

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

**July 25, 2024
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes July 11, 2024 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **RESOLUTION NO. 3571** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ENTER INTO A DONATION, LEASE AND SERVICE AGREEMENT REGARDING THE INSTALLATION OF A SAFE HAVEN BABY BOX AT THE EAST RIDGE FIRE STATION THROUGH THE TENNESSEE GRANT PROGRAM
 - B. **RESOLUTION NO. 3572** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR AN ATHLETIC FIELD SUPPLIER FOR SOCCER FIELDS AT CAMP JORDAN PARK FOR FY 2024 - 2025
 - C. **RESOLUTION NO. 3573** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE FOUR (4) CHEVROLET COLORADO TRUCKS FOR THE POLICE DEPARTMENT THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)
 - D. **RESOLUTION NO. 3574** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE SIX (6) 2025 FORD INTERCEPTOR SPORT UTILITY VEHICLES (“SUVs”) FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

- E. **RESOLUTION NO. 3575** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A JOHN DEERE GATOR UTILITY VEHICLE FROM AG-PRO THROUGH THE SOURCEWELL PURCHASING ALLIANCE CONTRACT LISTING #031121-DAC
- F. **RESOLUTION NO. 3576** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO DONATE \$10,000 TO THE CHATTANOOGA/ HAMILTON COUNTY FAMILY JUSTICE CENTER
- G. **RESOLUTION NO. 3577** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE NOMINATION BY COUNCILMEMBER TYLER TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD TO FILL THE UNEXPIRED TERM OF LEE RAMEY
- H. **RESOLUTION NO. 3578** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AWARDING ANNUAL BIDS FOR STREET DEPARTMENT MATERIALS FOR FY 2024 – 2025
- I. **RESOLUTION NO. 3579** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING ADDITIONAL FUNDS FOR THE PURCHASE OF A USED PICK-UP TRUCK FOR THE EAST RIDGE FIRE DEPARTMENT
- J. Discussion of Tentative Agenda Items for the **August 8, 2024** City Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
August 8, 2024**

8. Old Business:

- A. **ORDINANCE NO. 1205 (1st reading)** – Amendments to Sign Ordinance (Lighting Display and Storefront Display Regulations) (1st reading) (tabled June 13, 2024)

9. New Business:

- A. **ORDINANCE NO. ____** - Budget Amendment (1st reading)
- B. **RESOLUTION NO. ____** - Authorization for S&ME, Inc. to provide asbestos abatement design and project monitoring services for the abatement of asbestos at the McBrien School building.

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

**July 11, 2024
6:00 pm**

The East Ridge City Council met pursuant to notice on July 11, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Jeff Baden with Hamilton Life Church 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.

Attendance: 6

Milestone Awards for June 2024 – Mayor Williams announced that Sue Cross with the Police Department has 35 years of service with the City. He appreciates her dedication and service, as he does all employees. She will receive a check, a certificate, and a plaque.

Special Proclamation – Mayor Williams presented a proclamation to Ms. Leona Lucille Culpepper, on the occasion of her 105th birthday, at her birthday party yesterday at Southern Heritage Assisted Living where she resides. He went over the highlights of the proclamation and stated it was a pleasure to attend her birthday party.

Approval of Minutes June 25, 2024 Council Meeting – Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Cagle announced that former Councilmember Denny Manning recently passed away. He stated the Manning family appreciated the funeral escort.

Vice Mayor Haynes and Councilmember Witt had nothing at this time.

Councilmember Tyler announced the 10th annual Optimist Club Kars 4 Kids car show and swap meet will be Saturday July 13th at Camp Jordan Arena. Pre-registration is closed but registration will be open on Saturday morning at 8 am. The car show is from 8:30 am – 1:00 pm.

Mayor Williams announced the following:

- Our thoughts and prayers are with the Manning family.
- On July 1st, East Ridge Police Officer Resendiz was struck by a vehicle during a chase of a suspect. Our thoughts and prayers are also with him and his family. He commended

the Chattanooga Police Department, the Hamilton County Sheriff's Department, and the Tennessee Highway Patrol for their assistance in this matter. The East Ridge Police Department, the East Ridge Fire Department, and Hamilton County EMS provided excellent care for Officer Resendiz. He also thanked Georgia law enforcement for taking the suspect into custody.

- Library
 - July 13, 11:00-12:00 - Novel Idea Book Club
 - July 13, 11:30-1:30 - Teen Field Day, registration required
 - July 16, 10:30-11:30 - Creature features – showing six animals
- Parks and Recreation – Director Skiles gave an update on events.
 - September 28th, 10 am – 5 pm - Fall Festival - We currently have 108 vendors and are still booking them. There will be craft vendors, music, food, pumpkin patch, face painting, petting zoo, and more.
 - Registration for adult softball, tackle football, fall soccer, cheer, flag football, fall baseball, softball, and t-ball is open.
 - Community Center
 - Summit Physical Therapy will be at the Center on July 23rd at 11 am to help with injury prevention for seniors who play pickle ball.
 - The Center offers a senior program with exercise classes and line dancing classes.

Communication from City Manager:

- Mr. Miller stated we recently closed on an \$8 million bond issue with \$6.5 million for the multi-purpose pavilion and \$1.5 million for upgrades to Camp Jordan. We also received approval of our debt obligation report from the Comptroller's office.
- North Mack Smith Road – EPB installed wire on new poles in the area that will be widened from Ringgold Road to the north property line of the Fairfield Inn and Suites. LK Grant Co. is placing underground wire and Chattanooga Gas is locating their utilities to put in new gas lines. We hope to have this work completed by the end of July so the contractor will be able to start on widening the road.
- Animal Shelter – Sitework including painting, dry wall, stonework, fences, etc. should be completed by the end of next week, with landscaping starting afterwards. Chief Uselton stated the contractors should do their punch list on July 29th. The shelter should be substantially completed by the end of this month and possibly open sometime in August.

Mayor Williams stated that the \$8 million bond is reimbursable through the Border Region.

Old Business: None

New Business:

RESOLUTION NO. 3567 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF A NEW LADDER TRUCK FROM PIERCE, SIDDONS-MARTIN EMERGENCY GROUP THROUGH THE HOUSTON GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM (“HGACBUY”) CONTRACT #FS 12-23 – City Attorney Litchford read on caption.

Chief Williams stated he needs to replace a 1993 ladder truck that was an original piece of equipment when the Fire Department first opened. This 1993 truck did not pass its last inspection because of wiring issues, and the City cannot get replacement parts. Lead time for delivery of the new truck is 40-41 months. The vehicle price is \$2,337,452.00. If we pre-pay \$1 million, we will receive discounts of \$173,853.23, making the total cost \$2,163,598.77. The pre-pay amount of \$1 million would come from the fund balance. A decision would be made later for either a loan or taking funds from the fund balance for the remainder. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3567. The vote was unanimous. Motion approved.

RESOLUTION NO. 3568 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR AN ATHLETIC FIELD SUPPLIER FOR BASEBALL AND SOFTBALL FIELDS AT CAMP JORDAN PARK FOR FY 2024-2025 – City Attorney Litchford read on caption. City Manager Miller stated that we did not specify if we would accept the cumulative bid or accept bids for individual items. He recommends we re-bid this item. Mr. Litchford stated we could withdraw this item from the agenda without taking action.

RESOLUTION NO. 3569 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE HAMILTON COUNTY DEPARTMENT OF EDUCATION REGARDING A RENEWAL OF AN APPLICATION FOR PLACEMENT OF SCHOOL RESOURCE OFFICERS (“SROs”) WITHIN HAMILTON COUNTY SCHOOLS – City Attorney Litchford read on caption. Chief Uselton stated the City is required to apply for the grant every year and we must approve a MOU with the Hamilton County Department of Education. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3569. The vote was unanimous. Motion approved..

RESOLUTION NO. 3570 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE TWO FERRIS MOWERS FROM CHATTANOOGA TRACTOR AND EQUIPMENT THROUGH THE BUYBOARD COOPERATIVE PURCHASING CONTRACT LISTING #706-23 – City Attorney Litchford read on caption. Director Skiles and Street Supervisor Vaughn are both replacing older mowers. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3570. The vote was unanimous. Motion approved..

Discussion of Tentative Agenda Items for the July 25, 2024 City Council Meeting

Old Business:

- **ORDINANCE NO. 1205 (1st reading) – Amendments to Sign Ordinance (Lighting Display and Storefront Display Regulations (tabled June 13, 2024)** – City Manager Miller stated this ordinance pertains to lighting and storefront displays, as well as multiple tenant monument displays. Store owners expressed no concerns about lighting displays. However, they had differences of opinions on storefront displays. Mr. Miller came up with

three proposals on how much of the window space can be used for advertising signs, etc. If the council wants to consider this in the July 25 meeting, it will have to be brought off the table. He stated that Draft A was discussed in the June 13th meeting, Draft B is changes from store owners, and Draft C is the revisions. Councilmember Tyler thanked City Manager Miller and Chief Building Official Howell for working with the business community regarding these amendments.

New Business:

- **RESOLUTION NO. ____ - Installation of Safe Haven Baby Box for Fire Department** – Chief Williams stated that he, City Manager Miller, and City Attorney Litchford have been working on this for several months. He also stated the fire station has been a drop off site for several years, but with no baby box. Chief Williams’ daughter brought the information on baby boxes and the Craig Foundation to his attention. The Foundation will pay for the box, installation, maintenance, and any other cost of the baby box for three years. After that time, the city will take over the cost of the box, such as maintenance, etc. An alarm goes off when a baby is placed in the baby box, and emergency personnel are the only people who can retrieve the baby. Mayor Williams asked if this would be the first baby box in Hamilton County. The Chief state that it would be.

RESOLUTION NO. ____ - Approval of Bids for Athletic Soccer Field Supplier (Bid Opening July 17, 2024) – Director Skiles stated bids would be opened on July 17th and presented at the July 25th Council meeting.

RESOLUTION NO. ____ - Approval to purchase four (4) trucks from Wilson County Motors on Statewide Contract – Chief Uselton is asking permission to purchase four trucks for use by CID detectives for a total cost of \$144,869.60.

RESOLUTION NO. ____ - Approval to purchase six (6) Ford Interceptors from Lonnie Cobb Ford on Statewide Contract – Chief Uselton is asking permission to purchase six Ford Interceptor SUVs for use by the patrol division. The price for each vehicle is \$44,601, plus \$10,441 for outfitting the vehicle for a total of \$55,042.00 for each vehicle. The outfitting cost will come out of the drug fund.

RESOLUTION NO. ____ - Approval to purchase a John Deere Gator for Camp Jordan Park from Agpro through the Sourcewell Cooperative Purchasing Alliance – Director Skiles stated the new Gator would replace an older model. The cost of the Gator is \$10,921.34 which is a budgeted item.

RESOLUTION NO. ____ - Approval of donation of \$10,000 to the Chattanooga/ Hamilton County Family Justice Center - City Manager Miller stated that he and Mayor Williams visited the Family Justice Center to tour the facility and listen to a presentation about their services regarding abuse. He stated in 2023 that 9% of the people they helped were from East Ridge. This is a budgeted item.

RESOLUTION NO. ____ - Approval of Annual Bids for Street Department Materials for FY-2024 – 2025 (Bid Opening July 17, 2024) – Street Supervisor Vaughn stated this is for materials the department uses throughout the year.

RESOLUTION NO. ____ - Appointment to the Industrial Development Board by Councilmember Tyler to fill the unexpired term of Lee Ramey – No discussion.

Being no further business, the meeting was adjourned.

RESOLUTION NO. 3571

AGENDA MEMORANDUM

**APPROVAL FOR DONATION, LEASE, AND SERVICE
AGREEMENT BETWEEN SAFE HAVEN BABY BOXES, AND
THE TENNESSEE GRANT PROGRAM**

July 25, 2024

Submitted by:



Michael Williams, Fire Chief

SUBJECT:

My daughter Courtney Flavin has researched a program to give infants and newborns a Safe Haven. She has provided information to me that would allow the City of East Ridge to be an example of helping those in need. And in this case, infants/newborns. This program is called Safe Haven Baby Boxes. This program places a baby box inside one of our stations, allowing a mother to surrender a newborn.

On May 9, 2022, Governor Bill Lee signed into law Public Chapter 1008, which amended T.C.A. 68-11-255, 36-1-142 and 36-1-102 to permit mothers to place newborn infants in a newborn safety device which has been installed at a facility, including a fire station, staffed twenty-four (24) hours a day.

All the costs for the first three years with this installation, training, come from the Tennessee Grant Program. Mrs. Laverne Craig started this program in our State, and it has been a success. Any costs after three years will be paid for from the Fire Department budget. These costs would be for maintenance and such of the baby box.

RESOLUTION NO. 3571

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
TO ENTER INTO A DONATION, LEASE AND SERVICE
AGREEMENT REGARDING THE INSTALLATION OF A
SAFE HAVEN BABY BOX AT THE EAST RIDGE FIRE
STATION THROUGH THE TENNESSEE GRANT
PROGRAM**

WHEREAS, on May 9, 2022 Governor Bill Lee signed into law a bill that allows mothers of newborns to surrender unharmed babies to designated facilities, that are staffed twenty-four hours a day, within two weeks of birth without fear of being prosecuted; and

WHEREAS, Ms. Courtney Flavin has researched a program called Safe Haven Baby Boxes and provided information to East Ridge Fire Chief Mike Williams regarding the Baby Boxes that are placed in these facilities, such as Fire Stations, by the Craig Foundation; and

WHEREAS, Ms. Flavin and Chief Williams are working with Ms. Laverne Craig, of the Craig Foundaton, regarding the installation of a Safe Haven Baby Box at one of the East Ridge Fire Stations; and

WHEREAS, the costs of the baby box, installation, training, and maintenance, plus any other expenses incurred will be paid for from funds from the Tennessee Grant program for the first three years, after which time, the City will take over the cost of maintenance and any other expenses incurred; and

WHEREAS, in connection with the Safe Haven Baby Boxes program, the City intends to negotiate and enter into a Donation, Lease & Services Agreement in substantially the form of the agreement attached hereto as Exhibit 1; and

WHEREAS, the City of East Ridge is appreciative of the Craig Family for its generous donation to sponsor the Safe Haven Baby Box installation at the East Ridge Fire Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, as follows:

Section 1: The City is authorized to negotiate and enter into a Donation, Lease & Services Agreement in substantially the form of the agreement attached hereto as Exhibit 1.

Section 2: Upon the final agreement between the parties relative to the Safe Haven Baby Box, the East Ridge Fire Department is authorized to install a Safe Haven Baby Box at one of the East Ridge Fire Stations.

BE IT FURTHER RESOLVED that all costs for installation, training, and maintenance, plus any other expenses incurred for the Safe Haven Baby Box, will be paid for by funds from the Tennessee Grant program for the first three years, after which time, the City will take over the cost of maintenance and any other expenses incurred for the Safe Haven Baby Box.

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

DONATION, LEASE AND SERVICE AGREEMENT

THIS DONATION, LEASE AND SERVICE AGREEMENT (the "Agreement") entered into and effective as of, _____ 2024 (the Effective Date) is by and between **SAFE HAVEN BABY BOXES** ("SHBB"), an Indiana nonprofit corporation, and **THE TENNESSEE GRANT** ("TTG"), located at _____ and the **CITY OF EAST RIDGE, TENNESSEE**, a municipality in the State of Tennessee having an office at 1517 Tombras Avenue, East Ridge, Tennessee 37412 ("CITY" or "Provider") (each, a "Party", collectively, the "Parties").

RECITALS

WHEREAS, on May 9, 2022, Governor Bill Lee signed into law Public Chapter 1008, which amended T.C.A. 68-11-255, 36-1-142 and 36-1-102 to permit mothers to place newborn infants in a newborn safety device which has been installed at a facility, including a fire station, staffed twenty-four (24) hours a day; and

WHEREAS, pursuant to this new law, the mother dropping off this newborn infant shall have the right to remain anonymous, and shall not be pursued for any criminal penalty unless there is evidence of child abuse or child neglect; and

WHEREAS, the facility where this newborn safety device is placed will have the responsibility to immediately arrange for the newborn infant to be taken to the nearest hospital emergency room, at which time the Department of Children's Services shall assume care, custody and control of the newborn infant; and

WHEREAS, the East Ridge Fire Department ("ERFD") has worked in concert with the TTG who has a desire to donate all the funds necessary to lease, install and maintain a newborn safety device at one of the ERFD's fire stations in order to provide mothers with a safe location to place their infant when they feel they can no longer care for them instead of abandoning them in an unsafe place; and

WHEREAS, upon execution of this Agreement, funds in the amount of \$ _____ will be donated by the TTG to be used to purchase and install the newborn safety device at Fire Station __, and the amount of \$ _____ will be donated to the City of East Ridge for the first three years to maintain the device, after which time the City will be responsible for the cost of maintenance and other expenses incurred relative to the Safe Haven Baby Box; and

WHEREAS, SHBB is a nonprofit organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device") as this term is defined under Tennessee Law, and awareness related to preventing child abandonment; and

WHEREAS, the City has agreed to provide a location for implementation of a Safety Device on the premises where Fire Station __ is located; and

WHEREAS, SHBB is agreeable to placing a Safety Device to the ERFD's premises and undertaking certain services in relation thereto; and

WHEREAS, the City has confirmed that its location and the operation of the newborn safety device is acceptable under the laws and regulations of the State of Tennessee; and

NOW, THEREFORE, for and in consideration for the mutual terms and conditions contained herein and for other good and valuable consideration, the Parties agree as follows:

**ARTICLE 1.
INSTALLATION AND MAINTENANCE SERVICES**

- A. **Installation & Signage.** SHBB shall provide the City with one (1) Safety Device for installation on the premises of Fire Station __, located within the City of East Ridge, Tennessee. The City, using funds donated by TTG, shall contract for the installation of the Safety Device. SHBB has the option, by providing written notice to the City, of its intent to be present at the time of installation and provide guidance and advice on the placement in order to maximize awareness and implementation of its educational objectives. SHBB agrees to provide signage for the newborn safety device at no expense to the City. This signage shall be installed on/near the safety device. That being said, the City ultimately has the final authority to determine the appropriate location for the Safety Device. SHBB and the City agree to cooperate with respect to the appropriate third-party contractors to ensure that the contractor has the appropriate skill and knowledge for constructing improvements to the City's fire station.
- B. **Funding for Installation.** All costs for installation and expenses for labor and/or materials will be paid for by TTG as a donation to the City.
- C. **Permitting for the Safety Device.** As the owner of the Fire Station, the City is responsible for compliance with all laws and regulations applicable to any permitting requirements for the installation of the Safety Device.
- D. **Training.** SHBB will provide initial training to personnel selected by the City on the use, features, and procedures of the Safety Device. The City is responsible for future training of its personnel on the use, features, and procedures of the Safety Device. SHBB will provide group training services upon request.
- E. **Delivery & Testing of Device.** The Baby Box will be delivered in accordance to the following schedule of events:
- i. Initial fee will paid to SHBB by TTG within fourteen (14) days of execution of this Agreement.
 - ii. SHBB will schedule the delivery of the Baby Box within four (4) to six (6) weeks after receipt of payment.
 - iii. An installation date will be determined by the City, and said date will be provided to SHBB and TTG.
 - iv. The "Go-Live" date for the Safety Device will be determined after the following:
 - a. Installation is completed and the alarm system is ready for testing.
 - b. Seven consecutive days of successful alarm testing is completed.
 - c. Training of staff is completed.
 - d. Final Inspection is completed.

- v. Upon successful completion of testing, training, and final inspections the Parties will coordinate a date/time for the unveiling/blessing of the Baby Box.
- F. **Annual Maintenance and Services.** SHBB agrees to provide annual services (“Services”) related to the performance of this Agreement. Such Services shall include: (1) providing educational materials to the City and policies and procedures related to the maintenance of the Safety Device to the City; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; and (4) providing educational information to the general public regarding the location and awareness of the Safety Device as the City's fire station as well as other educational resources related to child welfare advocacy and safe haven law awareness. All costs for annual maintenance and services will be paid for by TTG, no later than January 1 of each year of the term of this Agreement, for the first three (3) years, after which time the City will be responsible for said costs. If at any time the costs and expenses for annual maintenance or Services for the Safety Device increase from the amounts set forth in Exhibit B, SHBB shall notify the City and the Parties agree to work in good faith to amend this Agreement to reflect such changes provided the Parties can agree to the amount of any such increase. Otherwise, the City has the right to immediately terminate this Agreement without penalty or any further obligation.
- G. **Ownership of Safety Device.** The City and TTG agree and acknowledge that the Safety Device is owned by SHBB. The City shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.
- H. **Cameras and Video Equipment.** The City agrees that any camera or video equipment installed on the side of Station __ will be installed in such a manner as to insure that the camera is not directed at the Safety Device.
- I. **Annual Inspection/ Repairs of Safety Device.** SHBB agrees to provide, at minimum, an annual inspection and maintenance of the Safety Device. If the Safety Device is malfunctioning, other than by reason of vandalism, the Parties agree that any and all repairs of the Safety Device, including any replacement of parts, will be conducted by SHBB. Cost for said repairs and replacement parts will be paid for by the TTG.

ARTICLE II. TERM

The term of this Agreement shall commence upon the effective date stated above and continue for a period of five (5) years ("Term"), and shall renew for additional five (5) year terms upon mutual written agreement of the Parties, unless terminated in accordance with Article VII below or as otherwise agreed to by the Parties.

**ARTICLE III.
CONSIDERATION**

In consideration for providing the Safety Device and Services described in Article I above, SHBB acknowledges having already received a fee of _____ Thousand and No/ 100 Dollars (\$____,000.00) directly from TTG, and has received no fees or payments from the City and further acknowledges no additional fees are due. Additionally, the Parties agree that TTG shall pay an annual fee of _____ and No/ 100 Dollars (\$____.00) on January 1 of each year for the first three (3) years, with the City assuming all responsibility thereafter, to cover the cost of annual maintenance of the Safety Device as set forth in Article I, Section F as well as the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as “Exhibit B”.

**ARTICLE IV.
ADDITIONAL OBLIGATIONS OF THE CITY AND TTG**

The City agrees to follow the Policies and Procedures attached hereto as “Exhibit A” provided by SHBB with regard to the Safety Device. As part of the installation of the Safety Device, TTG will pay any and all costs to procure and maintain a twenty-four (24) hour alarm monitoring the Safety Device at all times for the first three (3) years of this Agreement with the City being responsible for all such costs thereafter. Should the alarm monitoring service be disconnected for any reason, the City shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time to ensure that it is in good working order and to conduct tests related to its functionality and monitoring and alarm systems. If at any time the City determined that it can no longer provide alarm monitoring service for the Safety Device, the City will give SHBB sixty (60) days advance notice prior to termination of the service. SHBB will have the right, upon receipt of this notice, to remove the Safety Device from the City's location, at no charge to the City.

IF AT ANY TIME, A MALFUNCTION OR DISCONNECTION OF THE SAFETY DEVICE IS IDENTIFIED, THE CITY AGREES TO IMMEDIATELY SECURE AND LOCK THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR DISCONNECTED.

**ARTICLE V.
WARRANTIES AND REPRESENTATIONS**

A. Warranties of the City of East Ridge.

The City warrants and represents that the undersigned is a duly acting and authorized agent of the City who is empowered to execute this Agreement with full authority of the City. The City warrants and represents that the laws and regulations governing this jurisdiction authorize the placement of a Safety Device at a fire station, and such placement and administration of the Safety Device does not violate any law, ordinance, or governmental regulation.

B. Warranties of SHBB.

SHBB warrants and represents that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device. SHBB represents that the Safety Device is not a medical device and as such is not registered with the Food and Drug Administration. SHBB warrants and represents that the Safety Device is not intended as a consumer product and thus is not registered with the Consumer Product Safety Commission. SHBB further represents that the Safety Device is not registered with the Federal Trade Commission and/or the Federal Communications Commission. SHBB represents and warrants that the Safety Device is not tested by national recognized testing laboratories programs.

C. Disclaimer and Limitations of Warranties.

SHBB is not the manufacturer of the Safety Device and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use merchantability, condition, quality, performance or noninfringement of the Safety Device. With respect to the Safety Device, the City accepts it "as is." The Safety Device shall be subject to any warranties provided to the City by the Safety Device manufacturer and/or available by the Safety Device's Composite Parts.

There are no other warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein, or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, and/or any other construction work on the Safety Device, related to the Safety Device, or any other party thereof which has been subject to accident, negligence, alternation, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

**ARTICLE VI.
INSURANCE**

The City, pursuant to T.C.A. § 29-20-401 et seq., is a member and/or participant of Public Entities Partners, a non-profit organization established to administer pooled financial and administrative resources for purposes of providing risk management and insurance. The City shall maintain participation with Public Entities Partners or, if such participation is terminated, shall maintain insurance in full force and effect, at the City's sole cost, covering events or occurrences equivalent to coverage maintained by the City at other City-owned fire stations. The City's current insurance includes coverage as summarized in Exhibit C attached hereto and incorporated herein by reference and made a part of this Agreement as if it were fully set out verbatim. SHBB shall maintain in full force and effect, at its sole cost, commercial general liability insurance. Upon execution hereof and upon request, the City and SHBB shall provide each other with evidence of insurance as currently maintained pursuant to this Agreement. Nothing in this Agreement shall be interpreted to waive any subrogation rights of third-party insurers.

**ARTICLE VII.
TERMINATION**

This Agreement may terminate at any time upon sixty (60) days prior notice from the City to SHBB. SHBB may terminate this Agreement for any reason specified under Article VIII, below. At the point of termination of this Agreement, the City shall secure and lock the Safety Device and remove all signage provided by SHBB. The City may remove the Safety Device, but if so, it shall notify SHBB of the removal so that SHBB may retrieve the Safety Device. If the Safety Device is not removed, the City agrees to place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. While SHBB shall not be obligated to remove the Safety Device, if at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify the City of its intent to remove and record the Safety Device, at which time SHBB agrees to coordinate said removal with the City in order to schedule a time for the removal and retrieval of the Safety Device.

If SHBB terminates this Agreement, or any extension of it, and removes the Safety Device from the City's premises after the commencement of the Term, TTG shall be entitled to a prorated and amortized return or reimbursement of any fee for the current term which was paid to SHBB as consideration under Article III herein. However, should this Agreement be terminated by SHBB due to a breach of this Agreement, either by the City or TTG, TTG is not entitled to reimbursement or return of any fee for a previous Term of this Agreement.

**ARTICLE VIII.
BREACH OF AGREEMENT**

- A. **Failure to Pay Annual Maintenance Charges.** The Parties agree that TTG is responsible for paying SHBB the annual maintenance fee for the first three years, after which time, the City will take over the cost of maintenance and any other expenses incurred for the Safe Haven Baby Box. Should TTG fail to make this annual payment, SHBB shall notify the City within thirty (30) days of this failure to pay and offer the City the opportunity to remedy such failure. If the City fails to pay the annual fee, or fails to cause TTG to pay said fee, then SHBB has the right to terminate this Agreement in accordance with Article VII and remove the Safety Device.
- B. **Failure to Properly Monitor and Alarm Safety Device.** Should the City fail to properly monitor or maintain the required alarm on the Safety Device in accordance with Exhibit A to this Agreement, SHBB has the right, after giving the City the option to cure said breach in accordance with subsection C of Article VIII, to terminate this Agreement and remove the Safety Device.
- C. **Option to Cure.** If the City is notified by SHBB that the Safety Device is not properly functioning or lacks the monitoring called for under this Agreement, SHBB may order that the Safety Device be secured and locked until further inspection. The City shall then have thirty (30) days to cure any lack of monitoring or improper functions of the alarm on the Safety Device, however, such time may be extended by any delay attributable to SHBB. If

the City does not cure any lack of monitoring or improper alarm of the Safety Device within the initial thirty (30) day period, SHBB may grant the City additional time to remedy the deficiency, or terminate this Agreement in accordance with Article VII of this Agreement, and remove the Safety Device.

**ARTICLE IX.
NOTICES**

Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

City of East Ridge:
City Manager
1517 Tombras Avenue
East Ridge, TN 37412

(423) 867-7711

Safe Haven Baby Boxes:
Monica Kelsey
Post Office Box 185
Woodburn, IN 46797

(888) 742-2133 Ext. 700

cc: East Ridge Fire Department
Fire Chief
4214 Ringgold Rd
East Ridge, TN 37412
(423) 867-7100

East Tennessee Fund:

Notices shall be in writing and shall be effective when actually delivered in person, received via facsimile transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above.

**ARTICLE X
COOPERATION ON DEFENSE**

If any action, arbitration, charge, claim, complaint, demand, dispute, audit, grievance, hearing, inquiry, investigation, litigation, suit (whether civil, criminal, administrative, judicial, or investigative), or other proceeding is brought, commenced, or conducted against the City or SHBB by any third party arising out of any use of the Safety Device, (a "Third-Party Claim"), each Party will, and will cause their officials, employees, and agents to cooperate with the other Party of the defense of any such Third-Party Claim, and make available to the other party all witnesses, pertinent records, materials, and information in their possession or under its control relating thereto. The Parties agree that all communications between any Party and counsel responsible for or participating in the defense of any Third-Party Claim shall, to the extent possible, be made so as to preserve any applicable attorney-client or work-product privilege.

ARTICLE XI.

GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, and all exhibits attached hereto, contains the entire agreement between the Parties concerning the donation of the Safety Device and supersedes all prior written or oral agreements between the Parties to this Agreement.
- B. **Severability.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.
- C. **Assignment; Binding Effect.** No Party to this Agreement shall have the right to assign, transfer and/or subcontract its rights and/or duties and obligations arising under this Agreement, either in whole or in part, without the prior written consent of the other Party which such consent shall not be unreasonably withheld, conditioned and/or delayed. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, their successors and permitted assigns.
- D. **Governing Law; Forum.** Regardless of the location of the execution of this Agreement, the Parties hereby acknowledge and agree that this Agreement shall be governed in all respects, including validity, interpretation and effect by, and shall be enforceable in accordance with the internal laws of the State of Tennessee without regard to its conflicts of laws principles. The Parties hereby acknowledge and agree that the jurisdiction and venue for resolving any dispute arising regarding this Agreement shall be appropriate in the courts of Hamilton County, Tennessee in the United States of America, and the Parties hereby waive any objections to such jurisdiction and venue.
- E. **Written Amendments.** No addition to or modification of any term or provision of this Agreement, whether by amendment, addendum, or otherwise, shall be effective unless in writing signed by SHBB, TTG, and City, which with respect to the City means by the appropriate officials shown on the signature page of this Agreement.
- F. **Required Approvals.** Neither SHBB, TTG nor the City is bound by this Agreement until it has been approved by the appropriate officials shown on the signature page of this Agreement.
- G. **No Benefit for Third Parties.** Except as provided above, this Agreement is intended solely for the benefit of SHBB, TTG and City, and no benefit is conferred hereby, nor is any contractual relationship established hereby, upon or with any person or entity not a party to this Agreement.
- H. **Waivers.** No waiver by any Party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- I. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single

instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed on its behalf by a duly authorized representative as of the Effective Date.

CITY OF EAST RIDGE, TENNESSEE

SAFE HAVEN BABY BOXES

By: _____
Mayor

By: _____
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

EAST TENNESSEE FOUNDATION

By: _____
City Attorney

By: _____
Title: _____

Date: _____

Exhibits:

- A. Policies and Procedures for Use of Safety Device
- B. Services, Fees, and Expenses Schedule
- C. City of East Ridge's Insurance Certificate

EXHIBIT A
SAFE HAVEN BABY BOX POLICIES AND PROCEDURES

I. Purpose:

- A. A Baby Box (also referred to as a "newborn safety device" as provided for under Tennessee's Public Chapter 1008, which amended T.C.A. S 68-1 1255, S 36-1-142, and S 36-1-02), legally permits a mother in crisis to safely, securely, and anonymously surrender her newborn. The Baby Box is being provided by Safe Haven Baby Box, Inc. and will be paid for, installed and maintained using donations provided to the City by TTG. This Baby Box will be installed in an exterior wall of Station ___. The Baby Box has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door, which allows firefighters to secure the surrendered newborn from inside the fire station.

II. Background:

- A. The Baby Box Policy and Procedures supplement the existing Safe Haven Policy and these procedures should be followed if a newborn is anonymously surrendered using the Baby Box, rather than when a person surrenders an infant in person.
- B. As the Provider, Station ___ of the East Ridge Fire Department, is staffed by emergency first responders on a twenty-four (24) hour, seven (7) day a week basis.
- C. Station ___ is authorized as a legal location for use of the Safe Haven Baby Box and a newborn may be dropped off by a mother who wishes to relinquish custody under the provisions set forth in Tennessee law.
- D. Station ___ personnel shall be trained on use of the Baby Box, and will monitor and maintain the Safe Haven Baby Box in accordance with the procedures set forth in Section III below.
- E. The Baby Box is designed with three independent alarms and is activated:
- a. When the door is accessed from the outside.
 - b. When the newborn is placed in the box and activates the motion sensor.
 - c. When an electrical failure occurs to the Baby Box.

III. Procedures for Fire Department Personnel when the Baby Box is Activated:

- A. An alarm is activated to signal 911 when the Baby Box door is opened and a newborn may be inside the compartment on the prepared bed area.
- B. Firefighters must respond every time an alarm is activated at the Baby Box in order to verify whether a newborn has been dropped off. Firefighters are permitted to access the box from inside the fire station. If the Baby Box alarm sounds when Station ___ personnel are not present at the station, due to a fire call or some other lawful purpose (i.e., training), 911 shall dispatch the next available unit and notify the Fire Chief to check the Baby Box and retrieve the infant.
- C. If a newborn is inside the Baby Box, the firefighter retrieving the newborn shall evaluate the newborn's medical condition. At all times, the newborn shall be kept in a safe place and monitored continuously until such time as the newborn is transferred to the custody and control of the hospital. At no time should any departmental employee be left alone with the newborn.

- D. Following retrieval of the newborn, station personnel should immediately contact 911, advise 911 of the infant's medical condition, and request an ambulance for transport of the infant to the hospital. Firefighters must notify the ambulance and hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Tennessee law.
- E. Firefighters who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- F. After retrieving a newborn from the Baby Box, Fire Department personnel must verify that the door to the Baby Box is secured and closed.
- G. After retrieving a newborn from the Baby Box, Fire Department personnel must reset the alarm system after deactivation.
- H. Required Notifications:
 - a. The officer in charge should contact the Department of Children's Services (hereinafter referred to as "DCS") as soon as reasonably possible and no later than 2 hours after taking possession of the newborn.
 - b. East Ridge Administration (i.e. City Manager) shall be contacted within 2 hours of transferring the infant to the hospital
 - c. East Ridge Administration will contact Safe Haven Baby Boxes, Inc. by phone at 888-742-2133 extension 700 within twenty-four hours of the surrender.

IV. Dail Procedures for Station Personnel:

- A. Station personnel will ensure that a parent's rights form (to be provided by Safe Haven, Inc.) is located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door. Each shift will check to make sure this form is located in the Baby Box at radio check. Station personnel should request additional forms, if necessary, from East Ridge Administration if they do not have any forms at the time of radio check.
- B. During radio check, station personnel must daily conduct a visual check of Baby Box while testing other station equipment. Notation of the visual check shall be kept in a station log and will be made available to Safe Haven Baby Boxes, Inc. upon request. The log or record shall list the name of the persons testing the Baby Box, the date tested, and the result of the test. Once a week, station personnel must conduct an alarm check of the Baby Box and notate that the alarm is working in the station log.
- C. While checking the alarm, station personnel will also check the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket. If the sheet and blanket are not present, or are not clean, station personnel should contact the East Ridge purchasing agent for replacements, and place the replacement sheet and blanket in the Baby Box as soon as they are provided.
- D. When properly installed, the Baby Box will maintain a reasonable temperature for a newborn; at the daily radio check, if station personnel determine that the Baby Box temperature controls are not properly functioning, the box shall be locked and East Ridge administration (i.e. City Manager) shall be notified immediately so that repairs can be made by SHBB.

EXHIBIT B
SAFE HAVEN BABY BOXES INC.
SERVICES FEES AND EXPENSES SCHEDULE

Initial Fee: \$ _____ (\$ _____ with pre-installed camera option)

1. "Pre-installation" Services:
 - a. Examination of location
 - b. Administrative/Legal resources
 - c. Consultation on programs
 - d. Assistance with raising funds to support the cost of the box (optional)
2. Installation Services:
 - a. Inspection of installation
 - b. Training to all emergency personnel
3. Post Installation Services:
 - a. Marketing of the box
 - b. 24/7 hotline available to the community
 - c. Advertising of the box
 - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community

Annual Fee: \$ _____

1. Annual Fee Services
 - a. Recertification of the box by a licensed contractor
 - b. Maintenance of box from expected use
 - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$ _____ to \$ _____)

**Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$ _____. Cost based on location and transportation from Indiana. You can pick up at our Fort Wayne IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled).
2. Installation: Labor and materials (approximately \$ _____ to \$ _____).
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby (approximately \$ _____).
4. Annual Alarm Service: Annual fee for monitoring \$ _____ annually paid by location to Alarm Company.
5. Permits or other requirements prior to construction. (varies)
6. Camera option. Box comes pre-installed with the Amazon Blink™ camera and requires a third party membership to activate. Location must have a Wi-Fi connection. **Alternatives may apply. Please contact SHBB for more information.*

EXHIBIT C
CITY OF EAST RIDGE'S INSURANCE CERTIFICATE

The City of East Ridge's risk management and insurance coverage is administered by Public Entity Partners, a non profit organization, and meets the tort limits under the Governmental Tort Liability Act, codified at T.C.A. § 29-20-403, which limits are \$300,000 per person and \$700,000 per occurrence for Bodily Injury, and \$100,000 per occurrence for Property Damage. With respect to any covered loss that is deemed not to be subject to the GTLA tort limits, the City has coverage of \$2,000,000.

RESOLUTION NO. 3572

AGENDA MEMORANDUM

Athletic Soccer Field Supplier

July 25, 2024

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Rec Department opened sealed bids on July 17, 2024 for Athletic Soccer Field Suppliers within Camp Jordan Park. The Parks and Recreation Department is seeking items for purchase within the fiscal year of July 2024-June 2025.

Two (2) bids were received.

Bid Tabulations:

- Harrells, LLC \$19,421.00 meets all bid specifications.
- Advanced Turf Solutions \$23,877.45 meets all bid specifications.

Staff recommended awarding the bid to Harrells, LLC for FY 2024 - 2025, as they had the lowest bid.

Attachment

SS

RESOLUTION NO. 3572

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR AN ATHLETIC FIELD SUPPLIER FOR SOCCER FIELDS AT CAMP JORDAN PARK FOR FY 2024 - 2025

WHEREAS, on June 23, 2024, the City of East Ridge advertised for bids for an Athletic Field Supplier for Soccer Fields at Camp Jordan Park for FY 2024 – 2025.

WHEREAS, sealed bids were opened and publicly read on July 17, 2024, beginning at 2:30 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 an Athletic Field Supplier for Soccer Fields at Camp Jordan Park for FY 2024 – 2025 be awarded to Harrells, LLC in the amount of \$19,421.00, which meets all bid specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for an Athletic Field Supplier for Soccer Fields at Camp Jordan Park for FY 2024 – 2025 be awarded to Harrells, LLC in the amount of \$19,421.00, which meets all bid specifications.

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 Harrell's, 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

TERMS AND CONDITIONS GOVERNING THIS BID

Pursuant to Tennessee State Law, the Iran Divestment Act Certification attached must be completed, notarized, and returned with the bid in order for the bid to be considered and awarded.

All bids must be sealed and property marked "2024-2025 East Ridge Parks and Recreation Athletic Soccer Field Supplier" on the outside of the envelope. Late bids will not be considered under any circumstances.

Contact Parks and Recreation Director Shawna Skiles at 423-260-9190 or sskiles@eastridgetn.gov to schedule an appointment to inspect the project area. Bidders are strongly encouraged to visit the site of the work.

Bids for the Parks and Rec Field Supplies for July 2024-June 2025 will be received up and until 2:30 pm EST on Wednesday, July 17, 2024 at the Office of the City Recorder, 1517 Tombras Avenue, East Ridge, Tennessee, 37412. At that time, bids received will be opened and read aloud. All questions on this project should be directed to Shawna Skiles at 423-260-9190 or sskiles@eastridgetn.gov.

The City of East Ridge reserves the right to reject any or all bids, to waive technicalities therein, and to award the bid in the City's best interest.

**2024 East Ridge Parks and Recreation
Athletic Soccer Field Supplier Bid Specifications
Bid Opening
Wednesday July 17, 2024 at 2:30 pm
East Ridge City Hall
1517 Tombras Avenue
East Ridge, TN 37412**

COMPANY: Harrell's, LLC

ADDRESS: 5105 New Tampa Hwy, Lakeland, FL 33815

PHONE: 800-282-8007

E-MAIL: Bids@Harrells.com

PRINT NAME: Ella Kimbrel

SIGNED: *Ella Kimbrel*

DATE: 7/12/2024

**2024 East Ridge Parks and Recreation
 Athletic Soccer Field Supplier Bid Specifications
 Bid Opening
 Wednesday July 17, 2024 at 2:30 pm
 East Ridge City Hall
 1517 Tombras Avenue
 East Ridge Tn 37412**

All quantities are best estimates and are not a contracted purchase amount.

<u>ITEM</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
RonStar 23 ACR Gran	120	\$33.00/50lb bag	<u>\$3,960.00</u>
Prodiamine Spray	23 ACR	\$186.00/2.5gal	<u>\$372.00</u>
46-0-0	210 bags	\$19.00/50lb bag	<u>\$3,990.00</u>
Multi Fertilizer	70 bags	\$21.00/50lb bag	<u>\$1,470.00</u>
18-24-12	70 bags	\$24.00/50lb bag	<u>\$1,680.00</u>
BroadLeaf Weed & POA	23 ACR	\$55.00/1.5oz	<u>\$1,265.00</u>
Grassy Weed 25 ACR	25 ACR	\$61.00/2.5gal	<u>\$244.00</u>
Annual Rye	7000 LBS	\$0.92/lbs (\$46.00/50lb bag)	<u>\$6,440.00</u>

Grand Total **\$19,421.00**

TERMS AND CONDITIONS GOVERNING THIS BID

Pursuant to Tennessee State Law, the Iran Divestment Act Certification attached must be completed, notarized, and returned with the bid in order for the bid to be considered and awarded.

All bids must be sealed and property marked "2024-2025 East Ridge Parks and Recreation Athletic Soccer Field Supplier" on the outside of the envelope. Late bids will not be considered under any circumstances.

Contact Parks and Recreation Director Shawna Skiles at 423-260-9190 or sskiles@eastridgetn.gov to schedule an appointment to inspect the project area. Bidders are strongly encouraged to visit the site of the work.

Bids for the Parks and Rec Field Supplies for July 2024-June 2025 will be received up and until 2:30 pm EST on Wednesday, July 17, 2024 at the Office of the City Recorder, 1517 Tombras Avenue, East Ridge, Tennessee, 37412. At that time, bids received will be opened and read aloud. All questions on this project should be directed to Shawna Skiles at 423-260-9190 or sskiles@eastridgetn.gov.

The City of East Ridge reserves the right to reject any or all bids, to waive technicalities therein, and to award the bid in the City's best interest.

**2024 East Ridge Parks and Recreation
Athletic Soccer Field Supplier Bid Specifications
Bid Opening
Wednesday July 17, 2024 at 2:30 pm**

**East Ridge City Hall
1517 Tombras Avenue
East Ridge, TN 37412**

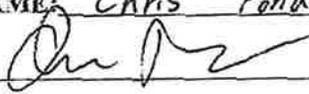
COMPANY: Advanced Turf Solutions

ADDRESS: 4023 Travis Dr. Nashville, TN 37211 (Nashville Location)
12955 Ford Dr. Fishers, IN 46038 (Corporate Office)

PHONE: 615-920-2181

E-MAIL: CFONDREN@Advancedturf.com

PRINT NAME: Chris Fondren

SIGNED: 

DATE: 7/11/24

2024 East Ridge Parks and Recreation
Athletic Soccer Field Supplier Bid Specifications
Bid Opening
Wednesday July 17, 2024 at 2:30 pm

East Ridge City Hall
1517 Tombras Avenue
East Ridge Tn 37412

All quantities are best estimates and are not a contracted purchase amount.

<u>ITEM</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
RonStar 23 ACR Gran 5-0-20 17. Oxadiazon	120	<u>\$43.48/50lb</u>	<u>\$ 5,217.60</u>
Prodiamine Spray Kade 4L	23 ACR	<u>\$251/2.5 Gal</u>	<u>\$ 502</u>
46-0-0	210 bags	<u>\$19.62/50lb</u>	<u>\$ 4,120.20</u>
Multi Fertilizer 22-3-11 50% Slow Release	70 bags	<u>\$20.47/50lb</u>	<u>\$ 1,432.90</u>
18-24-12 16-28-12 30% Slow Release	70 bags	<u>\$26.07/50lb</u>	<u>\$ 1,824.90</u>
BroadLeaf Weed & POA Negate	23 ACR	<u>\$55/1.5oz</u>	<u>\$ 1,265</u>
Grassy Weed 25 ACR MSMA	25 ACR	<u>\$107.89/2.5 gal</u>	<u>\$ 539.45</u>
Annual Rye Breakout II Annual Rye Blend 0% Weed Seed, Blue Tag Certified	7000 LBS	<u>\$64.11/50lb</u>	<u>\$ 8,975.40</u>

Grand Total \$ 23,877.45

RESOLUTION NO. 3573

AGENDA MEMORANDUM

Criminal Investigation Division Vehicles

July 25, 2024

Submitted by:

Clint Uselton

Name, Title

SUBJECT:

The East Ridge Police Department requests approval to purchase four Chevrolet Colorado trucks from Wilson County Motors. These vehicles will be utilized by detectives in the Criminal Investigation Division. The purchase will be made under statewide contract 209. The purchase price for each vehicle is \$36,217.40 for a total purchase price of \$144,869.60. The purchase was included in the annual budget.

Attachment: Wilson County Motors Quote

RESOLUTION NO. 3573

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE
TO PURCHASE FOUR (4) CHEVROLET COLORADO
TRUCKS FOR THE POLICE DEPARTMENT THROUGH
THE TENNESSEE DEPARTMENT OF GENERAL SERVICES
STATE-WIDE CONTRACT LISTING #209, PURSUANT TO
TENNESSEE CODE ANNOTATED 12-3-1201(b)**

WHEREAS, the City of East Ridge Police Department is in need of vehicles to be used by detectives in the Criminal Investigation Division; and

WHEREAS, the City of East Ridge is allowed to purchase from the Department of General Services Statewide Contract Listing, pursuant to T.C.A. 12-3-1201(b), without obtaining competitive bids; and

WHEREAS, the statewide contract price for a Chevrolet Colorado truck from Wilson County Motors on the Statewide Contract Listing #209 is \$36,217.40, with four (4) trucks being a total of \$144,869.60.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase, four (4) Chevrolet Colorado trucks from Wilson County Motors in the amount of \$36,217.40 for a total of \$144,869.60, on the Statewide Contract Listing #209, pursuant to TCA 12-3-1201(b).

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



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

East Ridge

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT





Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Sabrina Edwards
Wilson County Motors
615-444-9642
Sabrina@wilsoncountyauto.com

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT (✔ Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$32,524.80	\$35,200.00
Total Options	\$2,097.60	\$2,745.00
Vehicle Subtotal	\$34,622.40	\$37,945.00
Destination Charge	\$1,595.00	\$1,595.00
Grand Total	\$36,217.40	\$39,540.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT ( Complete)

Weight Ratings

WEIGHT RATINGS

Front Gross Axle Weight Rating:	3500 lbs
Rear Gross Axle Weight Rating:	3600 lbs
Gross Vehicle Weight Rating:	6250.00 lbs

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
14F43	2024 Chevrolet Colorado 4WD Crew Cab LT	\$32,524.80	\$35,200.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Included with (PCV) LT Convenience Package II. Requires (MFC) 8-speed Transmission.)	\$924.00	\$1,050.00

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MFC	Transmission, 8-speed automatic (Included with (L3B) 2.7L TurboMax engine.)	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	VQ2	MSRP
C6X	GVWR, 6250 lbs. (2835 kg) (Requires (L3B) 2.7L TurboMax engine.)	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GU6	Rear axle, 3.42 ratio	\$0.00	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	VQ2	MSRP
4LT	LT Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT (Complete)

WHEELS

CODE	DESCRIPTION	VQ2	MSRP
Q5W	Wheels, 17" x 8" (43.2 cm x 20.3 cm), Argent Metallic aluminum (STD)	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	VQ2	MSRP
QHR	Tires, 255/65R17 all-season, blackwall (STD) (Requires (Q5W) 17" aluminum wheels.)	\$0.00	\$0.00

SPARE TIRE

CODE	DESCRIPTION	VQ2	MSRP
ZAO	Tire, spare 255/65R17 all-season, blackwall (Included and only available with (RM7) spare wheel. Requires (L3B) 2.7L TurboMax engine. Included with (PCV) LT Convenience Package II.)	Inc.	Inc.

PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
A50	Seats, front bucket (STD)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2Z	Jet Black, Cloth seat trim	\$0.00	\$0.00

RADIO

CODE	DESCRIPTION	VQ2	MSRP
URL	11.3" diagonal advanced color LCD display with Google built-In compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)	\$0.00	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT (Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
ZL6	Advanced Trailing Package (Includes (Z82) Trailing Package, (G80) Differential, automatic locking rear, (U1D) Trailing App.)	\$831.60	\$945.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
G80	Differential, automatic locking rear (Included with (ZL6) Advanced Trailing Package.)	Inc.	Inc.
JL1	Trailer brake controller, integrated (Included and only available with (Z82) Trailing Package.)	Inc.	Inc.
KW5	Generator, 220 amp (Requires (L3B) 2.7L TurboMax engine and (Z82) Trailing Package.)	\$132.00	\$150.00
U1D	Trailing App (Included and only available with (ZL6) Advanced Trailing Package.)	Inc.	Inc.
Z82	Trailing Package, heavy-duty includes trailer hitch and 7-pin connector (Includes (JL1) Trailer brake controller. Requires (L3B) 2.7L TurboMax engine and (KW5) 220 amp generator. Included with (ZL6) Advanced Trailing Package.)	Inc.	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
RM7	Wheel, spare, 17 x 8" (43.2 cm x 20.3 cm) steel (Requires (L3B) 2.7L TurboMax engine.)	\$0.00	\$0.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Adjustment	State price adjustment	\$600.00	\$600.00
Fed Tire	Federal Tire Fee	\$10.00	\$0.00
Gov Asst	Government Assistance	(\$400.00)	\$0.00
Options Total		\$2,097.60	\$2,745.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKT) Front Pedestrian and Bicyclist Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator - (Requires a future software update), (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Beginning at the start of production, certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)

Mechanical

Engine, 2.7L Turbo (237 hp [177 kW] @ 5600 rpm, 260 lb-ft of torque [350 Nm] @ 1200-4000 rpm) (STD) (Requires (N8R) 8-speed Transmission.)

Transmission, 8-speed automatic (STD) (Included with (L2R) 2.7L Turbo Engine.)

Rear axle, 3.42 ratio

GVWR, 6000 lbs. (2722 kg) (STD) (Requires (L2R) 2.7L Turbo engine.)

Engine control, stop/start system disable button

Engine air filtration monitor

Push Button Start

Automatic Stop/Start

Transfer case, single speed electronic Autotrac with push button control

Four wheel drive

Battery, AGM, 800 cold-cranking amps with 80 amp hour rating, 12V

Generator, 170 amp (Not available with (Z82) Trailering Package.)

Radiator Grille Shutters, automatic

Vehicle health management, provides advanced warning of vehicle issues

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching

Recovery hooks, front, Black

Frame, fully-boxed

Pickup box

Brakes, 4-wheel antilock, 4-wheel disc

Capless fuel fill

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm), Argent Metallic aluminum (STD)

Tires, 255/65R17 all-season, blackwall (STD) (Requires (Q5W) 17" aluminum wheels.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT (🟢 Complete)

Exterior

Tire, compact spare T175/90D18, blackwall (STD) (Requires (RTI) 18" x 4.5" (46.7cm x 11.4cm) steel, compact wheel.)

Wheel, Compact Spare, 18" x 4.5" (45.7 cm x 11.4 cm) steel (Requires (L2R) 2.7L Turbo engine.)

CornerStep, rear bumper

Moldings, Black beltline

Exterior, B-pillar applique (Not available on (GBA) Black and (GXN) Harvest Bronze Metallic.)

Headlamps, halogen with automatic exterior lamp control (Not available with (PDB) LT Convenience Package III.)

IntelliBeam, automatic high beam on/off

Headlamp control, automatic on and off with automatic delay

Cargo box light, back of cab

Mirrors, outside power-adjustable

Mirror caps, painted (Painted. Cool Anderson Metallic.)

Glass, deep-tinted

Glass, solar glazing front side windows

Glass, privacy glazing rear side windows

Windshield, solar absorbing

Door handles, body-color

Tailgate, remote locking, (locks and unlocks with key fob)

Entertainment

11.3" diagonal advanced color LCD display with Google built-in compatibility including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD) (Terms and limitations apply.)

Audio system feature, 6-speaker system

SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wireless phone projection, for Apple CarPlay and Android Auto

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT ( Complete)

Entertainment

Chevrolet Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)
Seat trim, Cloth
Seat adjuster, driver 6-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 split-folding bench with storage
Console, floor front compartment with cup holders and cell phone storage
Floor covering, color-keyed carpeting
Floor mats, carpeted front
Floor mats, carpeted rear
Steering column, tilt, manual (Not available with (PCZ) LT Convenience Package.)
Steering wheel, wrapped
Steering wheel controls, mounted audio controls
Speedometer, miles/kilometers
Driver Information Center, 11" diagonal fully-digital display
Windows, power with driver express up/down
Window, power front, passenger express down
Windows, power rear, express down
Windows, remote express down all windows
Door locks, power
Keyless Open and Start
Theft-deterrent system, unauthorized entry
USB Ports, 2 (first row) located on console
USB Port, rear, single, charge only
Power outlet, 12-volt located in center console bin
Air conditioning, single-zone manual climate control
Air vents, rear
Heater, air conditioning duct, rear passenger
Handles, door release, front and rear, Chrome

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT (✔ Complete)

Interior

Mirror, inside rearview manual day/night (Not available with (PCV) LT Convenience Package II.)
Visors, driver and front passenger vanity mirrors (Not available with (PCZ) LT Convenience Package.)
Lighting, interior, dual reading
Lighting, interior, center dome
Map pocket, front passenger seatback
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian and Bicyclist Braking
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
Hitch View

Safety-Exterior

Daytime Running Lamps, Halogen (Not available with (PDB) LT Convenience Package III.)

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Not available with (CWM) Technology Package.)
Lane Keep Assist with Lane Departure Warning
Forward Collision Alert
Following Distance Indicator - (Requires a future software update) (Beginning at the start of production, Certain vehicles will not be equipped with (UE4) Following Distance Indicator functionality which will require a future software update to function.)
LED Reflective Windshield Collision Alert
Seat Belt, Black

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT ( Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Door locks, rear child security

Rear Seat Reminder

Rear Seat Belt Indicator

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu (Not available with (T4Z) Buckle To Drive.)

Tire Fill Alert provides an audible indication when tire pressure is added to a tire that is low. Aids to achieve optimal tire pressure

Tire Pressure Monitoring System (does not apply to spare tire)

Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2024 Chevrolet Colorado (14F43) 4WD Crew Cab LT ( Complete)



Note:Photo may not represent exact vehicle or selected equipment.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21667. Data Updated: Feb 6, 2024 6:43:00 PM PST.

RESOLUTION NO. 3574

AGENDA MEMORANDUM

Patrol Car Purchase

July 25, 2024

Submitted by:

Clint Uselton, Police Chief
Name, Title

SUBJECT:

The East Ridge Police Department requests approval to purchase six 2025 Ford Interceptor SUVs from Lonnie Cobb Ford. These vehicles will be used in the patrol division for front line officers. The purchase will be made under statewide contract 209. The purchase price for each outfitted vehicle is \$55,042.00 (\$44,601.00 for the vehicle and \$10,441.00 for the equipment) for a total of \$330,252.00. The purchase was included in the annual budget with \$267,606.00 coming from the general fund and \$62,646.00 coming from the drug fund.

Attachments: Lonnie Cobb Ford Vehicle quote, equipment and install quote

RESOLUTION NO. 3574

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE SIX (6) 2025 FORD INTERCEPTOR SPORT UTILITY VEHICLES (“SUVs”) FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, the City of East Ridge Police Department is in need of six (6) Police Ford Interceptor vehicles; and

WHEREAS, the vehicles will be used in the Patrol Division for front line officers; and

WHEREAS, the City of East Ridge is allowed to purchase from the Department of General Services Statewide Contract Listing, pursuant to T.C.A. 12-3-1201(b), without obtaining competitive bids; and

WHEREAS, the cost for the vehicles from Lonnie Cobb Ford on the Tennessee Statewide Vehicle Contract #209 is

- | | |
|--------------------------|--------------------|
| • Vehicle | \$44,601.00 |
| • Equipment | <u>\$10,441.00</u> |
| • Total for each vehicle | \$55,042.00 |

Grand Total for Six Vehicles \$330,252.00

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase, six (6) 2025 Police Ford Interceptors from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209, pursuant to TCA 12-3-1201(b), at a cost of \$55,042.00 each, for a total of \$330,252.00.

BE IT FURTHER RESOLVED that \$267,606.00 will come from the General Fund and \$62,646.00 will come from the Drug Fund to purchase the vehicles.

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

SWC 209

Lonnie Cobb Contract # 80355

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 06/11/2024



Lonnie Cobb Ford | 1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK

06/11/2024

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty

96 months/100,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

06/11/2024

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$49,515.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way power lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way power lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
06/11/2024

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</p> <p><i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i></p> <p><i>Includes:</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></p>	
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$80.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
YZ_01	Oxford White	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		\$47,765.00
Destination Charge		\$1,595.00
TOTAL		\$49,360.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
06/11/2024

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$49,515.00
Options	-\$1,750.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$49,360.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$4,759.00
Total		\$44,601.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



1618 US Hwy 45 N
Henderson Tn 38340

SALES QUOTATION

Steven Blackstock
Fleet Services Manager
731-989-2121 office
731-234-2656 cell
lcaq.fleet@gmail.com

AGENCY:	East Ridge PD	VEHICLE INFORMATION
CONTACT:		
ADDRESS:		
CITY/ST/ZIP:		
EMAIL:		

Thank you for your inquiry,
We are pleased to quote you the following

DATE	7/2/2024
VALID TILL	
QUOTE NUMBER	

QUANTITY	ITEM NUMBER	COLOR	MFG	ITEM	INSTALL LOCATION	UNIT PRICE	EXTENDED PRICE
1	PF200		FEDSIG	SIREN		\$2,495.00	\$2,495.00
1	ESC100		FEDSIG	SPEAKER and bracket		\$-	\$-
1	tint			tint		\$195.00	\$195.00
1	53 ALLEGIANT	B/W-B/A	FEDSIG	LIGHTBAR		\$-	\$-
1	OBD CABLE		jotto	mamba computer mount		\$649.00	\$649.00
2	416300-b		fedsig	flushmount		\$73.00	\$146.00
1	416900Z-VHB		FEDSIG	CORNER KIT		\$10.00	\$10.00
1	DFC-PB-FPIU20		FEDSIG	PUSH BUMPER NO WRAPS		\$535.00	\$535.00
1	DFC-TC4L		FEDSIG	CHANNEL		\$56.00	\$56.00
2	416900Z-BW	B/W	FEDSIG	FRONT CORNERS		\$89.00	\$178.00
10	MPS63U-BW	B/W/A	FEDSIG	SURFACE MOUNT MICROPULSE		\$122.00	\$1,220.00
1	MPSMW9-FPIU20MIR		FEDSIG	MIRROR BRACKETS		\$23.00	\$23.00
2	MPSW9-BW		FEDSIG	MIRROR LIGHTS		\$149.00	\$298.00
2	XSM1-BRW-US	b	FEDSIG	1/4 glass		\$105.00	\$210.00
1	COAX			20' NMO MOTO KIT COAX AND ANT		\$83.00	\$83.00
1	ETTFUT-16		sos	TLF		\$128.00	\$128.00
1	475-0063		JOTTO	SPACE SAVER PARTITION W LEXAN		\$759.00	\$759.00
1	475-1337		JOTTO	CARGO BARRIER		\$515.00	\$515.00
1	475-0968			HSEP		\$110.00	\$110.00
1	425-6260			ARMREST		\$51.00	\$51.00
1	425-6512			console		\$455.00	\$455.00

1	425-3704		cup holder 4"		\$40.00	\$40.00
1	425-1485		STORAGE BOX		\$40.00	\$40.00
1	425-6141		moto APX6500 faceplate 3"		\$-	\$-
1	425-6287		FS faceplate pf200 series 3"		\$-	\$-
2	425-6359		4" blank		\$-	\$-
1	MAG MIC		Mag MIC		\$41.00	\$41.00
1	475-2010		DUAL GUN LOCK		\$475.00	\$475.00
1	425-6701		12v outlet 2" USB		\$79.00	\$79.00
1	INSTALL		INSTALLATION OF ACCESSORIES	TLS	\$1,450.00	\$1,450.00
	FREIGHT		INCOMING FREIGHT	lcag		
1	SS		SHOP SUPPLIES	leu	\$200.00	\$200.00
GRAND TOTAL					SUBTOTAL	\$10,241.00
GRAND TOTAL						\$10,441.00

QUOTE PRODUCED BY: _____

RESOLUTION NO. 3575

**AGENDA MEMORANDUM
PURCHASE OF A JOHN DEERE GATOR**

JULY 25, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department is seeking approval to purchase a John Deere Gator from Ag-Pro under the Sourcewell cooperative purchasing agreement in the amount of \$10,649.32. This is a budgeted item. This new gator will replace one of the older gators with 5,240 hours. We use the gators for dragging and prepping fields, in and around baseball, softball, and soccer. We also use them for pulling trash during tournaments, on the track, canoe launches, and getting around the park for events not accessible by trucks.

Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

See attached specifications and quote.

SS

RESOLUTION NO. 3575

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO
PURCHASE A JOHN DEERE GATOR UTILITY VEHICLE FROM
AG-PRO THROUGH THE SOURCEWELL PURCHASING
ALLIANCE CONTRACT LISTING #031121-DAC**

WHEREAS, the City of East Ridge Parks and Recreation Department is in need of a new Gator Utility Vehicle to replace an older model with considerable running hours; and

WHEREAS, the City of East Ridge is allowed to purchase through membership in the Sourcewell Purchasing Alliance which uses a competitive solicitation and selection process to bid out a variety of goods, products, and services to local governments, eliminating the need for the City to obtain competitive bids; and

WHEREAS, the total cost of a new Gator Utility Vehicle from Ag-Pro through the Sourcewell Purchasing Alliance is \$10,649.32

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to purchase a new Gator Utility Vehicle from Ag-Pro through the Sourcewell Purchasing Alliance, contract listing #031121-DAC, without obtaining competitive bids, for a total cost of \$10,649.32

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



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
3529 Apd 40 Sw
Cleveland, TN 37311
423-559-1958
WClevelandGM@agproco.com

Quote Summary

Prepared For:

CITY OF EASTRIDGE
1517 TOMBRAS AVE
CHATTANOOGA, TN 37412
Business: 423-867-7711

Delivering Dealer:

Ag-Pro
Wheeler William
3529 Apd 40 Sw
Cleveland, TN 37311
Phone: 423-559-1958
wwheeler@agproco.com

Quote ID: 31300098
Created On: 09 July 2024
Last Modified On: 09 July 2024
Expiration Date: 31 July 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TX (Model Year 2024) - 1M04X2XDPRM193192 Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date:	\$ 10,649.32 X	1 =	\$ 10,649.32
Equipment Total			\$ 10,649.32

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 10,649.32
Trade In	
SubTotal	\$ 10,649.32
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,649.32
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,649.32

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 31300098 Customer Name: CITY OF EASTRIDGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Pro
3529 Apd 40 Sw
Cleveland, TN 37311
423-559-1958
WClevelandGM@agproco.com

JOHN DEERE GATOR™ TX (Model Year 2024) - 1M04X2XDPRM193192

Hours: 1

Stock Number: 18019253

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *
\$ 10,649.32

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A6M	0 JOHN DEERE GATOR,4X2 TX GAS	1	\$ 10,949.00	17.00	\$ 1,861.33	\$ 9,087.67	\$ 9,087.67
Standard Options - Per Unit							
0202	COUNTRY CODE- US	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	BUILD TO ORDER	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	CAYMAN TURF TIRES	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	NON-ADJUSTABLE SEAT	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	CARGO BOX,POLY,BRK/ TAILLIGHT	1	\$ 573.00	17.00	\$ 97.41	\$ 475.59	\$ 475.59
3100	MANUAL LIFT W/LATCH/ PROP ROD	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	LESS FRONT PROTECT PACKAGE	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	LESS REAR PROTECTION PACKAGE	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 573.00		\$ 97.41	\$ 475.59	\$ 475.59
Dealer Attachments/Non-Contract/Open Market							
BM23734	Kit,lift actuator bx/turf	1	\$ 1,086.06	0.00	\$ 0.00	\$ 1,086.06	\$ 1,086.06
Dealer Attachments Total			\$ 1,086.06		\$ 0.00	\$ 1,086.06	\$ 1,086.06
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Additional Discount Total					\$ 0.00	\$ -0.00	\$ -0.00
Total Selling Price			\$ 12,608.06		\$ 1,958.74	\$ 10,649.32	\$ 10,649.32



JOHN DEERE

Extended Repair Plan Proposal

PowerGard™ Protection Plan Residential

Date : July 9, 2024			
Machine/Use Information		Plan Description	Price
Manufacturer	JOHN DEERE	Plan Type:	Deductible:
Equipment Type	TX 4X2 GAS GATOR	Coverage:	Quoted Price \$ 0.00
Model	TX 4X2 GAS GATOR	Total Months:	
		Total Hours:	

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also pass fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). *Limited* Plan coverage = Engine & Powertrain only. *Comprehensive* Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

- I ACCEPT the Residential plan
- I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.



JOHN DEERE

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan(Note:A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage

RESOLUTION NO. 3576

**AGENDA MEMORANDUM
FAMILY JUSTICE CENTER**

July 25, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Mayor Brian Williams and I were invited by Regina McDevitt, Executive Director, Chattanooga/Hamilton County Family Justice Center (FJC), in February 2024 to visit their facility on 5705 Uptain Road, Chattanooga and hear their presentation on their purpose and the services that they provide individuals in Hamilton County. The services the FJC provide at their location include domestic violence, intimate partner, sexual assault, elder abuse, human trafficking, and child abuse victims and their families.

Attached hereto please find a briefings/outline on the purpose and services of the Center. I draw your attention to the third page of their presentation where they provide a breakdown of the number of persons that requested services through the FJC last year. They note that they assisted 74 East Ridge people.

Since the FJC provides assistance to East Ridge residents the Center requested funding from the City for FY 2024/2025. Mayor Williams and I felt that the City should contribute some dollar amount to the FJC; and therefore, an appropriation of \$10,000 was included in the City's budget. Since this is a contribution I feel that the City Council needs to approve it.

Attachment

JSM/

RESOLUTION NO. 3576

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL AUTHORIZING THE CITY TO
DONATE \$10,000 TO THE CHATTANOOGA/
HAMILTON COUNTY FAMILY JUSTICE
CENTER**

WHEREAS, the Chattanooga/Hamilton County Family Justice Center provides services to victims of domestic violence, sexual assault, child physical and sexual abuse, human trafficking, elder abuse, and more; and

WHEREAS, these services are provided to residents of unincorporated Hamilton County, the Cities of East Ridge, Chattanooga, Red Bank, Soddy Daisy, and Collegedale, as well as areas outside of Hamilton County; and

WHEREAS, since the Family Justice Center provides services to citizens of the City of East Ridge, the Council and City Manager felt it was appropriate to include a \$10,000 donation in the budget for FY 2024 – 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge that the City Manager is authorized to expend funds of \$10,000 to the Chattanooga/Hamilton County Family Justice Center in support of their efforts to help victims of abuse in East Ridge and the surrounding areas.

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



Regina McDevitt, M.Ed.
Executive Director

City of Chattanooga
Mayor Tim Kelly



Patti Childers, LBSW, CCFP, CMIP
Assistant Director of Outreach, Training & Volunteers

City of Chattanooga
Mayor Tim Kelly

Chattanooga/Hamilton County Family Justice Center
5705 Uptain Road
Chattanooga, TN 37411
Phone: (423) 643-7602
Fax: (423) 531-9539
Cell: (423) 718-0334
rrmcdevitt@chattanooga.gov

Chattanooga/Hamilton County Family Justice Center
5705 Uptain Road
Chattanooga, TN 37411
Phone: (423) 643-7603
pchilders@chattanooga.gov



Family Justice Center
Chattanooga • Hamilton County
Pathways to Hope and Safety

INFORMATION FOR THE EAST RIDGE CITY COUNCIL FEBRUARY 2024

PURPOSE

The FJC is a "One Stop Shop" for the services, education and training necessary to meet the governmental mandate of protecting the public welfare relative to matters of physical and mental abuse. Work includes:

- 1) Services to victims of domestic violence; sexual assault; child physical and sexual abuse; human trafficking and elder abuse - and
- 2) Education and Training for law enforcement; direct service providers; educators; faith-based institutions; government and community organizations relative to these issues.
- 3) Coordinated Community Response that systemically addresses issues of domestic violence and sexual assault

STRATEGY FOR SERVICE DELIVERY

It takes a physical facility, a Board of Directors and Professional Service Providers to ensure timely and quality service delivery that includes:

- Direct Services
- Training
- Education
- Prevention
- Coordinated Community Response

➤ **FACILITY:** 5705 Uptain Rd., next to the City of Chattanooga Midtown Campus, where – in consideration for \$1/year – the FJC Staff and Community Partners deliver their services for free. Facility Costs each year are more than \$250,000. Staff costs are \$1,011,1332, funded by the City of Chattanooga, Hamilton County and grants from the CDC, and TNOCJP

➤ **BOARD OF DIRECTORS:**

Chairwoman: Dr. Carol Berz, Councilwoman, City of Chattanooga
Vice Chairman: Mark Kleiner, Office Furniture Warehouse
Sheriff Austin Garrett, Hamilton County Sheriff's Department
Chief Deputy Clerk Brooke Weaver, Hamilton County
Chief Celeste Murphy, Chattanooga Police Dept.
Candy Johnson, Hamilton County Juvenile Court
Carmen Hutson, Partnership Families, Children, Adults
District Attorney General Coty Wamp, Hamilton County
Dr. Charlotte Boatwright, Community Volunteer
Jan Saieed, Community volunteer
Eric Johnson, Pastor of the Church of First Nazarene
Hannah Hytken, Chattanooga Police Department Special Victims Services
Executive Chief Harry Sommers, Chattanooga Police Department
JP Evans, Urban Story Venture
Kristin McCallie, Hamilton County Children's Advocacy Center
Raquetta Dotley, Councilwoman, City of Chattanooga
Scott Hibberts, Reagan Outdoors
Tonya Ford, Community volunteer
Carolyn Ridge, CFO Parkridge Healthcare System

➤ **COMMUNITY PARTNERS**

Hamilton County Sheriff's Office	UT Knoxville
Hamilton County District Attorney's Office	Chattanooga Public Library
Hamilton County Mental Health Court	Choices
Hamilton County Children's Advocacy Center	Chattanooga Area Brain Injury Association
Chattanooga Police Department SVU	Speech and Hearing Center
Partnership for Families, Children and Adults	Chattanooga Room in the Inn
Legal Aid of East Tennessee	CADAS
Nurture the Next	Hamilton County Coalition
TN Dept. of Children's Services	Nurture the Next
Rise Up	Loves Arm
Street Grace	Willow Bend
McNabb Center	TN Dept. of Human Services
Her Song	PFCA Supervised Visitation Center
White Oak United Methodist Church	PFCA Deaf Services
McKamey Animal Center	Catholic Charities
Southern University	

➤ COMMUNITY IMPACT/TRENDS

- Over 7000 individuals and families were directly served by the FJC in 2023.
- FJC training included >4000 people in the public and private sectors.
- Current trends indicate that service needs will increase by 45% in 2023-24.

➤ IDENTIFIED NEEDS PARTICULAR TO EAST RIDGE

The recent FJC Community Needs Assessment project, which included a written survey; 4 community in-person sessions; and 7 specialized task forces – representing >80 agencies/246 participants - identified the following needs:

- Additional Direct Services to victims referred by the East Ridge Police Dept and East Ridge Court
- Additional services, follow up and training with ERPD
- Additional Education/Training for Law Enforcement, Judges and Community Support agencies through the FJC Training Institute.

➤ REQUESTED CONSIDERATIONS FOR FUNDING FROM EAST RIDGE FOR FY 2025 TO MEET IDENTIFIED NEEDS:

\$50,000 (3% OF ANNUAL BUDGET)

- Court staff time
- Training costs
- Outreach to additional community agencies

Additional Information

Last year the CHC FJC provided safety assessment/planning, court support, and referrals for 827 clients.

In FY23, CHC FJC saw an increase of 37% in clients served and in the first 6 months this year (Jul-Dec 23) the FJC has served 665 individuals—a projected 45% increase for FY24.

A breakdown of the 827 people that requested services through the FJC last year:

Unincorporated Hamilton County	19%
City of Chatt	56%
East Ridge	9%
Red Bank	4%
Soddy Daisy	3%
Collegedale	1%
Outside Ham County	8%

We are funded by the City of Chattanooga (73%); Hamilton County (12%); State and Federal Funds (15%). ✨

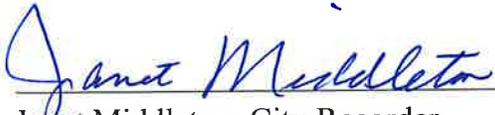
RESOLUTION NO. 3577

AGENDA MEMORANDUM

**INDUSTRIAL DEVELOPMENT BOARD
APPROVAL OF NOMINATION
BY COUNCILMEMBER TYLER**

July 25, 2024

Submitted by:



Janet Middleton, City Recorder

The term for Lee Ramey is scheduled to expire on June 11, 2028; however, Mr. Ramey has moved out of the City of East Ridge and resigned from the Board effective June 26, 2024.

Councilmember Tyler will need to make a nomination for the IDB appointment to be approved by Council.

The new term will be from the date of appointment through June 11, 2028.

RESOLUTION NO. 3577

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE NOMINATION BY COUNCILMEMBER TYLER TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD TO FILL THE UNEXPIRED TERM OF LEE RAMEY

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 then Mayor and City Commission for the City of East Ridge on November 8, 1979; and

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

WHEREAS, due to the resignation of Lee Ramey, there is a vacancy on the IDB for an unexpired term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby approves the nomination of _____ by Councilmember Tyler, as a Director to the IDB to fill the unexpired term of Lee Ramey effective from the date of appointment through June 11, 2028.

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. 3578

AGENDA MEMORANDUM

**ANNUAL BIDS FOR
STREET DEPARTMENT MATERIALS**

July 25, 2024

Submitted By:

Chris Vaughn, Street Department Supervisor

SUBJECT:

The City advertised for annual bids for materials used by the East Ridge Street Department on a regular basis. Bids were opened on July 17, 2024 at 3:00 pm. The items, bidders, and staff recommendations are listed below. (Bids attached)

Materials:	Bidder:	Recommendation:
Asphalt and other street repair material	1. Talley Construction Co. ABA Southeastern Materials 2. Hiwassee Paving, LLC	Talley Construction Co. ABA Southeastern Materials
Concrete block/brick, sand, mortar mix	No bids	
Crushed Stone	1. Mid-South Aggregates 2. Vulcan Materials	Mid-South Aggregates
Topsoil	Park Equipment, Inc.	Park Equipment, Inc.
Various types of drainage pipes	1. Groundscape Concepts, LLC	Groundscape Concepts, LLC

RESOLUTION NO. 3578

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AWARDING ANNUAL BIDS FOR STREET DEPARTMENT MATERIALS FOR FY 2024 – 2025

WHEREAS, the City advertises for sealed bids annually for its Street Department materials in order to get the best prices that will remain in effect for each fiscal year; and

WHEREAS, sealed bids for Street Department materials were opened and publicly read on July 17, 2024 for the various materials; and

WHEREAS, City staff has maintained bid files with information received by various bidders; and,

WHEREAS, after conducting a public bid and after review of all bids submitted, Staff has submitted bid information and recommendations as indicated in the attached memorandum and bid sheets.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bids be awarded to the following companies for Street Department materials for FY 2024-2025.

Materials:	Bidder:	Awarded to:
Asphalt and other street repair material	1. Talley Construction Co. ABA Southeastern Materials 2. Hiwassee Paving, LLC	Talley Construction Co. ABA Southeastern Materials
Concrete block/brick, sand, mortar mix	No bids	
Crushed Stone	1. Mid-South Aggregates 2. Vulcan Materials	Mid-South Aggregates
Topsoil	1. Park Equipment, Inc.	Park Equipment, Inc.
Various types of drainage pipes	1. Groundscape Concepts, LLC	Groundscape Concepts, LLC

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

FY JULY 1, 2024 – JUNE 30, 2025

**SPECIFICATIONS FOR
ASPHALT AND OTHER
STREET REPAIR MATERIALS**
BID OPENING: JULY 17, 2024 – 3:00 pm EDT

1.	Surface Asphalt (s-top)	\$	94.00	per ton
2.	Asphalt Binder ("B")	\$	92.00	per ton
3.	Sheet Asphalt	\$	NO B/A	per ton
4.	D Mix Skid Resistant Asphalt	\$	108.00	per ton
5.	Tackcoat (emulsion)	\$	NO B/A	per gallon
6.	Concrete	\$	NO B/A	per yard
7.	Flow Fill	\$	NO B/A	per yard

PRICES GOOD THROUGH: JUNE 30, 2025 (*SEE NOTE BELOW)

TERMS: NET 30 DAYS
COMPANY: TALLEY CONSTRUCTION CO. INC. ARA/
SOUTHEASTERN MATERIALS
ADDRESS: 1751 MCFARLAND AVENUE
ROSSVILLE, GA. 30741

PHONE: CELL 423-309-1091
EMAIL: BEN @ TALLEY CONSTRUCTION.NET
SIGNED: Ben Bramley
PRINT NAME: BEN BRAMLEY
DATE: 7/12/24

NOTE: * Prices good through: The above quoted pricing is based on the Tennessee Department of Transportation (TDOT) Monthly Bituminous Index – July 2024 of \$ 629.55 per liquid ton and other production costs. Prices are subject to change based on the TDOT monthly Bituminous Index and other production costs.

FY JULY 1, 2024 – JUNE 30, 2025
SPECIFICATIONS FOR
ASPHALT AND OTHER
STREET REPAIR MATERIALS
BID OPENING: JULY 26, 2023 – 11:00 AM EDT

1.	Surface Asphalt (s-top)	\$ 96.00	per ton
2.	Asphalt Binder ("B")	\$ 85.00	per ton
3.	Sheet Asphalt	\$100.00	per ton
4.	D Mix Skid Resistant Asphalt	\$106.00	per ton
5.	Tackcoat (emulsion)	\$ N/A	per gallon
6.	Concrete	\$ N/A	per yard
7.	Flow Fill	\$ N/A	per yard

PRICES GOOD THROUGH: June 30, 2025

TERMS: Net 30 Days 24 hour Notice

COMPANY: Hiwassee Paving, LLC.

ADDRESS: 1500 Lauderdale Memorial Highway

Charleston, TN 37310

PHONE: 423-336-2261

EMAIL: tboals@wbcci.com

SIGNED: 

PRINT NAME: ANTHONY P BOALS

DATE: 07.17.24

FY JULY 1, 2024 – JUNE 30, 2025
SPECIFICATIONS – **CRUSHED STONE**
BID OPENING: JULY 17, 2024 – 3:00 pm edt

Mfg. Limestone Concrete Sand	\$ <u>32.25</u>	per ton
#4 Stone #3 (T.R.)	\$ <u>30.00</u>	per ton
#5 Stone	\$ <u>N/A</u>	per ton
#6 Stone	\$ <u>N/A</u>	per ton
#7 Stone	\$ <u>31.00</u>	per ton
#10 Stone	\$ <u>30.25</u>	per ton
33C-Grade – D	\$ <u>25.75</u>	per ton
57's Concrete Stone	\$ <u>30.00</u>	per ton
Rip Rap (2" to fines)	\$ <u>33.75</u>	per ton
Rip Rap/Jetty Stone (3" to 12")	\$ <u>33.75</u>	per ton
River Sand	\$ <u>N/A</u>	per ton
White Masonry Sand	\$ <u>N/A</u>	per ton

Charge for delivering materials	\$ <u>6.25</u>	per ton
Charge for delivering Rip Rap	\$ <u>8.75</u>	per ton
Charge for delivering Jetty Stone	\$ <u>7.25</u>	per ton

COMPANY: MidSouth Aggregates
ADDRESS: 69 Lovingsgood Road Ringgold GA.
OR 901 Birmingham Hwy Chattanooga TN.
SIGNED: Jerry Robinson
PRINT NAME: JERRY ROBINSON
DATE: July 16 2024
PHONE: 423-902-5437
EMAIL: terry.robinson@midsouthaggs.com

FY JULY 1, 2024 – JUNE 30, 2025
SPECIFICATIONS – **CRUSHED STONE**
BID OPENING: JULY 26, 2023 – 11:00 am edt

Mfg. Limestone Concrete Sand	\$ <u>33.25</u> per ton
#2 Stone	\$ <u>32.55</u> per ton
#5 Stone	\$ <u>32.55</u> per ton
#6 Stone	\$ <u>32.55</u> per ton
#7 Stone	\$ <u>33.25</u> per ton
#10 Stone	\$ <u>33.25</u> per ton
33C-Grade – D	\$ <u>28.00</u> per ton
57's Concrete Stone	\$ <u>32.55</u> per ton
Rip Rap (2" to fines)	\$ <u>36.25</u> per ton
Rip Rap/Jetty Stone (3" to 12")	\$ <u>36.25</u> per ton
River Sand	\$ <u>No Bid</u> per ton
White Masonry Sand	\$ <u>No Bid</u> per ton

Charge for delivering materials	\$ <u>5.25</u> per ton
Charge for delivering Rip Rap <i>Call for rip rap over 2ft.</i>	\$ <u>5.25</u> per ton
Charge for delivering Jetty Stone	\$ <u>5.25</u> per ton

COMPANY: Vulcan Materials

ADDRESS: 4700 Shallowford Rd
Chattanooga, TN 37411

SIGNED: Kevin Rieg

PRINT NAME: Kevin Rieg

DATE: 7/16/24

PHONE: 423-430-0941

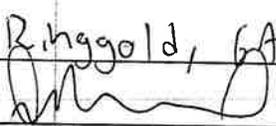
EMAIL: riegkev@mail.com

TOP SOIL
~~7/26/23~~
11:00 am edt
7/8/2024

SIFTED TOP SOIL
FY JULY 1, 2023 – JUNE 30, 2024 SPECIFICATIONS

BID OPENING
TUESDAY, JULY 26, 2023 – 11:00 am edt

Sifted Top Soil	\$ 25. ⁰⁰	per ton yard
Field Dirt	\$ 25. ⁰⁰	per ton yard
Charge for delivering materials	\$ N/A	per ton

COMPANY: Park Equipment, Inc.
ADDRESS: 89 Park ~~Man~~ Industrial Blvd
Ringgold, GA 30736
SIGNED: 
PRINT NAME: Dakota Freed
DATE: 7/8/2024
PHONE: 850-206-3631
EMAIL: dakota.freed@gmail.com

1. Pursuant to Tennessee State law, the attached **Iran Divestment Act Certification** must be completed, notarized and returned with the bid in order for the bid to be considered or awarded (Chapter No. 817 - hb0261/sb0377.)
2. All bids must be sealed and properly marked "Top Soil Bid 7/26/22" on the outside of envelope.
3. Late bids will not be considered under any circumstances

Bid Opening
7/17/24
3:00 pm edt

FY JULY 1, 2024 – JUNE 30, 2025
ADS "N12" AND "N12HC" OR EQUIVALENT
CORRUGATED HDPE PIPE FOR DRAINAGE
BID OPENING: JULY 17, 2024 – 3:00 pm edt

ASTM

N-12HC PIPE \$/LF	INSIDE DIAMETER	N-12 PIPE \$/LF	SPLIT COUPLERS	MOLDED COUPLERS	T'S EA.	ELS EA.	END SECTIONS
N/A	10"	5.42	9.71	N/A	90.58	53.91	N/A
N/A	12"	6.87	12.35	N/A	124.16	79.59	220.24
N/A	15"	8.94	18.53	N/A	227.39	142.99	220.24
N/A	18"	12.80	33.24	N/A	317.96	200.59	337.24
N/A	24"	19.94	45.94	N/A	492.95	395.36	401.24
N/A	30"	29.85	106.59	N/A	994.04	821.91	946.94
N/A	36"	39.28	149.12	N/A	1,338.95	1,094.02	946.94
N/A	42"	53.04	172.47	N/A	1,934.19	1,602.71	N/A
N/A	48"	67.00	186.00	N/A	2,268.68	1,929.19	N/A

Terms: Net 30 Days

Discount if City picks up: N/A

Delivery Time: 1 Day

Delivery Charge: N/A

Prices good through: June 30, 2025

COMPANY: Groundscape Concepts LLC

ADDRESS: 1332 Stuart St.

Chattanooga TN 37406

SIGNED: 

PRINT NAME: Jimmy Ballard DATE: 07/17/2024

PHONE: 423-333-2253 EMAIL: jimmy@groundscapeconcepts.com

Bid Opening
7/17/24
3:00 pm edt

FY JULY 1, 2024– JUNE 30, 2025
PLAIN CORRUGATED STEEL PIPE – ROUND
BID OPENING: JULY 17, 2024 – 3:00 pm edt

Diameter	Gauge	45° Elbow	90° Elbow	Pipe Unit Price
12"	16	253.06	273.18	15.44
12"	14	291.18	316.59	18.88
15"	16	315.53	340.94	19.14
15"	14	392.82	424.59	23.42
18"	16	378.00	408.71	22.79
18"	14	398.12	435.18	27.92
21"	16	440.47	475.41	26.51
21"	14	463.76	506.12	32.46
24"	16	502.94	543.18	30.16
24"	14	529.41	578.12	36.95
27"	16	N/A	N/A	N/A
27"	14	N/A	N/A	N/A
30"	16	677.65	727.41	37.53
30"	14	721.06	782.47	45.98
33"	16	N/A	N/A	N/A
33"	14	N/A	N/A	N/A
36"	16	808.94	867.18	44.96
36"	14	865.06	938.12	55.02
48"	16	1,242.00	1,401.88	59.72
48"	14	1,345.76	1,540.59	73.09
60"	16	2,006.47	2,270.12	100.40
60"	14 (3x1)	2,275.40	2,605.76	125.08
72"	16	2,469.18	2,800.59	132.26
72"	14 (3x1)	2,805.88	3,220.84	159.38

Terms: Net 30 Days

Discount if City picks up: N/A

Delivery Time: 3-5 Days

Delivery Charge: \$ 225.00

Prices good through: June 30, 2025

COMPANY: Groundscape Concepts LLC

ADDRESS: 1332 Stuart St.

Chattanooga TN 37406

SIGNED: 

PRINT NAME: Jimmy Ballard DATE: 07/17/2024

PHONE: 423-333-2253 EMAIL: jimmy@groundscapeconcepts.com

Bid Opening
7/17/24
3:00 pm edt

FY JULY 1, 2024 – JUNE 30, 2025
PLAIN ELLIPTICAL CORRUGATED STEEL PIPE
BID OPENING: JULY 17, 2024 – 3:00 pm edt

Diameter	Gauge	45° Elbow	90° Elbow	Pipe Unit Price
12"	16			
12"	14			
15"	16			
15"	14			
18"	16			
18"	14			
21"	16			
21"	14			
24"	16			
24"	14			
27"	16			
27"	14			
30"	16			
30"	14			
33"	16			
33"	14			
36"	16			
36"	14			
48"	16			
48"	14			
60"	16			
60"	14 (3x1)			
72"	16			
72"	14 (3x1)			

See Attached

Terms: Net 30 Days

Discount if City picks up: N/A

Delivery Time: 3-5 Days

Delivery Charge: \$225.00

Prices good through: June 30, 2025

COMPANY: Groundscape Concepts LLC

ADDRESS: 1332 Stuart St.

Chattanooga TN 37406

SIGNED: 

PRINT NAME: Jimmy Ballard DATE: 07/17/2024

PHONE: 423-333-2253 EMAIL: jimmy@groundscapeconcepts.com



CMP - Arched

7/16/2024

Size	Gauge	Description	Price	Unit
14" x 9"	16	Galvanized CMP Fitting / 45° Elbow	\$ 304.94	Ea
14" x 9"	16	Galvanized CMP Fitting / 90° Elbow	\$ 304.94	Ea
14" x 9"	16	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 16.88	Lf
14" x 9"	14	Galvanized CMP Fitting / 45° Elbow	\$ 327.18	Ea
14" x 9"	14	Galvanized CMP Fitting / 90° Elbow	\$ 327.18	Ea
14" x 9"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 20.53	Lf
17" x 13"	16	Galvanized CMP Fitting / 45° Elbow	\$ 379.06	Ea
17" x 13"	16	Galvanized CMP Fitting / 90° Elbow	\$ 379.06	Ea
17" x 13"	16	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 20.82	Lf
17" x 13"	14	Galvanized CMP Fitting / 45° Elbow	\$ 406.58	Ea
17" x 13"	14	Galvanized CMP Fitting / 90° Elbow	\$ 406.58	Ea
17" x 13"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 25.33	Lf
21" x 15"	16	Galvanized CMP Fitting / 45° Elbow	\$ 468.00	Ea
21" x 15"	16	Galvanized CMP Fitting / 90° Elbow	\$ 468.00	Ea
21" x 15"	16	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 24.64	Lf
21" x 15"	14	Galvanized CMP Fitting / 45° Elbow	\$ 505.06	Ea
21" x 15"	14	Galvanized CMP Fitting / 90° Elbow	\$ 505.06	Ea
21" x 15"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 30.01	Lf
24" x 18"	16	Galvanized CMP Fitting / 45° Elbow	\$ 564.35	Ea
24" x 18"	16	Galvanized CMP Fitting / 90° Elbow	\$ 564.35	Ea
24" x 18"	16	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 28.59	Lf
24" x 18"	14	Galvanized CMP Fitting / 45° Elbow	\$ 612.00	Ea
24" x 18"	14	Galvanized CMP Fitting / 90° Elbow	\$ 612.00	Ea
24" x 18"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 34.85	Lf
28" x 20"	16	Galvanized CMP Fitting / 45° Elbow	\$ 687.18	Ea
28" x 20"	16	Galvanized CMP Fitting / 90° Elbow	\$ 687.18	Ea
28" x 20"	16	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 32.48	Lf
28" x 20"	14	Galvanized CMP Fitting / 45° Elbow	\$ 749.65	Ea
28" x 20"	14	Galvanized CMP Fitting / 90° Elbow	\$ 749.65	Ea
28" x 20"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 36.61	Lf
27" Arch	16/14	NOT AVAILABLE	N/A	N/A
35" x 24"	16	Galvanized CMP Fitting / 45° Elbow	\$ 908.47	Ea
35" x 24"	16	Galvanized CMP Fitting / 90° Elbow	\$ 908.47	Ea
35" x 24"	16	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 40.13	Lf

35" x 24"	14	Galvanized CMP Fitting / 45° Elbow	\$ 997.41	Ea
35" x 24"	14	Galvanized CMP Fitting / 90° Elbow	\$ 997.41	Ea
35" x 24"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 49.00	Lf
33" Arch	16/14	NOT AVAILABLE	N/A	N/A
42" x 29"	16	Galvanized CMP Fitting / 45° Elbow	\$ 1,309.76	Ea
42" x 29"	16	Galvanized CMP Fitting / 90° Elbow	\$ 1,309.76	Ea
42" x 29"	16	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 47.84	Lf
42" x 29"	14	Galvanized CMP Fitting / 45° Elbow	\$ 1,442.12	Ea
42" x 29"	14	Galvanized CMP Fitting / 90° Elbow	\$ 1,442.12	Ea
42" x 29"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 58.39	Lf
57" x 38"	16	NOT AVAILABLE	N/A	N/A
57" x 38"	14	Galvanized CMP Fitting / 45° Elbow	\$ 2,003.29	Ea
57" x 38"	14	Galvanized CMP Fitting / 90° Elbow	\$ 2,003.29	Ea
57" x 38"	14	Galvanized CMP - 2 2/3" x 1/2" Corrugation	\$ 77.54	Lf
66" x 51"	16	NOT AVAILABLE	N/A	Ea
66" x 51"	12(*)	Galvanized CMP Fitting / 45° Elbow	\$ 4,554.00	Ea
66" x 51"	12(*)	Galvanized CMP Fitting / 90° Elbow	\$ 4,554.00	Ea
66" x 51"	12 (*)	Galvanized CMP - 3" x 1" Corrugation	\$ 180.05	Lf
81" x 59"	16/14	NOT AVAILABLE	N/A	Ea
81" x 59"	12(*)	Galvanized CMP Fitting / 45° Elbow	\$ 5,122.44	Ea
81" x 59"	12(*)	Galvanized CMP Fitting / 90° Elbow	\$ 5,122.44	Ea
81" x 59"	12(*)	Galvanized CMP - 3" x 1" Corrugation	\$ 228.22	Lf

* Minimum Recommended Gauge

RESOLUTION NO. 3579

AGENDA MEMORANDUM

**APPROVAL OF ADDITIONAL COST FOR THE PURCHASE OF A
USED PICK -UP TRUCK FROM RIVERSIDE GMC
FOR THE EAST RIDGE FIRE DEPARTMENT**

July 25, 2024

Submitted by:



Michael Williams, Fire Chief

SUBJECT:

The Fire Department was approved by the Mayor and Councilmembers to spend \$30,000.00 on a used pick-up truck. We have located a pick-up that meets our requirements. This is a 2021 Chevrolet Colorado, V-6, 4-wheel drive, with 18,739 miles. This pick-up cost is \$ 31,206.00.

This price is \$1,206.00 more than the amount approved by Council.

We are asking the Mayor and councilmembers to approve the additional cost of \$1,206.00 for the purchase of a 2021 Chevrolet Colorado, V-6, 4-wheel drive, with 18,739 miles from Riverside GMC South Pittsburg Tennessee.

RESOLUTION NO. 3579

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL APPROVING ADDITIONAL FUNDS FOR
THE PURCHASE OF A USED PICK-UP TRUCK FOR
THE EAST RIDGE FIRE DEPARTMENT**

WHEREAS, on June 27, 2024, the East Ridge City Council approved the purchase of a used pick-up truck for the East Ridge Fire Department to replace a 2012 Ford Taurus that is in poor condition; and

WHEREAS, funds to purchase the vehicle were approved in the amount of \$30,000 from the sale of a 2010 Rosenbauer Rescue Engine; and

WHEREAS, Fire Department staff has located a 2021 Chevrolet Colorado, V-6, 4-wheel drive truck at Riverside GMC in South Pittsburg, Tennessee at a cost of \$31,206.00; and

WHEREAS, staff is requesting that the City Council approve the additional \$1,206.00 for the purchase of this vehicle.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the City Manager is authorized to expend an additional \$1,206.00 for the purchase of a 2021 Chevrolet Colorado, V-6, 4-wheel drive pick-up truck from Riverside GMC in South Pittsburg, Tennessee.

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



Date: 7/23/2024
Salesperson: Justin Rorex
Manager: Blake Willis

Customer

Name: City of East Ridge Phone: _____
Address: _____ Work: _____
Email: _____ Cell: (423) 867-7100

Vehicle

Stock: P00261 New/Used: Used
VIN: 1GCGTBEN7M1133795
Vehicle: 2021 CHEVROLET COLORADO
Type: CREW CAB SHORT BOX WORK TRUCK 4WD (4WT)
(12M43)
Mileage: 18739 Color: WHITE

Trade In

Payoff: \$0.00
VIN: _____
Vehicle: _____
Type: _____
Mileage: _____ Color: _____

Selling Price: \$30,340.00
Total Purchase: \$30,340.00
Trade Allowance: (\$0.00)
Trade Difference: \$30,340.00

Doc Fee: \$798.00

Registration Fees - Retail: \$68.00
Trade Payoff: \$0.00
Deposit: (\$0.00)
Balance: \$31,206.00

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic verbal and written communications including but not limited to email, text messaging, SMS, phone calls and direct mail. Terms and conditions subject to credit approval. For information only. This is not an offer or contract for sale.

AGENDA MEMORANDUM
AMENDMENTS TO SIGN ORDINANCE
(Lighting Display and Storefront Display Regulations)

July 25, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City Council at their regular business meeting on June 13, 2024 tabled Ordinance No. 1205; which ordinance amended Ordinance No. 1028 to add an additional section thereto, being Section 111 of Article VI (Supplemental Regulations and Exceptions), in the East Ridge Zoning Ordinance. Specifically, pertaining to lighting and storefront displays and multiple-tenant monument sign displays.

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. The Planning Commission approved the original proposal with changes at their meeting of May 5, 2024 and moved it forward to the City Council.

Attached hereto please find several drafts of the proposed changes to the sign ordinance as it relates to **storefront display regulations**:

- Draft A – Proposal with changes as discussed during the City Council meeting on June 13, 2024.
- Draft B – Proposal noting changes suggested by a businessman.
- Draft C – Proposal from Staff (Michael Howell and myself) noting revisions (highlighted in blue).

Attachments

JSM/

Scott J. Miller

From: Scott J. Miller
Sent: Thursday, June 27, 2024 12:13 PM
To: Esther Helton; Jacky Cagle; Andrea Witt; David Tyler
Cc: Brian Williams; Mike Howell
Subject: FW: Sign Ordinance Amendments
Attachments: Proposed Changes to the Sign Ord 6-18-2024.docx

City Council – Attached hereto please find a draft of the updated sign regulations (proposed ordinance 1205) for your reading and review. Please let me know if you have any questions or concerns on the document. Thanks. Scott Miller

From: Mike Howell <mhowell@eastridgetn.gov>
Sent: Thursday, June 27, 2024 11:18 AM
To: Brian Williams <BWilliams@eastridgetn.gov>; Scott J. Miller <Jscottmiller@eastridgetn.gov>; 'pj@patriotinsinc.com' <pj@patriotinsinc.com>
Subject: Sign Ordinance Amendments

Mayor Williams, City Manager Miller & Mr. Patel,

I've attached the proposed changes to the East Ridge Sign Ordinance as discussed during the City Council Meeting on June 13th, 2024, for your review.

Respectfully,



Michael Howell
City of East Ridge
Chief Building Official

Main 423-867-7711 **Email** mhowell@eastridgetn.gov
Desk 423-805-3189 **Website** www.eastridgetn.gov

Address 1517 Tombras Avenue, East Ridge, TN 37412

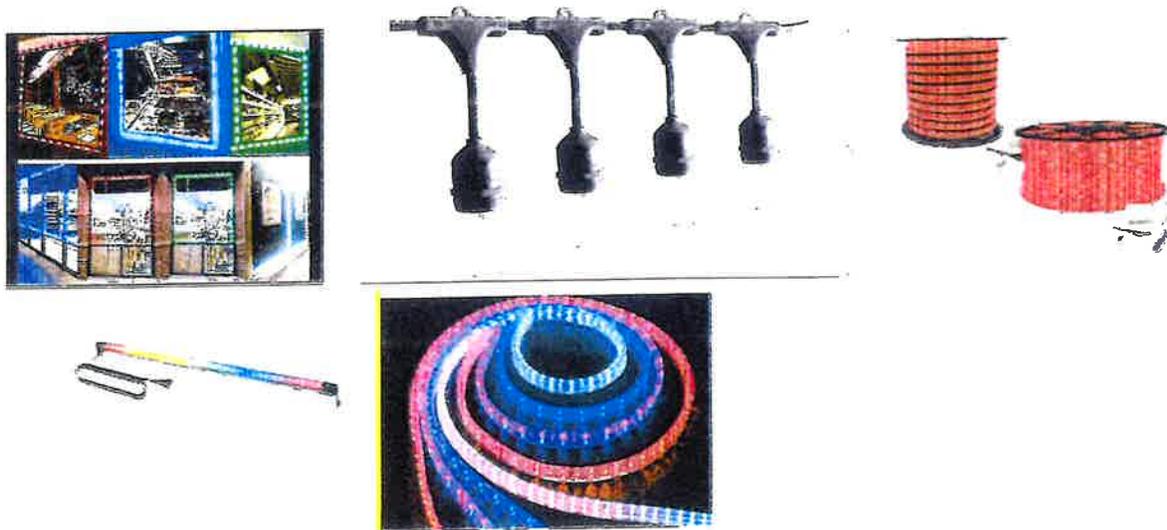
NEW PROPOSED AMENDMENTS TO THE EAST RIDGE SIGN ORDINANCE 6-18-2024

Lighting Display Regulations.

This section shall provide additional business activity and design guidelines and prohibitions for businesses within all commercial districts, office districts & manufacturing districts.

Accent/Store Front Lighting - shall be defined as lighting that outlines or is attached to, a window, **architectural features**, door, door opening, or any portion of a window to attract customers or attention to a storefront. **Lights that outline or are placed on windows, on the building façade, doors, or door openings, either inside or outside of the business, and which are visible to the public, are prohibited.**

Accent/Storefront lighting shall include the following: Strobe light/strips, lights that mimic flashing emergency vehicle lights, **flashing lights** or light strips, rope lights or string of lights, a string of bulbs with LED and/or fluorescent light, incandescent, halogen, or similar, **non-flashing open signs are allowed, not exceeding 2' X 3' in size.**



Note: Holiday lights installed at the start of the East Ridge Christmas parade and ending on January 7th are exempt from this requirement. Holiday Lights utilized during this time must be removed or turned off on January 7th.

Storefront Display Regulations.

This section shall provide additional business activity and design guidelines and prohibitions for businesses located within all commercial districts, office districts & manufacturing districts.

For new construction, the maximum window space occupied by signs and merchandise shall not exceed 50% of the total storefront window area.

For existing businesses, storefront signage that lawfully existed and was maintained on the effective date of this ordinance or any amendment thereto may be continued although such storefront sign does not conform to all of the provisions contained in this chapter, the following shall apply:

1. 100% visibility for any storefront entrance/exit shall be maintained, and no signage is allowed on entrance /exit doors at the storefront for existing businesses.

If a business closes for more than 180 days/6 months or a change of use occurs, (except for improvements or renovations to the building) the following shall apply to the new business:

2. The maximum window space occupied by signs and merchandise shall not exceed 50% of the total front window area and shall apply to new business.

Businesses in operation at the time of this ordinance can continue the use of the signage in the storefront, however, if a business closes, the owner has thirty days to remove all signage from the business storefront and all detached on premiss signs as outlined within ordinance 1028.

Existing businesses must comply with new light and storefront display regulations within 60 days of the passage of this ordinance.

Multi-Tenant Detached Monument or Directory Sign Regulations.

This section shall provide additional design guidelines for monument & directory signs within all commercial districts, office districts & manufacturing districts.

1. Max sign height shall not exceed 15 feet in height. **See Table 1- size requirements.**
2. Max sign area shall not exceed 125 sq ft in area per side.
3. The sign shall be constructed of the same or similar architectural elements and in similar materials and colors as the buildings as described in section 109 – subsection G – section 1. a-e.

Table 1

Commercial, Office & Manufacturing, Development's max leasable sq ft. based on square

Square Feet of development 0 -15,000
Max Sign Area including supporting structure - 80 sqft
Max Height of Sign - 11 feet

Square feet of development 15,000 – 50,000
Max Sign Area including supporting structure – 100 sq ft
Max Height of Sign – 13 feet

Square feet of development 50,000 – 100,000
Max Sign Area including supporting structure – 125 sq ft
Max Height of Sign – 15 feet

Scott J. Miller

From: Pragnesh Patel <pj@patriotinsinc.com>
 Sent: Friday, June 28, 2024 3:06 PM
 To: Mike Howell
 Cc: Brian Williams; Scott J. Miller
 Subject: Re: Sign Ordinance Amendments
 Attachments: Proposed Changes to the Sign Ord 6-18-2024 - PJ Patel.docx

Hello Mike, Brian and Scott,

First of, thank you so much for keeping me in the loop as we progress towards the Sign Ordinance Amendment.

I have reviewed it and proposed a few changes and below is the rationale behind it.

Storefront Display Regulations:

This section shall provide additional business activity and design guidelines and prohibitions for businesses located within all commercial districts, office districts & manufacturing districts.

For new construction, the maximum window space occupied by signs and merchandise shall not exceed 50% of the total storefront window area.

For existing businesses, storefront signage that lawfully existed and was maintained on the effective date of this ordinance or any amendment thereto may be continued although such storefront sign does not conform to all of the provisions contained in this chapter, the following shall apply:

1. 100% visibility for any storefront entrance/exit shall be maintained, and no signage is allowed except Push or Pull "Guidance" Signs no more than 4"x6" on entrance /exit doors at the storefront for existing businesses.

If a business closes for more than 180 days/6 months or a change of use occurs and business go through substantial structural renovation that is 50% or more value of the purchase price (except for improvements or renovations to the building) the following shall apply to the new business:

2. The maximum window space occupied by signs and merchandise shall not exceed 50% of the total front window area and shall apply to new business.

Businesses in operation at the time of this ordinance can continue the use of the signage in the storefront, however, if a business closes, the owner has thirty 45 days to remove all signage from the business storefront and all detached on premiss signs as outlined within ordinance 1028.

Existing businesses must comply with new light and storefront display regulations within 60 days of the passage of this ordinance.

Explanation :

Suppose business goes out of business for whatever reason and has to close down. A new owner comes and sees an opportunity in the business and wants to open it back up, same use or different may be 180 days or more after - now the new business owner will have to spend a significant amount of money to

comply with this new sign ordinance that may cause them not to purchase the business in Eastridge and that may lead to more vacant properties on Ringgold Road and loss of sales tax revenue.

Unless there has been 50% or more structural renovations to the property or it is a new build, these existing buildings/businesses should be grandfathered in.

Thanks,

Pragnesh Patel (PJ)

CLCS, Insurance Advisor

Patriot Insurance Solutions Inc

Phone: 423-710-2328

Mobile: 423-834-6014

Email: PJ@Patriotinsinc.com

5340 Ringgold Road Suite 300

Chattanooga, TN 37412

www.patriotinsinc.com



On Thu, Jun 27, 2024 at 11:18 AM Mike Howell <mhowell@eastridgetn.gov> wrote:

Mayor Williams, City Manager Miller & Mr. Patel,

I've attached the proposed changes to the East Ridge Sign Ordinance as discussed during the City Council Meeting on June 13th, 2024, for your review.

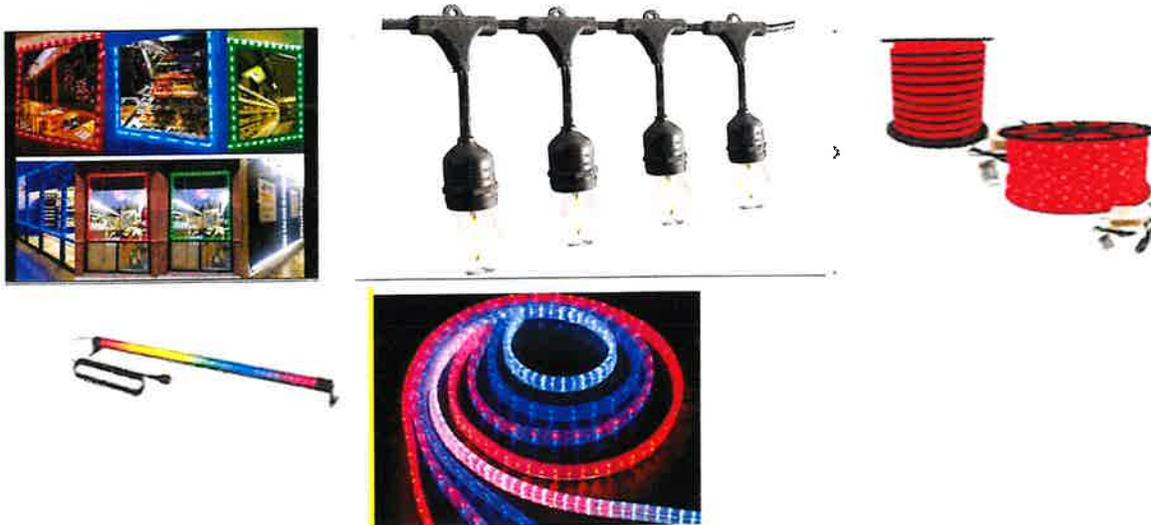
NEW PROPOSED AMENDMENTS TO THE EAST RIDGE SIGN ORDINANCE 6-18-2024

Lighting Display Regulations.

This section shall provide additional business activity and design guidelines and prohibitions for businesses within all commercial districts, office districts & manufacturing districts.

Accent/Store Front Lighting - shall be defined as lighting that outlines or is attached to, a window, **architectural features**, door, door opening, or any portion of a window to attract customers or attention to a storefront. **Lights that outline or are placed on windows, on the building façade, doors, or door openings, either inside or outside of the business, and which are visible to the public, are prohibited.**

Accent/Storefront lighting shall include the following: Strobe light/strips, lights that mimic flashing emergency vehicle lights, **flashing lights** or light strips, rope lights or string of lights, a string of bulbs with LED and/or fluorescent light, incandescent, halogen, or similar, **non-flashing open signs are allowed, not exceeding 2' X 3' in size.**



Note: Holiday lights installed at the start of the East Ridge Christmas parade and ending on January 7th are exempt from this requirement. Holiday Lights utilized during this time must be removed or turned off on January 7th.

Scott J. Miller

From: Mike Howell
Sent: Wednesday, July 3, 2024 11:24 AM
To: Scott J. Miller
Subject: Revised Sign Ordinance
Attachments: Proposed Changes to the Sign Ord 7-3-2024.docx

Scott,

For your review, the section highlighted in ~~light blue~~ ^{grey} is the revised section.

Thank you, sir,



Michael Howell
City of East Ridge
Chief Building Official

Main 423-867-7711 **Email** mhowell@eastridgetn.gov
Desk 423-805-3189 **Website** www.eastridgetn.gov

Address 1517 Tombras Avenue, East Ridge, TN 37412

Storefront Display Regulations.

This section shall provide additional business activity and design guidelines and prohibitions for businesses located within all commercial districts, office districts & manufacturing districts.

For new construction, the maximum window space occupied by signs and merchandise shall not exceed 50% of the total storefront window area.

For existing businesses, storefront signage that lawfully existed and was maintained on the effective date of this ordinance or any amendment thereto may be continued although such storefront sign does not conform to all of the provisions contained in this chapter, the following shall apply:

1. 100% visibility for any storefront entrance/exit shall be maintained, and no signage is allowed except Push or Pull "Guidance" Signs no more than 4"x6" on entrance /exit doors at the storefront for existing businesses.

If a business closes for more than 180 days/6 months or a change of use occurs and the business go through a substantial structural renovation that is 50% or more value of the purchase price (except for improvements or renovations to the building) the following shall apply to the new business:

Businesses in operation at the time of this ordinance can continue current storefront signage and on-premises detached signage. However, if a business closes, the owner has thirty days (30) to remove all signage from the business storefront and all detached on-premises signs.

If a business closes for renovations or damage, the owner has 180 days to complete the renovation to remain legal but non-conforming. If renovation exceeds 50% of the appraised value of the building, then the following applies.

1. The maximum window space occupied by signs and merchandise shall not exceed 50% of the total front storefront window area and shall apply to new businesses or business that have gone through renovations or damage exceeding 50% of the appraised building value.
2. Businesses with non-conforming on-premise signs shall remove all detached signage from the parcel and adhere to the detached on premise sign standards outlined within Ordinance 1028 – On premiss and off premise signs.

Renovation/damage shall be defined as renovation, restoration, modifications, addition, or retrofit of a building that exceeds fifty percent 50% of the current appraised value of the building, the appraised value shall be established by the Hamilton County Tax Assessors office.

Existing businesses must comply with new light display regulations within 60 days of the passage of this ordinance.

Multi-Tenant Detached Monument or Directory Sign Regulations.

This section shall provide additional design guidelines for monument & directory signs within all commercial districts, office districts & manufacturing districts.

1. Max sign height shall not exceed 15 feet in height. **See Table 1- size requirements.**
2. Max sign area shall not exceed 125 sq ft in area per side.
3. The sign shall be constructed of the same or similar architectural elements and in similar materials and colors as the buildings as described in section 109 – subsection G – section 1. a-e.

Table 1

Commercial, Office & Manufacturing, Development's max leasable sq ft. based on square

Square Feet of development 0 -15,000
Max Sign Area including supporting structure - 80 sqft
Max Height of Sign - 11 feet

Square feet of development 15,000 – 50,000
Max Sign Area including supporting structure – 100 sq ft
Max Height of Sign – 13 feet

Square feet of development 50,000 – 100,000
Max Sign Area including supporting structure – 125 sq ft
Max Height of Sign – 15 feet

AGENDA MEMORANDUM

August 8, 2024

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

SUBJECT: FY 2025 Budget Amendment

Per T.C.A. 5-9-402 budgets must be amended for any items that were not approved when the budget is passed. At the last council meeting Council approved purchasing a new Pierce-Custom Enforcer Aerial HD Ladder at the cost of \$ 2,163,598.77 with a down payment of \$ 1,081,799.39 that will come from the unassigned fund balance. This budget amendment will reflect that action.

AGENDA MEMORANDUM
ASBESTOS ABATEMENT/PROJECT MONITORING SERVICES
MCBRIEN SCHOOL

August 8, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The East Ridge City Council at their regular business meeting of June 27, 2024 accepted the following assessments/studies pertaining to McBrien School, as follows: S&ME (asbestos-containing materials in the building); PDM Engineering (structural analysis of the building); and BP Construction (estimated costs of reconstruction of the building). The City Council took no action toward moving forward with either the demolition or the rehabilitation of McBrien School.

As mentioned previously, whatever decision is made on McBrien School (demolition or rehabilitation) the removal/abatement of the identified asbestos-containing materials in the school building is required to be undertaken and completed by a licensed asbestos abatement contractor.

S&ME performed a limited pre-demolition asbestos and lead paint assessment for the former McBrien School in early 2024 and submitted an assessment report to the City dated February 9, 2024. Attached hereto please find excerpts from the report (pages 4-8) noting the identified asbestos-containing materials and a summary of the lead paint sample analysis for your information.

In summary, the findings on identified asbestos-containing materials in the building included 25,000 square feet of vinyl tile, 1,600 linear feet of insulation of thermal systems insulations (TSI), and 50 elbows of insulation. The lead paint results were found to be below the level for removal; therefore, nothing needs to be done. However, the contractor(s) who will be involved in the demolition or renovation of the building must be notified of the lead results.

The removal and abatement of asbestos-containing materials from a building involves technical and specialized procedures and practices. The need for a professional and certified company (a Tennessee-licensed and EPA accredited Asbestos Project Designer) to prepare asbestos abatement design specifications and to provide abatement monitoring services is warranted.

Bidding documents for this project need to be drafted, assembled, and formally bid out. Attached hereto please find a proposal from S&ME dated March 20, 2024 to provide asbestos abatement design and project monitoring services for the specialized work. Their total estimated fee is quoted at \$19,780. Per S&ME's proposal they would be responsible for (1) the drafting of the drawings/plans and specifications for the project for bidding purposes and (2) the conducting of abatement monitoring services of the contractor. The front-end bid documents such as the general conditions, bidding requirements, contract documents, etc. would be the responsibility of the City and its Architect. As of the writing of this agenda memorandum I do not yet have a quote from an Architect to prepare the front-end documents.

The resolution before the City Council for consideration for action would contract the services of S&ME for the aforementioned services.

Attachment

JSM/



3.2 Assessment

Identified ACM were assessed based on the observed condition (good, fair or poor) and potential for disturbance due to the scheduled demolition. Identified ACM were also categorized based on the EPA's NESHAP regulation categories. Friable ACM is classified as an ACM that can be crumbled to a powder by moderate hand pressure. Non-friable ACM is classified as either Category I Non-friable ACM or Category II Non-friable ACM. Category I and Category II Non-friable ACM are distinguished from each other by their fiber release potential when damaged. Generally, Category I Non-friable ACM, which by definition includes intact ACM roofing materials, gaskets, packing, and resilient floor coverings is less likely to become friable and release fibers in a damaged state. Category II Non-friable ACM include all other non-friable ACM excluding Category I that have a high probability of being rendered friable during removal activities or demolition. All Friable ACM, Category I Non-friable ACM that has become friable, Category I Non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or Category II Non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations are considered to be a Regulated Asbestos-Containing Material (RACM). The NESHAP category for each identified ACM is provided in Table 4-1.

3.3 Lead Paint

S&ME was also requested to conduct a limited lead paint survey of representative painted surfaces expected to be impacted by the proposed demolition activities. Paint samples were obtained from representative painted surfaces throughout the structure. Paint chip samples were collected based on the colors in an effort to identify if paints containing lead are present. Paint chip samples were obtained from each sample location and analyzed for lead content by percent weight. This evaluation was limited in nature and although may include limited destructive methods, painted surfaces that were not visible and accessible may not be included in this work.

The paint samples were submitted to EMSL in Smyrna, Georgia. The paint samples were analyzed for lead using inductively coupled plasma atomic emission spectroscopy (ICP-AES) in accordance with EPA SW846. EMSL participates in the American Industrial Hygiene Association's (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP). It is important to note that, unlike asbestos, the EPA and OSHA does not publish a concentration that is considered "Lead Paint." Lead paint is regulated to prevent occupational exposures in accordance with OSHA regulation 29 CFR 1926.62. OSHA does not define lead-based paint and requires worker protection controls for disturbance of coated materials that may contain any amount of lead.

4.0 Results

The pre-demolition asbestos and lead paint assessment was conducted by Mr. William Sharpton, a TDEC accredited Asbestos Inspector, between January 23 and 24, 2024.

4.1 Asbestos

Based on the assessment, the materials listed in Table 4-1 are identified as ACM.



Table 4-1 – Identified Asbestos-containing Materials

HA	Material Description	^a Location	Category	Approximate ^b Quantity
C	9x9" Vinyl tile – grey, green, and tan with black mastic	Second floor classrooms	Category II, Non-Friable	9,000SF
I	Black and Tan glue dots behind blackboards	Second floor classrooms	Category I, Non-Friable	~25 boards
L	9x9" Vinyl tile – grey, green, red, and tan with black mastic	First floor classrooms	Category II, Non-Friable	12,500SF
N	Black and Tan glue dots behind blackboards	First floor classrooms	Category I, Non-Friable	~40 boards
Q	TSI – corrugated paper with paper wrap	First floor central hallway above drop-ceiling	Friable	300LF
R	TSI – white corrugated paper with fabric wrap	First floor central hallway above drop-ceiling	Friable	300LF
S	TSI – patch at elbows	First floor central hallway above drop-ceiling	Friable	20 elbows
CC	9x9" Vinyl tile – grey and green with black mastic	South addition classrooms	Category II, Non-Friable	3,000SF
DD	TSI – corrugated paper with paper wrap	Ceiling mounted pipe runs in kitchen	Friable	1,000LF
EE	TSI – Fabris wrap and patches	Ceiling mounted pipe runs in kitchen	Friable	30 elbows
FF	12x12" Vinyl tile – Tan with grey streaks and black mastic	Kitchen Storage	Friable	500SF

THERMAL SYSTEMS INSULATIONS (TSI)

HA = Homogeneous Area SF = Square feet LF = Linear feet CF = Cubic Feet

^aRefer to Appendix II for specific sample locations.

^bQuantities are approximate and are not to be used for cost estimates or bidding purposes.

*25,000 sq' TILE
1,600 LF TSI
50 ELBOWS*

The summary of bulk asbestos results is provided in Appendix I. A figure showing the bulk sample locations and location of ACM is provided in Appendix II. Representative photographs of each homogeneous area are provided in Appendix III. A copy of the asbestos inspector's license/accreditation is provided in Appendix IV. The laboratory report and chain of custody records are provided in Appendix V.

4.2 Lead Paint

Analytical results of lead paint sampling indicated lead present below the method detection limit in eleven of eleven paint samples and eleven of the samples had lead present below the EPA and TDEC limit (0.5% by weight) established for lead paint abatement. A summary of lead paint analysis for samples is presented below:



Table 4-2 - Summary of Lead Paint Sample Analysis

Sample No.	Sample Location	Color	Substrate	Percent Lead by weight
LP1	Central hallways and stairwells	White over teal and yellow	Concrete block	<0.0080%
LP2	First floor central hallway and classrooms	Off-white over teal	Concrete block	<0.0080%
LP3	North addition walls	White	Concrete block	<0.0080%
LP4	First and second floor radiators	White over red	Metal	0.12%
LP5	Cafeteria entrances	White	Brick	<0.0080%
LP6	Kitchen and classroom windows	White over blue	Metal	0.031%
LP7	First floor exterior entrances	Blue over tan	Metal	0.11%
LP8	Cafeteria walls	White over teal and yellow	Concrete block	0.017%
LP9	Kitchen exterior entrances	White over teal	Metal	0.083%
LP10	Mechanical Equipment Room entrance	White	Metal	<0.011%
LP11	Mechanical Equipment Room piping	Tan	Metal	0.40%

Paint samples were collected from representative surfaces from the site as a whole. Lead paint analysis sheets and chain of custody are included in Appendix V.

5.0 Conclusion and Recommendations

ACM was identified in areas to be affected by the demolition. Due to the planned activities, we recommend proper removal and disposal of the ACM by a licensed asbestos abatement contractor, prior to activities that may disturb an ACM. State and Federal regulations should be carefully considered in order to verify compliance before any actions are initiated that may disturb an ACM. If additional suspect ACMs not included in this report are discovered and will be disturbed by renovation/demolition activities, bulk samples must be collected by a licensed asbestos inspector and analyzed for asbestos content, prior to disturbance of the suspect material(s).

Asbestos removal requires written notification to TDEC and Chattanooga-Hamilton County Air Pollution Control specific removal procedures, proper transportation, and disposal per state and federal regulations. The identification and proper removal of ACM prior to demolition or renovation will aid in the prevention of occupational exposures and/or environmental releases of airborne asbestos.

Limited Pre-demolition Asbestos and Lead Paint Assessment

Former McBrien Elementary School

1501 Tombras Avenue

Chattanooga, Tennessee 37412

S&ME Project No. 23810388



Removal of Category I Non-friable ACM may not be required by State and Federal regulations if the probability is low it will be rendered friable (or otherwise regulated) during demolition. Likewise, removal of Category II Non-friable ACM may not be required if the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition. The demolition procedures must follow NESHAP and TDEC regulations and the debris contaminated with asbestos must be disposed of as regulated asbestos containing waste. Therefore we recommend the removal of all ACM prior to renovation and/or demolition.

Chattanooga-Hamilton County Air Pollution Control (and federal EPA) requires notification of asbestos abatement or any renovation projects involving ACM at least 10 working days prior to the start of the project. If the work is being performed in multiple phases, separate notifications for each phase may be necessary. Additionally, notification is required for all demolition/renovation projects affecting load bearing portions of a structure, even if the buildings/structures do not contain ACM. NESHAP regulations are administered by and notification forms should be submitted to the Chattanooga-Hamilton County Air Pollution Control Bureau for projects in the City of Chattanooga.

5.1 Lead Paint

The lead paint results ranged from <0.0080 % to 0.40% by weight and are therefore not considered to be lead-based paints. At the time of our site visit, S&ME noted the building materials and painted surfaces that will be affected by the planned renovation activities ranged from fair to poor condition.

Demolition and renovation contractors must be notified of the lead results, if applicable at the time of work, to ensure they comply with OSHA regulations (29 CFR 1926.62) for protection of their workers. It should be noted that OSHA does not recognize a threshold level of lead for definition purposes, only the airborne concentration of lead a worker is exposed to.

Additionally, EPA and TDEC do not publish a threshold of lead in paint for disposal purposes. Disposal of demolished materials that contain paint must comply with Federal, State, and local regulations.

6.0 Assumptions and Limitations

This report is provided for the sole use of the Client. Use of this report by any other parties will be at such party's sole risk, and S&ME disclaims liability for any such use or reliance by third parties. The results presented in this report are indicative of conditions only during the time of the sampling period and of the specific areas referenced. Under no circumstances is this report to be used as a bidding document, or as a project design or specification.

S&ME performed the services in accordance with generally accepted practices of reputable environmental consultants undertaking similar studies at the same time and in the same geographical area. S&ME has endeavored to meet this standard of care. No other warranty, expressed or implied, is intended or made with respect to this report or S&ME's services. Users of this report should consider the scope and limitations related to these services when developing opinions as to risks associated with the site.

The possibility exists that suspect materials were undetected in inaccessible or concealed areas such as under carpeting or multiple flooring layers, and inside pipe chases or wall voids. If additional suspect materials are

Limited Pre-demolition Asbestos and Lead Paint Assessment

Former McBrien Elementary School

1501 Tombras Avenue

Chattanooga, Tennessee 37412

S&ME Project No. 23810388



discovered during the planned destructive activities, bulk samples must be collected by a licensed asbestos inspector and analyzed for asbestos content.



March 20, 2024

City of East Ridge
1517 Tombras Avenue
East Ridge, Tennessee, 37412

Attention: Mr. Scott Miller

Reference: **Proposal for Asbestos Abatement Design and Project Monitoring Services
Former McBrien Elementary School**
1501 Tombras Avenue
Chattanooga, Tennessee 37412
S&ME Proposal No. 23810388A

Dear Mr. Miller:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this change order proposal to provide environmental services relative to asbestos abatement at the Former McBrien Elementary School. This change order proposal describes our understanding of the project, our proposed Scope of Services, our terms and conditions, and fees. The attached Form CA-071, Change to Agreement for Services, is incorporated into this proposal by reference.

◆ Background

During a meeting on February 19, 2024, Mr. Scott Miller with the City of East Ridge requested a quote from Mr. Will Sharpton of S&ME for asbestos abatement related services. The requested services consist of preparation of an asbestos abatement design and subsequent project monitoring services during pre-renovation asbestos abatement at the former McBrien Elementary School in East Ridge, Tennessee. We understand the referenced building is a two-story structure with an approximately 33,350 square-foot footprint. S&ME is familiar with the site having performed a Phase I Environmental Assessment (ESA) in 2017 (S&ME Project No. 4181-15-055) as part of an Environmental Protection Agency (EPA) Brownfield Assessment, and an asbestos and lead paint assessment on January 23 and 24, 2024 (S&ME Project No. 23810388, dated February 09, 2024). The areas planned for renovation include classrooms, kitchen work-areas, and storage rooms. The asbestos abatement will include the removal of existing floor tiles and associated mastics, mastics associated with wall-mounted blackboards, and thermal systems insulation (TSI)/ historic boiler system pipe insulation. We understand that the referenced structure is no longer in use as a school and will not be in use at the time of abatement.

The quantities of ACM provided in the S&ME Asbestos and Lead Assessment Report, Project 23810388, are for informational purposes only and should not be used for abatement bidding purposes. Actual field measurements should be performed by the prospective asbestos abatement contractor for bid purposes.



◆ Scope of Service

Task 1 – Asbestos Abatement Design

Asbestos Abatement Specifications

S&ME proposes to provide a Tennessee-licensed and EPA accredited Asbestos Project Designer to prepare asbestos abatement design documents for the proposed renovation project. This asbestos abatement design will assume the following:

- The design services will be provided for an abatement phase that will occur prior to the proposed general renovation/demolition activities.
- The City of East Ridge intends to have identified asbestos-containing material (ACM) in areas of renovations removed prior to repurposing of the structure.
- The City of East Ridge will provide S&ME with copies of building plans that depict the planned renovations. We propose to review these plans and provide marked-up drawings with the location of ACM in the building for use with the abatement design. Copies of these plans will be included in design documents prepared by the client's Architect for purposes of reference if they are applicable to the abatement project.
- The client's Architect will provide "front end" documents such as the general conditions, bidding requirements, etc. in a project manual format. S&ME proposes to provide specifications for the project. It shall be the responsibility of the Architect and the City of East Ridge to coordinate our specifications with other aspects of the contract documents. S&ME does not propose to review documents prepared by others for purposes of coordination.
- The documents prepared by S&ME are for asbestos abatement activities related to the renovations at the former McBrien Elementary School. These documents are not intended for use on any other properties.

We propose to develop the following specification sections for the abatement of ACM: 028213 (Asbestos Abatement Section), 028216 (Engineering Control of Asbestos-containing Materials Section), and 028233 (Removal and Disposal of Asbestos-containing Materials Section) as they relate to asbestos removal to be removed prior to renovation activities. The plans and specifications will be presented to Mr. Scott Miller, City Planner with the City of East Ridge, for review and coordination with other aspects of the project.

Task 2 – Abatement Monitoring Services

A. Abatement Monitoring

S&ME will provide a TDEC Licensed Asbestos Project Monitor to provide periodic visual observations, air monitoring and air sample analysis relative to the asbestos abatement activities at the site in an on-call basis. The abatement contractor shall notify S&ME upon completion of each abatement work-area for post-abatement air clearance sampling. The Project Monitor will perform area asbestos air sampling and post-abatement air clearance sampling. The samples will be analyzed by Phase Contrast Microscopy (PCM) using NIOSH Method 7400. The individual performing PCM microscopy analysis of the air samples will be listed as proficient in the



**Proposal for Asbestos Abatement Design and Project Monitoring Services
Former McBrien Elementary School**

Chattanooga, Tennessee 37412
S&ME Proposal No. 23810388A

American Industrial Hygiene Association – Asbestos Analysts Registry (AIHA – AAR) program, or samples will be analyzed by a National Volunteer Laboratory Accreditation Program (NVLAP) accredited laboratory. Air sampling will be performed as outlined in the abatement design specification.

S&ME's Project Monitor will also provide visual observations relative to the lead paint abatement activities at the site. S&ME will observe sampling and abatement performed by the lead paint abatement contractor. Observations will be included in Daily Field Reports and in our Closeout Report.

B. Pay Application Review / Approval

We propose to evaluate the abatement contractors' applications for payment to verify the accuracy of the request based on the completed portion of the project. To accomplish this objective, we have developed the following list of tasks:

- Visit the project site to evaluate the project status, upon receipt of a pay request application;
- Meet with the abatement contractors while on-site to discuss the project status and the Application for Certification for Payment;
- Review the Application for Certification for Payment including all approved change orders;
- Prepare a short status report attached to the contractors pay application documenting the work completed and results of applicable confirmation testing.

C. Closeout Report

At project completion, S&ME will prepare a closeout report that provides documentation of the following:

- Compilation of abatement daily logs, including disposal records;
- Summary of abatement monitoring services performed by S&ME; and
- All correspondence between the Consultant, Abatement Contractor, or others concerning matters related to the project.

◆ Client Responsibilities

To properly perform the proposed Basic Services, the Client must provide the following:

- Signed Agreement for Services (attached Form CA-071);
- Electronic floor plan drawings or figures, if available.
- Safe and timely access to all subject areas of the building during the assessment period.
- Information relative to any previous asbestos sampling data; and
- Name and contact information for the site representative to schedule our field services, and the on-site escort, if required.
- Specify format for abatement design – asbestos abatement and disposal specification section.



◆ **Limitations**

This proposal is solely intended for the Basic Services as described in the Scope of Service. The Scope of Service may not be modified or amended, unless the changes are first agreed to by the Client and S&ME. Use of this proposal and resulting documents, including the final report, are limited to the referenced project and Client. No other use is authorized by S&ME. This service will be performed exercising the ordinary skill and competence of consulting professionals in relevant disciplines in this region.

◆ **Exclusions**

Without attempting to compile a complete list or description of all services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded:

1. **Asbestos Abatement** — S&ME will observe and report the periodic abatement observations to the City of East Ridge. S&ME will not have authority to change the abatement contract or have "stop-work" authority during the project. S&ME will not serve as the abatement contractor's Competent Person as required by the Occupational Safety and Health Administration (OSHA) during asbestos abatement projects and is not responsible for the contractor's adherence to state and federal regulations. S&ME is not responsible for the safety and health of the abatement contractor's employees.
2. **Personal Air Monitoring** — S&ME will not perform personal exposure monitoring or analysis of samples required by OSHA. This is the abatement contractor's responsibility and is not included in this proposal.
3. **Other Hazardous Materials** — S&ME will not provide services outlined in this proposal related to hazardous or potentially hazardous materials, other than those specifically identified in this proposal.

If any of the above excluded services are required, please contact us so that we can modify this proposal, or provide an additional proposal, for these services.

◆ **Fee and Schedule**

For the services described by this proposal, we propose the following fees:

Task 1 – Asbestos Abatement Design	\$3,000 (lump sum)
Task 2a – Abatement Monitoring.....	\$13,140 (T&M estimated)
Task 2b – Pay Application Review	\$1,640 (lump sum)
Task 2c – Closeout Report	\$2,000 (lump sum)

Total Estimated Fee.....\$19,780 est.

Our Task 2a services will be provided on a time and materials (T&M) basis, in accordance with the following unit rates. The attached fee estimate provides a general breakdown of these services. Our fee estimate is based on eight weeks of asbestos abatement and intended to be conservative. Additional fees may be incurred, depending on frequency and duration of site visits necessary to accomplish project goals. We will not exceed this fee estimate without written consent to proceed.



Unit Rates

- Staff Professional \$95 / hour
- Asbestos Project Monitor \$140 / hour
- Senior Professional \$160 / hour
- PCM Sample Analysis \$35 / Sample
- Air Sampling Equipment \$100 / day

S&ME proposes to provide the services identified as Task 1, 2b, and 2c for lump sum fees. Lump sum (LS) fees for Task 1 include providing and revising one draft of each document. Additional meetings and conversations for completion of the documents will be billed on a time and material's basis in accordance with our fee schedule. The Task 1 draft report will be issued approximately ten workdays after authorization.

◆ **Authorization**

Our Change to Agreement for Services, Form Number CA-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services. If you elect to accept our change order proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement of Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements. If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Change to Agreement for Services (CA-071) and hereby accept both as written.

◆ **Closing**

S&ME appreciates this opportunity to provide these environmental services. If you have any questions concerning the proposal or if you would like to schedule this service, please contact us by telephone or electronic mail.

Sincerely,

S&ME, Inc.

William Sharpton
 Associate Project Manager

Emily M. Mollish
 TDEC Asbestos Project Designer



**Proposal for Asbestos Abatement Design and Project Monitoring Services
Former McBrien Elementary School**

Chattanooga, Tennessee 37412
S&ME Proposal No. 23810388A

Senior Reviewed By: Eric M. Solt

Attachments: Agreement for Services (CA-071)

Attachments

Attachment I – Agreement for Services (CA-071)



CHANGE TO AGREEMENT FOR SERVICES

Form CA-071

Date: March 20, 2024	Job Number: 23810388A	Change Number: 01
S&ME, Inc. (hereafter Consultant)	Client Name: City of East Ridge (hereafter Client)	
Address: 4291 Highway 58	Address: 1517 Tombras Avenue	
City: Chattanooga	City: Chattanooga	
State: TN Zip: 37416	State: TN Zip: 37412	
Telephone: 423-499-0957	Telephone: 423-682-0741	
Fax:	Fax:	

PROJECT

Project Name: **McBrien School Asbestos Abatement Design and Project Monitoring Services**

Project location: (Street Address) **1501 Tombras Avenue**

City: **Chattanooga** State: **TN** Zip: **37412**

AGREEMENT FOR SERVICES

Date of Agreement For Services between Client and Consultant: **December 21, 2023**

WHEREAS, Client and Consultant have previously entered into an Agreement For Services on the date indicated, to perform services on the above project.

WHEREAS, during the performance of the services, Client and Consultant have agreed that it is necessary to change the Agreement between Consultant and Client.

NOW THEREFORE, in consideration of Consultant's promise to perform the services and Client's promise to pay for the services, Consultant and Client agree to incorporate the "Change To Agreement For Services" indicated below into Agreement For Services.

CHANGE TO AGREEMENT FOR SERVICES

The above identified Agreement For Services is changed pursuant to proposal number: **23810388** dated: **12/21/2023**

This Change will extend the time required for completion of the Agreement: **8 weeks (estimated)**

The total agreement amount after this Change to Agreement For Services: **\$19,780**

CLIENT'S SIGNATURE BELOW IS CLIENT'S ACCEPTANCE OF THIS CHANGE TO AGREEMENT FOR SERVICES AND AUTHORIZATION TO CONSULTANT TO PROCEED IMMEDIATELY WITH THIS CHANGE TO THE AGREEMENT FOR SERVICES.

Agreed to and executed by Client's and Consultant's authorized representatives.

CLIENT: City of East Ridge

S&ME, Inc.

BY: _____
(Signature)

BY: _____
(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

Client's FAXED or DIGITAL signature to be treated as original signature