

**AGENDA FOR THE REGULARLY SCHEDULED CITY OF COLLEGEDALE COMMISSION
MEETING TO BE HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE,
ON MONDAY, JUNE 06, 2022 AT 6:00 P.M.**

- I. Call to Order by the Mayor
- II. Invocation and Pledge of Allegiance
- III. Roll Call by City Recorder
- IV. Approval of previous meeting minutes
 1. May 16, 2022- Commission meeting minutes
- V. Comments from Citizens
- VI. Unfinished Business
 - None
- VII. New Business
 1. First Reading, Ordinance #1106, an ordinance of the City of Collegedale, Tennessee amending the fiscal year 2021-2022 budget
 2. First Reading, Ordinance #1107, an ordinance of the City of Collegedale, Tennessee, providing for the general revenue thereof for the fiscal year 2022-2023
 3. First Reading, Ordinance #1108, an ordinance of the City of Collegedale, Tennessee, adopting the annual budget for the fiscal year beginning July 1, 2022 and ending June 30, 2023
 4. First and Final Reading, Resolution #534, a resolution to annex certain territory known as Hamilton County Tax Map Parcel 132 053 upon owner request and with written consent of the owner
 5. Approval of emergency funding for culvert replacement on Tallant View Terrace
 6. Approval to have EPB install a pedestrian light pole and fixture in the ROW on Watkins Street adjacent to the Serv-Pro addition
 7. Approval for sale of abandoned aircraft
 8. Approval of new members to the Parks and Recreation Board
 9. Approval of sewer manhole lining bid
 10. Approval of sewer lining cleaning bid
- VIII. Request for reports from City Administration/Commissioners by the Mayor
- IX. Adjournment

**THE MINUTES OF THE REGULARLY SCHEDULED CITY OF COLLEGEDALE BOARD OF
COMMISSIONERS MEETING HELD IN THE MUNICIPAL BUILDING IN COLLEGEDALE, TENNESSEE
ON MONDAY, MAY 16, 2022 AT 6:00 P.M.**

INVOCATION AND PLEDGE OF ALLEGIANCE:

PRESENT: Mayor Katie Lamb, Vice Mayor Tim Johnson, Commissioner Debbie Baker, Commissioner Phil Garver, City Attorney Sam Elliott, City Manager Wayon Hines, City Recorder Kristi Wheeler

KEY MANAGERS: Assistant City Manager & CFO Michelle Toro, Building & Codes Director Andrew Morkert, Director of Public Works Eric Sines

ABSENT: Commissioner Ethan White, Planning & Community Development Director Kelly Martin, Chief of Police Jack Sapp, Airport & Safety Director Chris Swain

GUESTS: Andrew Arnold, Jamie Heath, Kevin Hicks, Sam Shorrosh

5-16-2022 (1351) COMMISSION MINUTES– April 18, 2022

It was moved by Vice Mayor Johnson and seconded by Commissioner Baker to accept the minutes of the commission meeting on April 18, 2022.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1352) COMMISSION WORKSHOP MINUTES– APRIL 25, 2022

It was moved by Commissioner Garver and seconded by Commissioner Baker to accept the minutes of the commission workshop meeting on April 25, 2022.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

Mayor Lamb opened the commission meeting for citizen comments at 6:01pm. No comments were made.

5-16-2022 (1353) FIRST AND FINAL READING, RESOLUTION #533, CALLING FOR A PUBLIC HEARING TO ANNEX HAMILTON COUNTY TAX PARCEL 132 053

It was moved by Commissioner Garver and seconded by Vice Mayor Johnson to approve Resolution #533, a resolution calling for a public hearing on the proposed annexation of territory within Hamilton County Tax Parcel 132 053 into the City of Collegedale, Tennessee by owner request, and approving a plan of services for same.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1354) APPROVAL OF CANNON & CANNON, INC. WORK AUTHORIZATION #4 FOR APISON PIKE SEWER RELOCATION

It was moved by Commissioner Garver and seconded by Commissioner Baker to approve Work Authorization #4 to Cannon & Cannon, Inc. for professional engineering services associated with Apison Pike Phase 4 Sewer Relocation for the amount of \$32,060, with the total amount to be reimbursed by TDOT.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1355) APPROVAL OF TDOT MOU FOR CONSULTANT ENGINEERING SERVICES

It was moved by Vice Mayor Johnson and seconded by Commissioner Baker to approve the TDOT Memorandum of Understanding for consultant engineering services with Cannon & Cannon, Inc.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1356) BID APPROVAL FOR PAVING CITY STREETS

It was moved by Vice Mayor Johnson and seconded by Commissioner Garver to approve the bid from Wright Brothers to pave eight city streets as well as to stripe 37 miles of city streets, for the amount of \$916,400.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1357) APPROVAL FOR SALE OF PARKS AND RECREATION DEPARTMENT'S BOX TRUCK

It was moved by Commissioner Garver and seconded by Commissioner Baker to approve the sale of the Parks and Recreation Department's box truck, with the plan to purchase a smaller van for the Parks and Recreation Department in the FY' 22-23 budget.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1358) APPROVAL OF MOU BETWEEN THE POLICE DEPARTMENT AND THE TENNESSEE DEPARTMENT OF HUMAN SERVICES STATE LAW ENFORCEMENT BUREAU

It was moved by Vice Mayor Johnson and seconded by Commissioner Garver to approve the MOU between the Police Department and the Tennessee Department of Human Services State Law Enforcement Bureau. The purpose of the MOU is to set forth the conditions and responsibilities of Local Law Enforcement Agencies to conduct investigations into possible Supplemental Nutrition Assistance Program retailer fraud and acquire Electronic Benefit Transfer cards for such law enforcement and investigative activities. There is no cost for this service.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1359) APPROVAL TO AGREE TO TERMS AND CONDITIONS OF CARFAX FOR POLICE PROGRAMS

It was moved by Commissioner Baker and seconded by Vice Mayor Johnson for approval to agree to Terms and Conditions of the CARFAX for Police Programs. There is no cost for this service.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1360) APPROVAL TO PURCHASE TRAINING EQUIPMENT FROM ULTIMATE TRAINING MUNITIONS

It was moved by Commissioner Garver and seconded by Vice Mayor Johnson to approve the purchase of training equipment from Ultimate Training Munitions for the police department for the total amount of \$10,588.34 which is an increase of \$588.34 in the current budget for the purchase.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1361) APPROVAL FOR VERIZON CONTRACT CHANGE FROM FEDERAL TO STATE OF TENNESSEE FOR CELL PHONE SERVICE

It was moved by Vice Mayor Johnson and seconded by Commissioner Garver to approve the change of the Verizon contract for cell service from Federal to the State of Tennessee.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1362) APRIL FINANCE REPORT

It was moved by Vice Mayor Johnson and seconded by Commissioner Garver to accept the April finance report as presented by Assistant City Manager & CFO Michelle Toro.

ROLL CALL:

COMMISSIONER BAKER	YEA
COMMISSIONER GARVER	YEA
COMMISSIONER WHITE	ABSENT
VICE MAYOR JOHNSON	YEA
MAYOR LAMB	YEA

5-16-2022 (1363) MOTION TO ADJOURN

It was moved by Vice Mayor Johnson and seconded by Commissioner Garver to adjourn the meeting. No roll call was taken.

The meeting was adjourned 6:21PM

Mayor, Katie Lamb

City Recorder, Kristi Wheeler

ORDINANCE #1106

**AN ORDINANCE OF THE CITY OF COLLEGEDALE, TENNESSEE
AMENDING THE FISCAL YEAR 2021-2022 BUDGET**

WHEREAS, the City of Collegedale adopted the fiscal year 2021-2022 budget by passage of Ordinance Number 1095 on June 21, 2021 and

WHEREAS, pursuant to the Tennessee state constitution, Section 24 of Article II, no public money shall be expended except pursuant to appropriations made by law; and

WHEREAS, pursuant to the Municipal Budget Law of 1982, as found in the *Tennessee Code Annotated* section 6-56-209, the Board of Commissioners has the authority to authorize the Finance Director to transfer moneys from one appropriation to another within the same fund;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF COLLEGEDALE, TENNESSEE THAT CHANGES BE MADE TO THE FISCAL YEAR 2021-2022 BUDGET AS FOLLOWS:

SECTION 1. Ordinance Number 1095 is hereby amended as follows:

General Fund

Legislative	\$	2,100
Municipal Court	\$	186,421
Election	\$	-
Administration	\$	893,590
Planning/Econ. Dev.	\$	382,593
Building/Codes	\$	678,005
Other General Gov.	\$	3,524,375
Police Dept.	\$	2,800,605
Fire Protection	\$	1,085,895
Public Works	\$	2,377,507
Parks & Rec.	\$	172,857
Waste Collection/Disp.	\$	518,542
Debt	\$	426,937
Total Expenditures	\$	13,049,427

SECTION 2. The Finance Director is hereby authorized to make said changes in the accounting system.

SECTION 3. This ordinance shall take effect immediately upon final passage.

PASSED ON 1st READING: _____ YEA _____ NAY _____

PASSED ON 2nd READING: _____ YEA _____ NAY _____

MAYOR

ATTEST: _____
CITY RECORDER

APPROVED: _____
CITY ATTORNEY

ORDINANCE #1107

AN ORDINANCE OF THE CITY OF COLLEGEDALE, TENNESSEE, PROVIDING FOR THE GENERAL REVENUE THEREOF FOR THE FISCAL YEAR 2022-2023 TO BE KNOWN AS THE GENERAL REVENUE FOR SAID YEAR.

BE ORDAINED BY THE CITY OF COLLEGEDALE, TENNESSEE, AS FOLLOWS:

Section 1: That there be and there is hereby levied a tax on each One Hundred Dollars (\$100.00) of taxable property in the City of Collegedale, Tennessee as of July 1, 2022 through June 30, 2023.

General Fund Tax \$1.3897

Section 2: The engaging in any vocation, occupation, business, or business activity, enumerated, described, or referred to in Classification 1,2,3,4, of Chapter 387, Public Acts of Tennessee for year 1971 (Title 67, TCA, Chapter 58), is hereby declared to be a privilege and each person as defined in said Act, shall pay for exercising of said privilege to the City the same authorized and permitted to be charged by municipalities under the provisions of said Act. All of the provisions of said Chapter 59, Title 67, TCA insofar as they are applicable to or pertain to the levying of taxes by municipalities, are hereby adopted as through specifically set forth herein.

Section 3: This ordinance shall be known as the General Revenue Ordinance for the Fiscal Year 2022-2023, and shall take effect from and after its final passage, the public welfare of the City of Collegedale, Tennessee, requiring it.

Approved as to Form:

City Attorney

Mayor

Passed on First Reading

City Recorder

Passed on Second and Final Reading

ORDINANCE #1108

**AN ORDINANCE OF THE
CITY OF COLLEGEDALE, TENNESSEE
ADOPTING THE ANNUAL BUDGET
FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023**

WHEREAS, Tenn, Code Ann. § 9-1-116 requires that all funds of the State of Tennessee and all its political subdivisions shall first be appropriated before being expended and that only funds that are available shall be appropriated; and

WHEREAS, the Municipal Budget Law of 1982 requires that the governing body of each municipality adopt and operate under an annual budget ordinance presenting a financial plan with at least the information required by that state statute, that no municipality may expend any moneys regardless of the source except in accordance with a budget ordinance and that the governing body shall not make any appropriation in excess of estimated available funds; and

WHEREAS, the Governing Body has published the annual operating budget and budgetary comparisons of the proposed budget with the prior year (actual) and the current year (estimated) in a newspaper of general circulation not less than ten (10) days prior to the meeting where the Board will consider final passage of the budget.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COLLEGEDALE, TENNESSEE AS FOLLOWS:

SECTION 1: That the governing body projects anticipated revenues from all sources and appropriates planned expenditures for each department, board, office or other agency of the municipality, herein presented together with the actual annual receipts and expenditures of the last preceding fiscal year and the estimated annual expenditures for the current fiscal year, and from those revenues and unexpended and unencumbered funds as follows for fiscal year 2023, and including the projected ending balances for the budget year, the actual ending balances for the most recent ended fiscal year and the estimated ending balances for the current fiscal years:

GENERAL FUND			
	Actual FY 2021	Estimated FY 2022	Budget FY 2023
Cash Receipts			
Taxes	\$ 9,302,841	\$ 9,926,000	\$ 8,817,000
Nontax Revenue	3,198,458	1,532,890	4,581,707
Debt Proceeds			
Total Cash Receipts	\$ 12,501,299	\$ 11,458,890	\$ 13,398,707
Appropriations			
General Government	\$ 4,354,770	\$ 4,690,793	\$ 4,833,085
Public Safety	3,103,507	3,353,643	3,697,452
Public Works	1,351,506	1,569,409	1,444,363
State Street Aid	725,072	590,140	729,392
Public Welfare and Recreation	604,158	674,748	670,742
Debt Service	551,605	426,937	442,285
Capital Outlay	759,535	1,058,757	1,457,500
Total Appropriations	\$ 11,450,153	\$ 12,364,427	\$ 13,274,819
Change in Fund Balance (Receipts - Appropriations)	1,051,146	(905,537)	123,888
Beginning Fund Balance July 1	10,816,006	11,867,152	10,961,615
Ending Fund Balance June 30	\$ 11,867,152	\$ 10,961,615	\$ 11,085,503
Ending Fund Balance as a %	103.6%	88.7%	83.5%

TECHNOLOGY FUND			
	Actual FY 2021	Estimated FY 2022	Budget FY 2023
Cash Receipts			
Court Fines and Costs	\$ 3,175	\$ 2,000	\$ 2,000
Total Cash Receipts	\$ 3,175	\$ 2,000	\$ 2,000
Appropriations			
Police	\$ -	\$ 1,000	\$ 1,000
Total Appropriations	\$ -	\$ 1,000	\$ 1,000
Change in Fund Balance (Receipts - Appropriations)	3,175	1,000	1,000
Beginning Fund Balance July 1	7,695	10,870	11,870
Ending Fund Balance June 30	\$ 10,870	\$ 11,870	\$ 12,870
Ending Fund Balance as a %	0.0%	1187.0%	1287.0%

SEWER FUND		Actual	Estimated	Budget
		FY 2021	FY 2022	FY 2023
Cash Receipts				
Sewer Fees		\$ 2,590,107	\$ 2,502,883	\$ 3,345,277
Tap Fees		\$ 47,900	\$ 20,000	\$ 40,000
Debt Proceeds		\$ -	\$ -	
	Total Cash Receipts	\$ 2,638,007	\$ 2,522,883	\$ 3,385,277
Appropriations				
Sewer Expense		\$ 1,938,885	\$ 5,055,359	\$ 3,362,028
	Total Appropriations	\$ 1,938,885	\$ 5,055,359	\$ 3,362,028
Change in Fund Balance (Receipts - Appropriations)		699,122	(2,532,476)	23,249
Beginning Fund Balance July 1		8,188,676	8,887,798	6,355,322
Ending Fund Balance June 30		\$ 8,887,798	\$ 6,355,322	\$ 6,378,571
Ending Fund Balance as a %		458.4%	125.7%	189.7%

AIRPORT FUND		Actual	Estimated	Budget
		FY 2021	FY 2022	FY 2023
Cash Receipts				
Revenue		\$ 812,987	\$ 741,731	\$ 766,595
	Total Cash Receipts	\$ 812,987	\$ 741,731	\$ 766,595
Appropriations				
Expense		\$ 399,553	\$ 707,770	\$ 753,873
	Total Appropriations	\$ 399,553	\$ 707,770	\$ 753,873
Change in Fund Balance (Receipts - Appropriations)		413,434	33,961	12,722
Beginning Fund Balance July 1		4,621,929	5,035,363	5,069,324
Ending Fund Balance June 30		\$ 5,035,363	\$ 5,069,324	\$ 5,082,046
Ending Fund Balance as a %		1260.2%	716.2%	674.1%

DRUG FUND	Actual FY 2021	Estimated FY 2022	Budget FY 2023
Cash Receipts			
Fines And Forfeitures	\$ 12,318	\$ 2,000	\$ 2,000
Total Cash Receipts	\$ 12,318	\$ 2,000	\$ 2,000
Appropriations			
Drug Enforcement	\$ 5,001	\$ 1,000	\$ 1,000
Total Appropriations	\$ 5,001	\$ 1,000	\$ 1,000
Change in Fund Balance (Receipts - Appropriations)	7,317	1,000	1,000
Beginning Fund Balance July 1	26,378	33,695	34,695
Ending Fund Balance June 30	\$ 33,695	\$ 34,695	\$ 35,695
Ending Fund Balance as a %	673.8%	3469.5%	3569.5%

SECTION 2: At the end of the fiscal year 2022, the governing body estimates fund balances or deficits as follows:

Fund	Estimated Fund Balance at June 30, 2022
General Fund	\$10,961,615
Technology Fund	\$11,870
Sewer Fund	\$6,355,322
Airport Fund	\$5,069,324
Drug Fund	\$34,695

SECTION 3: That the governing body herein certifies that the condition of its sinking funds, if applicable, are compliant pursuant to its bond covenants, and recognizes that the municipality has outstanding bonded and other indebtedness as follows:

General Fund Bonded or Other Indebtedness	Debt Authorized and Unissued	Principal Outstanding at June 30, 2022	FY2023 Principal Payment	FY2023 Interest Payment
Notes -				
March 15, 2021-9 years	\$4,000,000	\$3,638,000	375,000	\$67,285

SECTION 4: During the coming fiscal year (2023) the governing body has pending and planned capital projects with proposed funding as follows:

GF-Pending Capital Projects	Pending Capital Projects Total Expense	Pending Capital Projects Expense Financed by Grant Proceeds	Pending Capital Projects Expense by Revenues and/or Reserves
Development Code revision	\$ 125,000		\$ 125,000
Medic 5 remodel	\$ 135,000		\$ 135,000
City Hall interior paint	\$ 58,000		\$ 58,000
Ford F-150	\$ 40,000		\$ 40,000
City Hall sign	\$ 24,000		\$ 24,000
City Hall office relocation	\$ 15,000		\$ 15,000
EDC rear paneling upgrade	\$ 5,500		\$ 5,500
4 Dodge Durangos/1 F-150 equipped	\$ 295,000		\$ 295,000
K-9 Program start-up	\$ 33,000		\$ 33,000
Glock Handguns	\$ 9,000		\$ 9,000
Greenway/Sidewalk projects	\$ 200,000		\$ 200,000
Bucket Truck for Hooklift	\$ 80,000		\$ 80,000
4X4 Tractor	\$ 75,000		\$ 75,000
Mini Excavator	\$ 55,000		\$ 55,000
Equipment storage	\$ 40,000		\$ 40,000
Automated Garbage Truck	\$ 268,000		\$ 268,000
Totals	\$1,457,500	\$0	\$1,457,500

SECTION 5: No appropriation listed above may be exceeded without an amendment of the budget ordinance as required by the Municipal Budget Law of 1982 (Tenn. Code Ann. § 6-56-208). In addition, no appropriation may be made in excess of available funds except to provide for an actual emergency threatening the health, property or lives of the inhabitants of the municipality and declared by a two-thirds (2/3) vote of at least a quorum of the governing body in accord with Tenn. Code Ann. § 6-56-205.

SECTION 6: A detailed financial plan will be attached to this budget and become part of this budget ordinance.

SECTION 7: There is hereby levied a property tax of \$1.3897 per \$100 of assessed value on all real and personal property.

SECTION 8: This annual operating and capital budget ordinance and supporting documents shall be submitted to the Comptroller of the Treasury or Comptroller's Designee for approval pursuant to Title 9, Chapter 21 of the Tennessee Code Annotated within fifteen (15) days of its adoption. If the Comptroller of the Treasury or Comptroller's Designee determines that the budget does not comply with the Statutes, the Governing Body shall adjust its estimates or make additional tax levies

sufficient to comply with the Statutes or as directed by the Comptroller of the Treasury or Comptroller's Designee.

SECTION 9: All unencumbered balances of appropriations remaining at the end of the fiscal year shall lapse and revert to the respective fund balances.

SECTION 10: All ordinances or parts of ordinances in conflict with any provision of this ordinance are hereby repealed.

SECTION 11: This ordinance shall take effect July 1, 2022, the public welfare requiring it.

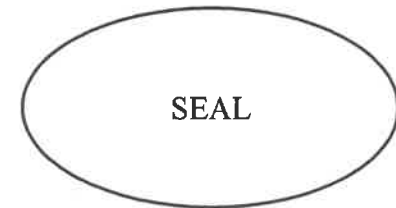
Passed 1st Reading: _____

Passed 2nd Reading: _____

Mayor

ATTESTED:

City Clerk



RESOLUTION # 534

A RESOLUTION TO ANNEX CERTAIN TERRITORY KNOWN AS HAMILTON COUNTY TAX MAP PARCEL 132 053 UPON OWNER REQUEST, AND WITH WRITTEN CONSENT OF THE OWNER, AND TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARY OF COLLEGEDALE, TENNESSEE

(Don Chastain, principal representative for Grindstone Estates, LP)

WHEREAS, Don Chastain (Grindstone Estates, LP) is the owner of the territory referenced in *Exhibit A* as “Subject Property” and more particularly described in *Exhibit B*; and

WHEREAS, said owner provided written, notarized consent dated March 21, 2022 for the annexation of said territory, a copy of which is attached hereto as *Exhibit C*; and

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

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

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

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

WHEREAS, the Collegedale Municipal Planning Commission considered the proposed annexation and plan of services at its regular meeting on May 9, 2022 and recommends approval of same; and

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

WHEREAS, a public hearing on the proposed annexation and Plan of Services was held by the Mayor and Board of Commissioners on May 16, 2022; and

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

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

- A.** That under the authority conferred by T. C. A. §6-51-101, et seq., the territory depicted in *Exhibit A* as “Subject Property,” further described in *Exhibit D*, along with any abutting and appurtenant public rights-of-way now existing, are hereby annexed to the City of Collegedale, Tennessee, and incorporated within the corporate boundaries thereof; and
- B.** That the Plan of Services for this territory which is attached as *Exhibit D* hereto is approved and the same is hereby adopted.

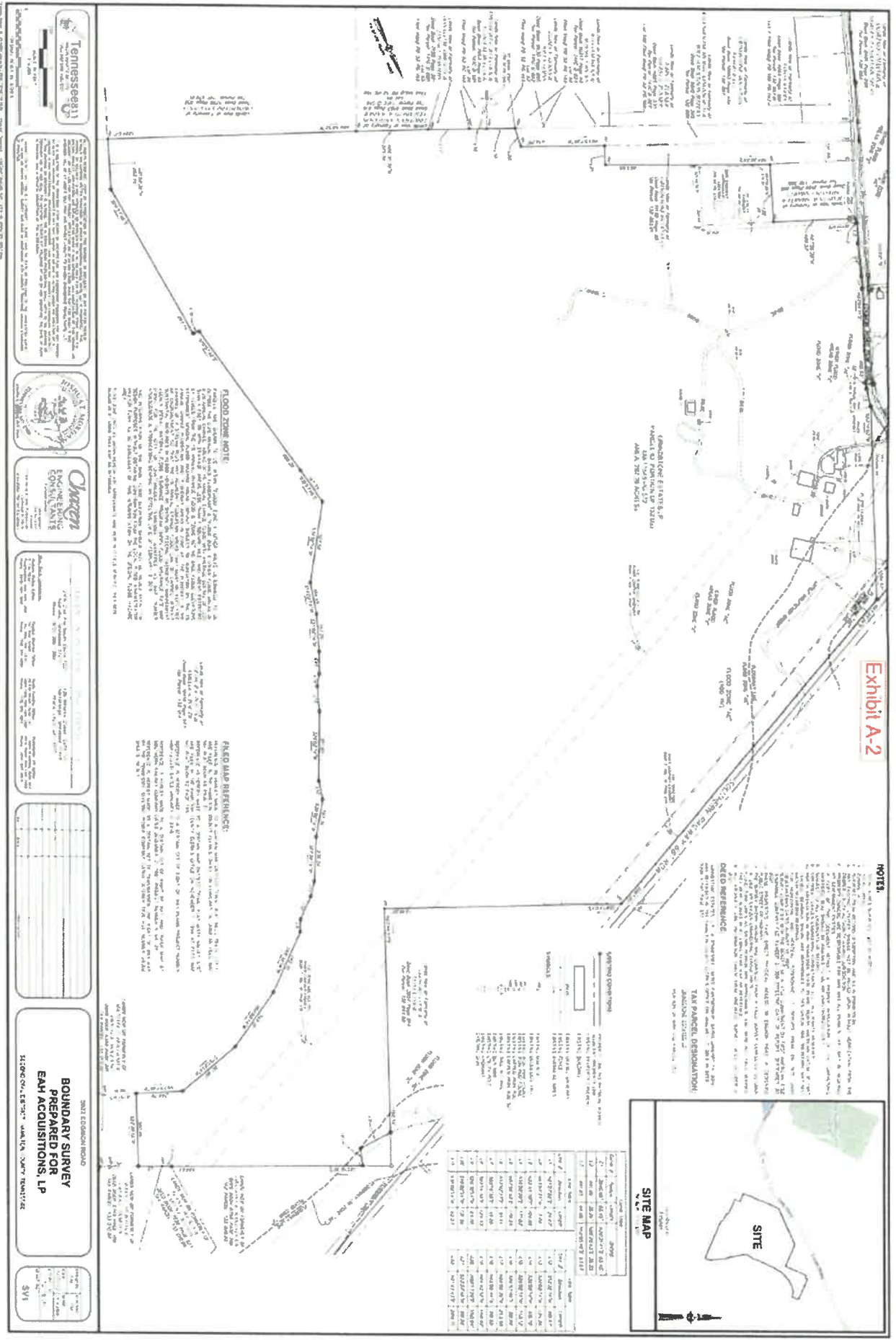
PASSED: _____

MAYOR OF COLLEGEDALE, TENNESSEE: _____

ATTEST: _____ CITY RECORDER

APPROVED AS TO FORM: _____ CITY ATTORNEY

EXHIBIT A



**EXHIBIT
B**

BEING A TRACT OF LAND LYING IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE, more particularly described as follows:

To find the Point of Beginning commence from the intersection of Cloverlan Hills Dr & Edgmon Rd in a northeasterly direction along Edgmon Rd approx. 2110' to the Point of Beginning located in the eastern right of way of Edgmon Rd, being 25' from the center line, the southwestern most corner of the herein described tract and common corner with of Charles W. & Phyllis Smartt Db 2109 Pg 896 & Lot 1 of Hills Trace P8 68 Pg 37 being an iron rod found; thence with the right of way of Edgmon Rd along the western line of Lot 1 of Hills Trace N 21°27'52" E a distance of 24.87' to an iron rod found; thence with the eastern right of way of Edgmon Rd the following calls: N 67°57'37" W a distance of 7.49' to a point; N 22°45'30" E a distance of 104.86' to a point; N 18°08'50" E a distance of 171.03' to a point; thence with a curve turning to the right with an arc length of 65.45', with a radius of 3040.99', with a chord bearing of N 20°31'41" E, with a chord length of 65.45' to a point; N 23°04'11" E a distance of 485.93' to a point; thence with a curve turning to the left with an arc length of 35.26', with a radius of 441.95', with a chord bearing of N 20°28'43" E, with a chord length of 35.25' to a point; thence with a compound curve turning to the left with an arc length of 94.05', with a radius of 441.95', with a chord bearing of N 12°05'46" E, with a chord length of 93.87' to a point and common corner with Andrew F. & Shirley Z. Chastain Trust; thence leaving the right of way of Edgmon Rd with line of Chastain Trust N 23°14'03" E a distance of 1004.57' to a point located on the eastern right of way of Norfolk Southern Railway; thence with the eastern right of way N 65°25'34" E a distance of 2087.20' to a capped iron rod set and common corner with Ledford & Elissa Cook Db 3954 Pg 814; thence with line of Cook the following two call: S 66°15'03" E a distance of 1238.25' to iron rod found; N 23°44'57" E a distance of 1166.10' to a point and common corner with Gregory K. Rakestraw Db 6758 Pg 785, thence with line of Rakestraw the following three calls: N 87°08'42" E a distance of 178.25' to a point; N 17°42'57" E a distance of 91.51' to a point; S 65°16'30" E a distance of 995.63' to a point and common corner with Alan C. & Karyn L. Wilson Db 7239 Pg 527; thence with line of Wilson S 65°16'30" E a distance of 49.26' to a capped iron rod found and common corner with Jerry L. & Laura L. Morton Db 5745 Pg 709; thence with line of Morton S 65°16'30" E a distance of 125.33' to a point; thence leaving the line of Morton S 23°38'12" W a distance of 380.49' to a point located on the line of Arthur K. Poe & Amelia A. Poe Trust; thence with the line of Poe Trust the following calls: N 67°57'46" W a distance of 244.79' to a point; S 75°02'14" W a distance of 361.80' to a point; S 60°02'14" W a distance of 345.35' to a point; S 49°32'14" W a distance of 345.35' to a point; S 26°32'14" W a distance of 65.78' to a point; S 49°02'14" W a distance of 131.56' to a point; S 38°02'14" W a distance of 82.23' to a point; S 27°32'14" W a distance of 230.24' to a point; S 35°02'14" W a distance of 197.35' to a point; S 13°32'14" W a distance of 98.67' to a point; S 26°02'14" W a distance of 361.80' to a point; S 20°02'14" W a distance of 131.56' to a point; S 35°02'14" W a distance of 65.78' to a point; S 25°02'14" W a distance of 115.12' to a point; S 21°02'14" W a distance of 197.35' to a point; S 14°02'14" W a distance of 164.45' to a point; S 34°02'14" W a distance of 427.58' to a point; S 09°57'46" E a distance of 197.35' to a point; S 10°57'46" E a distance of 888.05' to a point; S 86°57'46" E a distance of 32.89' to a point; S 04°57'46" E a distance of 861.74' to a 36" Hickory Tree; S 21°58'38" W a distance of 262.44' to an iron rod found and common corner with Grindstone Estates Db 5796 Pg 952; thence with line of Grindstone Estates N 66°58'55" W a distance of 1294.07' to an iron rod found and common

Continued

**EXHIBIT
B**

corner with Timothy S. Anderson & Elizabeth A. Waiser Deed Book 9167 Page 616; thence with the line of Anderson & Waiser N 66°36'39" W a distance of 375.34' to a found 1/2" rebar with cap and the common corner of Donald M. Timothy & Linda J. Timothy Deed Book 71554 Page 581; thence with the line of Timothy N 66°06'39" W a distance of 215.95' to a found 1/2" rebar with cap being the common corner of Theodore C. Bullock & Audra M. Bullock Deed Book 7903 page 45; thence with the line of Bullock N 65°05'44" W a distance of 89.95' to a found 1/2" rebar with cap being the common corner of Elisia Y. Goins & Billy Goins, thence with the line of Goins N 66°42'12" W a distance of 149.92' to a found 1/2" rebar with cap being the common corner of Gwendoline M. Kingsnorth & William J. Jeffery Deed Book 9818 page 595; thence with the line of Kingsnorth & Jeffery the following two (2) calls: N 08°13'20" E a distance of 100.94' to a found 1/2" rebar; N 65°57'25" W a distance of 434.29' to a found 1/2" rebar being the common corner of Grindstone Estates, L.P. Deed Book 11132 Page 88; thence with the line of Grindstone Estates, L.P. the following two (2) calls: N 23°37'46" E a distance of 99.98' to a found 1/2" rebar, N 65°20'03" W a distance of 863.85' to a found 2" crimped metal pipe being the common corner of Smartt; thence with the line of Smartt the following two (2) calls: N 21°47'43" E a distance of 299.71' to a found 2" crimped metal pipe; N 67°55'38" W a distance of 429.57' to the Point of Beginning, having an area of 287.26 acres according to a survey by Joshua T. Morgan Dated October 6, 2021.

Request for Voluntary Annexation

March 21, 2022

City of Collegedale
Planning and Economic Development
5225 Tallant Road
Collegedale, TN 37363

Re: *Voluntary Annexation of Unincorporated Properties of Hamilton County TN*
Parcel IDs. 132 053
Hamilton County, TN 37363

Dear City Planning and Economic Development

I, Don Chastain, President of Chastain Enterprises Inc., the general partner of Grindstone Estates, L.P., the owner of below-referenced properties, would like the City of Collegedale Planning and Economic Development to consider our request for annexation. The properties in question are described in exhibit A in the unincorporated part of Hamilton County, Tennessee. The reason for this annexation is to connect to city utilities and other city services.

#1 - Parcel ID : 132 053
Unincorporated (Hamilton County)
Approximate Land Area: 287.26 Acres
Existing Hamilton County Zoning: A-1

Any additional information may be obtained by contacting us at (423) 488-6781

Sincerely, *Don Chastain*

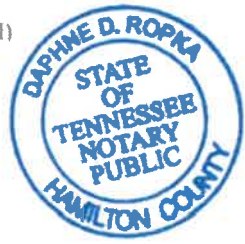
STATE OF Tennessee
COUNTY OF Hamilton

On this 23rd day of March, 2022, before me personally appeared Don Chastain, to me known to be the person (or persons) described in and who executed the foregoing instrument and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

Daphne D. Ropka
Notary's Signature

My Commission Expires: Feb 11, 2025

(Seal)



PROPOSED PLAN OF SERVICES**Annexation by Owner Consent Hamilton County Parcel 132 053****A. Police Protection**

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

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

B. Fire Protection

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

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

C. Water Service

1. Water lines, which are currently provided to the property by Eastside Utility District, will continue to be provided subject to the extension policies and practices of the Eastside Utility District.

Water service is already provided to the property being considered for annexation, and the City should not anticipate any immediate expenditure for water service as a result of annexation.

D. Electrical Service

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

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

E. Sanitary Sewer Service

1. Currently, the property is not served by a sanitary sewer system, however a City of Collegedale sewer main is located approximately 1/2 mile to the south. A sewer extension and new pump station will be required to serve the subject property.

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

F. Solid Waste Collection and Disposal

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

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

G. Street Construction and Repair (Public Streets Only)

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

5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards.

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

H. Recreational Facilities and Programs

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

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

I. Street Lighting

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

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

J. Planning Services

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

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

K. Inspections and Code Enforcement

1. A building is currently under construction within the proposed annexation area that to date has been permitted and inspected by the Hamilton County Building Department.
2. Any pending life/safety inspections, design requirements, HVAC, plumbing, electrical, and other inspections necessary for the safe completion and operation of the building shall be completed by the appropriate Hamilton County personnel.
3. Any necessary certificates of occupancy shall be issued by Hamilton County.
4. Any inspection services conducted by the City of Collegedale (building, plumbing, electrical, gas, housing, sanitation, etc.) will begin in the annexed territory following the effective date of annexation

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

L. School System

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

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

M. Other Miscellaneous Services

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

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

Electric Power Board of Chattanooga Electric Sales Order

Sales Order Number:	12205288	Bill To Name:	CITY OF COLLEGEDALE PUBLIC WORKS
Work Order Number:	12205288	Service Address:	5463 WATKINS ST COLLEGEDALE TN 37315
Contract Type:	Firm Billing	Customer Rep:	Eric Sines
Sales Order Date:	May 24, 2022	Phone Number:	423-598-8007
Designer:	Jacques Irvin	E-Mail:	esines@collegdaletn.gov
Issuing Dept:	Dist Standards & Design		
Contact Number:			

Sales Order Description:INSTALL OH & UG SEC, INSTALL 13' POLE & ACORN LIGHT AT SERVEPRO

Description	Amount
Cost Total:	\$5,272.98
Annual Revenue Credit:	\$0.00
Deposit:	\$0.00
Total:	\$5,272.98

The Electric Power Board of Chattanooga ("EPB") offers to sell the goods and provide the services to the Customer listed above ("Customer") as shown on this Electric Sales Order ("Sales Order") which shall only be valid for thirty (30) days from the Sales Order Date shown above. This Sales Order shall be legally binding upon the Customer signing within thirty (30) days from the Sales Order Date shown above and the Customer agrees to EPB's Sales Order Terms and Conditions attached to this Sales Order.

Customer

By: _____

Name: _____

Date: _____

Electric Power Board of Chattanooga

By: _____

Name: _____

Date: _____

Electric Power Board of Chattanooga Sales Order Terms and Conditions

1. Offer to Sell. EPB hereby offers to sell the goods and/or services described more fully in the Electric Sales Order, subject only to these terms and conditions and any other attachments made a part of this Sales Order by EPB. In the absence of an agreement, the Sales Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all previous written or oral representations, agreements and understandings between EPB and Customer. Customer may only accept this offer on the exact terms set forth herein, and no additional or different terms shall be applicable to the sale of the goods or services. Except to the extent expressly accepted in writing by EPB, EPB hereby affirmatively rejects any different or additional terms and conditions proposed by Customer or contained in any acknowledgement, invoice or other form of Customer, notwithstanding EPB's acceptance or payment for any goods or services or any similar act of EPB.

2. Acceptance of Offer by Customer. Customer may accept this Sales Order and these terms and conditions by signing the Sales Order.

3. Sales Order. EPB shall furnish the goods and/or services in accordance with the Sales Order, these terms and conditions, and any other documents attached to or made a part hereof by EPB.

4. Correspondence. All correspondence pertaining to the Sales Order should be addressed to the individual and address identified in the Sales Order.

5. Billing. Unless otherwise specified by EPB, EPB shall invoice Customer for the goods and/or services provided in the Sales Order plus applicable federal, state, and local taxes, and all other regulatory and governmental fees. Some taxes and fees may be imposed or become applicable retroactively and Customer will be responsible for paying any such taxes and fees. Customer shall make payment to EPB within thirty (30) days after the date of the invoice. Customer's failure to pay the total invoice amount when due may result in a late fee equal to 1.5% per month of any amount that is past due.

6. Delivery of Goods. EPB shall be responsible for packaging, loading and shipping the goods in accordance with any packaging specifications, shipping methods and other related requirements set forth in the Sales Order or otherwise agreed to in writing with Customer. If no such specifications, methods or requirements are specified, the manufacturer of the goods shall be responsible for packaging, loading and shipping the goods in a manner sufficient to prevent damage and loss to the goods during shipment. Unless specifically provided for in the Sales Order, Customer shall be responsible for freight and delivery to the destination specified in the Sales Order. Notwithstanding any provision in this Sales Order to the contrary, Customer shall bear all risks of loss and damage to the goods upon shipment.

7. Changes. EPB acknowledges and agrees that Customer may provide EPB with a written request for changes to the goods or services, as the case may be, from time to time. EPB and Customer shall review all such requests to determine the effect, if any, such requested changes may have upon cost, delivery schedule, and other terms and conditions of the Sales Order. After such changes have been assessed, EPB and Customer shall enter into a written agreement or another Sales Order signed by both parties that describes such changes, which agreement or Sales Order shall constitute an amendment to this Sales Order.

8. Inspection. Acceptance of goods and services shall occur when the goods or services delivered under this Sales Order have been inspected by Customer and determined to meet the requirements specified in the Sales Order. Customer shall make such inspection within a reasonable period of time after the delivery of the goods or completion of the services, but in no case shall this period of time be more than ten (10) days from the delivery of the goods or completion of the services. If the goods or services do not meet such requirements, Customer shall give EPB detailed written notification of the defective or nonconformance of the goods or services. At EPB's sole discretion, EPB may (i) promptly repair, replace or re-perform the defective or nonconforming goods or services or (ii) refund to Customer all returned goods or for the nonconforming services.

9. Warranties. Customer acknowledges that EPB is acting solely as a third party seller of the goods and that the manufacturer, licensor, or other vendor of the goods is solely responsible to Customer and to third parties for all liability, claims, damages, obligations, and costs and expenses related to the goods. Customer agrees to look solely to the manufacturer, licensor, or other vendor of the goods for breaches of warranty and/or for any maintenance, support, repair or replacement of the goods. The warranty made by the manufacturer, licensor or, other vendor of the goods will be assigned to Customer by EPB to the extent such assignment is permitted by law and the terms of the manufacturer. No such warranty by the manufacturer, licensor or other vendor of the goods shall apply to any goods which have been altered or repaired, other than manufacturer authorized repairs, or which have been subjected to misuse, negligence, or accident. EPB makes no other warranty, express or implied, with respect to the goods or services. EPB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE GOODS OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS.

10. **Limitation of Liability.** In no event will EPB, its directors, officers, employees, contractors or agents be liable for consequential, incidental, indirect, exemplary, punitive, or special damages, or loss of profits, business or goodwill whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, delays, or otherwise and even EPB has been advised of the likelihood of such damages. IN THE EVENT THAT EPB IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SALES ORDER OR THESE TERMS AND CONDITIONS, EPB'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER UNDER THE SALES ORDER

11. **Force Majeure.** Neither party shall be liable to the other for any failure of performance under this Sales Order due to causes beyond its control, including without limitation, acts of God, fire, flood or other catastrophe, adverse weather conditions, material or facility shortages or unavailability, lack of transportation, imposition of law, regulation, ordinance, restriction, governmental code or rules, national emergencies, insurrections, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties.

12. **Governing Law.** The Sales Order and these terms and conditions shall be governed by and interpreted and enforced under the laws of the State of Tennessee, without regard to conflicts of law provisions.

13. **Forum Choice.** The parties hereby submit to the personal jurisdiction of the courts of Hamilton County, Tennessee and agree that they shall be the exclusive venue for resolution of any disputes that may arise out of the Sales Order or these terms and conditions.

14. **Entire Agreement.** The Sales Order and these terms and conditions constitute the final, complete, and entire written agreement of the parties with respect to the subject matter of the Sales Order and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties, except as expressly referenced and adopted herein.

15. **No Waiver.** No delay or failure of either party in exercising any right or power under these terms and conditions shall operate as a waiver of such right or power to prevent the future exercise of such right or power. Any waiver at any time by either party of its rights with respect to these terms and conditions shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of these terms and conditions. Any waiver of these terms and conditions shall only be provided in writing.

16. **Severability.** If any provision of the Sales Order or these terms and conditions is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The Parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the effective date of the Sales Order.

17. **Relationship of Parties.** EPB and Customer hereby attest that they are independent parties, acting as independent contractors and independent employers. Nothing herein shall be construed to create a partnership, joint venture, agency, or any other type of fiduciary or service relationship between EPB and Customer, and neither party shall have the authority to bind the other party in any respect.

18. **No Third Party Beneficiaries.** Nothing contained in the Sales Order and these terms and conditions shall be construed as creating rights in third parties, and the parties hereby express their intent that the Sales Order or these terms and conditions are not intended to benefit third parties in any manner.

19. **Indemnification.** Each party hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property damage, growing out of or resulting from a party's obligations under the Sales Order or these terms and conditions including, without limitation, claims based upon causes of action for strict liability, contractual liability, and liability arising under any other federal, state, or local law or regulation. Each party agrees to defend, indemnify, and save harmless the other party and its director, officers, employees, agents, representatives, and insurers from and against any and all loss and expense, including court costs and reasonable attorney's fees for damages growing out of, resulting from a party's obligations under the Sales Order or these terms and conditions. A party shall not be liable for loss of life or injury to any person or damage to any property due to the sole negligence of the other party. This provision shall survive the termination or expiration of the Sales Order.

20. **Government Tort Liability.** Nothing contained in the Sales Order, these terms and conditions, or in any bond or certificate or policy of insurance or in any provision of any indemnity shall be construed to be a waiver by EPB of any provision, substantive or procedural, of the Tennessee Governmental Tort Liability Act, as amended, Tenn. Code Ann. § 29-20-101, et seq., or of any other provision of federal, state, or local law affording EPB protection from or limitation of tort or other liability.