

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EAST RIDGE**

**May 23, 2024
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda:
 - A. Approval of Minutes May 9, 2024 Council Meeting
 - B. Approval of March 2024 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **RESOLUTION NO. 3550** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN AND ASSOCIATES TO PROVIDE GRANT ADMINISTRATION AND DESIGN SERVICES FOR A LOCAL PARKS AND RECREATION FUND (“LPRF”) PROJECT AT THE EAST RIDGE COMMUNITY CENTER
 - B. **RESOLUTION NO. 3551** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE REPLACEMENT OF THE EXTERIOR SIDING AND THE PAINTING OF THE SANITATION AND STREETS 2-STORY BUILDING LOCATED AT 1015 YALE STREET
 - C. **RESOLUTION NO. 3552** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF THE EAST RIDGE COMMUNITY CENTER FOR BI-MONTHLY OPTIMIST CLUB MEETINGS
 - D. **RESOLUTION NO. 3553** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY THE EAST RIDGE OPTIMIST CLUB FOR A KARS FOR KIDS AUTO AND MOTORCYCLE SHOW FUNDRAISER

- E. **RESOLUTION NO. 3554** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ALLOW THE EAST RIDGE OPTIMIST CLUB TO USE THE CITY HALL FRONT PARKING LOT FOR THEIR ANNUAL BOO-B-QUE FUNDRAISER
- F. **RESOLUTION NO. 3555** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #002 FROM JC CURTIS CONSTRUCTION CO., LLC IN REGARD TO THE CONSTRUCTION OF THE NEW EAST RIDGE ANIMAL SHELTER
- G. **RESOLUTION NO. 3556** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE THE NOMINATION OF _____ BY COUNCILMEMBER WITT TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD
- H. **RESOLUTION NO. 3557** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE THE NOMINATION OF _____ BY COUNCILMEMBER CAGLE TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD
- I. Discussion of Tentative Agenda Items for the **June 13, 2024** City Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
June 13, 2024**

3. B. Milestone Awards for May 2024

8. **Old Business:**

9. **New Business:**

- A. **PUBLIC HEARING FOR ORDINANCE NO. ____** - Amendments to Ordinance 481 relating to the East Ridge Sign Ordinance No. 1028 (1st reading)
- B. **ORDINANCE NO. ____** - Amendments to Ordinance 481 relating to the East Ridge Sign Ordinance No. 1028 (1st reading)
- C. **ORDINANCE NO. ____** - Approval to Set the Property Tax Rate For The Year 2024 at \$1.2500 (1st reading)
- D. **ORDINANCE NO. ____** - Approval of the FY 2024-2025 Budget (1st reading)
- E. **ORDINANCE NO. ____** - Budget Amendment (1st reading)

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EAST RIDGE**

**May 9, 2024
6:00 pm**

The East Ridge City Council met pursuant to notice on May 9, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Charles Cochran, East Ridge Church of Christ gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present: Mayor Williams, Vice Mayor Haynes, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, City Manager Miller, City Attorney Litchford, and City Recorder Middleton.

Milestone Awards for April 2024 – Mayor Williams announced the milestone award recipients for April as follows:

- | | | |
|---------------------|-------------------|----------|
| • Marcus Sanderfer | Street Department | 5 years |
| • Stacy Lively | Police | 5 years |
| • Johnny Massengale | Police | 15 years |
| • Clint Uselton | Police | 25 years |

Mayor Williams thanked them for their service and stated he appreciates all employees of the City.

Attendance: 7

Consent Agenda:

A. Approval of Minutes April 25, 2024 Council Meeting

B. Declaration of Surplus Property – Police Department vehicles

Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve the Consent Agenda. The vote was unanimous. Motion approved.

Communication from Citizens:

Councilmember Tyler stated the Optimist Club will hold a food drive at Southern Honda on May 11th from 10 am – 2 pm. They will also have drop boxes at Southern Honda, the East Ridge Library, Champy's on Ringgold Road, and the YMCA Hamilton Place. He also stated if anyone is in need they can go to the East Ridge United Methodist on Prater Road on the first and third Wednesdays for assistance.

Communication from Councilmembers

Councilmember Witt had nothing at this time.

Vice Mayor Haynes wished everyone a Happy Mother's Day.

Councilmember Cagle asked everyone to remember the family of Ray Hudgens in their prayers. Mr. Hudgens recently passed away and the funeral will be Friday, May 12th at 11:30.

Mayor Williams announced the following:

- Library
 - Novel Idea Book Club – Saturday, May 11th @ 11 am
 - Lego Club first Saturday of every month 11:30 – 12:30 ages 6-11
 - Cooking the books – Last Monday of every month – a club for people who love to cook
- Parks and Recreation
 - Com. Center
 - Mothers Day's Tea Party
 - Sports, Festivals, car shows, summer ball – go to eastridgeparksandrec.com for more information.
 - Fall Festival – September 28th – 10 am – 5 pm, food, craft vendors, bounce house, etc.
 - Director Skiles gave an update on Thrillville. They open at 5 pm today. They have rides, food, petting zoo, and also have a circus at the Arena.
- Animal Shelter – The roof is on and the facility should be open in a few months.
 - Special Adoption Event – May 11th 10 am – 5 pm
 - Bissell Pet Foundation Grant – The shelter is waiving adoption fees and will be reimbursed by the Pet Foundation
 - He and Councilmember Witt attended the East Ridge High School Senior Awards Ceremony today. He stated that many awards and scholarships were given to seniors. He congratulated the Class of 2024.

Communication from City Manager:

- Multi modal – City Manager Miller stated this project is winding down. The engineers, city staff, and Talley Construction did a walk through and they are working on the punch list now. The state will come in next week for their inspection. The project should be complete by the end of May or middle of June. All lanes are open.
- Animal shelter – The building is roofed in. Sub-contractors are working on electrical, plumbing, HVAC, etc.
- Multi-Purpose Pavilion – This project is running on schedule. In March, Council gave approval to proceed with construction drawings. We should bid this project out by the middle of July.

Old Business: None

New Business:

PUBLIC HEARING FOR RESOLUTION NO. 3541 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A USE ON REVIEW FOR A VARIANCE TO THE CITY'S SIGN ORDINANCE NO. 1028 FOR LEXI HANEY, REPRESENTING STERLING HEIGHTS APARTMENTS, TO INSTALL AN OFF-PREMISE

DIRECTIONAL LEASING SIGN IN THE RIGHT-OF-WAY AT THE INTERSECTION OF GERMANTOWN ROAD AND GLEASON DRIVE - City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated that Sterling Heights did a \$2.6 million renovation to the apartments. They are requesting a variance for a two-sided 6' x 4' sign in the right-of-way at Germantown Road and Gleason Drive.

Mr. Howell stated this sign would be located in an R-1 district. Staff recommends, if approved, that the supports be enclosed to mimic a monument style sign, with a 10-foot setback. There is a directional arrow on the sign which is not allowed in off-premise signs. Zach Klassen, Director of Multifamily with Pratt Home Builders stated the apartments have been turned into something nice, but they need more exposure. No one came forward in favor of or in opposition to the variance. Mayor Williams closed the public hearing.

RESOLUTION NO. 3541 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A USE ON REVIEW FOR A VARIANCE TO THE CITY’S SIGN ORDINANCE NO. 1028 FOR LEXI HANEY, REPRESENTING STERLING HEIGHTS APARTMENTS, TO INSTALL AN OFF-PREMISE DIRECTIONAL LEASING SIGN IN THE RIGHT-OF-WAY AT THE INTERSECTION OF GERMANTOWN ROAD AND GLEASON DRIVE - City Attorney Litchford read on caption. Vice Mayor Haynes asked if the base would be stone. Mr. Howell stated it would have to mimic the signage at the apartments. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3541. The vote was unanimous. Motion approved.

RESOLUTION NO. 3542 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR CONSTRUCTION OF A MULTI-USE MOUNTAIN BIKE TRAIL AND PEDESTRIAN TRAIL AT CAMP JORDAN PARK - City Attorney Litchford read on caption. Parks and Recreation Director Skiles presented the bids as follows:

- Tailored Trails LLC \$301,639.00 10 ft or \$266,143.00 6 ft
- Lumberjacks \$38,488.52 10 ft
- Martin’s Land Clearing \$18,500.00 10 ft
- Rough Cut Trails Designs \$322,800.00 10 ft
- Trelcru \$129,888.00 10 ft

Staff recommends the bid from Martin’s Land Clearing for \$18,500. Once this project is completed, the City will have fulfilled all requirements of the TDEC land conversion for Camp Jordan. Ms. Skiles stated that Councilmember Cagle asked about property sold to WWTa. Once WWTa has completed their project, they will have 120 days to cut a nature path. Per TDEC, we must have these trails completed within 15 months. Once the trails are cut, and the onsite plan is submitted, the conversion will be complete. If we do not complete the conversion, the City will not be eligible for any more TDEC grants. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3542. The vote was unanimous. Motion approved.

RESOLUTION NO. 3543 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A COST ANALYSIS FOR GENERAL OPERATING SUPPLIES,

EQUIPMENT, AND APPLIANCES FOR THE NEW ANIMAL SHELTER - City Attorney Litchford read on caption. Development Administrator McAllister stated the analysis includes appliances, office furniture, larger enclosures, cleaning supplies, etc. The total cost analysis is \$37,633.00; however, staff is requesting the approval from the Mayor and Council to allow the City Manager or his designee not to exceed \$40,000. Funding for these expenditures will come from the contingency of the project. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3543. Mayor Williams asked about the records that might need to be transferred. Mr. McAllister stated all records are electronic. The vote was unanimous. Motion approved.

RESOLUTION NO. 3544 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE REPLACEMENT OF THE CGM CONTROLLER AND THE SNE ENGINE TO CONTROL THE ADMINISTRATION RTU HVAC SYSTEM AT CITY HALL - City Attorney Litchford read on caption. City Manager Miller stated this item was bid out and we received one bid from Daikin Applied Americas, Inc. in the amount of \$36,742.98. This project is to upgrade licensing and replace zone controller and sensors. Cost will come from the Capital Improvement Fund – Upgrades to Buildings. Mr. Cagle asked how long the parts warranty would be. Mr. Miller stated the warranty would be for one year. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3544. The vote was unanimous. Motion approved.

RESOLUTION NO. 3545 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AN ENGAGEMENT LETTER WITH HHM, CERTIFIED PUBLIC ACCOUNTANTS, FOR AUDITING SERVICES FOR FY 2023-2024 AS REQUIRED BY THE STATE OF TENNESSEE AND OTHER REGULATORY AGENCIES - City Attorney Litchford read on caption. Finance Director Qualls stated the fee has increased but the auditors are required to do more because of GASB requirements. Along with the regular audit, they will do two single audits, one for the multi-modal project and the ARPA funds. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3545. The vote was unanimous.

RESOLUTION NO. 3546 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (“TDOT”), FOR THE CITY OF EAST RIDGE TO PROVIDE MOWING SERVICES AT THE I-75, EXIT 1 INTERCHANGE, FOR FY 2024 – 2025, ON A REIMBURSEMENT BASIS - City Attorney Litchford read on caption. City Manager Miller stated the City will do the mowing at the Exit 1 interchange, and TDOT will reimburse us \$9,800 for six mowings. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3546. The vote was unanimous. Motion approved

RESOLUTION NO. 3547 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF DICKERT POND AT CAMP JORDAN BY THE EAST RIDGE OPTIMIST CLUB TO HOLD A FISHING RODEO - City Attorney Litchford read on caption. Director Skiles stated rental of equipment is \$125 and the pond is free. The Optimist club has sponsors that will provide fishing supplies and food. The club meets the City’s waiver fee policy. Vice Mayor Haynes made a motion, seconded by Vice Mayor Haynes, to approve Resolution N. 3547. The vote was unanimous. Motion approved.

RESOLUTION NO. 3548 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF THE AMERICAN WATER CHARITABLE FOUNDATION WATER AND ENVIRONMENT GRANT - City Attorney Litchford read on caption. Development Administrator McAllister stated this grant will provide expenditures, such as hand sanitizer, t-shirts, trash grabbers, etc. for the Tennessee River Rescue. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3548. The vote was unanimous. Motion approved.

RESOLUTION NO. 3549 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING THE BISSELL PET FOUNDATION’S “EMPTY THE SHELTERS” GRANT PROGRAM - City Attorney Litchford read on caption. Development Administrator McAllister stated the grant will cover adoptions from May 6 – May 15th. The amount of the grant will be determined after the City determines how many animals have been adopted. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3549. The vote was unanimous. Motion approved.

FY 2024 – 2025 Budget Presentation by the City Manager

City Attorney Litchford announced the presentation of the budget by the City Manager

Mr. Miller discussed the following highlights of the budget.

Revenue:

- Property taxes – Revenues are \$7,157,579. Total revenue is \$27,265,597 with property taxes representing 26% of that total. Incremental State Sales Tax (Border Region) is estimated at \$8,597,436.

Expenditures:

- Total personnel services total \$12,581,431.
- Total appropriations with all funds are \$27,265,597
- Proposed all funds budget for FY 2024 – 2025 is \$46,452,027, a net decrease of \$1,813,591 from \$48,265,618 in the FY 2023 – 2024 budget
- We used fund balance of state street aid for resurfacing
- ARPA funds were used for the Animal Shelter and the Multi-Modal project

General Fund

- Revenues
 - Property Taxes: The proposed tax rate is \$1.2500, the same as in the previous two years. Residential assessments increased more than \$3.7 million from FY 2023-2024 due to home sales and new residential construction. Commercial assessments increased by \$969,160 due to new commercial construction. Estimated property tax revenue is \$6,657,579.

- Other Revenues: Includes Local Option Sales Tax and State Sales Tax, as well as Wholesale Beer Tax, Alcoholic Beverage Tax, Building and associated permits, etc.
- Expenditures
 - Personnel costs account for 66% of the general operating fund. We will eliminate some positions and add some for a net increase of one position. Positions added will be effective in January 2025.
 - The City Manager is proposing a cost-of-living increase of 3% across the board.
 - Police will receive an inverted graduated amount. We are last as far as salaries with Red Bank, Soddy Daisy, Collegedale, and Hamilton County being higher.
 - We will establish a performance evaluation system budgeted at \$80,000.
 - Salary adjustments for certain employees were included.
 - Medical insurance with Cigna will increase 10%. We did comparisons with other companies and decided to stay with Cigna.
 - Other expenditures include additional audit services, cyber insurance, increases in uniform costs, costs for referees and umpires, and new IT equipment for various departments.
 - Capital Outlay
 - Police - Ten vehicles to replace Dodge Chargers
 - Fire – Used Truck to replace Jeep Cherokee or Ford Taurus
 - Street Department – Mower
 - Traffic Control – New central control box
 - Recreation – replacement mower, replacement gator, and shade structure for splash pad.
 - Mr. Miller also discussed other funds including Debt Service Fund, State Street Aid Fund, Grant Fund, Drug Fund, Capital Improvement Fund, and the American Rescue Plan Act Fund. He stated we may need to increase the sanitation fee next year by \$1.00 or \$1.50.

Mr. Miller stated we are providing the same level of service with no tax increase.

Mayor Williams thanked City Manager Miller and the department heads for the work they did on the budget. Mr. Miller stated this was a team effort.

Mayor Williams asked the Council if they would like to have a budget workshop or just meet one-on-one with the City Manager. Councilmember Cagle stated he would like to meet one-on-one with the City Manager. Mr. Cagle asked if the tax rate of 25% that applies to owner-occupied duplexes also applies to tri-plexes. Mr. Miller stated this only applies to duplexes.

Discussion of Tentative Agenda Items for the May 23, 2024 City Council Meeting

- **Old Business:** None
- **New Business:**

- **ORDINANCE NO. ____ - Amendments to Ordinance 481 relating to Ordinance 1028, the East Ridge Sign Ordinance (1st reading)** – Chief Building Official Howell stated staff is looking at amending the sign ordinance No. 1028, relating to lighting regulations for store fronts, store front signage, and multi-tenant detached monument signs. The Planning Commission reviewed proposed amendments and made additional changes. Councilmember Tyler asked if these regulations would include neon beer signs in restaurants. Mr. Howell stated that it would. City Manager Miller would like to postpone this item until the first meeting in June in order to give council time to look at these items more in depth.
- **RESOLUTION NO. ____ – Approval of an Agreement with Kimley Horn to Provide Grant Administration and Design Services for the Local Parks and Recreation Fund (“LPRF”) Grant for the Community Center** - Development Administrator McAllister stated four firms submitted statements of qualifications. The committee interviewed all four firms that submitted qualifications and selected Kimley Horn.
- **RESOLUTION NO. ____ – Approval of Bids for Installation of Exterior Siding and Painting - Sanitation/Streets Building (Bid Opening May 14, 2024)** – Mr. Miller stated we advertised for bids for this project, which were opened on May 14th. Bids will be submitted at the May 23rd meeting.
- **RESOLUTION NO. ____ - Appointment to the Industrial Development Board (Councilmember Witt)** – Mayor Williams stated that both Councilmember Witt and Councilmember Cagle have appointments to the Industrial Development Board.
- **RESOLUTION NO. ____ - Appointment to the Industrial Development Board (Councilmember Cagle)** – No discussion
- **RESOLUTION NO. ____ - Waive fee for Optimist Club meetings at Community Center** – Director Skiles stated the Optimist Club is asking for the City to waive fees for this item and the following two items.
- **RESOLUTION NO. ____ - Waive fee for Optimist Club Annual Kars-for-Kids Auto and Motorcycle Show and Swap Meet at Camp Jordan Arena**
- **RESOLUTION NO. ____ - Waive fee for Optimist Club Boo-b-Que**

Other:

Councilmember Cagle would like a copy of the sign ordinance which approved neon lights for windows in businesses. Mayor Williams stated he thought that pertained to message signs.

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
Mar-24Unaudited Spent YTD 75.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,569,000	5,982,049	6,213,144	94.58%	75.00%
31200	Property Taxes (Delinquent)	500,000	526,337	195,603	39.12%	75.00%
31610	Local Sales Tax - Co. Trustee	3,600,000	2,912,122	3,160,376	87.79%	75.00%
31611	Incremental State Sales Tax	9,304,398	6,237,367	7,397,436	79.50%	75.00%
31710	Wholesale Beer Tax	420,000	313,056	313,612	74.67%	75.00%
31800	State Net Allocation	290,000	98,196	73,230	25.25%	75.00%
31810	Minimum Business Licenses	7,000	9,217	3,423	48.91%	75.00%
31824	Solicitors Permit	0	0	90	0.00%	75.00%
31827	5% State Commission	22,000	1,832	5,123	23.29%	75.00%
31912	* Cable TV Franchise Tax	200,000	111,997	98,030	49.01%	75.00%
31961	Liens Collected by Trustee	25,000	37,221	25,687	102.75%	75.00%
32120	Wrecker Licenses	350	350	400	114.29%	75.00%
32200	Alcoholic Beverage Tax	200,000	173,646	179,068	89.53%	75.00%
32210	Beer Licenses & Etc.	8,000	7,884	7,131	89.14%	75.00%
32220	Liquor Licenses	3,500	3,450	1,450	41.43%	75.00%
32225	Fireworks Fees/Permits	3,000	0	4,000	133.33%	75.00%
32226	Annual Fireworks Permit Fee	300	0	400	133.33%	75.00%
32610	Building Permits	200,000	163,000	78,750	39.38%	75.00%
32615	Fire Preventions/Permits	1,000	1,545	1,390	139.00%	75.00%
32620	Electrical Permits	30,000	21,695	14,187	47.29%	75.00%
32630	Plumbing Permits	15,000	15,425	10,269	68.46%	75.00%
32640	Natural Gas Permits	2,000	964	1,784	89.20%	75.00%
32650	Excavating Permits (St. Opening	4,000	4,430	11,400	285.00%	75.00%
32660	Zoning Permits	4,000	3,850	2,850	71.25%	75.00%
32671	Regular Sign Permits	3,500	2,945	3,630	103.71%	75.00%
32672	Temporary Sign Permits	300	75	0	0.00%	75.00%
32690	Plan Review Fees	100	0	0	0.00%	75.00%
32691	Tree Trimming Permits	100	0	30	30.00%	75.00%
32905	Other Code Enforcement Fees	25,000	37,246	21,620	86.48%	75.00%
32960	Yard Sale Permits	200	0	30	15.00%	75.00%
32990	Mechanical Permits	15,000	17,706	16,591	110.61%	75.00%
33140	ARPA Funds - Federal	0	3,142,492	0	0.00%	75.00%
33190	FEMA/TEMA FY 2021	0	18,280	0	0.00%	75.00%
33191	Direct Appropriation State of TN	300,000	5,000,000	300,000	100.00%	75.00%
33410	State Law Enforcement Education	37,600	31,200	31,200	82.98%	75.00%
33430	State Fire Service Educational Grant	19,200	20,000	0	0.00%	75.00%
33510	State Sales Tax	2,627,122	1,744,072	1,800,930	68.55%	75.00%
33511	Interstate Telecom. Sales Tax	5,000	2,475	3,185	63.69%	75.00%
33512	Sportsbetting	32,000	25,375	29,467	92.08%	75.00%
33513	Occuacity Tax	1,500	1,063	1,547	103.10%	75.00%
33515	State Sales Tax/Telecommunications	500	793	0	0.00%	75.00%
33520	State Income Tax	0	0	0	0.00%	75.00%
33530	** State Beer Tax	10,192	5,505	5,340	52.39%	75.00%
33540	State Mixed Drink Tax	95,000	66,365	84,253	88.69%	75.00%
33552	State-City Streets And Transportation	40,565	23,689	27,073	66.74%	75.00%
33560	Seized/Awarded by State	0	0	0	0.00%	75.00%
33591	* TVA - Gross Receipts Tax	266,004	136,644	136,057	51.15%	75.00%
33593	Corporate Excise Tax	6,000	6,139	1,386	23.10%	75.00%
34121	Clerks' Fees - Business Tax	2,000	2,045	1,490	74.50%	75.00%
34211	Accident Report Charges	2,000	3,051	1,316	65.80%	75.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
34212	Driver Licenses Reinstatement Fee	2,000	1,045	730	36.50%	75.00%
34221	Ridgeside Fire Service Contract	116,604	74,388	87,453	75.00%	75.00%
34231	Police Services	0	187	882	0.00%	75.00%
34314	Mowing	9,800	0	0	0.00%	75.00%
34500	Donations - New Animal Shelter	5,000	8,396	3,930	78.60%	75.00%
34515	Rabies & Spay/Neuter Cert.	500	0	225	45.00%	75.00%
34516	Registration	500	135	1,468	293.60%	75.00%
34517	Adoption	1,000	185	1,077	107.70%	75.00%
34518	Board & Impound Fees	1,000	95	535	53.50%	75.00%
34520	A/S Donations-Designated	1,000	500	300	30.00%	75.00%
34641	Indoor Soccer Income	178,350	139,944	180,246	101.06%	75.00%
34642	Community Center Income	40,000	29,108	34,975	87.44%	75.00%
34643	Outdoor Soccer Fees	70,000	67,590	83,970	119.96%	75.00%
34644	Baseball Fees	35,000	31,188	41,393	118.27%	75.00%
34645	Softball Fees	25,000	27,208	17,303	69.21%	75.00%
34646	Gate	30,000	30,342	19,261	64.20%	75.00%
34648	Adult League - Softball	30,000	1,169	28,615	95.38%	75.00%
34649	Concerts/Events - Camp Jordan	10,000	4,038	715	7.15%	75.00%
34651	Multi-Purpose Building (Arena)	140,000	114,806	95,457	68.18%	75.00%
34652	Pavilion Rental	18,000	8,080	12,920	71.78%	75.00%
34653	Track Rental	2,000	288	1,102	55.10%	75.00%
34654	Field Rental	62,000	55,194	35,787	57.72%	75.00%
34655	Amphitheater	14,000	10,500	10,679	76.28%	75.00%
34656	Concessions	40,000	27,566	34,008	85.02%	75.00%
34657	Overnight - Rv Rental	18,000	15,960	10,817	60.09%	75.00%
34658	Tournament Team Fees	1,500	480	2,375	158.33%	75.00%
34712	Sponsorship/Parks & Rec	5,000	2,700	4,650	93.00%	75.00%
34720	Football Gate	3,000	0	4,939	164.64%	75.00%
34751	Basketball Gate	18,000	16,851	17,433	96.85%	75.00%
34742	Basketball Player Fees	16,000	15,730	22,470	140.44%	75.00%
34743	Football Player Fees	11,000	10,090	21,063	191.49%	75.00%
34744	Photography	1,200	679	567	47.24%	75.00%
34745	Vending/Concessions	8,000	5,086	14,215	177.68%	75.00%
34746	Cheerleading	2,000	1,608	940	47.00%	75.00%
34747	Rent-Arena Equipment	25,000	3,500	17,519	70.08%	75.00%
34749	Soccer Field Rentals	60,000	45,677	61,013	101.69%	75.00%
34760	Library Charges	1,200	779	580	48.33%	75.00%
34761	Library - Copies	1,500	354	643	42.86%	75.00%
34794	Community Center M. Fee	1,000	565	1,170	117.00%	75.00%
35100	Municipal Court Fines & Costs	400,000	276,932	234,788	58.70%	75.00%
35110	Forfeiture of Bond	0	0	6,000	0.00%	75.00%
35120	Public Defender Fees	500	25	0	0.00%	75.00%
35150	Diversion Filing	300	0	0	0.00%	75.00%
36100	Interest Earnings	5,000	7,177	7,752	155.03%	75.00%
36211	Rent - Cell Tower	42,925	9,694	39,694	92.47%	75.00%
36310	Sale of Land	0	250,000	0	0.00%	75.00%
36330	Sale Of Equipment	10,000	16,046	1,625	16.25%	75.00%
36350	Insurance Recoveries	50,000	55,165	57,234	114.47%	75.00%
36901	Pipes/Culverts	3,000	2,723	656	21.88%	75.00%
36902	Repayment - Damages- Traffic Device	0	0	0	0.00%	75.00%
36903	Christmas Parade	500	645	595	119.00%	75.00%
36905	Police - Sale of Surplus	15,000	19,017	15,863	105.76%	75.00%
36906	Fire - Sale of Surplus	5,000	14,784	766	15.33%	75.00%
36990	Miscellaneous Revenues	25,000	28,330	10,551	42.20%	75.00%
36992	Hamilton County	20,000	0	0	0.00%	75.00%
37200	AHO - Fines/Court Costs	1,500	300	0	0.00%	75.00%
	Use of Fund Balance	245,450	0	0	0.00%	75.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
Total Revenues		26,725,760	28,372,998	21,512,925	81.24%	75.00%
EXPENDITURES						
41000	General Government	1,308,188	1,011,709	1,164,574	89.02%	75.00%
41100	Administrative	1,051,215	806,518	756,409	71.96%	75.00%
41111	City Council	99,490	79,631	69,884	70.24%	75.00%
41210	Municipal Court	395,640	280,369	262,600	66.37%	75.00%
41520	City Attorney	137,075	115,498	69,359	50.60%	75.00%
41800	Buildings & Grounds Maintenance	362,274	237,663	183,244	50.58%	75.00%
41900	City Hall Complex	51,975	43,695	37,048	71.28%	75.00%
42100	Police	2,525,428	1,567,262	1,814,180	71.84%	75.00%
42121	Criminal Investigation	879,088	501,495	496,255	56.45%	75.00%
42123	Patrol	2,811,004	1,942,767	2,149,648	76.47%	75.00%
42125	School Resource	300,000	0	70,809	23.60%	75.00%
42125	Traffic Division	343,290	125,118	116,321	33.88%	75.00%
42200	Fire Department	3,654,114	1,969,383	2,890,629	79.11%	75.00%
42400	Building/Planning/Zoning	688,506	410,328	447,068	64.93%	75.00%
43110	Highway And Street	640,288	341,508	450,048	70.29%	75.00%
43120	Traffic Control & Street Markers	389,132	248,224	293,648	75.46%	75.00%
43170	Transfer Station/Brush Pit/Fleet	9,600	9,319	10,863	113.15%	75.00%
44140	Animal Control	339,617	248,812	227,080	66.86%	75.00%
44410	Parks and Recreation	1,151,350	625,288	793,158	68.89%	75.00%
44420	Multi-Purpose Recreation Bldg	278,454	187,350	183,947	66.06%	75.00%
44430	Community Center	303,540	136,508	226,098	74.49%	75.00%
44450	McBrien Complex	1,400	881	714	51.02%	75.00%
44610	Soccer - Recreation	69,400	42,795	37,036	53.37%	75.00%
44620	Soccer - Indoor	72,700	80,823	109,896	151.16%	75.00%
44630	Baseball/Softball	82,700	27,273	46,344	56.04%	75.00%
44640	Football/Cheer	17,550	13,893	17,373	98.99%	75.00%
44650	Adult Softball	54,800	20,485	24,531	44.76%	75.00%
44700	Basketball	18,000	17,736	24,281	134.90%	75.00%
44800	Libraries	301,906	184,260	182,627	60.49%	75.00%
44810	History Museum	1,225	785	415	33.87%	75.00%
46500	Community Development Programs	10,000	8,513	3,863	38.63%	75.00%
43530	Transfer to ARPA Fund	0	0	0	0.00%	75.00%
47200	Economic Development	6,705,798	7,392,028	6,336,993	94.50%	75.00%
49100	Debt Service	96,013	0	96,013	100.00%	75.00%
49400	Capital Projects - Transfer Out	2,279,613	375,000	0	0.00%	75.00%
Total Expenditures		26,725,760	19,052,917	19,592,956	73.31%	75.00%
Total ## General Fund		0	9,320,081	1,919,969		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State Grant - TIP Funds	415,000	3,107	1,847	0.45%	75.00%
33460	State Grant - HIP Funds	260,000	8,276	12,773	4.91%	75.00%
33550	2017 Gas Tax Improve	200,000	135,343	115,247	57.62%	75.00%
33551	State Gasoline And Motor Fuel Tax	570,000	391,808	383,828	67.34%	75.00%
33558	City Transport Mod Tax (Electric)	0	0	578	0.00%	75.00%
36100	Interest Earnings	100	134	141	141.26%	75.00%
36330	Sale of Equipment	0	0	0	0.00%	75.00%
	Use of Fund Balance	1,474,849	0	0	0.00%	75.00%
	Total Revenues and Other Sources	2,919,949	538,668	514,415	35.60%	75.00%
EXPENDITURES						
43190	State Street Aid	2,919,949	230,790	227,133	7.78%	75.00%
	Total Expenditures	2,919,949	230,790	227,133	7.78%	75.00%
Total	## State Street Aid Fund	0	307,879	287,282		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33109	CSX Transportation Grant - 2022	0	25,000	0	0.00%	75.00%
33114	TML Driver Safety Grant	4,000	4,000	0	0.00%	75.00%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	75.00%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	75.00%
33493	TML Safety Grant	3,000	3,000	3,000	100.00%	75.00%
36100	Interest Earnings	0	14	1	0.00%	75.00%
36420	Police Traffic Safety Grant	0	4,548	0	0.00%	75.00%
36421	TN AM Grants	0	1,000	1,000	0.00%	75.00%
36422	Target Grant	0	0	0	0.00%	75.00%
36423	Animal Foundation Grants	0	0	425	0.00%	75.00%
36711	Safety Conservation Grant	4,000	4,750	0	0.00%	75.00%
36920	THS089-Police	0	1,120	0	0.00%	75.00%
36921	Homeland Security - Police	0	0	0	0.00%	75.00%
36922	Homeland Security - Fire	0	0	0	0.00%	75.00%
36925	Violent Crime Intervention Grant	190,000	0	123,322	64.91%	75.00%
36962	Operating Transfers-Capital Projects	0	0	0	0.00%	75.00%
	Use of Fund Balance	8,000	18,399	62,824	0.00%	75.00%
	Total Revenues and Other Sources	210,000	61,831	190,571	63.24%	75.00%
EXPENDITURES						
43150	Grants	210,000	61,831	190,571	89.25%	75.00%
	Total Expenditures	210,000	61,831	190,571	89.25%	75.00%
Total	## Grant Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	0	6,175	61.75%	75.00%
33560	Seized/Awarded by State	35,000	99,222	41,814	119.47%	75.00%
35200	Drug Fines	20,000	21,819	8,911	44.55%	75.00%
35400	Sale of Confiscated Property	2,000	0	0	0.00%	75.00%
36990	Misc. Revenues	0	0	500	0.00%	75.00%
	Use of Fund Balance	0	0	0	0.00%	75.00%
	Total Revenues and Other Sources	67,000	121,041	57,400	85.67%	75.00%
EXPENDITURES						
42129	Drug Investigation and Control	67,000	18,273	15,453	23.06%	75.00%
	Total Expenditures	67,000	18,273	15,453	23.06%	75.00%
Total	## Drug Investigation Fund	0	102,768	41,947		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Rev	6,628,998	3,669,829	6,227,447	93.94%	75.00%
36100	Interest Earnings	0	7	27	0.00%	75.00%
	Transfer In	0	0	0	0.00%	75.00%
	Use of Fund Balance	0	155,000	0	0.00%	75.00%
	Total Revenues and Other Sources	6,628,998	3,824,836	6,227,473	93.94%	75.00%
EXPENDITURES						
	Economic Development	5,557,478	3,824,836	5,155,927	92.77%	75.00%
	Debt Payment	1,071,520	0	0	0.00%	75.00%
	Total Expenditures	6,628,998	3,824,836	5,155,927	77.78%	75.00%
Total	## Economic Development Fund	0	0	1,071,546		75.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	0	0	0	0.00%	75.00%
34416	Special Assessment - Garbage	1,629,279	1,421,602	1,431,169	87.84%	75.00%
34418	Extra Cans	1,500	1,425	1,350	90.00%	75.00%
34420	Dumpster Rentals	6,000	3,766	4,240	70.67%	75.00%
34422	Recycling - Transfer Station	2,000	2,786	3,743	187.15%	75.00%
34426	Sale Of Mulch	200	54	0	0.00%	75.00%
34430	Refuse Collection And Disposal	2,000	722	536	26.82%	75.00%
36330	Sale of Equipment	0	0	0	0.00%	75.00%
36350	Insurance Recoveries	0	0	0	0.00%	75.00%
	Use of Fund Balance	0	233,581	66,545	0.00%	75.00%
	Total Revenues and Other Sources	1,640,979	1,663,936	1,507,584	87.82%	75.00%
EXPENDITURES						
43200	Solid Waste	1,906,979	1,663,936	1,507,584	76.06%	75.00%
	Total Expenditures	1,906,979	1,663,936	1,507,584	76.06%	75.00%
Total	## Solid Waste Fund	-266,000	0	0		

Budget amended to reflect payment of garbage truck ordered in FY 2023.

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	713,774	463,742	491,483	68.86%	75.00%
36100	Interest Earnings	1,000	36,648	79,515	7951.47%	75.00%
37940	Transfer In	1,401,000	0	329,480	23.52%	75.00%
	Use of Fund Balance	0	137,592	168,403	0.00%	75.00%
	Total Revenues and Other Sources	2,115,774	637,982	1,068,881	42.56%	75.00%
EXPENDITURES						
49111	Camp Jordan - Phase Two - 2020	145,564	124,590	125,282	86.07%	75.00%
49114	Refunding Bond Issue - 2021	836,763	97,981	88,381	10.56%	75.00%
49300	Series 2022 Bond Issue	726,325	18,915	490,772	67.57%	75.00%
49310	2015 - Exit One/Capital Projects	208,875	210,750	208,875	100.00%	75.00%
49410	Public Safety Capital Outlay Note	0	48,955	0	0.00%	75.00%
49411	Public Safety Capital Outlay Note	0	481	0	0.00%	75.00%
49412	Public Safety - Lease Purchase	37,800	30,000	0	0.00%	75.00%
49413	Public Safety - Capital Outlay Note	106,917	106,309	102,041	95.44%	75.00%
49414	Public Safety - Lease Purchase	53,530	0	53,530	100.00%	75.00%
	Total Expenditures	2,115,774	637,982	1,068,881	50.52%	75.00%
Total	## TML Loan Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	0	0	0	0.00%	75.00%
33120	TDOT 2015 Multi Modal Grant	3,000,000	0	146,234	4.87%	75.00%
33123	Dog Dash Grant	0	0	0	0.00%	75.00%
34510	Dog Park Donations	0	0	0	0.00%	75.00%
36421	TN American Water Grant	0	250,000	0	0.00%	75.00%
36915	Bond Proceeds	7,000,000	1,739,630	2,289,244	32.70%	75.00%
36992	Hamilton County	1,000,000	0	0	0.00%	75.00%
37940	Operating Transfers - Other Funds	2,279,613	1,361,442	0	0.00%	75.00%
	Use of Fund Balance	0	226,861	703,725	0.00%	75.00%
	Total Revenues and Other Sources	13,279,613	3,577,932	3,139,204	18.34%	75.00%
EXPENDITURES						
41800	Bldg & Grounds/Maintenance	500,000	31,415	284,859	56.97%	75.00%
41920	Multi Purpose Pavillion - Town Ctr	0	0	79,893	0.00%	75.00%
43110	Multi Modal Project - Ringgold Road	4,000,000	3,070,251	2,248,359	56.21%	75.00%
43121	North Mack Smith Road	4,850,000	320,070	210,081	4.33%	75.00%
43122	Resurfacing Projects	500,000	16,655	1,800	0.36%	75.00%
43123	Park Ridge Access Road	0	3,094	0	0.00%	75.00%
44410	Parks & Recreation	0	29,966	46,248	0.00%	75.00%
44421	Splash Pad/Playground	0	0	0	0.00%	75.00%
44423	Dog Park - Town Center	0	0	0	0.00%	75.00%
44424	Animal Shelter Building	1,600,000	0	204,306	12.77%	75.00%
44425	Dickert Pond Boardwalk & Pier	77,417	66,575	32,623	42.14%	75.00%
44426	Fuel Tank - Public Safety Facility	125,000	0	0	0.00%	75.00%
44430	Community Center - Upgrade	0	0	11,035	0.00%	75.00%
47200	Economic Development	50,000	39,906	20,000	40.00%	75.00%
	Total Expenditures	11,702,417	3,577,932	3,139,204	26.83%	75.00%
Total	## Capital Projects Fund	1,577,196	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
410 ARPA FUND						
REVENUE						
37940	Transfer In	0	0		0.00%	75.00%
	Use of Fund Balance	4,142,192	1,207,289	996,611	0.00%	75.00%
	Total Revenues and Other Sources	4,142,192	1,207,289	0	0.00%	75.00%
EXPENDITURES						
44424	Animal Shelter Facility	3,142,192	0	370,072	11.78%	75.00%
46490	Stormwater Projects - Ringgold Road	1,000,000	1,207,289	626,539	15.13%	75.00%
	Total Expenditures	4,142,192	1,207,289	996,611	13.68%	75.00%
Total	## Capital Projects Fund	0	0	0		

RESOLUTION NO. 3550

AGENDA MEMORANDUM

**Approval of RFQ
Grant Administration and Design Services Firm**

**East Ridge Community Center
Local Parks and Recreation Fund**

May 23, 2024

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Engineering and Architecture Firm for Design Services and Grant Administration

City Administration is asking for the approval from the Mayor and Council for the acceptance of a proposal by Kimley Horn to provide design services and grant administration for the LPRF project at East Ridge Community Center.

A request for qualifications was advertised beginning on March 27, 2024. The City received four proposals during the advertisement period from Allen & Hoshall, 45 Architecture & Interiors, Kimley Horn, and Artech. The deadline to submit proposals was on April 17, 2024, at 2:30pm EST. Following the cutoff for submissions, staff reviewed each proposal to further determine which firm had qualifying experience for further evaluation. On April 29, 2024, staff conducted interviews with each firm that submitted proposals during the advertisement period. Staff recommends Kimley Horn to complete this phase of the project due to their experience and expertise working with TDEC on LPRF projects in the past.

Since 2020, Kimley Horn has administered more than fifteen successful LPRF projects totaling more than \$140 million in grant funds. Kimley Horn has knowledge and experience in assisting communities with grant administration, design, and construction implementation all while managing the state's grant management system. In addition, Kimley Horn has partnered with HK Architects to collaborate on interior design components, exterior renovations, and façade improvements for the existing community center to replicate similar features of the City's all new multi-purpose pavilion.

The proposal provided by Kimley Horn includes project management, design, and construction plan services, bid phase services, limited construction administration, and grant administration. The total cost for the proposal is \$160,000. The allowable amount for professional fees shall not exceed \$160,000 within the grant budget.

RESOLUTION NO. 3550

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH KIMLEY HORN AND ASSOCIATES
TO PROVIDE GRANT ADMINISTRATION AND DESIGN
SERVICES FOR A LOCAL PARKS AND RECREATION
FUND (“LPRF”) PROJECT AT THE EAST RIDGE
COMMUNITY CENTER**

WHEREAS, on March 27, 2024, the City of East Ridge advertised a Request for Qualifications for a qualified engineering and architectural firm to provide grant administration and design services for a LPRF project at the East Ridge Community Center; and

WHEREAS, proposals were received on April 17, 2024 and a selection committee met to discuss and select an engineering and architectural firm; and

WHEREAS, the committee determined that Kimley Horn and Associates is the most appropriate entity to provide grant administration and design services for the LPRF Community Center Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the Mayor or his designee is authorized to enter into a professional services agreement with Kimley Horn and Associates to provide grant administration and design services for the LPRF Community Center Project.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this the ____ of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



May 16, 2024

Mr. Cameron McAllister
City of East Ridge
1517 Tombras Avenue
East Ridge, Tennessee 37412

Re: Professional Services Agreement
Local Parks and Recreation Fund (LPRF) Grant Implementation

Dear Mr. McAllister:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to East Ridge, Tennessee ("Client") for providing professional services for implementing the 2023 LPRF grant at the East Ridge Community Center.

Project Understanding

The City of East Ridge has received an LPRF grant from the Tennessee Department of Environment and Conservation (TDEC) to provide improvements at the existing Community Center which require architectural improvements, site development work, and grant administrative management. The Community Center improvements consist of the expansion of the gymnasium to fit one basketball full court, kitchen renovation, multi-purpose room renovation, and exterior ADA path of travel and parking improvements at the front of the Community Center. The City will be required to provide stamped construction drawings for these improvements to TDEC for approval in compliance with the grant funding prior to construction. The City will not require any stormwater design or improvements.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Project Management and Meetings

This task will consist of general project management, administrative, and accounting activities for the project. Coordination activities will consist of preparing and distributing project correspondence, scheduling of meetings, meeting facilitation, and discussion of project elements with the Client throughout the process.

Task 1.1 – Kickoff Meeting and Site Visit

Kimley-Horn will attend one (1) in-person kickoff meeting with staff to discuss the vision and goals for the project as well as any other key issues consisting of a project schedule, identifying key stakeholders, and other pertinent information to this project. General notes and topics of discussion will be documented in meeting minutes. Written notes and photographs will document the existing facilities.

Task 1.2 – Additional Meetings

Kimley-Horn will attend up to three (3) additional in-person meetings during the design process to discuss updates and the project design progress.

Task 2 – Construction Plans

Task 2.1 – Schematic Design

Kimley-Horn and its Subconsultant will prepare a schematic building floor plan and site plan illustrating the proposed preliminary improvements for the Client review utilizing the Client-provided survey file. It is anticipated these drawings will be 24"x36" in size.

Task 2.2 – Building Design Development

After receiving a consolidated list of edits on the deliverable from Task 3.1 above, Kimley-Horn and its Subconsultant will update the building design plan to depict size and character of architectural layout, building volumes, and one (1) 3D rendering.

Task 2.3 – Preliminary Plans

Kimley-Horn and its Subconsultant will prepare a set of preliminary construction plans for the building and site design improvements. It is anticipated this set of plans will consist of the following sheets:

- Cover Sheet – This sheet will contain relevant project/contact information.
- General Notes – This sheet will contain notes related to contractor responsibilities, and coordination requirements during construction.
- Existing Conditions / Demolition Plan – This sheet will contain limited existing conditions and demolition areas based on the topographic survey provided by the Client.
- Erosion and Sediment Control Plans – This sheet will show temporary erosion control measures, consisting of tree protection fence, construction fence, silt fence, diversions, and contractor access points as necessary for one (1) phase.
- Site Plan and Details – These sheets will contain a site plan showing the locations of the proposed renovations for ADA parking and path of travel to the building and an accompanying site details sheet.
- Building Floor Plans and Elevations – These sheets will consist of the proposed building expansion floor plan with dimensions as well as elevations noting building materials.
- Mechanical, Electrical, and Plumbing (MEP) Plans – These sheets will consist of the proposed mechanical, electrical, and plumbing fixtures for the building expansion.

Task 2.4 – Final Plans

After receiving one comprehensive list of revisions from the Client, Kimley-Horn will prepare the final construction plan sheets listed in the task above.

Kimley-Horn and its Subconsultant will provide technical specifications for building, MEP, site work, site preparation, site demo, concrete, and asphalt.

Task 2.5 – TDEC Comments

Kimley-Horn will address up to two (2) rounds of TDEC comments on the design plans.

Task 3 – Bid Phase Services

Task 3.1 – Bid Book

Kimley-Horn will prepare a bid book that will consist of request for proposals, contract documents, bid forms, and required special provisions per Client requirements. The Client will be responsible for advertising the bid and providing bid documents to interested bidders.

Task 3.2 – Requests for Information (RFI)

Kimley-Horn will respond to a consolidated list of questions that arise during the bidding process and issue a statement of clarification or bid addendum as appropriate.

Task 3.3 – Bid Tabulations

Kimley-Horn will tabulate the bids received and evaluate general compliance of bids with the bidding documents in combination with City staff. Kimley-Horn will provide a summary of this tabulation and evaluation. The Consultant will provide one (1) attendee at the bid opening.

Task 4 – Limited Construction Administration

Task 4.1 – Construction Kickoff Meeting

Kimley-Horn will attend a construction kickoff meeting with the selected contractor and City to discuss project schedule and important items.

Task 4.2 – Grant Project Inspections

Kimley-Horn will attend up to four (4) TDEC site visits during the duration of the project. One (1) of these will be once construction is completed and TDEC checks ADA compliance and general conformance with the project scope and construction drawings.

Additional site visits beyond those listed above will be made up the Client's request but will be billed as an Additional Service and are not part of the base scope of services.

Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs

incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Consultant shall not have the authority to stop the Contractor's work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Task 4.3 – Pay applications

Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will recommend amounts that Contractor be paid for up to twelve (12) pay applications assuming a twelve (12) month construction schedule. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Task 5 – Grant Administration

Task 5.1 – Signage

The Client will take photos of the required signs installed in the approved locations by TDEC and Kimley-Horn will upload those to the GMS.

Task 5.2 – Procurement Documentation

Kimley-Horn will upload a copy of the Client's procurement procedures code along with the first bid or quote associated with the scope of the project into the GMS. Kimley-Horn will also upload the RFQ submittals received, recommendation letter of selected quotation from the Mayor, and debarment status verification. Kimley-Horn will also complete and upload a copy of the advertisement and a summary of the bids.

Task 5.3 – Subcontract Activity Documentation

Kimley-Horn will upload labor-related services sub-contracts such as this contract and that with the general contractor overseeing construction to the GMS. Kimley-Horn will also complete and upload the Certification of Contractor form to the GMS.

Task 5.4 – Designs

Kimley-Horn will submit the preliminary design plans to GMS for TDEC to review.

Task 5.5 – Accrued Liabilities and End of Fiscal Year Activities

Kimley-Horn will submit an Accrued Liabilities activity into GMS to document the approximation for outstanding grant project funds prior to the last Friday of May each year the grant is open. Kimley-Horn will complete an End of Fiscal Year reimbursement request into GMS prior to the second Tuesday of July each year the grant is open.

Task 5.6 – Reimbursement Requests

Kimley-Horn will apply for up to twelve (12) grant reimbursement request forms with supporting documentation through the GMS.

Task 5.7 – Inspection Requests

Kimley-Horn will request two (2) inspection requests in GMS. The first will occur when construction is approximately 50% completed. Attendance at this inspection is included in Task 5.2 above. The second request will be submitted when construction is completed and ready for TDEC to approve. Attendance at this inspection is included in Task 5.2 above.

Task 5.8 – Request for Final Grant Reimbursement

Once the final inspection report is completed by TDEC staff, Kimley-Horn will prepare the final reimbursement request and upload to the GMS.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Additional meetings beyond those listed in the scope above
- Additional design beyond the scope that is outlined above
- Survey
- Grading and drainage plan and details
- Cost estimating
- Geotechnical studies
- Stormwater calculations, design, and permitting
- Disturbance within a floodplain
- Interior design
- On site and offsite utility design
- Site lighting and electrical design
- Landscape plan
- Irrigation design
- Permitting
- Bid phase services beyond the scope that is outlined above
- Construction phase services beyond the scope that is outlined above
- Others as requested by the Client

Schedule

We will provide our services as expeditiously as practicable, based upon a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services described in Tasks 1-6 above for the total lump sum fee of

\$160,000. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to East Ridge, Tennessee.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA, LEED AP, ASLA
Project Manager

EAST RIDGE, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

(Print or Type Name)

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this

Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Tennessee. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Exhibit A – Project Scope



Figure 1 - Survey Area

RESOLUTION NO. 3551

AGENDA MEMORANDUM
EXTERIOR SIDING AND PAINTING
SANITATION/STREETS BUILDING

May 23, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The 2-story Sanitation and Streets Building located at 1015 Yale Street is in need of exterior repair. The Sanitation Supervisor, Streets Supervisor, Building Maintenance Supervisor and I felt that the best alternative would be to install new siding on the building and paint the concrete areas. City Council agreed with this proposal and authorized Staff to move forward with this project.

The City advertised for and solicited bids for this work and we received three (3) bids on May 14, 2024, as follows:

- Ark Painting, LLC \$19,750. (Hardie Board Siding, or equivalent)
- Williams Development, LLC \$18,900. (Hardie Board Siding)
- Cagle Development LLC, \$40,500. (Smart Board Siding D-4)

Building Maintenance checked out Williams Development, being the low bidder, and found their reviews on work they have completed to be very good and highly recommended. In essence, all looks good. Therefore, it is Staff's recommendation to City Council to award the bid to Williams Development, LLC in the amount of \$18,900.

There is an appropriation of \$500,000 in the FY 2023-2024 Capital Improvement Fund (CIF) for upgrades to buildings – various sites. As of May 2, 2024 the balance in this account totaled \$215,000. City Staff are recommending this work be funded from the CIF.

Attachment

JSM/

RESOLUTION NO. 3551

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE REPLACEMENT OF THE EXTERIOR SIDING AND THE PAINTING OF THE SANITATION AND STREETS 2-STORY BUILDING LOCATED AT 1015 YALE STREET

WHEREAS, on April 21, 2024, the City of East Ridge advertised for bids for the replacement of the exterior siding and the painting of the Sanitation and Streets 2-story building located at 1015 Yale Street; and

WHEREAS, sealed bids were opened and publicly read on May 14, 2024, beginning at 2:00 p.m. at East Ridge City Hall; and

WHEREAS, City staff has maintained a file of the bids which were submitted; and

WHEREAS, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for replacement of the exterior siding and the painting of the Sanitation and Streets 2-story building located at 1015 Yale Street be awarded to Williams Development, LLC in the amount of \$18,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid the replacement of the exterior siding and the painting of the Sanitation and Streets 2-story building located at 1015 Yale Street be awarded to Williams Development, LLC in the amount of \$18,900.00.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and Williams Development, LLC subject to approval of the City Attorney, in the amount stated herein.

BE IT FURTHER AND FINALLY RESOLVED that this resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____, 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

PROPOSAL
EXTERIOR SIDING AND PAINTING
SANITATION AND STREETS BUILDING
1015 Yale Street

Bidder: Williams Development LLC

Address: PO Box 423

Soddy Daisy TN 37384

Phone Number: 423-322-7595

Email: williamsdevelopment@outlook.com

BID

Replacement of Exterior Siding: \$11,100.00

Specify Type/Make of Siding: Hardie Board Siding

Painting of the concrete block walls (stucco): \$7,800.00

TOTAL: \$18,900.00

(Eighteen Thousand Nine Hundred Dollars and Zero Cents)

Signature:  Date: May 14th, 2024

Print Name: Vance Williams / Managing Member

04/24

*Bid includes replacement of the soffit & fascia.

*Any unforeseen and underlying wood rot is not included in bid.

*Rotten wood can be replaced at pre-negotiated unit pricing.

*Gutters can also be replaced at pre-negotiated pricing.

**AGENDA MEMORANDUM
EAST RIDGE OPTIMIST CLUB EVENTS**

May 23, 2024

Submitted By:

Shawnna Skiles

Shawnna Skiles, Parks and Recreation Director

SUBJECT:

The East Ridge Optimist Club is asking the Parks and Recreation Department for use the following facilities for the 2024 calendar year:

- **Optimist Club Meetings** – They are requesting use of the East Ridge Community Center on the second and fourth Tuesday of every month. They meet from 6pm – 8:30pm. They set up, break down, and clean the room after each meeting.
- **Camp Jordan Arena** - They are requesting use of Camp Jordan Arena on Saturday, July 13th for the 10th Annual Kars-for-Kids Auto and Motorcycle Show and Swap Meet. The proceeds help fund their youth activities, such as, the Fishing Rodeo, Optimist Scholarship Awards at ERHS, the Annual Essay Oratorical contest for local schools, and the 911 luncheon. Use of the Arena will be from 7am-6pm.
- **City Hall Front Parking Lot** - They are requesting use of the parking lot at City Hall for the annual Boo-B-Que November 2, 2024. Profits from this fundraiser help fund their youth and community events such as Fishing Rodeo, Scholarships, Youth Appreciation, Optimist Day, and more activities for their youth and community of East Ridge. In 2024/2025, they plan to add a Youth Appreciation Day and a Childhood Wellness event. No time was listed on the form.

The club meets all requirements of the Facility Waiver Policy set in 2023. All required paperwork is on file with the City Recorder.

Staff recommends waiving the facility fees in support of these events.

SS

RESOLUTION NO. 3552

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL TO WAIVE THE FEE FOR USE OF THE
EAST RIDGE COMMUNITY CENTER FOR BI-
MONTHLY OPTIMIST CLUB MEETINGS**

WHEREAS, the East Ridge Optimist Club is a premier volunteer organization that works to make a positive difference in the lives of children and helps them develop to their full potential; and

WHEREAS, the East Ridge Optimist Club meets on the second and fourth Tuesday of every month at the East Ridge Community Center; and

WHEREAS, the East Ridge Optimist Club is requesting that the City waive the fees for use of the Community Center for their bi-monthly meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the East Ridge Community Center by the East Ridge Optimist Club for their bi-monthly meetings will be waived.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____, 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3553

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY THE EAST RIDGE OPTIMIST CLUB FOR A KARS FOR KIDS AUTO AND MOTORCYCLE SHOW FUNDRAISER

WHEREAS, the East Ridge Optimist Club is a premier volunteer organization that works to make a positive difference in the lives of children helping them develop to their full potential; and

WHEREAS, the East Ridge Optimist Club has scheduled a fundraiser called Kars for Kids on July 13, 2024 at Camp Jordan Arena; and

WHEREAS, the East Ridge Optimist Club is requesting that the City waive the fee for use of the Arena in order for them to use the proceeds from the Kars for Kids fundraiser to help with events such as the Fishing Rodeo, Optimist Scholarship Awards at East Ridge High School, the Annual Essay Oratorical contest for local schools, and the 911 luncheon for first responders.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Camp Jordan Arena on July 13, 2024 by the East Ridge Optimist Club will be waived in order for the group to use the proceeds from the Kars for Kids to help with other Optimist Club projects.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3554

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ALLOW THE EAST RIDGE OPTIMIST CLUB TO USE THE CITY HALL FRONT PARKING LOT FOR THEIR ANNUAL BOO-B-QUE FUNDRAISER

WHEREAS, the East Ridge Optimist Club is a premier volunteer organization that works to make a positive difference in the lives of children, helping them develop to their full potential; and

WHEREAS, the East Ridge Optimist Club has scheduled a Fundraiser Barbeque, called Boo-b-que, on November 2, 2024 at the City Hall Front Parking Lot; and

WHEREAS, the East Ridge Optimist Club is requesting that the City allow the group use of the parking lot for their fundraiser, with the proceeds of the Boo-b-que being used for projects that help the children of East Ridge and surroundings areas.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the East Ridge Optimist Club will be allowed to use the City Hall front parking lot for their annual Boo-b-que fundraiser.

BE IT FURTHER AND FINALLY RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____, 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3555

**AGENDA MEMORANDUM
EAST RIDGE ANIMAL SHELTER
CHANGE ORDER NO 2 – WEATHER DELAYS**

May 23, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge entered into a contract with J C Curtis Construction to construct a 4,800 square foot animal shelter at the eastern end of Stone Street. The Notice to Proceed (NTP) was issued by the City on November 17, 2023 notifying J C Curtis that the contract time will commence on December 4, 2023. Per the contract J C Curtis has 180 calendar days to achieve substantial completion of the building project.

Due to inclement/adverse weather (rain and cold temperatures) that occurred during the month of March 2024 there were days when J C Curtis could not work at the building site; specifically, a total of 10 days out of 31 days. Taking the monthly total of 10 days not worked and subtracting from that total the standard baseline for the month of March of 8 days leaves a balance of days over of 2 days. That number of 2 days is the amount of weather delays J C Curtis is entitled to per the contract.

Change Order Number 1, approved by the City Council on February 22, 2024, accounted for weather delays by adding 9 days to the contract time of 180 days. This Change Order Number 2 accounts for weather delays by adding 2 days to the contract time. There are no costs associated with this change order.

Attachments

JSM/

RESOLUTION NO. 3555

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #002 FROM JC CURTIS CONSTRUCTION CO., LLC IN REGARD TO THE CONSTRUCTION OF THE NEW EAST RIDGE ANIMAL SHELTER

WHEREAS, JC Curtis Construction Co., LLC was awarded the bid for the construction of the new Animal Shelter on October 26, 2023; and

WHEREAS, per the contract, JC Curtis Construction had 180 days from December 4, 2023 to complete the project but due to inclement weather during the month of March 2024, there were days when no work could be done at the building site; and

WHEREAS, JC Curtis Construction Co., LLC is requesting that an additional two (2) days be added to the contract time of 180 days due to the inclement weather; and

WHEREAS, the City Council deems the completion of the project, including the addition of the necessary time, to be in the best interest of the citizens of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to approve Change Order Request #002 from JC Curtis Construction Co., LLC to extend the Animal Shelter project contract time by two (2) additional days due to inclement weather during the month of March 2024.

BE IT FURTHER RESOLVED that there will be no additional cost to the Animal Shelter project associated with change order #2.

BE IT FURTHER AND FINALLY RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



J.C. Curtis Construction Company, LLC
1507 Wilder Street
Chattanooga, Tennessee 37406
Phone: (423) 894-5480

PCCO #002

Project: ERAS-01 - ER Animal Shelter-East Ridge TN-New Const
5302 Stone Street
East Ridge, Tennessee 37412

Prime Contract Change Order #002: Rain Delays Incurred in March

TO:	City of East Ridge, Tennessee 1517 Tombras Ave. East Ridge, Tennessee 37412	FROM:	JC Curtis Construction Co., LLC JC Curtis Construction CO., LLC PO Box 5127 Chattanooga Tennessee 37406
DATE CREATED:	3/ 29 /2024	SCHEDULE IMPACT:	2 days
DUE DATE:		TOTAL AMOUNT:	\$ 0.00
CONTRACT FOR:	1:ERAS-01 East Ridge Animal Shelter		

DESCRIPTION:

This change order is to account for rain delays incurred in the month of March. There will be no cost associated with this change order, only schedule impacted delays. Reference the attached weather log for specific dates and weather conditions.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	Rain Delays Incurred in March	2 days	0.00
TOTAL:			\$ 0.00

CHANGE ORDER LINE ITEMS:

PCO # 002 : Rain Delays Incurred in March

The original (Contract Sum)	\$ 3,079,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 3,079,000.00
The contract sum would be changed by this Change Order in the amount of	\$ 0.00
The new contract sum including this Change Order will be	\$ 3,079,000.00
The contract time will be increased by this Change Order by 2 days	

City of East Ridge, Tennessee
1517 Tombras Ave.

East Ridge Tennessee 37412

JC Curtis Construction Co., LLC
JC Curtis Construction CO., LLC PO Box
5127
Chattanooga Tennessee 37406

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

March Adverse weather summary					
	Week 1	Week 2	Week 3	Week 4	Week 5
Rain Days	2	5	2	0	1
Dry-out Days					
Snow Days					
Cold Days					
Wind Days					
Weekly Total	2	5	2	0	1

Monthly Total	10
Baseline	8
Days over	2

C. Standard Baseline for each month of the year is as follows (the anticipatable delay days follow the month):

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
12	11	8	7	7	6	7	5	4	5	6	11



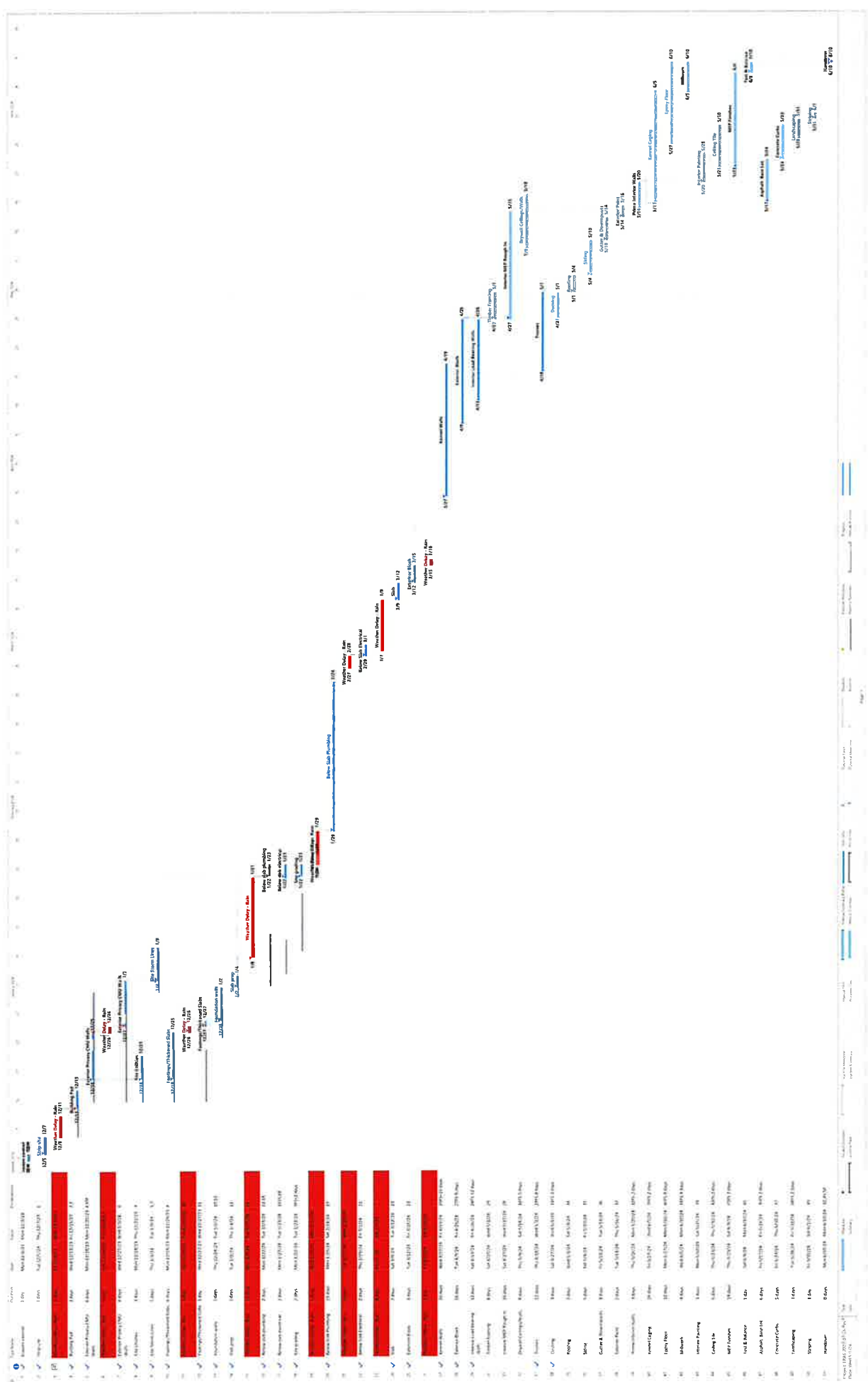
J.C. Curtis Construction Company, LLC
1507 Wilder Street
Chattanooga, Tennessee 37406
United States

Printed on Fri Mar 29, 2024 at 01:05 pm EDT

Job #: ERAS-01 ER Animal Shelter-East Ridge TN-New Const
5302 Stone Street
East Ridge Tennessee, 37412

Daily Log Weather Delays For ER Animal Shelter-East Ridge TN-New Const

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
03/26/24	Wet/Muddy		Rain					Rain 7:00am, No Work	
03/26/24	Wet/Muddy		Rain					All day rain no work	
03/15/24	Wet/Muddy		Rain					Lightning and rain no work	
03/10/24	Wet/Muddy		Cloudy					Too muddy for work	
03/09/24	Wet/Muddy		Rain					Rain out No work	
03/08/24	Wet/Muddy		Rain					Rain out 1:00 pm	
03/06/24	Wet/Muddy		Rain					Rain no work	
03/05/24	Wet/Muddy		Rain					Rain this morning Rain forecast for all day and night	
03/05/24	Wet/Muddy		Rain					Continuous rain no work	
03/03/24	Wet/Muddy		Overcast					Too muddy for any work	
03/02/24	Wet/Muddy		Rain					Too wet and muddy for work	
03/01/24	Wet/Muddy		Rain				100%	Hard rain no work	
02/28/24	Wet/Muddy		Rain				100%	Rain out at 12:00pm	
02/28/24	Wet/Muddy		Rain					Heavy rain half day work	



RESOLUTION NO's. 3556 & 3557

**AGENDA MEMORANDUM
INDUSTRIAL DEVELOPMENT BOARD
APPOINTMENTS
May 23, 2023**

Submitted by:


Janet Middleton, City Recorder

SUBJECT:

Appointments to the Industrial Development Board will need to be made for the following two terms that expire on June 11, 2024:

Member:	Appointed by:	Current Term:
Estes Cocke (Secretary)	Councilmember Witt	6/12/18 – 6/11/24
Jeff Ezell	Councilmember Cagle	02/09/23 – 6/11/24
		<i>Filled unexpired term of</i>
		<i>Susan Thomas</i>

The appointments are for six-year terms.

RESOLUTION NO. 3556

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL TO APPROVE THE NOMINATION OF
_____ BY COUNCILMEMBER WITT TO THE
EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD**

WHEREAS, the City of East Ridge, Tennessee established the East Ridge Industrial Development Board (“IDB”) in accordance with T.C.A. § 6-2808 *et seq.* (now codified at T.C.A. § 7-53-101 *et seq.*) pursuant to a resolution duly adopted by the then Mayor and City Commission for the City of East Ridge on November 8, 1979; and

WHEREAS, the East Ridge Industrial Development Board fulfills an important role with regard to new development in the City; and

WHEREAS, the City Council elects certain of the citizens of the City of East Ridge in accordance with T.C.A. § 7-53-301 to be directors of the IDB.

WHEREAS, the term for current IDB director Estes Cocke is set to expire on June 11, 2024 and pursuant to T.C.A. §7-53-301, the City Council shall elect citizens of the City of East Ridge for a term of six (6) years to fill the vacant director positions.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of East Ridge hereby approves the nomination of _____ to be a director on the Industrial Development Board for a six (6) year term from June 12, 2024 – June 11, 2030.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3557

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL TO APPROVE THE NOMINATION OF
_____ BY COUNCILMEMBER CAGLE TO
THE EAST RIDGE INDUSTRIAL DEVELOPMENT
BOARD**

WHEREAS, the City of East Ridge, Tennessee established the East Ridge Industrial Development Board (“IDB”) in accordance with T.C.A. § 6-2808 *et seq.* (now codified at T.C.A. § 7-53-101 *et seq.*) pursuant to a resolution duly adopted by the then Mayor and City Commission for the City of East Ridge on November 8, 1979; and

WHEREAS, the East Ridge Industrial Development Board fulfills an important role with regard to new development in the City; and

WHEREAS, the City Council elects certain of the citizens of the City of East Ridge in accordance with T.C.A. § 7-53-301 to be directors of the IDB.

WHEREAS, the term for current IDB director Jeff Ezell is set to expire on June 11, 2024 and pursuant to T.C.A. §7-53-301, the City Council shall elect citizens of the City of East Ridge for a term of six (6) years to fill the vacant director positions.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of East Ridge hereby approves the nomination of _____ by Councilmember Cagle to be a director on the Industrial Development Board for a six (6) year term from June 12, 2024 – June 11, 2030.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

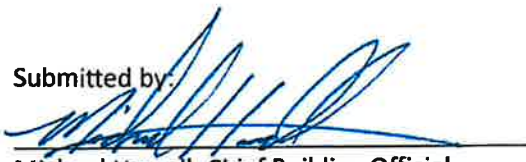
Mark W. Litchford, City Attorney

AGENDA MEMORANDUM

Amendments to Ordinance 481 relating to Ordinance 1028 the East Ridge Sign Ordinance

Date: June 13, 2024

Submitted by:


Michael Howell, Chief Building Official

SUBJECT:

On May 6, 2024, Building Department Staff requested the East Ridge Planning Commission to review and discuss amending Ordinance 481 relating to Title 14, chapter 2, Article 6, sections 108 through 110 for on-premises and off-premises signs and billboard regulation. (Ordinance 1028)

The proposed amendments aim to introduce additional regulations for accent/storefront lighting, storefront sign display, and multi-tenant detached monument signs in all commercial, office, and manufacturing districts.

After reviewing the proposed amendments, the East Ridge Planning Commission requested additional changes and has approved the request to move forward to the city council for review.

Proposed Amendment to Sign Ordinance 1028

Lighting Display, Storefront Display, and Monument Signs

Amendments to Ordinance 481 relating to the East Ridge Sign Ordinance 1028 aim to add additional safety regulations to the sign ordinance, these regulations will help to promote the health, safety, and welfare of the citizens and visitors to the City of East Ridge by introducing the following:

Lighting regulations to business storefronts - *Lights that outline or are placed on windows, doors, and door openings, either inside or outside of the business, and which are visible to the public, are prohibited. Strobe lights, lights that mimic flashing emergency lights, neon lights or strips, rope lights or string of lights, a string of bulbs with LED and /or fluorescent light, incandescent, halogen, or similar.*

Storefront signage – *maximum front window space occupied by signs shall not exceed 50% of each window.*

Per the City Council's request, - “signs shall not exceed 50% of each window” will be removed and the following added.

(1). The total maximum window space occupied by signs (or merchandise) shall not exceed 50% of the total front window area and

(2). Blinds in windows shall not be completely engaged in a down position of more than 50% of the total window front area during the operational hours of the business.

Multi-tenant detached monument signs. *Sign size and height are based on the square footage of the development.*

15,000 sq ft – 11 ft in height- 80 sq ft in signage.

15-50,000 sq ft – 13 ft in height-100 sq ft in signage front.

50-100,000 sq ft – 15 ft in height – 125 sq ft in signage.

The East Ridge Planning Commission reviewed the proposed amendments and made additional changes.

The proposed changes would remove the word canopy from the storefront lighting requirements, allow non-flashing open signs not exceeding 50% window space ratio, and not exceed 2 ft x 3 ft in size. Existing businesses will have 60 days to come into compliance with the new requirements set forth.

AGENDA MEMORANDUM
Setting Tax Rate
Adoption FY 2024-2025 Budget

June 13, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

At the June 13, 2024 regular business meeting of the East Ridge City Council an ordinance to set the property tax rate for fiscal year 2024-2025 (July 1, 2024 to June 30, 2025) will be before the City Council for consideration for approval on first reading. Thereafter, an ordinance to adopt a budget for fiscal year 2024-2025 (July 1, 2024-2025) will be before the City Council for consideration for approval on first reading.

The budget ordinance of the local government shall present a complete financial plan for the ensuing year (July 1, 2024 to June 30, 2025); which plan shall set forth all anticipated revenues and proposed expenditures for the administration, operation and maintenance of the City departments, and debt service during the fiscal year. The budget shall also present capital projects to be undertaken or completed during the ensuing year, and the means of financing such projects.

The tax rate ordinance and budget ordinance for FY 2024-2025 undergo two readings: the first one is scheduled for June 13, 2024 and the second one is scheduled for June 27, 2024.

JSM/

AGENDA MEMORANDUM

May 23, 2024

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

SUBJECT: FY 2024 Final Budget Amendment

At the June 13th Council Meeting I will be doing the final budget amendment for the year. This amendment will take care of any unexpected revenues or expenditures that may have occurred since the last budget amendment approved by Council. This will involve various funds. For example, the new sanitation truck ordered last fall and not expected to arrive for some time should be in our possession before the end of May.