

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

**May 25, 2023
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda
 - A. Approval of Minutes May 11, 2023 Council Meeting
 - B. Approval of April 2023 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:

None
9. New Business:
 - A. **Bridgett Raper, Communications Strategist, Small Cities Coalition of Hamilton County** – Update on bills passed during the Legislative Session
 - B. **RESOLUTION NO. 3395** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (“TDOT”), FOR THE CITY OF EAST RIDGE TO PROVIDE MOWING SERVICES AT THE I-75, EXIT 1 INTERCHANGE, FOR FY 2023-2024, ON A REIMBURSEMENT BASIS
 - C. **RESOLUTION NO. 3396** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE PURCHASE OF A GENERATOR FOR THE COMPUTER SERVER ROOM FROM STOWERS/CAT THROUGH THE SOURCEWELL COOPERATIVE PURCHASING ALLIANCE
 - D. Discussion of Tentative Agenda Items for the **June 8, 2023** Council Meeting (see Attachment A)

E. FY 2023 – 2024 Budget Work Session

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
June 8, 2023**

3. B. Employee Milestone Awards for May 2023

8. **Old Business:**

None

9. **New Business:**

- A. **ORDINANCE NO. ____** - FY 2023 – 2024 Budget Ordinance (1st reading)
- B. **ORDINANCE NO. ____** - FY 2023 – 2024 Tax Rate Ordinance (1st reading)
- C. **ORDINANCE NO. ____** - Budget Amendment (1st reading)
- D. **RESOLUTION NO. ____** - Acceptance of the Tennessee American Water 2023 Environmental Grant
- E. **RESOLUTION NO. ____** - Approval of bids for McBrien resurfacing

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

**May 11, 2023
6:00 pm**

The East Ridge City Council met pursuant to notice on May 11, 2023, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

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: 8

Employee Milestone Awards for April 2023 – Mayor Williams announced the Milestone Award for April is for Ronald Kitchens with five years of service. He will receive a check, pin, and a certificate.

Presentation of “No Shave” Donation to Friends of East Ridge Animal Shelter – Chief Uselton presented a check to the Friends of the East Ridge Animal Shelter in the amount of \$575. He stated police officers who do not shave during April donate \$25 to a worth charity.

Special Proclamation – Mayor Williams presented a special proclamation to the East Ridge City Library on the occasion of their 50th Anniversary. Head Librarian Patty Weaver accepted the proclamation on behalf of the Library.

Approval of Minutes April 27, 2023 Council Meeting – Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens:

Mike Trotter, 3315 Gleason Circle, stated he lives behind Action Church. He stated the church wants to build a road from Gleason to the church parking lot and construct another parking lot next to his property and clear all the trees. He believes it will devalue his property and none of his neighbors are in favor of this. City Manager Miller suggested that Mr. Trotter get with Chief Building Official Howell to see what the setbacks are for this type of construction. Mayor Williams stated he is not aware of this plan, plus the pastor of the church told him they are thinking of moving the church to another location.

Samantha Rajatakse, 3221 Westonia Drive, stated many people lost their homes during the pandemic. She is looking at tiny home communities and asked if East Ridge could change their codes to allow these. Mayor Williams stated, if Council is willing, we could look at the possibility of tiny homes communities. He believes that citizens would not like them in

established neighborhoods because they may believe it would devalue their homes. Mayor Williams asked Ms. Rajatakse to send him the information she has regarding tiny homes.

Communication from Councilmembers:

Councilmember Cagle thanked Mr. Miller for handling an issue on Poindexter Avenue. He stated that bushes need to be trimmed on Beulah Avenue to keep them from scratching cars. On Frawley Road at the bird sanctuary fence, there is garbage and the grass is high. Mr. Cagle also thanked Director Skiles for taking care of the water fountain at the playground.

Vice Mayor Haynes wished all the moms a Happy Mother's Day, especially her mother, Louise Young.

Councilmember Witt had nothing at this time.

Councilmember Tyler attended the graduation dinner for the police citizen's academy. He stated it is a great outreach program, and he thanked the Police for all they do.

Mayor:

- May 6-7 – The Bacon festival was a great event held at Camp Jordan with food trucks, vendors, petting zoo, etc. Next year, the schedule will be reversed, with the Bacon Festival being held in the fall, and the Taco Festival being held in May.
- Tuesdays and Thursdays, 11:30 – 2:30 pm – Game Time at the Community Center.
- May 12, 6 pm – Scam Awareness Presentation by Assistant Police Chief Josh Creel at the Community Center.
- May 14, 1:00 – 3:00 pm – The Community Center will host a Mother's Day Tea. Admission is free, but reservations are required.
- May 11 – 21 – Thrillville Fair is opening today at 5 pm. Hours are Monday – Friday from 5 pm – 11 pm (approximate) and Saturday and Sunday 1 pm – 11 pm (approximate.)
- The Mayor wished everyone Happy Mother's Day.
- Clean up day

Communication from City Manager:

Public Works Week May 21–27th – Mr. Miller wished all of them, Building Maintenance, Sanitation, Street Department, and Traffic Control a Happy Public Works Week.

Ringgold Road Update – Work on the north side is progressing. Talley is working between Dover and Belvoir. Chattanooga Gas is working between Weldon and Cemetery. They should be completed with replacement line on May 16th. Heading to the east, the work on McBrien Road will take another 6 months. When Chattanooga Gas is completed with that section next week, Talley will move in and start installation of storm sewers and then sidewalks. WWTA will bring their camera truck in next Wednesday and Thursday to look at sewer lines at McBrien and then repair some of the sewer lines at McBrien going west. They will need to close the

outside lane between Ringgold Road and Weldon going westbound until the project is complete. Completion date is June 2024. Chattanooga Gas has expedited their work on this project, which must be done before Talley Construction can begin their work.

Chattanooga Dock Builders is working on the pier at Dickert Pond in Camp Jordan and hopefully will be finished around June 1st in time for the Optimist Fishing Rodeo on June 10th. There will be a ribbon cutting on that day.

The Mayor asked that since we have been working on Ringgold Road in two different directions, could the work be done in stages. Mr. Miller stated if we can, we will, but we probably could not, because we have the gas company, WWTa, and EPB working there now, and then Talley Construction after that. The Mayor asked everyone to be patient because the upgrades to the stormwater system are well worth the wait.

Old Business: None

New Business:

RESOLUTION NO. 3388 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY EAST RIDGE ELEMENTARY SCHOOL FOR THEIR FIFTH GRADE GRADUATION – City Attorney Litchford read on caption. Director Skiles stated that East Ridge Elementary School has requested use of the Arena from 12:30 to 3:30 PM and that the City waive the fee. Staff recommends approval. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3388. The vote was unanimous. Motion approved.

RESOLUTION NO. 3389 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF DICKERT POND AT CAMP JORDAN BY THE EAST RIDGE OPTIMIST CLUB FOR A FISHING RODEO – City Attorney Litchford read on caption. Director Skiles stated this event is free to the community. Staff recommends approval. Vice Mayor Haynes made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3389. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - yes; Councilmember Tyler - abstain; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

RESOLUTION NO. 3390 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ALLOW THE CITY MANAGER TO ADVERTISE FOR BIDS FOR SEALING THE PARKING LOTS AT CITY HALL AND THE COMMUNITY CENTER – City Attorney Litchford read on caption. City Manager Miller stated this was last done in 2017. The quote we received was over \$10,000 so it must be bid out. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3390. The vote was unanimous. Motion approved.

RESOLUTION NO. 3391 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ACCEPT A DONATION FROM THE EAST RIDGE CHAMBER COUNCIL FOR EAST RIDGE ANIMAL SERVICES – City Attorney Litchford read on caption. Chief Uselton stated the funds were donation by the East Ridge Chamber from funds they collected for hosting a business expo. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3391. The vote was unanimous. Motion approved.

RESOLUTION NO. 3392 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ENTER INTO AN AGREEMENT WITH ASA ENGINEERING AND CONSULTING, INC. FOR PROFESSIONAL ENGINEERING SERVICES AND, ON BEHALF OF THE CITY, TO FILE AN AQUATIC RESOURCE ALTERATION PERMIT (“ARAP”) WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DIVISION OF WATER RESOURCES (“TDEC-DWR”) REGARDING PROPERTY LOCATED AT 5302 STONE STREET – City Attorney Litchford read on caption. City Manager Miller stated there is a stream that runs through the property the City purchased for the Animal Shelter, which is a tributary of Spring Creek. We must have a setback on each side of the stream of 60 feet, but with approval of a variance from the Zoning Appeals Board it could be changed to 45 feet on one side and 75 feet on the other. By doing so we would need another variance to change the parking spaces from 16 down to 9.

The City would need to file an ARAP permit with TDEC. If approved, we would pipe the creek and fill in and would be able to use the site for a larger dog play area, plus we could expand the facility to the south. The cost for ASA Engineering to do the study and for the permits would be \$19,000. Cost of the work would be \$112,000. There is no guarantee that TDEC will approve the permit, but if they do, it will take 10 months. This will go before the Zoning Appeals Board on June 12th and before Council on June 22nd. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3392. Councilmember Cagle stated the City should have done a title search to find these issues before we bought the property. Mayor Williams stated that we purchased the property at a good price and by piping the stream, it will benefit the stream. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

RESOLUTION NO. 3393 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE FIVE (5) IN-CAR CAMERAS FROM MOTOROLA SOLUTIONS FOR THE POLICE DEPARTMENT – City Attorney Litchford read on caption. Chief Uselton stated we have nine new vehicles but only four in-car cameras in stock. The total to purchase four cameras from Motorola Solutions that are compatible with what the Police Department currently uses is \$51,125 from Motorola Solutions. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3393. The vote was unanimous. Motion approved.

RESOLUTION NO. 3394 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ACCEPT A DONATION IN THE AMOUNT OF \$3,000 FROM HAMILTON COUNTY COMMISSIONER MIKE CHAUNCEY’S DISCRETIONARY FUND TO BE USED FOR UPGRADES TO THE CAMP JORDAN NATURE TRAIL – City Attorney Litchford read on caption. Director Skiles stated that Hamilton County Commissioner Chauncey approached the City about this donation for upgrades to the nature trail. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3394. The vote was unanimous. Motion approved. Mayor Williams thanked Commissioner Chauncey for the donation.

Presentation of FY 2023 – 2024 Budget – City Manager Miller discussed the following highlights from the budget.

Revenues totaling \$26,091,960 include:

- Property tax revenue – \$7,069,000
- Other local taxes – \$4.5 million
- Licenses and permit – \$540,000
- Intergovernmental revenues – \$3.1 million (about \$825,000 is generated from Camp Jordan, Community Center, and Arena)
- Incremental State sales tax (Border Region) – \$9,304,000
- Miscellaneous Revenues – \$1.4 million

Expenditures totaling \$26,091,960 include:

- Personnel – \$11,404,000
 - Operations – \$4.1 million
 - Material and supplies – \$710,000
 - Capital outlay – \$580,000
 - Debt payments (Capital Outlay) – \$233,467, (Equipment for Fire/Police/Streets)
 - Transfers to Other Funds (Debt) – \$1,167,000
 - Transfers to other funds (Border Region Payments) – \$5,557,000
 - Transfers to Capital Improvement Fund – \$2,279,613
- Total Proposed All Funds Budget (less transfers out) - \$47,858,374

General Fund

Revenues

- Property Taxes – Mr. Miller stated as of August 2022, the preliminary assessed valuation provided by the Assessor of Property is \$529,571,102. Adding to this are new businesses that will fully come online in FY 23-24 plus 40 plus new homes. These will increase the total assessed value to \$542,053,412. However, the personal property assessment must be discounted by 30% because 2023 is a ratio year for Hamilton County, making the total \$536,230,812, an increase of approximately 1.26% from last fiscal year. Estimated revenue from property taxes is \$6,569,000.
- Other Revenues (less property taxes and Border Region sales taxes) – These are anticipated to increase by \$1,085,965 due to increases in the Business Tax; Alcoholic Beverage Tax; Building, Electrical, Plumbing, Mechanical Permits, State Mixed Drink Tax; and Recreation Program Fees and Facility Rentals.

The general fund unassigned balance for FY 2022 is \$8,958,263. The General Fund anticipates an overage for FY 2023 of \$2,541,540, which added to the previous year's total gives the City an unassigned fund balance of \$11,499,803. This is unaudited.

Expenditures

Proposed expenditures show an increase of \$2,713,823 or 11.6%. This is partially due to a bond issue, an ARPA of \$1.3 million, and an increase in the Border Region payouts.

Personnel Costs

- Personnel will increase by 7 new positions – 6 in Fire, 1 in Police, 1 in Recreation, and 1 in Court has been eliminated. The 6 in Fire are due to new businesses on the east end of the City. We currently only have 2 employees at Station 2.
- A 4% across the board salary increase is proposed. A \$3,000 increase is proposed for all sworn police officers to make their salary competitive with Hamilton County and other cities in the County. Salary adjustments are proposed for 8 full-time employees and 12 part-time employees for a total of \$28,000.
- Mr. Miller is proposing the implementation of the Bridge Plan for Firefighters and Police Officers.
- Increase in Education and Training primarily for Fire, Police and for certification of Animal Control Officers.

Operational Expenses – some major increases outlined but not discussed.

Capital Outlay – Total \$580,200

- Police – 7 cruisers and 1 canine vehicle \$431,000
- Street Department – 1 replacement truck \$40,000 - 1 replacement salt and sand spreader \$6,200 - guardrail replacement \$10,000.
- Traffic Control – 1 replacement truck \$40,000
- General Recreation – Mower (replacement bush hog) \$13,000 – 1 replacement truck \$40,000

Transfers to Other Funds – Mr. Miller discussed transfers from the General Fund to the Debt Service Fund to pay off various notes and bonds, and to the Economic Development/Border Region Fund for financial incentives to businesses. He also stated the balance of \$2,279,613 left over from the Border Region after incentive payments will be transferred to the Capital Improvement Fund.

Special Funds

- State Street Aid Fund – Mr. Miller projects we will have close to \$3 million in this fund in the 2023-2024 budget. He proposed \$1.7 million for street paving.
- Grant fund – Expected revenue should be \$210,000 with proposed grants including aquatic clean stream project, driver safety, police traffic services, and violent crime intervention.
- Drug Investigation Fund – These funds are received from Federal/State grants, seizures and award from the Court, drug fines, etc. Anticipated revenues total \$67,000.
- Economic Development Fund - The amount anticipated to be returned from the State is \$9,304,398. After transfers out, the total would be \$6,628,998.
- Solid Waste Management Fund – the fund projects total revenue of \$1,640,979 which is sufficient to meet operating costs. Assessment fees are \$180 per year, and Mr. Miller asked the Council to consider raising them by \$1.00 to \$1.50 per month in FY 2024 – 2025 to cover recycling expenses.

- Debt Service Fund – This is a special fund to account for bond issues and notes for various major projects. The hotel/motel tax and the transfers to the General Fund are enough to pay our debt service.
- Capital Improvement Program (CIP) Fund – The projected revenue is \$13,279,613. Appropriations include upgrades to various City buildings, Ringgold Road multi-modal project, resurfacing of City owned parking lots, construction of Animal Shelter, and an undesignated allocation for CIP projects identified throughout the fiscal year.
- American Rescue Plan Fund – This fund is used to account for and report proceeds of the Federal grant allocations to the City. The first round was approximately \$3.1 million and the second round was also \$3.1 million. These funds must be spent by the end of the 2026 calendar year. It will be used for drainage improvement for the multi-modal project and the N. Mack Smith Road widening project.

Mr. Miller concluded his presentation by saying the budget is a financial plan that can be amended during the year. Mayor Williams was pleased that no tax increase was proposed. He asked if Councilmembers wanted to address any questions individually with Mr. Miller or would like to have a workshop. Councilmember Cagle stated he would like to have a workshop. Mayor Williams asked councilmembers to get with Mr. Miller to let him know if they want to have a workshop, so a date can be scheduled.

Discussion of Tentative Agenda Items for the May 25, 2023 Council Meeting

- Old Business: None
- New Business: None

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
Apr-23

Unaudited Spent YTD 83.33%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %

110 General Fund

REVENUE

31100	Property Taxes	6,250,000	6,072,787	6,103,642	97.66%	83.33%
31200	Property Taxes (Delinquent)	475,000	436,956	549,905	115.77%	83.33%
31610	Local Sales Tax - Co. Trustee	3,100,000	2,908,786	3,255,441	105.01%	83.33%
31611	Incremental State Sales Tax	4,982,000	4,871,958	6,237,367	120.28%	83.33%
31710	Wholesale Beer Tax	402,199	342,199	362,381	90.10%	83.33%
31800	State Net Allocation	250,000	91,180	117,845	47.14%	83.33%
31810	Minimum Business Licenses	5,000	5,828	9,217	184.34%	83.33%
31824	Solicitors' Permit	100	0	0	0.00%	83.33%
31827	5% State Commission	22,000	4,951	4,612	20.96%	83.33%
31912	* Cable TV Franchise Tax	260,000	145,354	112,756	43.37%	83.33%
31961	Liens Collected by Trustee	15,000	6,878	39,527	263.51%	83.33%
32120	Wrecker Licenses	350	350	350	100.00%	83.33%
32200	Alcoholic Beverage Tax	10,000	214	189,023	1890.23%	83.33%
32210	Beer Licenses & Etc.	7,000	6,777	7,964	113.78%	83.33%
32220	Liquor Licenses	6,000	5,100	3,450	57.50%	83.33%
32225	Fireworks Fees/Permits	3,000	3,000	1,000	33.33%	83.33%
32226	Annual Fireworks Permit Fee	300	300	100	33.33%	83.33%
32610	Building Permits	150,000	153,241	168,766	112.51%	83.33%
32615	Fire Preventions/Permits	2,000	1,250	1,795	89.75%	83.33%
32620	Electrical Permits	30,000	22,869	24,777	82.59%	83.33%
32630	Plumbing Permits	12,000	11,319	17,245	143.71%	83.33%
32640	Natural Gas Permits	2,000	1,472	1,359	67.95%	83.33%
32650	Excavating Permits (St. Opening	2,500	3,910	4,630	185.20%	83.33%
32660	Zoning Permits	2,000	2,000	4,125	206.25%	83.33%
32671	Regular Sign Permits	5,000	3,165	3,460	69.20%	83.33%
32672	Temporary Sign Permits	300	300	75	25.00%	83.33%
32690	Plan Review Fees	100	0	0	0.00%	83.33%
32691	Tree Trimming Permits	100	90	0	0.00%	83.33%
32905	Other Code Enforcement Fees	20,000	22,006	46,528	232.64%	83.33%
32960	Yard Sale Permits	200	50	0	0.00%	83.33%
32990	Mechanical Permits	12,000	11,243	22,726	189.38%	83.33%
33140	ARPA Funds - Federal	3,142,492	3,142,492	3,142,492	100.00%	83.33%
33190	FEMA/TEMA FY 2021	0	55,741	18,280	0.00%	83.33%
33191	Direct Appropriation State of TN	5,000,000	0	5,000,000	100.00%	83.33%
33410	State Law Enforcement Education	37,600	0	31,200	82.98%	83.33%
33430	State Fire Service Educational Grant	20,000	19,200	20,000	100.00%	83.33%
33490	TN Cares Act (Governor's Grant)	0	246,749	0	0.00%	83.33%
33510	State Sales Tax	2,460,537	1,823,555	1,942,907	78.96%	83.33%
33511	Interstate Telecom. Sales Tax	5,000	3,019	2,894	57.88%	83.33%
33512	Sportsbetting	33,250	14,362	25,375	76.32%	83.33%
33513	Occupancy Tax	2,000	1,809	1,152	57.60%	83.33%
33515	State Sales Tax/Telecommunications	500	432	793	158.57%	83.33%
33520	State Income Tax	0	0	0	0.00%	83.33%
33530	** State Beer Tax	10,415	10,126	10,122	97.18%	83.33%
33540	State Mixed Drink Tax	75,000	66,318	76,153	101.54%	83.33%
33552	State-City Streets And Transportation	40,565	30,647	27,073	66.74%	83.33%
33560	Seized/Awarded by State	0	0	0	0.00%	83.33%
33591	* TVA - Gross Receipts Tax	231,985	172,615	203,274	87.62%	83.33%
33593	Corporate Excise Tax	6,000	6,435	6,139	102.32%	83.33%
34121	Clerks' Fees - Business Tax	1,500	1,310	2,240	149.33%	83.33%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
34211	Accident Report Charges	1,000	1,113	2,355	235.50%	83.33%
34212	Driver Licenses Reinstatement Fee	2,000	2,640	1,765	88.25%	83.33%
34221	Ridgeside Fire Service Contract	112,119	89,840	83,731	74.68%	83.33%
34231	Police Services	0	9,311	0	0.00%	83.33%
34314	Mowing	9,800	0	0	0.00%	83.33%
34500	Donations - New Animal Shelter	2,500	6,480	8,396	335.84%	83.33%
34510	Donations - Dog Park	0	0	0	0.00%	83.33%
34515	Rabies & Spay/Neuter Cert.	500	30	0	0.00%	83.33%
34516	Registration	1,000	200	175	17.50%	83.33%
34517	Adoption	3,000	2,431	185	6.17%	83.33%
34518	Board & Impound Fees	1,000	480	95	9.50%	83.33%
34520	A/S Donations-Designated	2,500	2,590	500	20.00%	83.33%
34641	Indoor Soccer Income	135,000	134,899	139,944	103.66%	83.33%
34642	Community Center Income	18,000	20,640	32,773	182.07%	83.33%
34643	Outdoor Soccer Fees	60,000	61,540	67,590	112.65%	83.33%
34644	Baseball Fees	25,000	33,455	33,588	134.35%	83.33%
34645	Softball Fees	19,500	17,899	27,208	139.53%	83.33%
34646	Gate	12,000	5,880	30,342	252.85%	83.33%
34647	McBrien Indoor Facility	0	200	1,169	0.00%	83.33%
34648	Adult League - Softball	35,000	34,466	28,150	80.43%	83.33%
34649	Concerts/Events - Camp Jordan	10,000	27,649	6,638	66.38%	83.33%
34651	Multi-Purpose Building (Arena)	115,000	101,900	133,130	115.77%	83.33%
34652	Pavilion Rental	15,000	13,863	9,755	65.03%	83.33%
34653	Track Rental	3,500	1,050	288	8.21%	83.33%
34654	Field Rental	85,000	47,508	57,522	67.67%	83.33%
34655	Amphitheater	5,000	2,350	10,500	210.00%	83.33%
34656	Concessions	40,000	29,348	31,418	78.55%	83.33%
34657	Overnight - Rv Rental	18,000	16,750	17,500	97.22%	83.33%
34658	Tournament Team Fees	1,500	0	1,967	131.13%	83.33%
34712	Sponsorship/Parks & Rec	5,000	4,000	4,700	94.00%	83.33%
34720	Football Gate	5,000	4,733	0	0.00%	83.33%
34751	Basketball Gate	15,000	13,824	16,851	112.34%	83.33%
34741	Adult Basketball Fees	0	8,846	0	0.00%	83.33%
34742	Basketball Player Fees	13,000	14,023	15,730	121.00%	83.33%
34743	Football Player Fees	6,610	6,067	10,090	152.65%	83.33%
34744	Photography	1,200	1,308	1,135	94.60%	83.33%
34745	Vending/Concessions	5,000	7,230	5,113	102.25%	83.33%
34746	Cheerleading	2,675	2,772	1,608	60.09%	83.33%
34747	Rent-Arena Equipment	37,000	25,247	6,121	16.54%	83.33%
34749	Soccer Field Rentals	75,000	30,353	47,120	62.83%	83.33%
34760	Library Charges	1,200	498	855	71.23%	83.33%
34761	Library - Copies	1,500	582	450	30.01%	83.33%
34794	Community Center M. Fee	1,000	325	565	56.50%	83.33%
35100	Municipal Court Fines & Costs	400,000	362,169	309,748	77.44%	83.33%
35120	Public Defender Fees	500	925	25	5.00%	83.33%
35150	Diversion Filing	300	0	0	0.00%	83.33%
36100	Interest Earnings	3,000	1,365	7,752	258.41%	83.33%
36211	Rent - Cell Tower	10,792	10,771	10,771	99.80%	83.33%
36310	Sale of Land	250,000	0	250,000	100.00%	83.33%
36330	Sale Of Equipment	25,000	44,795	16,046	64.18%	83.33%
36350	Insurance Recoveries	75,000	217,266	55,165	73.55%	83.33%
36724	Settlements (Lawsuits)	0	0	0	0.00%	83.33%
36901	Pipes/Culverts	4,000	3,865	3,203	80.08%	83.33%
36902	Repayment - Damages- Traffic Device	0	100	0	0.00%	83.33%
36903	Christmas Parade	400	310	645	161.25%	83.33%
36905	Designated Police-Sale of Vehicles	0	24,789	22,453	0.00%	83.33%
36906	Designated Fire-Sale of Vehicles	0	0	14,931	0.00%	83.33%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
36932	Proceeds - Loan/Lease Purchase	0	696,079	0	0.00%	83.33%
36990	Miscellaneous Revenues	20,000	20,845	26,125	130.62%	83.33%
36992	Hamilton County	0	15,208	0	0.00%	83.33%
37200	AHO - Fines/Court Costs	3,000	1,725	300	10.00%	83.33%
	Use of Fund Balance	0	0	0	0.00%	83.33%
	Total Revenues	28,787,089	22,914,870	29,354,343	101.25%	83.33%
EXPENDITURES						
41000	General Government	1,137,661	1,162,706	1,038,390	82.04%	83.33%
41100	Administrative	1,159,036	3,933,219	903,853	77.98%	83.33%
41111	City Council	124,099	98,656	83,217	67.06%	83.33%
41210	Municipal Court	426,536	312,399	309,337	72.52%	83.33%
41520	City Attorney	122,075	84,975	125,564	102.86%	83.33%
41800	Buildings & Grounds Maintenance	337,552	211,863	257,704	76.34%	83.33%
41900	City Hall Complex	43,103	35,632	46,838	78.51%	83.33%
42100	Police	2,333,227	1,867,106	1,891,181	78.51%	83.33%
42121	Criminal Investigation	797,124	582,221	549,493	68.93%	83.33%
42123	Patrol	2,488,872	2,126,800	2,149,081	86.35%	83.33%
42125	Traffic Division	321,204	159,792	137,843	42.91%	83.33%
42200	Fire Department	2,822,096	3,106,403	2,706,883	95.92%	83.33%
42400	Building/Planning/Zoning	669,033	450,303	458,571	68.54%	83.33%
43110	Highway And Street	526,543	324,542	382,635	72.67%	83.33%
43120	Traffic Control & Street Markers	340,053	236,462	273,561	80.45%	83.33%
43150	Grants	0	0	0	0.00%	83.33%
43170	Transfer Station/Brush Pit/Fleet	9,300	7,285	9,450	101.61%	83.33%
44140	Animal Control	352,642	226,624	275,237	78.05%	83.33%
44410	Parks and Recreation	898,298	669,000	698,434	77.75%	83.33%
44420	Multi-Purpose Recreation Bldg	241,853	195,481	210,228	86.92%	83.33%
44430	Community Center	237,504	140,746	159,003	66.95%	83.33%
44450	McBrien Complex	11,000	8,278	937	8.52%	83.33%
44610	Soccer - Recreation	52,900	31,949	41,225	77.93%	83.33%
44620	Soccer - Indoor	64,750	62,592	84,336	130.25%	83.33%
44630	Baseball/Softball	59,400	25,771	52,740	88.79%	83.33%
44640	Football/Cheer	10,450	11,035	7,887	75.47%	83.33%
44650	Adult Softball	34,200	22,126	25,875	75.66%	83.33%
44700	Basketball	14,750	16,562	17,736	120.24%	83.33%
44710	Adult Basketball	0	9,713	0	0.00%	83.33%
44800	Libraries	281,016	194,759	204,351	72.72%	83.33%
44810	History Museum	400	231	844	210.98%	83.33%
46500	Community Development Programs	5,000	6,030	9,810	196.20%	83.33%
43530	Transfer to ARPA Fund	3,142,192	0	0	0.00%	83.33%
47200	Economic Development	8,850,915	2,589,328	7,398,801	83.59%	83.33%
49100	Debt Service	497,305	0	0	0.00%	83.33%
49400	Capital Projects - Transfer Out	375,000	0	375,000	100.00%	83.33%
	Total Expenditures	28,787,089	18,910,590	20,886,042	72.04%	83.33%
Total	## General Fund	0	4,004,281	8,468,301		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State Grant - TIP Funds	448,996	0	3,107	0.69%	83.33%
33460	State Grant - HIP Funds	279,766	0	8,276	2.96%	83.33%
33550	2017 Gas Tax Improve	175,000	164,950	148,741	84.99%	83.33%
33551	State Gasoline And Motor Fuel Tax	570,000	403,319	430,135	75.46%	83.33%
36100	Interest Earnings	100	115	149	149.43%	83.33%
36330	Sale of Equipment	0	1,440	0	0.00%	83.33%
	Use of Fund Balance	0	0	0	0.00%	83.33%
	Total Revenues and Other Sources	1,887,040	569,824	590,409	40.06%	83.33%
EXPENDITURES						
43190	State Street Aid	1,887,040	312,825	279,076	16.15%	83.33%
	Total Expenditures	1,887,040	312,825	279,076	16.15%	83.33%
Total	## State Street Aid Fund	0	256,999	311,332		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33109	CSX Transportation Grant - 2022	25,000	0	25,000	100.00%	83.33%
33114	TML Driver Safety Grant	4,000	0	4,000	100.00%	83.33%
33425	Aquatic Stream Clean Grant	1,000	0	443	44.32%	83.33%
33493	TML Safety Grant	3,000	0	3,000	100.00%	83.33%
36100	Interest Earnings	0	16	15	0.00%	83.33%
36420	Police Traffic Safety Grant	13,500	8,818	4,548	33.69%	83.33%
36421	TN AM Grants	0	1,000	1,000	0.00%	83.33%
36422	Target Grant	1,000	0	0	0.00%	83.33%
36423	Maddie's Fund	0	0	0	0.00%	83.33%
36424	Governor's Grant	0	0	0	0.00%	83.33%
36425	DOJ Covid 19 Grant	0	0	0	0.00%	83.33%
36426	TN Cares Grant - Library	0	0	0	0.00%	83.33%
36427	Covid-19 Homeland Security	0	0	0	0.00%	83.33%
36711	Safety Conservation Grant	4,000	3,894	4,750	118.75%	83.33%
36920	THS089-Police	0	2,522	1,120	0.00%	83.33%
36921	Homeland Security - Police	0	0	0	0.00%	83.33%
36922	Homeland Security - Fire	0	15,000	0	0.00%	83.33%
36925	BYRNE Grants - DOJ	0	0	0	0.00%	83.33%
36962	Operating Transfers-Capital Projects	17,000	0	0	0.00%	83.33%
	Use of Fund Balance	0	337,311	17,955	0.00%	83.33%
	Total Revenues and Other Sources	68,500	368,561	61,831	64.05%	83.33%
EXPENDITURES						
41000	General Government	0	0	0	0.00%	83.33%
43150	Grants	68,500	368,561	61,831	90.26%	83.33%
	Total Expenditures	68,200	368,561	61,831	90.26%	83.33%
Total	## Grant Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	10,988	0	0.00%	83.33%
33560	Seized/Awarded by State	35,000	38,374	99,222	283.49%	83.33%
35200	Drug Fines	20,000	20,676	38,767	193.84%	83.33%
35400	Sale of Confiscated Property	0	500	519	0.00%	83.33%
	Use of Fund Balance	0	45,455	0	0.00%	83.33%
	Total Revenues and Other Sources	65,000	115,993	138,508	213.09%	83.33%
EXPENDITURES						
42129	Drug Investigation and Control	65,000	115,993	18,273	28.11%	83.33%
	Total Expenditures	65,000	115,993	18,273	28.11%	83.33%
Total	## Drug Investigation Fund	0	0	120,236		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Revenue	4,389,999	2,523,468	3,669,829	83.60%	83.33%
	Interest Earnings	0	18	7	0.00%	83.33%
	Transfer In	0	0	0	0.00%	83.33%
	Use of Fund Balance	0	174,256	155,000	0.00%	83.33%
	Total Revenues and Other Sources	4,389,999	2,697,742	3,824,836	83.60%	83.33%
EXPENDITURES						
	Economic Development	3,794,826	2,697,742	3,824,836	100.79%	83.33%
	Debt Payment	595,173	0	0	0.00%	83.33%
	Total Expenditures	4,389,999	2,697,742	3,824,836	87.13%	83.33%
Total ##	Economic Development Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	0	157,520	0	0.00%	83.33%
34416	Special Assessment - Garbage	1,522,618	1,452,267	1,457,492	95.72%	83.33%
34418	Extra Cans	1,500	1,480	1,605	107.00%	83.33%
34420	Dumpster Rentals	6,000	3,438	4,166	69.43%	83.33%
34421	Recycling Rev	0	0	0	0.00%	83.33%
34422	Recycling - Transfer Station	1,600	4,132	4,620	288.75%	83.33%
34426	Sale Of Mulch	3,000	196	86	2.87%	83.33%
34430	Refuse Collection And Disposal	5,000	2,256	862	17.23%	83.33%
36330	Sale of Equipment	5,000	0	0	0.00%	83.33%
36350	Insurance Recoveries	0	0	0	0.00%	83.33%
	Use of Fund Balance	448,533	0	327,418	0.00%	83.33%
	Total Revenues and Other Sources	1,993,251	1,621,288	1,796,249	95.09%	83.33%
EXPENDITURES						
43200	Solid Waste	1,993,251	1,501,805	1,796,249	90.12%	83.33%
	Total Expenditures	1,993,251	1,501,805	1,796,249	90.12%	83.33%
Total	## Solid Waste Fund	0	119,483	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	600,000	510,845	520,538	86.76%	83.33%
36100	Interest Earnings	500	1,078	42,407	8481.39%	83.33%
37940	Transfer In	771,475	0	0	0.00%	83.33%
	Use of Fund Balance	0	8,322	95,319	0.00%	83.33%
	Total Revenues and Other Sources	1,371,975	520,245	658,264	32.40%	83.33%
EXPENDITURES						
49111	Camp Jordan - Phase Two - 2020	144,872	115,357	144,872	100.00%	83.33%
49114	Refunding Bond Issue - 2021	835,963	99,352	97,981	11.72%	83.33%
49300	Series 2022 Bond Issue	0	0	18,915	0.00%	83.33%
49310	2015 - Exit One/Capital Projects	313,330	207,325	210,750	67.26%	83.33%
49320	2017 - Exit One - I75	0	0	0	0.00%	83.33%
49410	Public Safety - Capital Outlay Note	66,910	67,249	48,955	73.17%	83.33%
49411	Public Safety - Capital Outlay Note	35,924	962	481	1.34%	83.33%
49412	Public Safety - Capital Outlay Note	30,000	30,000	30,000	100.00%	83.33%
49413	Capital Outlay - Public Safety	106,150	0	106,309	100.15%	83.33%
	Total Expenditures	1,533,149	520,245	658,264	64.80%	83.33%
Total ## TML Loan Fund		-81,169	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	0	44,824	0	0.00%	83.33%
33120	TDOT 2015 Multi Modal Grant	2,000,000	0	0	0.00%	83.33%
33123	Dog Dash Grant	0	0	0	0.00%	83.33%
34510	Dog Park Donations	0	5,450	0	0.00%	83.33%
36421	TN American Water Grant	250,000	0	250,000	100.00%	83.33%
36915	Bond Proceeds	10,000,000	664,713	2,645,221	26.45%	83.33%
37940	Operating Transfers - Other Funds	375,000	451,968	1,361,442	363.05%	83.33%
	Use of Fund Balance	388,341	1,074,592	0	0.00%	83.33%
	Total Revenues and Other Sources	13,013,341	2,241,546	4,256,662	33.72%	83.33%
EXPENDITURES						
41100	Administrative	60,000	67	0	0.00%	83.33%
41800	Bldg & Grounds/Maintenance	338,341	93,901	36,415	10.76%	83.33%
43110	Highway And Street	5,000,000	21,731	3,494,455	65.10%	83.33%
43121	North Mack Smith Road	6,500,000	371,527	437,975	6.74%	83.33%
43122	Resurfacing Projects	0	230,370	16,655	0.00%	83.33%
43123	Park Ridge Access Road	0	0	3,094	0.00%	83.33%
44410	Parks & Recreation	75,000	600,274	63,711	84.95%	83.33%
44421	Splash Pad/Playground	0	915,899	0	0.00%	83.33%
44423	Dog Park - Town Center	0	7,777	0	0.00%	83.33%
44424	Animal Shelter Building	740,000	0	14,000	1.89%	83.33%
44425	Dickert Pond Boardwalk & Pier	250,000	0	68,225	27.29%	83.33%
47200	Economic Development	50,000	0	39,906	79.81%	83.33%
	Total Expenditures	13,013,341	2,241,546	4,174,436	31.20%	83.33%
Total	## Capital Projects Fund	0	0	82,226		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
410 ARPA FUND						
REVENUE						
37940	Transfer In	3,142,492		0	0.00%	83.33%
	Use of Fund Balance	0	0	1,207,289	0.00%	83.33%
	Total Revenues and Other Sources	0	0	1,207,289	0.00%	83.33%
EXPENDITURES						
43110	Highway And Street	0	3	0	0.00%	83.33%
46490	Stormwater Projects - Ringgold Road	3,142,492	6	1,207,289	38.42%	83.33%
	Total Expenditures	3,142,492	9	1,207,289	38.42%	83.33%
Total	## Capital Projects Fund	0	-9	0		

AGENDA MEMORANDUM
PRESENTATION BY BRIDGETT RAPER
LEGISLATIVE BILLS – 2023

May 25, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Bridgett Raper, Communications Strategist, Small Cities Coalition of Hamilton County, will provide an update on the legislative bills passed during the 2023 Legislative Session.

Attachment

JSM/

ANNEXATION

*SB0851-Watson / HB0938-Alexander... allows owners of real property used primarily for agricultural purposes who reside in a territory previously annexed by ordinance upon the initiative of the municipality to petition the municipality to deannex such property, if some portion of the real property lies within one mile of the existing municipal boundaries. SIGNED BY GOVERNOR

***SB0075-Watson / HB0028-Lamberth**... As introduced, deletes requirement that municipalities adopt a comprehensive growth plan and have an approved urban growth boundary prior to annexing unincorporated territory. *As introduced, seeks to eliminate Public Chapter 1101, and all related aspects including county growth plans, urban growth boundaries, planned growth, set aside rural areas, and related matters. Preserve annexation by referendum or consent from property owner.* TML ACTION DEFERRED TO FIRST CALENDAR OF 2024

CODES

SB0707-Stevens / HB1010-Grills... lowers the population threshold, from 25,000 to 20,000, below which two or more cities may agree to jointly engage one building inspector. ACTION DEFERRED TO FIRST CALENDAR OF 2024.

*SB0723-Yarbro / HB0296... As enacted, authorizes certain persons entering into employment as a municipal or county building, plumbing, mechanical, or electrical inspector with an exempt jurisdiction to perform certain services. SIGNED BY GOVERNOR

-PUBLIC CHAPTER 312 - SB1377-Southerland / HB0799-Zachery - requires that the 2018 International Energy Conservation Code published by the International Code Council be used for the minimum energy conservation standards for new residential construction. *Amendment 5018: Removes the authorization for a local government to adopt energy conservation standards that are stricter than the state code. Exempts a local government from certain minimum statewide building construction safety standards for one-family and two-family construction upon certification in writing to the state fire marshal that it has adopted the International Energy Conservation Code & is not more stringent than the minimum standard adopted by the state.*
Effective Date 7/01/2023

FIRE PREVENTION & INVESTIGATION

*SB0907-Nicely / HB0814-Davis.... requires the state fire marshal to create a state fire permit that mobile food units may obtain annually to demonstrate fire safety and electrical code compliance to local governments; requires a local government to recognize the state fire permit in its jurisdiction; prohibits the local government from requiring a local fire permit if the mobile food unit holds a state fire permit. SIGNED BY GOVERNOR

FIREARMS AND AMMUNITION

*SB1037-Stevens / HB0746-Barrett... removes the authorization for an individual, corporation, business entity, or local, state, or federal government entity to prohibit the possession of weapons by a person who is at a meeting conducted by or on property owned, operated, or managed or under the control of the individual, corporation, business entity, or government entity; removes the criminal offense of possession of a weapon in a building or on property that is properly posted. ACTION DEFERRED TO FIRST CALENDAR OF 2024.

FIREFIGHTERS

*SB0856-Bailey / HB0976-Garrett... enacts the "James 'Dustin' Samples Act." Creates the legal presumption that an injury was incurred in the line of duty if a firefighter is diagnosed with post-traumatic stress disorder by a mental health professional as a result of responding to one or more incidents. SIGNED BY GOVERNOR

HOLIDAYS & DAYS OF SPECIAL OBSERVANCE

- **PUBLIC CHAPTER 337** - SB0269-Johnson / HB0317-Lamberth - changes the designation of June 19, known as "Juneteenth," from a day of special observance to a legal holiday. **Effective Date 5/05/2023**

MUNICIPAL GOVERNMENT

- **PUBLIC CHAPTER 314** - SB0779-Stevens / HB0903-Hurt - authorizes a municipality to add the cost of remedying a condition on real property that endangers the health, safety, and welfare of other citizens to the property tax notice of the owner of the real property, if the owner fails or refuses to remedy the condition in a specified time period. **Effective Date 4/28/2023**

***SB0591-Pody / HB0764-Davis...** As introduced, abolishes community oversight boards and authorizes municipalities to create police advisory and review committees to ensure the timely, fair, and objective review of citizen complaints and to make recommendations concerning such complaints. SIGNED BY GOVERNOR

OPEN MEETINGS

- **PUBLIC CHAPTER 213** - SB0027-Gardenhire / HB0023-Moon - Meeting agendas and documents to be made available to public 48 hours prior - Open Meetings - As introduced, requires governing bodies to make agendas of meetings and supplemental meeting documents available to the public at least 48 hours prior to the meeting. *This bill provides that a governing body can comply with the public accessibility requirements described in (1)-(3) by publishing the agenda and supplemental documents on its website.* **Effective Date 4/25/2023**

POLITICAL PARTIES

***SB0978-Pody / HB0828-Rudd...** requires the officer of elections at each polling place to post a sign on election day informing voters that it is a Class C misdemeanor to vote in a political party's primary without being a bona fide member of or affiliated with that political party, or to declare allegiance to that party without the intent to affiliate with that party. SIGNED BY GOVERNOR

PUBLIC BUILDINGS

***SB0969-Powers / HB1207-Carringer...** increases from 120 to 180 days the period within which a public building must come into full compliance if the public building was constructed, enlarged, or substantially altered or repaired after July 1, 2012, and is discovered to have deviated from the standards and specifications of the Tennessee Public Buildings Accessibility Act. *TML - Prohibits a local government from limiting the use of construction material that is approved by a national building code or the state fire marshal. This legislation was pursued by the Tennessee Home Builders.* Deferred to Summer Study

PUBLIC EMPLOYEES

***SB0606-Jackson / HB0706-Doggett...** extends the authorization for a retired law enforcement officer to be reemployed without loss or suspension of retirement benefits to July 1, 2026; reduces the time that a law enforcement officer must be retired to be reemployed without loss or suspension of retirement benefits from nine months to two months. *Prohibits a retiree who has been reemployed in a position covered by the Tennessee consolidated retirement system to switch from one reemployment position to another or simultaneously be reemployed under more than one reemployment provision. Allows a retired member under the Tennessee consolidated retirement system or a local retirement fund to be reemployed as a law enforcement officer without the loss or suspension of benefits provided that the member has successfully completed annual training, has not been reemployed until the expiration of at least 60 days from the retirement date, has the retirement benefits reduced to 70% of the allowance, does not exceed one year of reemployment, the new employer pays the Tennessee consolidated retirement system a payment equal to the*

amount the employer would have contributed had the retired member remained retired or an amount equal to 5% of the member's pay rate, the retired member is not eligible to accrue additional retirement benefits, the new employer must notify the retirement system of the member's reemployment and certify in writing that no other qualified persons are available, and the member is not drawing disability retirement benefits. As introduced, extends the authorization for a retired law enforcement officer to be reemployed without loss or suspension of retirement benefits to July 1, 2026; reduces the time that a law enforcement officer must be retired to be reemployed without loss or suspension of retirement benefits from 9 months to 2 months.

SIGNED BY GOVERNOR

PURCHASING AND PROCUREMENT

- PUBLIC CHAPTER 54 - SB0423-Johnson / HB0336-G. Bulso - As introduced, increases the threshold, from \$10,000 to \$25,000, above which sealed bids are required by a city chartered under the city manager-commission general law charter; increases the threshold, from \$10,000 to \$25,000, below which the board of commissioners in such city may delegate the approval of contracts to the city manager.

Effective Date 3/21/2023

SEXUAL OFFENSES

- PUBLIC CHAPTER 212 - SB0022-Massey / HB0415-Davis - Creation of adult sexual assault response teams - Requires each local law enforcement agency to assemble, by January 1, 2024, an adult sexual assault response team to assist in responding to incidents of sexual assault with adult victims that occur within the agency's jurisdiction; requires each team to include members with expertise in a variety of disciplines relevant to sexual assault response. Effective Date 4/25/2023

STATE GOVERNMENT

- PUBLIC CHAPTER 300 - SB0551-Lowe / HB0448-Davis - requires governmental entities to provide a period of public comment for public meetings; authorizes the governmental entities to place reasonable restrictions on the period for public comment. *Authorizes a governing body to require a person desiring to provide comments at a meeting to give advanced notice. Requires a notice for a public meeting to indicate the manner in which a person may indicate the person's desire to provide public comment at the meeting. Excludes from the proposed requirements certain disciplinary hearings and meetings with agendas that have no actionable items* As introduced, requires governmental entities to provide a period of public comment for public meetings; authorizes the governmental entities to place reasonable restrictions on the period for public comment. TML Effective Date 7/01/2023

TAXES – BUSINESS

***SB1310-Bailey / HB0157-Baum...** eliminates the business tax for tax periods that begin on or after January 1, 2024. ACTION DEFERRED TO FIRST CALENDAR OF 2024.

TAXES – REAL PROPERTY

- PUBLIC CHAPTER 271 - SB0871-Akbari / HB0366-H. Love, Jr - As introduced, authorizes local legislative bodies to set the income limit for persons who are 65 years of age or older and otherwise eligible for property tax relief under the Property Tax Freeze Act at \$60,000. Effective Date 7/01/2023

***SB1192-McNally / HB1209-Sexton...** extends the time eligible taxpayers may apply for a refund or present a credit voucher for credit on their taxes from within 35 days from the date taxes in the jurisdiction become delinquent for that year to within 40 days from that date. *Proposes a legislative study of 5 members of the House of Representatives and 5 members of the State Senate to study a property tax caps. The study will include: property tax rates, methods of valuing and appraising property for*

purposes of levying property taxes, and policies and methods regarding statutory limits on tax increases. As introduced, extends the time eligible taxpayers may apply for a refund or present a credit voucher for credit on their taxes from within 35 days from the date taxes in the jurisdiction become delinquent for that year to within 40 days from that date. TML TAKEN OFF NOTICE

TAXES – SALES

**SB0316-Watson / HB0776-Helton-Haynes...As introduced, restricts the types of costs of a project within a certified border region retail tourism development district or regional retail tourism development district that can be covered by an apportionment of state sales and use taxes to a municipality or industrial development corporation; makes other revisions to the Border Region Tourism Development District Act and the Regional Retail tourism Development District Act. TAKEN OFF NOTICE*

**SB0462-Briggs / HB1187-Garrett...reduces, from 29.0141 percent to 28.5262 percent, the share of state sales and use tax revenue deposited to the state general fund; increases, from 4.6030 percent to 5.0909 percent, the share appropriated to municipalities. TAKEN OFF NOTICE*

**SB1448-Roberts / HB0343-M. Sparks...As introduced, extends for an additional year, until June 30, 2024, the sales tax holiday for the retail sale of gun safes and gun safety devices. TAKEN OFF NOTICE*

**SB0395-Kyle / HB0342-M. Sparks...As introduced, permanently exempts from sales and use tax, the retail sale of gun safes and gun safety devices; removes the temporary sales tax holiday. TAKEN OFF NOTICE*

TRAFFIC SAFETY

- PUBLIC CHAPTER 119 - SB0505-Powers / HB0410-Johnson, C - Authorizes the legislative body of a municipality to establish the fine for speeding within a residential zone within its jurisdictional boundaries at \$200. Effective Date 7/01/2023

ZONING

**SB0559-Rose / HB0170-Ragan...As introduced, states that property owners should expect that a permit application will be judged on the law in effect at the time of application; declares that the general assembly rejects the pending ordinance doctrine, as described by the Tennessee supreme court in its May 14, 2007, opinion in the case of Harding Academy v. Metropolitan Government of Nashville and Davidson County, as contrary to the public policy interests of property owners in this state. *TAPA Analysis: This one is curious. It refers to the pending ordinance doctrine. It seems that this is no longer relevant since we now have a vesting law, which requires that development regulations that were in force when a development is approved must remain unchanged for specific periods of time.* SIGNED BY GOVERNOR*

RESOLUTION NO. 3395

AGENDA MEMORANDUM

**Approval of TDOT
Mowing Contract for FY 2023-2024**

May 25, 2023

Submitted By:



Janet Middleton, City Recorder

Subject:

TDOT is responsible for the maintenance of the state rights-of-way; however, TDOT is also authorized to enter into contracts with municipalities, which allow the cities to mow the state rights-of-way and then be reimbursed by TDOT. The City has contracted with TDOT over the last several years for the City to provide these services at the Ringgold Road, I-75, Exit 1 Interchange.

TDOT will reimburse the City an amount not to exceed \$9,800 for six (6) mowings of the rights-of-way, the same amount as the previous year.

RESOLUTION NO. 3395

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (“TDOT”), FOR THE CITY OF EAST RIDGE TO PROVIDE MOWING SERVICES AT THE I-75, EXIT 1 INTERCHANGE, FOR FY 2023-2024, ON A REIMBURSEMENT BASIS

WHEREAS, T.C.A, Sections 54-5-201—203, provide that TDOT is responsible for the maintenance of the streets in municipalities over which traffic on State highways is routed; and

WHEREAS, TDOT is authorized to enter into contracts on a reimbursement basis with municipalities, relative to the requirement where a municipality is organized for, among other things, the care of its own streets; and

WHEREAS, since the City of East Ridge is organized for the care of its own streets, the State and the City wish to enter into a contract for the City to provide for the maintenance of those sections of rights-of-way identified in “Exhibit A.”

WHEREAS, TDOT will reimburse the City an amount not to exceed \$9,800 for six (6) mowings of the rights-of-way.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the Mayor, or his designee, is authorized to enter into the attached contract with TDOT for the City to provide mowing services at the Ringgold Road, I-75, Exit 1 Interchange for FY 2023 - 2024, on a reimbursement basis, as identified in “Exhibit A.”

BE IT FURTHER RESOLVED, that TDOT will reimburse the City an amount not to exceed \$9,800 for six (6) mowings of the rights-of-way.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
City of East Ridge**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State" and City of East Ridge, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002874
Contract #: CMA 2458

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities," attached and incorporated hereto as part of this Contract.

B. TERM OF CONTRACT:

This Contract shall be effective on July 1, 2023 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Nine Thousand Eight Hundred Dollars and Zero Cents (\$9,800.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Anthony Wallace
Operations District Supervisor
Tennessee Department of Transportation
7474 Volkswagen Drive
Chattanooga, TN 37416

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice Number (assigned by the Contractor)

- (2) Invoice Date
- (3) Contract Number (assigned by the State)
- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the

Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon

reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Anthony Wallace, Operations District Supervisor
Tennessee Department of Transportation
7474 Volkswagen Drive
Chattanooga, TN 37416
Anthony.Wallace@tn.gov
Telephone # 423-634-4649
FAX # 423-510-1155

The Contractor:

Janet Middleton, City Recorder
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412
JMiddleton@Eastridgetn.gov
Telephone # 423-867-7711
FAX # 423-867-7340

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD)

as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

- E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

IN WITNESS WHEREOF,

City of East Ridge:

CONTRACTOR SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

APPROVED AS TO FORM AND LEGALITY

CONTRACTOR ATTORNEY SIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)

STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER **DATE**

APPROVED AS TO FORM AND LEGALITY

JOHN REINBOLD, GENERAL COUNSEL **DATE**

“EXHIBIT A”
GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items where applicable are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
435	Machine Mowing**	Acres

** Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of the removal by mechanical sweeping, or other approved means, of dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas and ramps at interchanges as detailed below.

INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following Table itemizes the eligible mowing area in acres which will be maintained by the Contractor under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

Approved Mowing Reimbursement Per Acre: \$ 50.00

Calculated Maximum Reimbursement (Mowing): \$9,800.00

Mowing Inventory Worksheet								
Route Number	Roadway Type	Begin Termini (LM)	End Termini (LM)	Median Area (acres)	Controlled Access Area (acres)	Segment Total Area (acres)	Number of Mowing Cycles	Contract Segment Total Area (acres)
I0075	2B	0.000	0.090		3.3	3.3	6	19.8
I0075	2B	0.090	0.480		14.2	14.2	6	85.2
I0075	2B	0.480	0.580		3.6	3.6	6	21.6
I0075	2B	0.580	0.710		4.7	4.7	6	28.2
SR008	1D	0.723	0.730		0.1	0.1	6	0.6
SR008	1G	0.730	0.920	0.6	2.5	3.1	6	18.6
SR008	1G	0.920	1.000	0.3	1.1	1.4	6	8.4
SR008	1G	1.000	1.130	0.4	1.7	2.1	6	12.6
SR008	1D	1.130	1.138		0.1	0.1	6	0.6
Total Contract Area (acres):								196

CITY MAINTENANCE ROADWAY TYPICAL SECTIONS

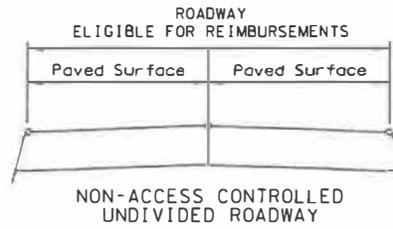


FIGURE 1A

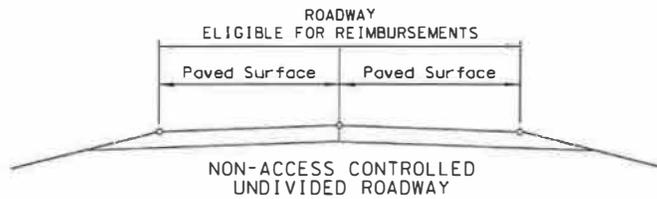


FIGURE 1B

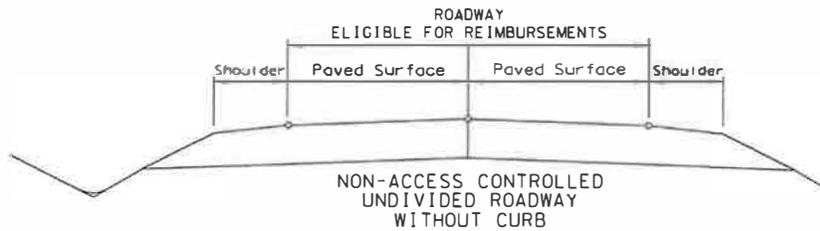


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

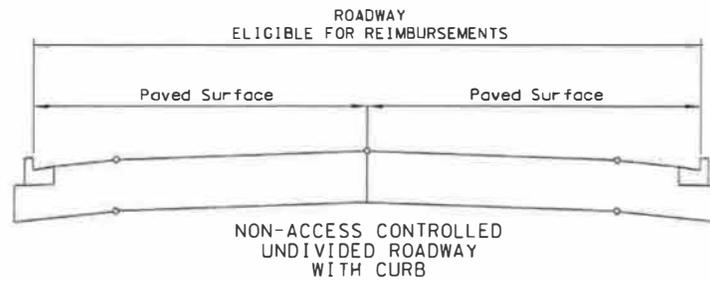


FIGURE 1D

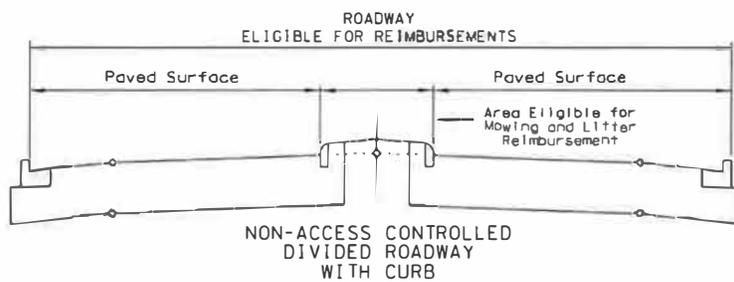


FIGURE 1E

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

EXHIBIT A

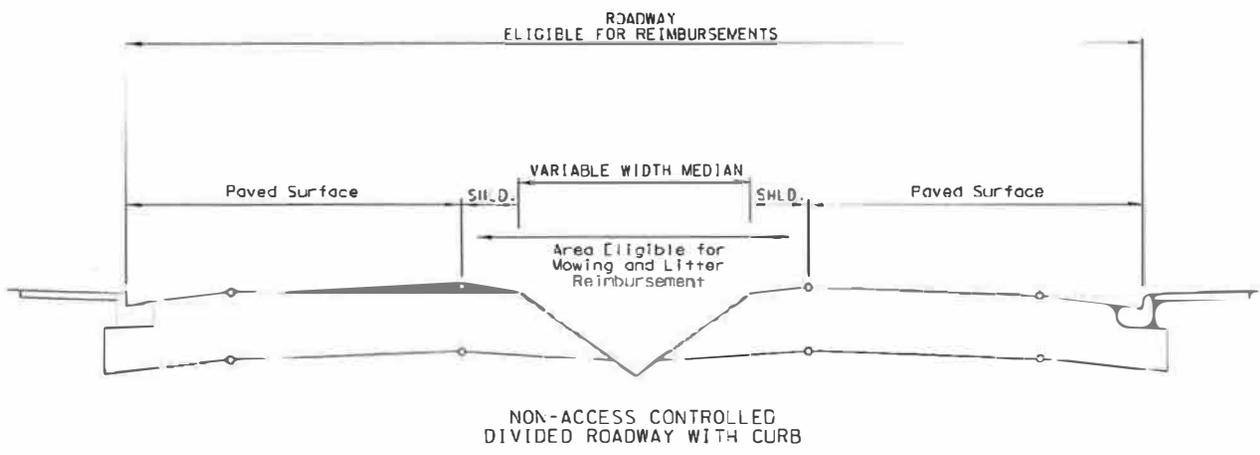


FIGURE 1F

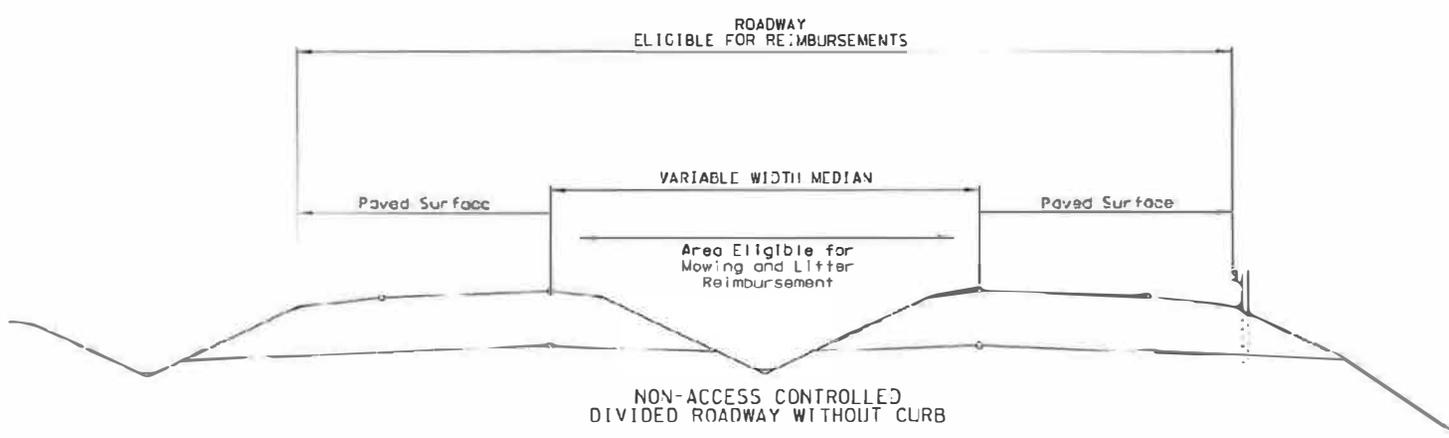


FIGURE 1G

NOTE:
IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES
THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

CITY MAINTENANCE
ROADWAY TYPICAL SECTIONS

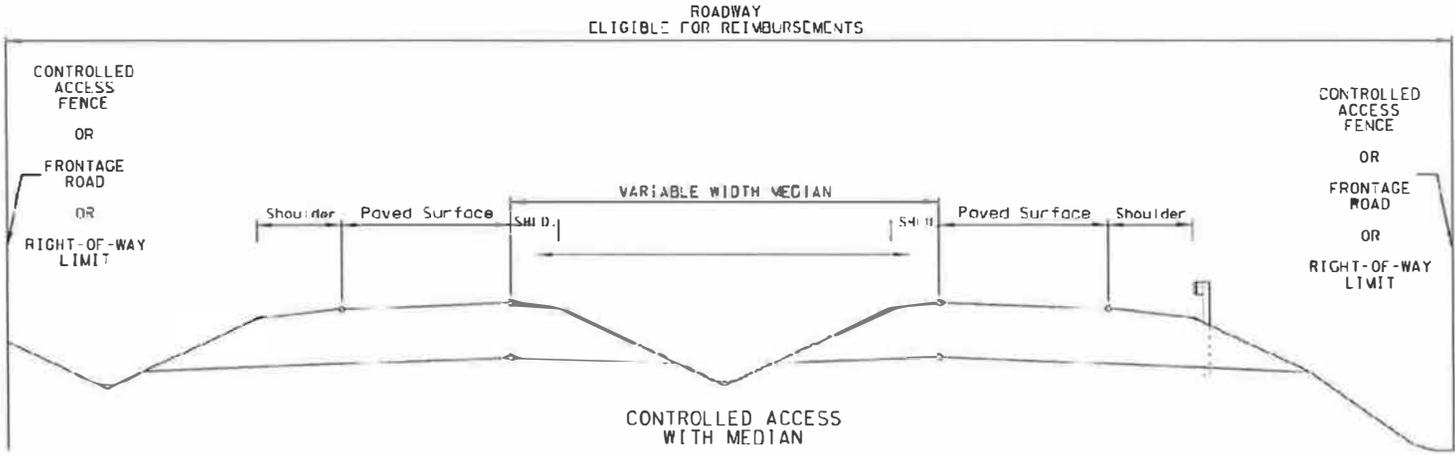


FIGURE 2A

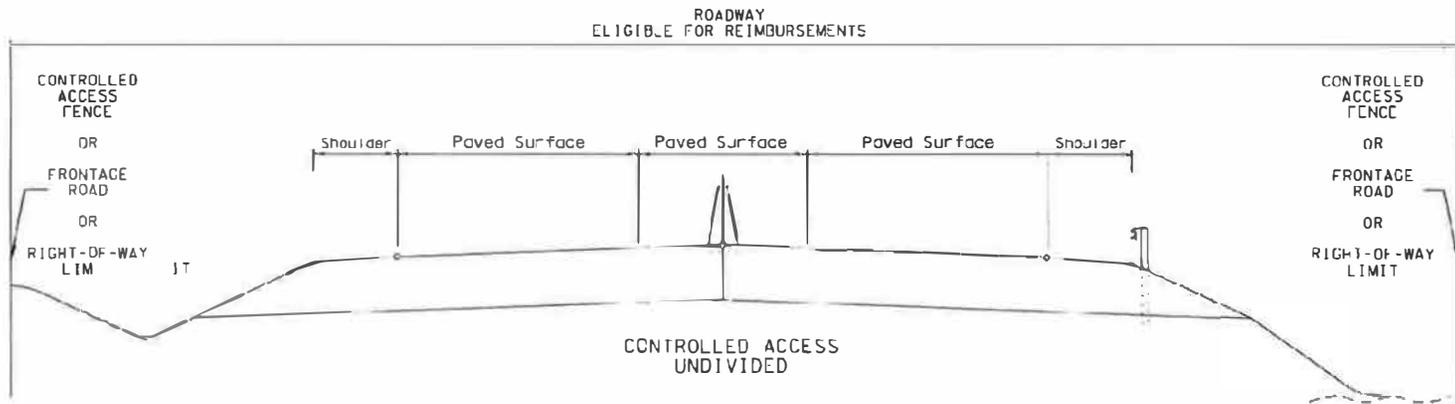


FIGURE 2B

RESOLUTION NO. 3396

AGENDA MEMORANDUM

Generator Purchase

Date: May 25, 2023

Submitted by: Michelle Sinigaglio

SUBJECT: Generator Purchase for Server Room

The computer servers are currently stored in a room that regularly experiences extreme temperatures. The current location is both vulnerable and unstable. We feel the servers must be relocated.

The new server room should have a dedicated generator for all components within the space including an HVAC system to ensure continued IT operations during any power outages. The generator we have selected is rated to appropriately power the servers, dedicated HVAC within the room, and the IT office next door. The generator is 40 KW, 120 V, natural gas powered, and EPA certified. The associated cost includes a significant amount of labor and equipment usage for the install. We would purchase this generator through the Sourcewell Purchasing Alliance and payment would be made out of the capital projects fund. For details regarding the scope of service please see attached.

Attachment

RESOLUTION NO. 3396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE PURCHASE OF A GENERATOR FOR THE COMPUTER SERVER ROOM FROM STOWERS/CAT THROUGH THE SOURCEWELL COOPERATIVE PURCHASING ALLIANCE

WHEREAS, the City of East Ridge IT Department is in need of a generator to regulate the temperature of the rooms that will house the computer servers, and to ensure continued IT operations during power outages; and

WHEREAS, the City wishes to purchase the generator from Stowers/CAT through the Sourcewell Cooperative Purchasing Alliance; and

WHEREAS, the City is a member of the Sourcewell Cooperative Purchasing Alliance therefore, eliminating the need to solicit bids; and

WHEREAS, the cost of the generator from Stowers/CAT is \$81,892.00, which will be paid from the Capital Projects Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor or his designee is authorized to purchase a generator from Stowers/CAT through the Sourcewell Cooperative Purchasing Agreement for the amount of \$81,892.00, to be paid for from the Capital Projects Fund.

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

Adopted on this the _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



4/24/23

Re: East Ridge City Hall- IT ROOM

SOURCEWELL CONTRACT#092222- CAT

Thank you for allowing Stowers Industrial Power to offer the following equipment and services.

General description-

SP-410-3-2N2

40 KW, 120/208 V, 3 PH, 60 HZ PSI NATURAL GAS FUEL

ENGINE DRIVEN GEN-SET WITH LEVEL 2 SOUND AND

WEATHER PROTECTED ALUMINUM ENCLOSURE

STANDARDEQUIP

*UL 2200 CERTIFIED

*EPA CERTIFIED ENGINE

*STAMFORD GENERATOR

*180 MPH WIND RATED HOUSING

*DEESEA 7420MKII CONTROLLER

*HIDDEN CRITICAL GRADE MUFFLER

*FLEXIBLE RADIATOR & OIL DRAINS

*BATTERY RACK & CABLES (BATTERY NOT INCLUDED)

*RADIATOR FILLED WITH MIXTURE OF GREEN GLYCOL
AND DE-IONIZED WATER

*ENGINE CRANKCASE FILLED WITH SAE 10W30 OIL

150 AMP 120/208V 3 POLE THERMAL MAGNETIC CIRCUIT
BREAKER

1000 WATT 120V 1PH ENGINE COOLANT HEATER

MUSHROOM STYLE STOP SWITCH MOUNTED IN NEMA 4X

NFPA-110 COMPLIANCE PACKAGE FOR DEESEA

INCLUDES:

*16 LAMP REMOTE ANNUNCIATOR WITH FLUSH/SURFACE
MOUNTED COMBO NEMA 1 ENCLOSURE

*10 AMP HEAVY DUTY 12/24 VDC SENS BATTERY
CHARGER

AUTOMATIC TRANSFER SWITCH

200a 120/208V 3 ph Nema 1

TURNKEY INSTALLATION

Scope of Work:

1. Provide a concrete pad for a 40kw generator.
2. Install a 40kw 120/208volt 3phase generator on concrete pad.
3. Provide boom truck for setting generator.
4. Install a 200amp 120/208volt 3phase transfer switch in existing electrical room.
5. Provide and install conduit and wire from existing main switch gear to new transfer switch.
6. Provide and install a 200amp breaker in existing main switchgear for transfer switch feed.
7. Provide and install a 200amp 120/208volt 3phase panel in new IT room.
8. Provide and install conduit and wire from new transfer switch to new IT panel.

9. Provide and install conduit and wire from generator to transfer switch for power and controls.
10. Provide and install gas line from existing gas line on roof to generator.
11. Provide 2psi gas regulators for HVAC units and generator.
12. Provide digging for conduits and gas line.
13. Provide and install a duct less mini split HVAC unit for IT room.
14. Provide and install conduit and wire for HVAC unit.
15. Provide and install a 6 foot tall chain link fence around generator.
16. Provide testing after installation.
17. Provide electrical permit.

Note:

1. Estimate based on work being performed during normal working hours Monday thru Friday 7:00am to 3:30pm.
2. Estimate good for 30 days and subject to change due to rising equipment and material cost.
3. Estimate based on existing gas meter to be changed out to a 2psi meter.
4. Gas meter change out by others.

START UP SERVICES

Standard technician startup service. One technician day included.

Price for One new Gillette 40kW NG fueled generator with equipment listed, price f.o.b. Job Site, less taxes (if applicable)\$81,892.00

LEAD TIME IS ESTIMATED AT 3-4 WKS ARO.

Quotation Notes:

1. **WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.**
2. This quotation covers items listed herein and does not constitute a specific job proposal.
3. All equipment furnished loose for installation by others unless specifically listed as installed.
4. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
5. Relay and/or System Coordination Study are not included unless specifically noted.
6. Telephone and verbal orders are to be confirmed in writing.
7. We reserve the right to correct errors or omissions.
8. Stowers Machinery is not responsible for occurrences beyond our control.
9. Sale is contingent upon customer signing a Stowers Machinery Purchaser Agreement Form.
10. This quotation is made subject to Stowers Machinery Standard Terms and Conditions.
11. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Stowers Machinery, unless accepted, and confirmed in writing
12. Delivery dates listed above are only estimates based on current delivery times from the manufacturers; they are subject to change at any time. Firm delivery dates can only be obtained after the manufacturer has released equipment for production. Release for production occurs after the customer has approved submittals in writing or the customer's representative.
13. Standard payment terms are net due upon invoice or customer account status is final determination

EXCUSE OF PERFORMANCE:

Stowers Machinery shall not be liable for delays in performance or for non-performance for any events or causes beyond its reasonable control, including but not limited to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, delays in transportation, default of suppliers, or any other unforeseen circumstances. Occurrence of any of these events may lead to Stowers Machinery suspending or cancelling the Shipment of Goods or the provision of Services upon notice to Buyer, but the balance of any related order shall otherwise remain unaffected. If Stowers Machinery determines its ability to supply the demand for Goods or to obtain material used directly or indirectly in the provision of Goods, is hindered in any way due to any of the events noted above, Stowers Machinery may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Stowers Machinery determines to be equitable, and without liability for any failure of performance which may result.

WARRANTY:

The Equipment and/or machinery described herein are sold subject only to those warranties provided by the manufacturer. Caterpillar standard two-year limited warranty on Caterpillar parts. The Seller does not join in any such manufacturer's warranties. The Seller gives no warranty, express or implied, as to description, quality, merchant ability, fitness for any particular purpose, productiveness, or any other matter, of any equipment which Seller shall supply. The seller shall be no way responsible for their proper use and service, and the Purchaser hereby waives all rights of refusal and return of equipment.

Please call Andy Downs for additional information or to place an order. We look forward to working with you.

Signed _____ Date _____ Firm _____

Sincerely,
Andy Downs
Commercial Engine Sales
423-698-6943 main
423-463-2131 mobile
adowns@stowerscat.com

AGENDA MEMORANDUM
BUDGET ORDINANCE FY 23-24 (First Reading)

June 8, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The budget ordinance of the local government shall present a complete financial plan for the ensuing year (July 1, 2023 to June 30, 2024); which plan shall set forth all anticipated revenues and proposed expenditures for the administration, operation and maintenance of the City departments, and debt service during the fiscal year. The budget shall also present capital projects to be undertaken or completed during the ensuing year, and the means of financing such projects.

The budget ordinance undergoes two readings: the first one is scheduled for June 8, 2023 and the second one is scheduled for June 22, 2023.

JSM/

AGENDA MEMORANDUM
ORDINANCE TO SET
THE TAX RATE FOR FY 2024
JUNE 8, 2023

Submitted by:

Diane Qualls
Diane Qualls, Finance Director

SUBJECT:

Pursuant to TCA 67-5-101 et sec., a tax rate for both real and personal taxable property must be set each year. This rate is based on the assessed valuation of \$100 and will be in effect as of January 1, 2023, for the fiscal year July 1, 2023, through June 30, 2024. The tax rate for the fiscal year 2024 will be \$1.2500. This is the main funding mechanism for the General Fund.

AGENDA MEMORANDUM
BUDGET AMENDMENT – FY 2023

June 8, 2023

Submitted by:

Diane Qualls
Diane Qualls, Finance Director

SUBJECT:

I will be submitting the final budget amendment for the fiscal year ending June 30, 2023. This will reflect the Council's decision to purchase both a new fire engine and a new sanitation truck using the fund balance of the General Fund and the Solid Waste Management Fund. This will also involve any other issues that need to be corrected such as receiving more revenue than was anticipated.

AGENDA MEMORANDUM

**Tennessee American Water
2023 Environment Grant Acceptance**

June 8, 2023

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

The Economic & Community Development Department is asking for the approval from the Mayor and Council to accept the grant award in the amount of \$1,000.00 from Tennessee American Water for the 2023 Environmental Grant. This grant award will be utilized to benefit the City by purchasing items and equipment needed for the 2023 River Rescue held in October. The River Rescue event is held annually in efforts for watershed protection and education through East Ridge Community Creeks and Waterways Cleanup.

AGENDA MEMORANDUM

Approval of bid for McBrien Road Resurfacing

June 8, 2023

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

The Economic & Community Development department is asking for the approval from the Mayor and Council to accept the lowest bid for the construction services for resurfacing McBrien Road from Ringgold Road to Anderson Avenue. The scope of work includes, cold planing existing pavement, resurfacing pavement, striping, adding ADA curb ramps and adjusting manholes. The total project length is 0.744 miles. The bid opening is scheduled for Tuesday, May 30th at 2:00pm.

AGENDA MEMORANDUM
BUDGET WORK SESSION

May 25, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Since the May 25, 2023 regular business meeting ended up being a relatively short one it was decided to add to said agenda a budget work session on the proposed Budget document for Fiscal Year 23-24. Should an additional budget work session be warranted then one will need to be scheduled for the week of June 5, 2023.

JSM/