293,423	\$ 2,713,658	\$ 2,469,034	\$ 2,229,409	\$ 2,330,941	\$ 2,276,775	\$ 2,222,608	\$ 2,168,441

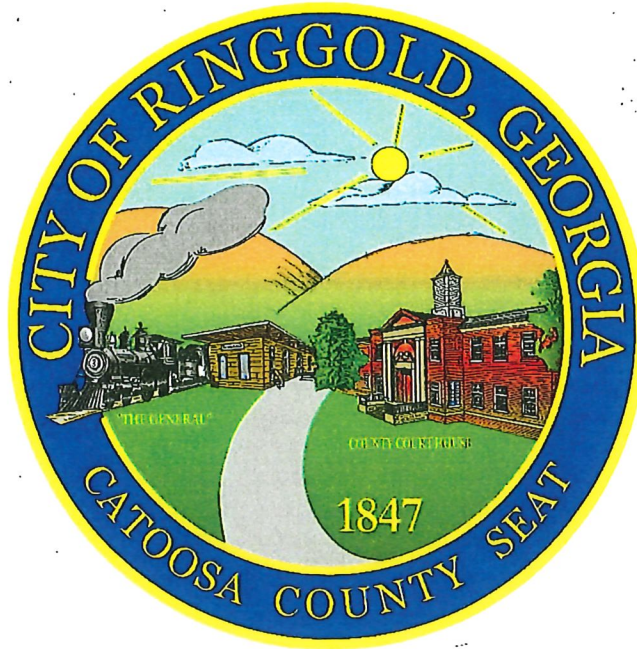
Data excludes operating expenses and projected operating revenue. Data includes all current and projected projects projected revenue and expenditures.

12 Month Cash Flow Forecast

Total Receipts Total Disbursements Net Cash



INVITATION TO BID



**CITY OF RINGGOLD
PURCHASING
P.O. BOX 579
150 TENNESSEE ST.
RINGGOLD, GA. 30736**

ITB #

FOR: POLICE CID VEHICLE FOR RINGGOLD POLICE DEPARTMENT

BID OPENING DATE:

TIME: 2:30 P.M. EST

**PLACE: Ringgold City Hall
150 Tennessee Street
Ringgold, Georgia 30736**

Bidders shall be prepared to give a complete demonstration of the merits of the machines offered as directed by the purchaser. The machines so demonstrated shall be complete as offered by the bidder for this bid.

Awards will be made to the best responsible bidder as determined by the City of Ringgold. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, experience and delivery terms shall be taken into consideration.

- 2023 Ford Escape AWD
1.5L Ecoboost w/ Start-Stop
8-speed Automatic Transmission

PROPOSAL

We have examined the specifications and agree to furnish the City of Ringgold with one 2023 Ford Escape AWD accordingly. Any deviations from the specifications will be marked exception on the bid sheet.

Description	Units	Unit Price Bid	Total Price Bid
2023 Ford Escape AWD 1.5L 4-Cylinder Engine ECOBOOST w/Start-Stop 8-speed Automatic Transmission Bluetooth Hands-free with wireless Audio Streaming Air Conditioning 3 year/36,000 Mile bumper/bumper 5 year/60,000 Mile Powertrain 5 year/60,000 mile Roadside assist Rear Parking sensors Privacy Glass Securilock anti-theft Cloth Front bucket seats Split Fold/ Slide Rear seat			
(Complete with below installed) Feniex Fusion Interior Lightbar Feniex Typhoon full function siren w/ relays Feniex Triton Siren Speaker Feniex 400 Quad Bar w/ flood light with L brackets Feniex 400 quad bar with L brackets Feniex t-3 Tag lights with bracket Antenna Coax kit for radio Feniex Drop-in LED (6)			

TOTAL BID COST FORMAT

Purchased Price including delivery to \$ _____
 150 Tennessee Street, Ringgold GA, 30736

Delivery Date _____

Comply to All Specs _____ YES _____ NO

Any Exceptions are to be Noted: _____

Bids shall be submitted in a sealed opaque envelope and shall be marked on the outside with the name of the submitting company, and the words “-2023 Ford Escape AWD – CID Police Vehicles”.

Any deviation from the requirements set forth for the labeling of the bid envelopes shall result in said bid being returned to the bidder unopened and any such bid shall not be considered.

Sealed bids shall be addressed to the attention of Chief Jennifer Jones and mailed to the City of Ringgold, P.O. Box 579, Ringgold, Ga. 30736 or hand delivered to the City Hall at 150 Tennessee St., Ringgold, Ga. All bids shall be received on or before the above designated date and time. Any bid received after this date and time shall not be accepted. Bids shall be typed or submitted in ink. Bids will be opened and read publicly. Bids are legal and binding upon the bidder when submitted.

It is understood that this contract, if accepted by the City of Ringgold, is entered into solely for the convenience of the City and in no way precludes the City from obtaining like goods from other suppliers upon prior approval of the City Manager. Such approval shall be made at the sole discretion of the City of Ringgold and shall be conclusive.

The City of Ringgold reserves the right to accept or reject any or all bids for any reason, to waive technicalities, and to make an award deemed in its best interest. The City of Ringgold shall have the right to delete a unit item from the bid if necessary or proper in the sole determination of the City of Ringgold.

We certify that our bid meets the minimum requirements as specified in bid documents, this _____ day of _____.

AUTHORIZED SIGNATURE

TITLE

PRINTED NAME OF SIGNATURE

COMPANY

ADDRESS

CITY/STATE/ZIP CODE

EMAIL ADDRESS: _____

TELEPHONE NUMBER

FAX NUMBER

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Ringgold, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.C.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

Nicki Lundeen

From: Earl Henderson <noreply@jotform.com>
Sent: Tuesday, April 4, 2023 11:28 AM
To: Nicki Lundeen; Mark Vaughn
Subject: Re: Ringgold, GA - City Council Agenda Request Form - Earl Henderson

**Ringgold, GA - City Council Agenda Request Form**

Date Submitted 04-04-2023
Council Meeting Date 04-10-2023
Person Requesting Agenda Earl Henderson
Mailing Address Street Address: 408
Street Address Line 2: Sparks St
City: Ringgold
State / Province: GA
Postal / Zip Code: 30736
Daytime Phone (423) 991-6470
Item to be considered by City Council: Demolition of building on Tennessee street
Reason for item to be discussed: Citizens concern/Eyesore
Estimated cost of implementation: ?
Signature Earl Henderson

You can [edit this submission](#) and [view all your submissions](#) easily.

STARR-MATHEWS AGENCY

7604 Nashville Street
P.O. Box 850
Ringgold, GA 30736
(706)935-3731

City of Ringgold
P.O. Box 579
Ringgold, GA 30736

INVOICE**P62**

Customer	City of Ringgold
Acct #	18151
Date	04/04/2023
Customer Service	Barton Mathews Jennifer Hammock
Page	1 of 1

Payment Information	
Invoice Summary	\$ 116,804.00
Payment Amount	
Payment for:	Invoice#886916 H6306P42869ATIL22

Thank You

Please cut along this line and return with payment



Customer: City of Ringgold

Invoice	Effective	Transaction	Description	Amount
886916	04/05/2023	Renew policy	Policy #H6306P42869ATIL22 04/05/2023-04/05/2024 Saville Public Entity / Travelers Property Casualty Co of America Package, General Liability and Auto Policy Renewals - Renew policy	116,804.00
				Total
				\$ 116,804.00

Thank You

STARR-MATHEWS AGENCY
7604 Nashville Street P.O. Box 850
Ringgold, GA 30736

(706)935-3731

Date

04/04/2023

STARR-MATHEWS AGENCY

7604 Nashville Street
P.O. Box 850
Ringgold, GA 30736
(706)935-3731

City of Ringgold
P.O. Box 579
Ringgold, GA 30736

INVOICE**P63**

Customer	City of Ringgold
Acct #	18151
Date	04/04/2023
Customer Service	Barton Mathews Jennifer Hammock
Page	1 of 1

Payment Information	
Invoice Summary	\$ 6,624.80
Payment Amount	
Payment for:	Invoice#886915
W32039230201	

Thank You

Please detach and return with payment



Customer: City of Ringgold

Invoice	Effective	Transaction	Description	Amount
886915	04/05/2023	Renew policy	Policy #W32039230201 04/05/2023-04/05/2024 Bailey Special Risks, Inc. / Beazley Insurance Company Cyber Liability - Renew policy Surplus Lines Tax - Renew policy Company Fee - Renew policy	6,020.00 254.80 350.00
				Total
				\$ 6,624.80

Thank You

STARR-MATHEWS AGENCY
7604 Nashville Street P.O. Box 850
Ringgold, GA 30736

(706)935-3731

Date

04/04/2023

**State of Georgia and Local Governments: Memorandum of Understanding
Concerning National Settlements with Teva Pharmaceutical Industries Ltd.,
Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS
Pharmacy, Inc., and Walgreen Co.**

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel.* Chris Carr, Attorney General (the “State”), and certain Georgia Local Government entities (“LGs”) concerns the harms visited upon Georgia’s citizens and the State itself by certain manufacturers, distributors, and pharmacies (“Opioid Defendants”) of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold the Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the “National Distributor and J&J Settlements”).

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visited upon Georgia’s citizens and the State itself in the opioid crisis (the “2022 MOU”).

During November and December of 2022, Teva Pharmaceutical Industries Ltd. (“Teva”), Allergan Finance, LLC (“Allergan”), Walmart Inc. (“Walmart”), CVS Health Corporation and CVS Pharmacy, Inc. (“CVS”), and Walgreen Co. (“Walgreens”), respectively, agreed to national settlement frameworks (collectively, “Opioid Settlements”) that the State of Georgia and LGs are eligible to join.

During December, 2022, the State entered into each of the Opioid Settlements. The LGs have until April 18, 2023 to opt in to the respective Opioid Settlements.

This Memorandum of Understanding (“Memorandum” or “2023 MOU”) aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlements to

remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. “Legislative Bar” means O.C.G.A. § 10-13B-1 *et seq.*
- b. “Local Government Opioid Funds” means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. “Opioid Funds” means the total monetary amounts obtained through the Opioid Settlements as defined in this 2023 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlements.
- d. “Opioid Settlement(s)” means the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, dated November 22, 2022, November 22, 2022, November 14, 2022, December 9, 2022, and December 9, 2022, respectively.
- e. “Parties” shall mean the State and the Participating Local Governments.
- f. “Participating Local Governments” shall mean:
 - (i.) all litigating subdivisions listed on Exhibit “C” of the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, and
 - (ii.) nonlitigating subdivisions listed on Exhibit “G” of the National Teva, Allergan, Walmart, CVS and Walgreens Settlementsthat choose to sign on to the Opioid Settlements and this Memorandum.

- g. “Released Entities” means the entities defined as such in each respective Opioid Settlement.
- h. “State Opioid Funds” means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. “Trust” means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. “Trustee” means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a national Settlement Administrator(s) as defined in each respective Opioid Settlement and distributed pursuant to each respective Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in an Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the sheriff agreed to participate shall be allocated to that county’s sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in an Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in an Opioid Settlement, at least 1% of the

Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlements and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU and this 2023 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Distribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2023 MOU as under the 2022 MOU, including reporting

requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlements, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlements, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the

total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlements.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Administrator(s) and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

- j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

- a. All Parties expressly acknowledge that this 2023 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that each of the Opioid Settlements is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

- a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlements, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- b. The Parties shall endeavor, insofar as is reasonably practicable, to keep each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning non-disclosure, or similar non-disclosure obligation concerning negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to any Opioid Settlement in the event such Opioid Settlement(s) is(are) terminated by the parties to them.
- e. By entering into this Memorandum, a local government agrees to participate in each of the five Opioid Settlements, provided, however, an LG that has bellwether claims as described in O.C.G.A. § 10-13B-3(b) may choose to participate only in Opioid Settlements against non-bellwether defendants.¹
- f. If less than 65% of the litigating LGs participate in the Opioid Settlements, this Memorandum is voidable by the State.

* * * * *

¹ In the event an LG elects to participate in the Memorandum and in Opioid Settlement(s) against non-bellwether defendants as permitted under this Section VIII.e, the Memorandum shall apply to that LG only as to the Opioid Settlement(s) in which it is participating.

ATTACHED EXHIBITS:

**EXHIBIT 1: ACKNOWLEDGEMENT AND AGREEMENT TO BE
 BOUND TO MEMORANDUM OF UNDERSTANDING**

EXHIBIT 1**ACKNOWLEDGEMENT AND AGREEMENT
TO BE BOUND BY MEMORANDUM OF UNDERSTANDING**

WHEREFORE, the undersigned, as a duly-appointed representative of the below-referenced entity, acknowledges the following:

- _____ [NAME OF ENTITY] has received the **State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.**
- The undersigned is a duly-appointed representative of _____ [NAME OF ENTITY], and has the authority to execute this document and bind _____ [NAME OF ENTITY] to the Memorandum.
- _____ [NAME OF ENTITY] is either represented by legal counsel, or has the ability to obtain advice from legal counsel, concerning the contents and implication of the Memorandum.
- The undersigned, on behalf of _____ [NAME OF ENTITY], understands and acknowledges the terms of the Memorandum, and _____ [NAME OF ENTITY] agrees to be bound by its terms.
- No party is under duress or undue influence.

/s/ _____

Name: _____

Title: _____

Date: _____

Entity: _____

Designated Contact for Purposes of Section VIII.b:

Name: _____

Title: _____

Address: _____

Email: _____