

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

**AGENDA
September 12, 2024
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Milestone Awards for August 2024
4. Consent Agenda:
 - A. Approval of Minutes August 22, 2024 Council Meeting
 - B. Approval of June 2024 Financial Report
 - C. Declaration of Surplus Property - Library
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **RESOLUTION NO. 3593** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING THE FACILITY FEE WAIVER POLICY FOR THE PARKS AND RECREATION DEPARTMENT
 - B. **RESOLUTION NO. 3594** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ADVERTISE A REQUEST FOR PROPOSALS (“RFP”) FOR SOLID WASTE DISPOSAL SERVICES
 - C. Discussion of Tentative Agenda Items for the **September 26, 2024** City Council Meeting (see Attachment A)
10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA**

September 26, 2024

8. **Old Business:** None

9. **New Business:**

- A. **RESOLUTION NO. _____** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ACCEPT THE PUBLIC ENTITY PARTNERS 2024 – 2025 JUDY HOUSLEY SAFETY PARTNERS MATCHING GRANT
- B. **RESOLUTION NO. _____** – Approval of Bids for Construction of Town Center (bid opening 9/10/24)
- C. **RESOLUTION NO. _____** – Approval of Trophy Bids for Parks and Recreation (bid opening 9/11/24)
- D. **RESOLUTION NO. _____** – Approval of nomination to fill an unexpired term on the East Ridge Beer Board

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

**August 22, 2024
6:00 pm**

The East Ridge City Council met pursuant to notice on August 22, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Danny Lance, True 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: 11

Special Presentation – Community Spotlight Award – Mayor Williams stated he wanted to create this award and present it to organizations that provide a great service to the citizens. The Mayor read the award and presented it to the East Ridge Community Food Pantry. Carolyn Tucker, the Director of the Food Pantry, accepted the award on behalf of the group and thanked the Mayor and Council, and the citizens of East Ridge. She also introduced others who help at the Food Pantry.

Consent Agenda:

- A. Approval of Minutes August 8, 2024 Council Meeting
- B. Declaration of Surplus Property – Building/Codes, Administration, Building Maintenance

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

Communication from Citizens: None

Communication from Councilmembers:

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

Councilmember Tyler wished the East Ridge High School Pioneers good luck in their football season.

Mayor Williams announced the following:

- Library Events
 - August 24, 2024, 10:30-11:30 am – Learn how to draw Bluey and Bingo
 - August 26, 2024, 6:00-7:00 pm – Cookin’ the Books Cooking Club
 - September 7, 2024, 11:30 am-12:30 pm – Lego Club
 - September 14, 2024, 11:00 am-12:00 pm – A Novel Idea Book Club

- Parks and Recreation – The Mayor asked Director Skiles to announce the events.
 - August 24, 2024, 11:00 am-3:00 pm – Pet Adoption Carnival at the Community Center
 - August 22, 2024 – Pancake Breakfast for Seniors
 - August 28, 2024, 11:00 am – Senior Fitness Luncheon at the Community Center sponsored by Giardino Restaurant
 - The splash pad is open only on weekends from 11:00 am – 7:00 pm.
 - The Senior fitness program has walking at 9 am, aerobics, line dancing, pickle ball, etc.
 - Aerobics classes on Tuesdays and Thursdays
 - Open gym after school for youth
 - All sports registration has closed but there are a few spots left.

Communication from City Manager:

- Animal Shelter – Contractors are completing the punch list items and should be finished this week or early next week. They are moving in furniture, appliances, and equipment. The shelter should be open sometime after Labor Day.
- Widening of N. Mack Smith Road – Chattanooga Gas is installing the third and final section of gas lines on the east side. EPB is scheduled to test their new lines and Comcast and AT&T will start their transitions from the old poles to new poles. Adams Contracting should start their construction mid to late September with 270 days for completion.
- Multi-Purpose Building – We are soliciting bids with bid opening on September 10th and award on September 26th. We have received ten inquiries for bid packages. Construction should begin in October or November.

Mayor Williams asked if traffic is moving on N. Mack Smith with all the construction. Mr. Miller stated it is and has heard no complaints. The Mayor also brought up the Fall Festival. Director Skiles stated we have 155 vendors for the festival. We have added sponsors, with Asa Engineering being our main sponsor, First Bank is sponsoring the petting zoo, Parkridge is sponsoring the Pumpkin Patch, and Allegiant Electric is sponsoring the inflatables and Kids Zone. There was discussion of having a two-day event next year.

Ms. Skiles also discussed the Christmas Parade. Applications will go out the second week in September. The parade will be November 23rd.

Old Business:

ORDINANCE NO. 1205 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1028 WHICH AMENDED THE EAST RIDGE ZONING ORDINANCE NO. 481, BY ADDING AN ADDITIONAL SECTION THERETO, BEING SECTION 111 OF ARTICLE VI (SUPPLEMENTAL REGULATIONS AND EXCEPTIONS), IN THE EAST RIDGE ZONING ORDINANCE (2nd and final reading) – City Attorney Litchford read on caption. Mr. Litchford stated since this ordinance has been modified since it went before the Planning Commission, he believes it should go back before the Planning Commission, and then brought back before Council for first and second reading. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to send Ordinance No. 1205 back to the Planning Commission. The vote was unanimous. Motion approved.

ORDINANCE NO. 1209 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2025 OPERATING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading) – City Attorney Litchford read on caption. Finance Director Qualls stated this amendment is for the \$1 million down payment on a new fire engine. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1209 on second and final reading. Deputy Chief Albright was present to answer any questions regarding the fire engine. Councilmember Witt asked how long it would take for the fire engine to be delivered. Deputy Chief Albright stated it would take 40 to 41 months. The vote was unanimous. Motion approved

New Business:

RESOLUTION NO. 3585 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING A PROPOSAL FROM INPUT GROUP, LLC FOR UPGRADES TO THE AUDIO-VISUAL EQUIPMENT IN THE CITY HALL COUNCIL CHAMBERS – City Attorney Litchford read on caption. Human Resources Director Sinigaglio stated three bids were received and is recommending the bid from Input Group, LLC in the amount of \$30,297.50 be approved. Ms. Sinigaglio stated the changes since it was presented on the tentative agenda are for TV screens, additional speakers in the rear of the chambers, and additional labor. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3585. The vote was unanimous. Motion approved.

RESOLUTION NO. 3586 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE AND UPFITTING OF EMERGENCY EQUIPMENT FROM TRUCKER'S LIGHTHOUSE, INC. FOR FOUR CHEVROLET COLORADO TRUCKS THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #202, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b) – City Attorney Litchford read on caption. Chief Uselton stated this is to upfit the new trucks for

the Police Department, CID Division, in the amount of \$35,375.92. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3586. The vote was unanimous. Motion approved.

RESOLUTION NO. 3587 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE TEN (10) SETS OF TURNOUT GEAR FOR THE FIRE DEPARTMENT FROM NAFECO THROUGH THE SOURCEWELL PURCHASING ALLIANCE CONTRACT LISTING #010424-LIO – City Attorney Litchford read on caption. Deputy Chief Albright stated this purchase is a continuation of the chief’s replacement program. It will keep us in compliance with NFPA regulations which recommend that turnout gear be retired after ten years of service from the manufacturer’s date. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3587. The vote was unanimous. Motion approved.

RESOLUTION NO. 3588 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A NOMINATION TO THE EAST RIDGE HOUSING COMMISSION BY COUNCILMEMBER CAGLE – Councilmember Cagle made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3588, appointing David Sherrill to the Housing Commission. The vote was unanimous. Motion approved. Mayor Williams thanked Mr. Sherrill for his service on the Housing Commission.

RESOLUTION NO. 3589 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY COUNCILMEMBER TYLER TO THE EAST RIDGE HOUSING COMMISSION – City Attorney Litchford read on caption. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3589, appointing Amanda Davis to the Housing Commission. The vote was unanimous. Motion approved. Mayor Williams thanked Ms. Davis for her service on the Housing Commission.

RESOLUTION NO. 3590 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY MAYOR WILLIAMS TO THE EAST RIDGE PLANNING COMMISSION – City Attorney Litchford read on caption. Mayor Williams nominated Dana Howe to the Planning Commission. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3590, appointing Dana Howe to the Planning Commission. The vote was unanimous. Motion approved. Mayor Williams thanked Ms. Howe for her service on the Planning Commission.

RESOLUTION NO. 3591 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH EASY AUTO POWERSPORTS, INC. RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO – City Attorney Litchford read on caption. Mr. Litchford stated that this business is not associated with Honda Powersports; it is for preowned vehicles. Mr.

Litchford stated this is state-funded revenue from state sales tax and does not involve any city taxes. He stated the development involves a 4,800 – 5,000 square foot building on property that has a zero-base line. The investments costs are projected to be \$2.3 - \$2.4 million. The recommended split from staff and approved by the Industrial Development Board is 60% for the developer and 40% for the City. The developer is projecting annual sales just under \$5 million, with a 2% increase in sales growth annually. Ben Chandler, 3215 Cumberland Hills Circle, Cleveland, Tennessee, representing Easy Auto Power Sports stated they are happy to have selected East Ridge for this venture. He stated they will sell motorcycles, ATVs, 4-wheelers, etc. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3591. The vote was unanimous. Motion approved.

RESOLUTION NO. 3592 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF A GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO PROVIDE SCHOOL RESOURCE OFFICERS (“SROs”) FOR EACH OF THE CITY’S FOUR PUBLIC SCHOOLS AND APPROVING THE CONTRACT WITH THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR THE GRANT – City Attorney Litchford read on caption. Economic Development Administrator McAllister stated this resolution is to approve the contract; the MOU with Hamilton County has already been approved. If approved tonight, we can start the reimbursement process. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3592. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the September 12, 2024 City Council Meeting

- Milestone Awards for August 2024 - Mayor Williams stated this is to recognize employees who have met their milestone service dates.
- Old Business: None
- New Business:
- **RESOLUTION NO. _____ – APPROVAL OF AMENDMENTS TO THE FEE WAIVER POLICY FOR THE PARKS AND RECREATION DEPARTMENT** – Director Skiles stated she would like to add the following to the policy.

The organization/agency shall be responsible to contribute a minimum of 50% of the net receipts collected by their event or program, whereby the facility fee was waived, to a non-profit organization that is located and/or serves the residents of the City of East Ridge.

Councilmember Tyler asked, for example, if the Optimist Club is raising money for a Fishing Rodeo, would that qualify under this policy. Ms. Skills stated that it would.

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
Jun-24

Unaudited		Spent YTD			100.00%	
FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,569,000	6,247,375	6,502,529	98.99%	100.00%
31200	Property Taxes (Delinquent)	500,000	664,605	307,658	61.53%	100.00%
31610	Local Sales Tax - Co. Trustee	3,600,000	4,382,457	4,651,940	129.22%	100.00%
31611	Incremental State Sales Tax	9,304,398	6,237,367	7,397,436	79.50%	100.00%
31710	Wholesale Beer Tax	420,000	475,191	507,191	120.76%	100.00%
31800	State Net Allocation	290,000	377,970	380,562	131.23%	100.00%
31810	Minimum Business Licenses	7,000	9,217	3,423	48.91%	100.00%
31824	Solicitors Permit	0	0	115	0.00%	100.00%
31827	5% State Commission	22,000	31,473	37,017	168.26%	100.00%
31912	* Cable TV Franchise Tax	200,000	216,576	188,211	94.11%	100.00%
31961	Liens Collected by Trustee	25,000	65,116	35,897	143.59%	100.00%
32120	Wrecker Licenses	350	350	400	114.29%	100.00%
32200	Alcoholic Beverage Tax	200,000	256,976	245,156	122.58%	100.00%
32210	Beer Licenses & Etc.	8,000	8,014	7,868	98.34%	100.00%
32220	Liquor Licenses	3,500	5,300	450	12.86%	100.00%
32225	Fireworks Fees/Permits	3,000	1,000	5,000	166.67%	100.00%
32226	Annual Fireworks Permit Fee	300	100	500	166.67%	100.00%
32227	Vacation Rental Fee	0	0	50	0.00%	100.00%
32610	Building Permits	200,000	193,433	110,574	55.29%	100.00%
32615	Fire Preventions/Permits	1,000	1,845	2,580	258.00%	100.00%
32620	Electrical Permits	30,000	32,183	19,196	63.99%	100.00%
32630	Plumbing Permits	15,000	22,044	13,635	90.90%	100.00%
32640	Natural Gas Permits	2,000	1,902	2,065	103.25%	100.00%
32650	Excavating Permits (St. Opening	4,000	4,630	18,800	470.00%	100.00%
32660	Zoning Permits	4,000	5,450	3,950	98.75%	100.00%
32671	Regular Sign Permits	3,500	4,680	4,255	121.57%	100.00%
32672	Temporary Sign Permits	300	75	0	0.00%	100.00%
32690	Plan Review Fees	100	0	0	0.00%	100.00%
32691	Tree Trimming Permits	100	20	50	50.00%	100.00%
32905	Other Code Enforcement Fees	25,000	59,183	36,778	147.11%	100.00%
32960	Yard Sale Permits	200	10	60	30.00%	100.00%
32990	Mechanical Permits	15,000	25,431	23,613	157.42%	100.00%
33140	ARPA Funds - Federal	0	0	0	0.00%	100.00%
33190	FEMA/TEMA FY 2021	0	18,280	11,241	0.00%	100.00%
33191	Direct Appropriation State of TN	300,000	50,000	300,000	100.00%	100.00%
33410	State Law Enforcement Education	37,600	31,763	34,200	90.96%	100.00%
33430	State Fire Service Educational Gra	19,200	20,000	20,000	104.17%	100.00%
33510	State Sales Tax	2,627,122	2,630,788	2,720,350	103.55%	100.00%
33511	Interstate Telecom. Sales Tax	5,000	4094..21	4,362	87.24%	100.00%
33512	Sportsbetting	32,000	36,154	41,153	128.60%	100.00%
33513	Occupcity Tax	1,500	1,344	2,297	153.17%	100.00%
33515	State Sales Tax/Telecommunication	500	797	416	83.22%	100.00%
33520	State Income Tax	0	72	335	0.00%	100.00%
33530	** State Beer Tax	10,192	10,122	9,743	95.60%	100.00%
33540	State Mixed Drink Tax	95,000	115,001	131,846	138.79%	100.00%
33552	State-City Streets And Transportati	40,565	37,226	40,584	100.05%	100.00%
33560	Seized/Awarded by State	0	0	0	0.00%	100.00%
33591	* TVA - Gross Receipts Tax	266,004	269,904	271,886	102.21%	100.00%
33593	Corporate Excise Tax	6,000	6,139	1,386	23.10%	100.00%
34121	Clerks' Fees - Business Tax	2,000	2,765	2,699	134.95%	100.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
34211	Accident Report Charges	2,000	2,979	1,744	87.20%	100.00%
34212	Driver Licenses Reinstatement Fee	2,000	2,370	2,410	120.50%	100.00%
34221	Ridgeside Fire Service Contract	116,604	111,761	116,604	100.00%	100.00%
34231	Police Services	0	1,157	2,949	0.00%	100.00%
34314	Mowing	9,800	9,800	9,800	100.00%	100.00%
34500	Donations - New Animal Shelter	5,000	8,616	4,640	92.81%	100.00%
34515	Rabies & Spay/Neuter Cert.	500	0	240	48.00%	100.00%
34516	Registration	500	205	1,898	379.60%	100.00%
34517	Adoption	1,000	185	1,412	141.20%	100.00%
34518	Board & Impound Fees	1,000	165	595	59.50%	100.00%
34520	A/S Donations-Designated	1,000	1,091	300	30.00%	100.00%
34641	Indoor Soccer Income	178,350	131,504	180,396	101.15%	100.00%
34642	Community Center Income	40,000	40,496	43,760	109.40%	100.00%
34643	Outdoor Soccer Fees	70,000	63,536	84,375	120.54%	100.00%
34644	Baseball Fees	35,000	34,978	51,967	148.48%	100.00%
34645	Softball Fees	25,000	30,549	17,303	69.21%	100.00%
34646	Gate	30,000	40,439	53,587	178.62%	100.00%
34647	McBrien Complex	0	1,169	0	0.00%	100.00%
34648	Adult League - Softball	30,000	28,425	29,815	99.38%	100.00%
34649	Concerts/Events - Camp Jordan	10,000	6,638	7,760	77.60%	100.00%
34651	Multi-Purpose Building (Arena)	140,000	162,690	145,769	104.12%	100.00%
34652	Pavilion Rental	18,000	13,100	21,144	117.47%	100.00%
34653	Track Rental	2,000	678	1,537	76.85%	100.00%
34654	Field Rental	62,000	72,562	78,410	126.47%	100.00%
34655	Amphitheater	14,000	13,150	11,929	85.21%	100.00%
34656	Concessions	40,000	45,723	79,776	199.44%	100.00%
34657	Overnight - Rv Rental	18,000	21,175	19,293	107.18%	100.00%
34658	Tournament Team Fees	1,500	2,634	4,225	281.67%	100.00%
34712	Sponsorship/Parks & Rec	5,000	4,898	4,650	93.00%	100.00%
34720	Football Gate	3,000	0	7,023	234.10%	100.00%
34751	Basketball Gate	18,000	16,851	17,433	96.85%	100.00%
34742	Basketball Player Fees	16,000	13,958	22,470	140.44%	100.00%
34743	Football Player Fees	11,000	9,725	21,063	191.49%	100.00%
34744	Photography	1,200	1,135	1,682	140.13%	100.00%
34745	Vending/Concessions	8,000	6,948	16,639	207.99%	100.00%
34746	Cheerleading	2,000	830	940	47.00%	100.00%
34747	Rent-Arena Equipment	25,000	6,121	30,811	123.25%	100.00%
34749	Soccer Field Rentals	60,000	61,693	82,786	137.98%	100.00%
34760	Library Charges	1,200	1,009	893	74.42%	100.00%
34761	Library - Copies	1,500	573	783	52.18%	100.00%
34794	Community Center M. Fee	1,000	565	1,800	180.00%	100.00%
35100	Municipal Court Fines & Costs	400,000	363,122	334,808	83.70%	100.00%
35110	Forfeiture of Bond	0	0	8,500	0.00%	100.00%
35120	Public Defender Fees	500	25	0	0.00%	100.00%
35150	Diversions Filing	300	0	0	0.00%	100.00%
36100	Interest Earnings	5,000	10,476	10,023	200.45%	100.00%
36211	Rent - Cell Tower	42,925	12,925	42,925	100.00%	100.00%
36310	Sale of Land	0	250,000	0	0.00%	100.00%
36330	Sale Of Equipment	10,000	25,509	4,356	43.56%	100.00%
36350	Insurance Recoveries	50,000	57,630	58,234	116.47%	100.00%
36901	Pipes/Culverts	3,000	5,246	1,824	60.79%	100.00%
36902	Repayment - Damages- Traffic Dev	0	0	2,075	0.00%	100.00%
36903	Christmas Parade	500	645	595	119.00%	100.00%
36905	Police - Sale of Surplus	15,000	22,481	33,951	226.34%	100.00%
36906	Fire - Sale of Surplus	5,000	14,931	36,766	735.33%	100.00%
36990	Miscellaneous Revenues	25,000	46,605	22,960	91.84%	100.00%
36992	Hamilton County	20,000	3,000	20,540	102.70%	100.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
37200	AHO - Fines/Court Costs	1,500	300	0	0.00%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues	26,480,310	24,349,432	25,859,621	97.66%	100.00%
EXPENDITURES						
41000	General Government	1,368,188	1,186,429	1,275,903	93.25%	100.00%
41100	Administrative	1,066,215	1,103,912	1,039,686	97.51%	100.00%
41111	City Council	99,490	101,357	96,216	96.71%	100.00%
41210	Municipal Court	395,640	382,266	364,851	92.22%	100.00%
41520	City Attorney	137,075	151,044	124,272	90.66%	100.00%
41800	Buildings & Grounds Maintenance	362,274	320,331	268,455	74.10%	100.00%
41900	City Hall Complex	51,975	53,955	47,944	92.24%	100.00%
42100	Police	2,525,428	2,326,527	2,218,634	87.85%	100.00%
42121	Criminal Investigation	879,088	683,121	750,889	85.42%	100.00%
42123	Patrol	2,861,004	2,643,356	2,989,589	104.49%	100.00%
42125	School Resource	300,000	0	161,556	53.85%	100.00%
42125	Traffic Division	343,290	183,356	145,609	42.42%	100.00%
42200	Fire Department	3,704,114	3,486,401	3,702,020	99.94%	100.00%
42400	Building/Planning/Zoning	688,506	585,395	572,425	83.14%	100.00%
43110	Highway And Street	640,288	511,817	587,057	91.69%	100.00%
43120	Traffic Control & Street Markers	409,132	336,495	378,632	92.55%	100.00%
43170	Transfer Station/Brush Pit/Fleet	15,100	12,785	15,114	100.09%	100.00%
44140	Animal Control	339,617	339,471	323,147	95.15%	100.00%
44410	Parks and Recreation	1,151,350	885,040	1,046,726	90.91%	100.00%
44420	Multi-Purpose Recreation Bldg	288,454	271,049	267,756	92.82%	100.00%
44430	Community Center	303,540	192,133	301,333	99.27%	100.00%
44450	McBrien Complex	1,400	1,046	974	69.55%	100.00%
44610	Soccer - Recreation	74,900	47,564	75,213	100.42%	100.00%
44620	Soccer - Indoor	110,700	88,920	110,256	99.60%	100.00%
44630	Baseball/Softball	102,700	69,484	90,859	88.47%	100.00%
44640	Football/Cheer	32,550	13,893	24,611	75.61%	100.00%
44650	Adult Softball	54,800	37,008	36,591	66.77%	100.00%
44700	Basketball	25,000	17,736	24,281	97.12%	100.00%
44800	Libraries	301,906	252,817	248,660	82.36%	100.00%
44810	History Museum	1,225	400	708	57.79%	100.00%
46500	Community Development Programs	10,000	11,018	3,863	38.63%	100.00%
43530	Transfer to ARPA Fund	0	0	0	0.00%	100.00%
47200	Economic Development	6,705,798	4,294,069	6,389,841	95.29%	100.00%
49100	Debt Service	96,013	497,305	96,013	100.00%	100.00%
49400	Capital Projects - Transfer Out	1,279,000	375,000	0	0.00%	100.00%
	Total Expenditures	26,725,760	21,462,499	23,779,682	88.98%	100.00%
Total	## General Fund	245,450	2,886,933	2,079,938		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State Grant - TIP Funds	415,000	3,107	294,438	70.95%	100.00%
33460	State Grant - HIP Funds	260,000	22,354	27,852	10.71%	100.00%
33550	2017 Gas Tax Improve	200,000	201,746	181,344	90.67%	100.00%
33551	State Gasoline And Motor Fuel Tax	570,000	579,834	571,620	100.28%	100.00%
33558	City Transport Mod Tax (Electric)	0	0	3,405	0.00%	100.00%
36100	Interest Earnings	100	180	180	180.34%	100.00%
36330	Sale of Equipment	0	0	0	0.00%	100.00%
	Use of Fund Balance	1,474,849	38,005	938,683	0.00%	100.00%
	Total Revenues and Other Sources	2,919,949	845,225	2,017,522	74.65%	100.00%
EXPENDITURES						
43190	State Street Aid	2,919,949	845,225	2,017,522	69.09%	100.00%
	Total Expenditures	2,919,949	845,225	2,017,522	69.09%	100.00%
Total	## State Street Aid Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33109	CSX Transportation Grant - 2022	0	25,000	0	0.00%	100.00%
33114	TML Driver Safety Grant	4,000	4,000	0	0.00%	100.00%
33120	TDOT 2015 Multi Modal Grant	0	1,054,000	0	0.00%	100.00%
33425	Aquatic Stream Clean Grant	1,000	443	0	0.00%	100.00%
33493	TML Safety Grant	3,000	3,000	3,000	100.00%	100.00%
36100	Interest Earnings	0	18	2	0.00%	100.00%
36420	Police Traffic Safety Grant	0	4,548	0	0.00%	100.00%
36421	TN AM Grants	0	2,000	3,000	0.00%	100.00%
36422	Target Grant	0	0	0	0.00%	100.00%
36423	Animal Foundation Grants	0	0	425	0.00%	100.00%
36711	Safety Conservation Grant	4,000	4,750	0	0.00%	100.00%
36920	THS089-Police	0	1,120	0	0.00%	100.00%
36921	Homeland Security - Police	0	0	0	0.00%	100.00%
36922	Homeland Security - Fire	0	0	0	0.00%	100.00%
36925	Violent Crime Intervention Grant	190,000	0	190,751	100.40%	100.00%
36962	Operating Transfers-Capital Project	0	0	0	0.00%	100.00%
	Use of Fund Balance	8,000	0	0	0.00%	100.00%
	Total Revenues and Other Sources	210,000	1,098,879	197,298	96.62%	100.00%
EXPENDITURES						
43150	Grants	210,000	635,913	195,599	91.60%	100.00%
	Total Expenditures	210,000	61,831	195,599	91.60%	100.00%
Total	## Grant Fund	0	462,966	1,699		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	4,880	6,175	61.75%	100.00%
33560	Seized/Awarded by State	35,000	99,222	48,729	139.23%	100.00%
35200	Drug Fines	20,000	53,722	24,645	123.23%	100.00%
35400	Sale of Confiscated Property	2,000	1,404	0	0.00%	100.00%
36990	Misc. Revenues	0	0	8,330	0.00%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues and Other Sources	67,000	159,229	87,879	113.43%	100.00%
EXPENDITURES						
42129	Drug Investigation and Control	67,000	20,915	13,453	20.08%	100.00%
	Total Expenditures	67,000	20,915	13,453	20.08%	100.00%
Total	## Drug Investigation Fund	0	138,313	74,426		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Rev	6,628,998	4,265,002	6,260,218	94.44%	100.00%
33191	Direct Appropriation-State of TN	0	1,287,500	0	0.00%	100.00%
36100	Interest Earnings	0	19	31	0.00%	100.00%
	Transfer In	0	0	0	0.00%	100.00%
	Use of Fund Balance	0	154,974	0	0.00%	100.00%
	Total Revenues and Other Sources	6,628,998	5,707,495	6,260,249	94.44%	100.00%
EXPENDITURES						
	Economic Development	5,557,478	5,112,336	5,188,698	93.36%	100.00%
	Debt Payment	1,071,520	595,173	1,071,520	100.00%	100.00%
	Total Expenditures	6,628,998	5,707,509	6,260,218	94.44%	100.00%
Total	## Economic Development Fund	0	0	31		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	0	0	0	0.00%	100.00%
34416	Special Assessment - Garbage	1,629,279	1,580,199	1,539,457	94.49%	100.00%
34418	Extra Cans	1,500	1,845	1,530	102.00%	100.00%
34420	Dumpster Rentals	6,000	4,566	5,680	94.67%	100.00%
34422	Recycling - Transfer Station	2,000	4,982	5,068	253.40%	100.00%
34426	Sale Of Mulch	200	86	108	54.00%	100.00%
34430	Refuse Collection And Disposal	2,000	882	734	36.72%	100.00%
36330	Sale of Equipment	0	0	0	0.00%	100.00%
36350	Insurance Recoveries	0	0	0	0.00%	100.00%
	Use of Fund Balance	0	463,546	591,864	0.00%	100.00%
	Total Revenues and Other Sources	1,640,979	2,056,106	2,144,441	94.61%	100.00%
EXPENDITURES						
43200	Solid Waste	1,906,979	2,056,106	2,144,441	91.82%	100.00%
	Total Expenditures	1,906,979	2,056,106	2,144,441	91.82%	100.00%
Total	## Solid Waste Fund	-266,000	0	0		

Budget amended to show use of fund balance to purchase equipment

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	713,774	735,616	818,957	114.74%	100.00%
36100	Interest Earnings	1,000	56,684	111,478	11147.79%	100.00%
37940	Transfer In	1,401,000	1,366,648	1,401,000	100.00%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues and Other Sources	2,115,774	2,158,947	2,331,435	110.19%	100.00%
EXPENDITURES						
49111	Camp Jordan - Phase Two - 2020	145,564	144,872	144,230	99.08%	100.00%
49114	Refunding Bond Issue - 2021	836,763	835,963	837,263	100.06%	100.00%
49300	Series 2022 Bond Issue	726,325	18,915	490,772	67.57%	100.00%
49310	2015 - Exit One/Capital Projects	208,875	210,750	208,875	100.00%	100.00%
49410	Public Safety Capital Outlay Note	0	53,969	0	0.00%	100.00%
49411	Public Safety Capital Outlay Note	0	34,962	0	0.00%	100.00%
49412	Public Safety - Lease Purchase	37,800	30,000	0	0.00%	100.00%
49413	Public Safety - Capital Outlay Note	106,917	106,309	106,337	99.46%	100.00%
49414	Public Safety - Lease Purchase	53,530	0	53,530	100.00%	100.00%
	Total Expenditures	2,115,774	1,435,739	1,841,006	87.01%	100.00%
Total	## TML Loan Fund	0	723,208	490,428		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	0	0	0	0.00%	100.00%
33120	TDOT 2015 Multi Modal Grant	3,000,000	231,386	2,123,329	70.78%	100.00%
33123	Dog Dash Grant	0	0	0	0.00%	100.00%
34510	Dog Park Donations	0	0	0	0.00%	100.00%
36100	Interest	0	0	5,166	0.00%	
36421	TN American Water Grant	0	250,000	0	0.00%	100.00%
36915	Bond Proceeds	15,000,000	3,615,947	11,365,044	75.77%	100.00%
36990	Misc. Revenues	0	4,126	0	0.00%	100.00%
36992	Hamilton County	1,000,000	0	0	0.00%	100.00%
37940	Operating Transfers - Other Funds	2,279,613	2,870,602	0	0.00%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues and Other Sources	21,279,613	6,972,062	13,493,539	63.41%	100.00%
EXPENDITURES						
41800	Bldg & Grounds/Maintenance	500,000	54,190	284,859	56.97%	100.00%
41920	Multi Purpose Pavillion - Town Ctr	6,000,000	0	308,130	5.14%	100.00%
43110	Multi Modal Project - Ringgold Road	4,000,000	3,749,610	2,856,677	71.42%	100.00%
43121	North Mack Smith Road	4,850,000	931,815	688,770	14.20%	100.00%
43122	Resurfacing Projects	500,000	616,655	1,800	0.36%	100.00%
43123	Park Ridge Access Road	0	4,543	0	0.00%	100.00%
44410	Parks & Recreation	2,190,000	66,159	179,196	8.18%	100.00%
44421	Splash Pad/Playground	0	0	0	0.00%	100.00%
44423	Dog Park - Town Center	0	0	0	0.00%	100.00%
44424	Animal Shelter Building	1,651,500	63,831	179,079	10.84%	100.00%
44425	Dickert Pond Boardwalk & Pier	77,417	172,582	72,623	93.81%	100.00%
44426	Fuel Tank - Public Safety Facility	125,000	0	0	0.00%	100.00%
44430	Community Center - Upgrade	25,000	0	21,205	84.82%	100.00%
47200	Economic Development	50,000	39,906	20,000	40.00%	100.00%
	Total Expenditures	19,968,917	5,699,290	4,612,340	23.10%	100.00%
Total	## Capital Projects Fund	1,310,696	1,272,771	8,881,199		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
410	ARPA FUND					
	REVENUE					
37940	Transfer In	0	3,142,192	0	0.00%	100.00%
	Use of Fund Balance	4,142,192	0	2,922,045	70.54%	100.00%
	Total Revenues and Other Sources	4,142,192	3,142,192	2,922,045	70.54%	100.00%
	EXPENDITURES					
44424	Animal Shelter Facility	3,142,192	0	2,076,639	66.09%	100.00%
46490	Stormwater Projects - Ringgold Road	1,000,000	2,143,974	845,407	20.41%	100.00%
	Total Expenditures	4,142,192	2,143,974	2,922,045	40.11%	100.00%
Total	## Capital Projects Fund	0	998,218	0		

RESOLUTION NO. 3593

AGENDA MEMORANDUM
Facility Fee Waiver Policy Update

September 12, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department is seeking Council's approval to update the Facility Fee Waiver Criterion to add the following:

11. Any organization or agency which shall receive a waiver of any Facility Fee must, in exchange, contribute not less than fifty percent (50%) of the net receipts collected by any event or program held at the City's facility to a non-profit organization that is located in, and/or solely serves the residents of, the City of East Ridge.

SS

RESOLUTION NO. 3593

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AMENDING THE FACILITY FEE WAIVER POLICY
FOR THE PARKS AND RECREATION DEPARTMENT**

WHEREAS, on September 14, 2023, the East Ridge City Council adopted Ordinance No. 3442, approving a Facility Fee Waiver Policy for the Parks and Recreation Department to address the issue of requests by various groups or individuals to waive fees for facility rentals; and

WHEREAS, staff has found that it would be in the best interest of the City to amend the Facility Fee Waiver Policy by adding Paragraph 11 under the Facility Fee Waiver Criterion as follows:

11. Any organization or agency which shall receive a waiver of any Facility Fee must, in exchange, contribute not less than fifty percent (50%) of the net receipts collected by any event or program held at the City's facility to a non-profit organization that is located in, and/or solely serves the residents of, the City of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Facility Fee Waiver Policy for the City of East Ridge Parks and Recreation Department is hereby amended by adding Paragraph 11 under the Facility Fee Waiver Criterion as follows:

11. Any organization or agency which shall receive a waiver of any Facility Fee must, in exchange, contribute not less than fifty percent (50%) of the net receipts collected by any event or program held at the City's facility to a non-profit organization that is located in, and/or solely serves the residents of, the City of East Ridge.

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. 3594

AGENDA MEMORANDUM
REQUEST FOR PROPOSALS (RFP)
SOLID WASTE DISPOSAL SERVICES

September 12, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge entered into an agreement with Chattanooga Transfer LLC (now known as Capital Waste Services) on August 26, 2021, for the City to deliver all of its waste collected by city refuse trucks exclusively to the transfer station of Capital Waste Services for purposes of transfer and disposal of such city waste to the landfill. Pursuant to section 5, terms and renewal, the agreement commenced September 1, 2021, and was to expire on August 31, 2022. Thereafter, said agreement would automatically renew for another year term unless either party provided 30 days' notice to the expiration of the current term to terminate the agreement.

Attached hereto please find copies of two (2) emails addressed to the City Manager's office, as follows:

- Email dated May 24, 2024 to Chris Dorsey providing a 30 days' notice to the City that Capital Waste Services did not wish to extend the agreement for another year. Be advised that my office never received this email notification.
- Email dated September 9, 2024 to Scott Miller from Capital Waste Services bringing to my attention the email dated May 24, 2024.

I had a telephone conversation with Brent Barnes, General Manager, Capital Waste Services, on Monday afternoon September 9th and he let me know that their expenses of operation have substantially increased since the inception of the agreement and that they need to do something about the existing rate structure. A rate increase is mandatory on their part.

In light of the above I recommend to the City Council that the City bid out this service through the Request for Proposal (RFP) process immediately.

Attachments

JSM/

RESOLUTION NO. 3594

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ADVERTISE A
REQUEST FOR PROPOSALS (“RFP”) FOR SOLID WASTE
DISPOSAL SERVICES**

WHEREAS, the City of East Ridge entered into an agreement with Chattanooga Transfer LLC (now known as Capital Waste Services) on August 26, 2021 for the disposal of the City’s solid waste; and

WHEREAS, Capital Waste has informed the City Manager that a rate increase is necessary since their expenses of operation have substantially increased since the inception of the agreement; and

WHEREAS, the City Manager and staff believe it is in the best interest of the City to seek proposals for the disposal of the City’s solid waste and is requesting City Council approval to do ; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to advertise a RFP for disposal of the City’s solid waste.

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

Scott J. Miller

From: Brent Barnes <Brent.Barnes@capwasteservices.com>
Sent: Monday, September 9, 2024 3:24 PM
To: Scott J. Miller
Subject: FW: City of East Ridge - Solid Waste Disposal Agreement
Attachments: Chattanooga Transfer - City of East Ridge, TN - 2021 Contract .pdf

Good afternoon Mr. Miller, attached is the notification which was sent out on May 24th this year to Chris Dorsey. I'm not sure if you may be aware of this notice but I am wanting to follow up with you in regards to the pricing pertaining to the volume of waste currently being brought to our 1387 Wisdom Street location. There will be a substantial increase in our rate and was wanting to discuss.

Thank you,

Brent Barnes | General Manager



CAPITAL WASTE SERVICES

1387 Wisdom Street | Chattanooga, TN | 37406

O: 423-497-1333 | C: 423-421-1059

E: Brent.Barnes@capwasteservices.com

From: Aaron Elledge <Aaron.Elledge@capwasteservices.com>
Sent: Friday, May 24, 2024 1:31 PM
To: Chris Dorsey <cdorsey@eastridgetn.gov>
Cc: Brent Barnes <Brent.Barnes@capwasteservices.com>
Subject: City of East Ridge - Solid Waste Disposal Agreement

Dear Mr. Chris Dorsey,

Per the terms of our agreement (see attached), please let this serve as our thirty (30) days notice, with a formal letter to follow, that we do not wish to extend this contract for another year. We are willing to renegotiate the agreement but can no longer provide this service at the current rate. Thank you for your consideration and please contact myself or Brent Barns with any questions.

Respectfully,

Aaron Elledge
VP Business Development



CAPITAL WASTE SERVICES

D: 423-650-7471

E: aaron.elledge@capwasteservices.com

**SOLID WASTE DISPOSAL AGREEMENT BETWEEN THE CITY OF
EAST RIDGE, TENNESSEE
AND CHATTANOOGA TRANSFER LLC**

THIS AGREEMENT is made and entered into as of the 26th day of August 2021, by and between, Vendor/ Chattanooga Transfer LLC, of 1387 Wisdom Street, Chattanooga, TN 37406 (hereinafter sometimes referred to as "Contractor") and the CITY OF EAST RIDGE, TENNESSEE (CITY), whose address is 1617 Tombras Avenue, East Ridge, Tennessee 37412

In consideration of the mutual undertakings and agreements of the parties set forth herein and other good and valuable consideration the receipt of which of hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** When used herein the following terms when capitalized shall have the meanings set forth below.

"Change in Law" means any amendment to, or promulgation of, or change in the interpretation of enforcement of any federal, state or local statute, regulation, ordinance, levy, tax or surcharge after the Service Commencement Date.

"City Waste" shall mean Solid Waste Collection by the City or its contractors from within the City's municipal borders or wherever else the City or its contractors collect Solid Waste

"Force Majeure" shall mean riots, wars, strikes, civil disturbances, insurrections, acts of terrorism, epidemics, landslides, volcanic eruptions, earthquakes, lightning, floods, washouts, explosions, fires, inclement weather which impedes the safe operation of either party's equipment, changes in law, and any federal, state or local governments orders or decisions any of which are beyond the reasonable control of the applicable party (but specifically excluding financial incapability) and which necessarily and unavoidably prevents performance of this Agreement but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

"Hazardous Waste" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by any State having jurisdiction to be "hazardous" as that term is defined by or pursuant to federal or state law so as to prohibit said waste from being disposed of at public landfills of the same type and character as the Landfill.

"Service Commencement Date" shall mean September 1st 2021 or any other date mutually agreed to in writing by Vendor and the CITY.

"Solid Waste" shall mean any garbage and other types of waste material allowed to be accepted for disposal at public landfills, but excluding any Hazardous Waste, Special Waste, Yard Waste or Construction debris.

"Special Waste" shall mean any solid waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by the CITY and Vendor in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to mining wastes, fly ash, combustion ash, sludge, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from cleanup of a spill.

"Landfill" shall mean Chattanooga transfer to Rhea County Landfill and/or the landfill there currently utilized by Contractor.

"Transfer Station" shall mean the facility for the receipt and transfer of Solid Waste owned and operated by Chattanooga Transfer LLC (Vendor) in Hamilton County, Tennessee

"Transfer" shall mean the physical processes required by manpower and equipment to move Solid Waste from City collection vehicles to the operating floor of the Transfer Station, and ultimately to the trailers to be utilized for transport by Vendor or its contractor to the landfill.

"Ton" shall mean 2000 pounds.

"Yard Waste" shall mean all grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one's yard whether residential or commercial.

- 2. Operations** The City agrees that during the term of this Agreement It will deliver all City Waste exclusively to the Transfer Station for purposes of transfer and disposal of such City Waste to the Landfill for ultimate disposal. Vendor or its contractor will transfer and transport such City Waste in such manner as to comply with all laws relating to the hauling of Solid Waste to the ultimate disposal site. All activities of the City and vendor: Chattanooga Transfer LLC shall occur promptly and in any event within the time periods required for Solid Waste hauling and transport mandated by applicable laws and regulations. Until further notice from vendor to the City, disposal site will be the Landfill.

The weights of all City Waste that are delivered to the Transfer Station shall be accurately determined by the use of certified scales. Weights of all City Waste delivered to the Transfer Station shall be determined at the time the City Waste enters the Transfer Station by Vendor. Each party shall have the right to test such scales at such testing party's cost to verify the accuracy thereof. Weight tickets shall be provided to the truck operator upon weighing at scales.

The Transfer Station shall be open to accept City Waste during the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. on Saturday. The Transfer Station may be closed at the option of Vendor on the following holidays:

New Years	Thanksgiving	Memorial Day	Labor Day
Day Christmas	Christmas Eve	4 th of July	Good Friday

- 3. Transfer Station** Vendor shall make available the Transfer Station for acceptance of City Waste under this Agreement.

4. **Disposal Site** Vendor will also be responsible for furnishing both transportation of City Waste from the Transfer Station and the ultimate disposal of the City Waste at the Landfill. Vendor may change such disposal site at any time during this Agreement by written notice to the City.
5. **Term and Renewal** This Agreement shall commence on the Service Commencement Date: **September 1st 2021** and shall expire on: **August 31st 2022**. Thereafter, this Agreement shall automatically renew for an additional one year term unless either party has within thirty (30) days prior to the expiration of current term of the Agreement given written notice of its election to terminate this Agreement. However, in no event shall the entire length of this Agreement extend beyond (8) years, from the Service Commencement Date.
6. **Payment** As payment for the transfer, transport and disposal services provided hereunder, the City shall pay to Vendor, Chattanooga Transfer LLC at the rate of \$31.25 per ton of City Waste received at the Transfer Station during the first year term of this Agreement and increased thereafter as described in Section 7. Fractional tonnage shall be charged according to the percentage of the per ton rate.

Vendor shall invoice the City monthly for the amounts so determined. Invoices shall be mailed to City of East Ridge, 1617 Tombras Avenue, East Ridge, Tennessee 37412. The City shall have twenty (20) days from the date of invoice to pay such invoice.

7. **Adjustment of Prices** (a) After expiration of the initial one (1) year term, the prices set forth in Section 6 hereof shall be increased or decreased each year to reflect changes in the Consumer Price Index. The first rate change shall be effective on the anniversary date of the Service Commencement Date and subsequent adjustments shall be effective on the same date in each year thereafter. The "C.P.I." for purposes of this Section shall be Consumer Price Index for All Urban Consumers (1982-84=100), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics (the B.L.S.).

On the anniversary in each year of the Service Commencement Date, the then current prices for services under this Agreement shall be adjusted upward or downward by the percentage changes in the C.P.I. according to the following method: the said prices shall be multiplied by a fraction the numerator of which is the C.P.I. for the calendar month ending immediately prior to the month during which the adjustment is computed, and the denominator of which is the C.P.I. for the month ending twelve months prior. The figure so obtained shall be the prices for the period commencing on the said anniversary date. If the C.P.I. for the month ending immediately prior to the month during which the adjustment is computed is not available on the anniversary date, the parties shall compute such adjustment as soon as said C.P.I. is available and the City shall make retroactive payment for any additional amounts caused as a result of said adjustment. If the C.P.I. specified above is discontinued by the B.L.S., the parties shall agree upon a substitute index selected for the purpose of replicating as nearly as possible the C.P.I. described herein.

(b) The price for services under this Agreement shall also be increased by any increases in the cost of provision of the services by Vendor or its contractors under this Agreement which is due to a Change in Law, provided the City has an option to cancel due to any such change with not less than 30 days written notice to Vendor notice.

8. **Representations of Vendor** represents that it is a Limited Liability Company, duly formed and validly existing under the laws of the State of Tennessee and is duly qualified to do business in all States where applicable for purposes of this Agreement. Vendor further represents and warrants that the execution, delivery and performance of this Agreement by Vendor has been duly and validly authorized by all necessary corporate and any other required action and that this Agreement constitutes the legal, valid and binding obligations of Vendor enforceable in accordance with its terms except as to the enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally.

9. **Representation of the City** The City represents that it is a duly formed and validly existing municipality under the laws of the State of Tennessee, with all power and authority to enter into this Agreement and to undertake the activities required of it hereunder. The City further represents that its governing body had been duly elected or appointed and that the City is, and will continue to be throughout the term hereof, validly existing and in good standing under the laws of the State of Tennessee. The execution, delivery and performance of this Agreement by the City have been duly and validly authorized by the City, the persons signing this Agreement on behalf of the City have full power and authority to bind the City to this Agreement; and this Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms except as to the enforceability thereof may be limited to bankruptcy, insolvency, or similar laws affecting the rights of creditors generally.
10. **Special Representation Concerning City Waste** The City represents and warrants that all City Waste Delivered by it to the Transfer Station will consist only of Solid Waste as defined in this Agreement and will not include Hazardous Waste or Special Waste or Yard Waste. Any waste rejected by Vendor or its contractors at the Transfer Station by reason of failure of said waste to comply with the provisions of this Section shall be promptly removed by the City at the City's sole expense. Once any Waste has been received by Vendor, all title to such Waste shall pass to Vendor.
11. **Inspection of Records** The City has a right to inspect records relating to the servicing of this Agreement to satisfy an audit or other request from a Federal or State Governmental agency and/or by the City of East Ridge. The City also has the right to inspect the handling of their waste at the Transfer Station or the disposal of their waste at the designated landfill, with prior written notice. Such inspection shall occur during normal business hours and shall be made only by authorized employees or authorized agents of East Ridge, its contractors, or other qualified government entities.
12. **Inspection of Waste** Vendor or its contractors shall have the right to inspect any incoming loads of City Waste delivered to the Transfer Station for compliance hereunder and Vendor or its contractors reserve the right to reject any non-conforming waste found in such load as determined in Section 10 above and in the event of such will provide immediate verbal notice, followed by written Notice of same, and the reasons therefore to City.
13. **Independent Contractor** Vendor and its subcontractors, if any, shall perform all work under this Agreement as an independent contractor. Vendor and its contractors are not, and shall not be considered, an employee, agent or servant of the City for any purposes under this Agreement or otherwise, neither shall any of City's contractors, employees or agents be nor shall they be considered, employees, agents, subagent or servants of Vendor or its subcontractors for any purposes under this Agreement, or otherwise.
Nothing in this Agreement shall be construed as giving either party any duty to supervise or control any acts or omissions of the other party hereto or its officers, agents, employees, representatives or contractors.
14. **Insurance -- Vendor** During the term hereof, Vendor and each and every subcontractor utilized by Vendor shall maintain sufficient insurance to insure against all risks as is customarily maintained in similar businesses operating in the same vicinity. The coverages maintained by Vendor and each and every subcontractor utilized by Vendor under this Agreement shall meet the requirement of the City:

Type	Amount
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Comprehensive General Liability	\$2,000,000.00*
Auto Liability	\$2,000,000.00*

*Per occurrence, combined single limit for bodily injury and property damage liability.

All such policies shall name the City as an additional insured and all shall provide that same shall not be cancelled unless City shall be provided with written notice of any cancellation not less than ten (10) days prior to the effective date of cancellation. Vendor and each and every subcontractor utilized by Vendor shall not less frequently than annually, and more frequently upon request, furnish the City insurance certificates in form and substance satisfactory to the City, evidencing compliance by it with the terms of this Section.

15. **Default** In the event that either party contends that the other has breached a provision of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party, and demand a cure. In the event that the breach would result in immediate injury to the party making demand, the breaching party shall effect a cure within five (5) business days. In the event of notice of any other breach, the breaching party shall effect a cure within fifteen (15) business days.

In the event that the breaching party fails to effect a cure within the time period set forth above, the non-breaching party shall be entitled to terminate this contract and/or to pursue all other remedies available at law or in equity.

Nothing contained in this Section shall be construed to be a waiver of any remedy available to either party, at law or in equity.

16. **Force Majeure** In the event that either party is rendered unable, wholly or in part, by the occurrence of a Force Majeure to carry out any of its obligations under this Agreement, then that party's obligations, to the extent affected by such occurrence, shall be suspended during the continuance of such inability.

In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to modify its obligations, such party shall notify the other party in writing as soon as reasonably possible, setting forth the particular circumstances. Notices shall likewise be given after the effect of such occurrence has ceased.

In the event that because of Force Majeure, either party is unable to perform its obligations hereunder for a period in excess of thirty (30) days, the other party shall be entitled to terminate this Agreement.

17. **Amendments to the Agreement** All provisions of this Agreement shall be strictly complied with and conformed to by the parties and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided in such amendment.
18. **Waiver** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance unless evidenced in writing. Where the condition to be waived is a material part of this Agreement such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of an amendment to this Agreement as provided for in the preceding Section.

19. **Notice** Vendor shall direct all notices and correspondence under this Agreement for the City to:

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

City shall direct all notices and correspondence under this Agreement for to:

Chattanooga Transfer LLC
Attn: VP Business
Development
1387 Wisdom Street,
Chattanooga, TN 37408

Notices shall be deemed given upon 7 days from the date postmarked and shall be sent certified mail; return receipt requested, postage prepaid.

20. **Assignment** This Agreement may not be assigned, nor performed in whole or in part by any subcontractor in whole or in part, or any duties delegated except as contemplated hereby, by either party without the prior written consent of the other party, with the giving or withholding of such consent to be wholly and unconditionally within the complete discretion of the party being requested to consent.
21. **Binding Effect** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
22. **Entire Agreement** This Agreement embodies the entire agreement of the parties as to the subject matter hereof and supersedes any prior oral or written agreements, regarding such subject matter entered into by the parties.
23. **Severability** In the event any provision(s) of this Agreement is/are void, invalid, or unenforceable under any federal, state, regional or local laws, regulations or ordinances, the balance of this Agreement shall remain in full force and effect and binding on the parties hereto.
24. **Choice of Law** This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Tennessee. Any and all disputes arising under this Agreement shall be decided under Tennessee Law.

City OF EAST RIDGE

BY: Brian Wilburn 8/26/21
Mayor Date

Witness: Chadley 8-26-21
Title: City Manager Date

Vendor: Chattanooga Transfer LLC

BY: [Signature] 8-26-2021
VP Business Development Date

Witness: [Signature] 8-26-21
Title: Date

AGENDA MEMORANDUM

**Public Entity Partners
2024-2025 Judy Housley Safety Partners Matching Grant
September 12, 2024**

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Acceptance of 2024-2025 Judy Housley Safety Partners Matching Grant

The Economic & Community Development department is asking for the approval from the Mayor and Council to accept and approve the grant award in the amount \$875.00 from Public Entity Partners through the 2024-2025 Judy Housley Safety Partners Matching Grant Program.

The City of East Ridge will be required to spend at least \$1,750.00 to be eligible to receive the full reimbursement of \$875.00. The awarded contract allows personnel to purchase Hi-Vis Contrast Jackets for firefighters employed with East Ridge Fire Department.

Grant purchases must be submitted no later than April 1, 2025, for full reimbursement.

AGENDA MEMORANDUM
MULTI-PURPOSE PAVILION (TOWN CENTER)
AWARD OF BID

September 26, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge advertised in the Chattanooga Times Free Press on August 11, 2024, and the regional building/construction digest, that the City was soliciting sealed bids for the construction of a 12,000 square foot multi-purpose pavilion to be built on vacant lands owned by the City in the rear of City Hall and the Community Center.

Bids were opened on Tuesday, September 10, 2024 at 2:00 pm in the City Hall Training Room. As of the writing of this memorandum it is unknown how many bids were received from general contractors and the amount of their respective bids for this building project.

Once the bids are opened and read aloud the top two (2) lowest bids will be handed over to HK Architects for their review and vetting. A recommendation would be forthcoming from the architects. The consideration of award to the lowest and best bidder is scheduled to be placed before the City Council at their regular business meeting of September 26, 2024.

JSM/

AGENDA MEMORANDUM

APPROVAL OF BIDS
FOR TROPHY VENDORS

SEPTEMBER 12, 2024

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The City of East Ridge is accepting sealed bids from experienced trophy vendors to supply all trophies for our various Youth and Adult sports within the Recreation Department. Items specified will be purchased in lots for each sport. The contracted pricing with the awarded bidder will apply from September 2024-August 2025. All items and quantities specified are an estimate and are subject to change based upon sports enrollment and other factors. To be considered for this bid, interested parties must submit sealed bids on or before 2:30 pm, EDT, Wednesday, September 11, 2024.

SS

AGENDA MEMORANDUM

BEER BOARD APPOINTMENT

September 12, 2024

Submitted by:

A handwritten signature in blue ink that reads "Janet Middleton". The signature is written over a horizontal line.

Janet Middleton, City Recorder

The term for Eric Avans is scheduled to expire on November 26, 2026; however, Mr. Avans has taken a position with the City, making him ineligible to serve on the Beer Board. His resignation is effective September 5, 2024. This is Mayor Williams' appointment.

The new term will be from the date of appointment through November 26, 2026.