

ORDINANCE NO. 1192

AGENDA MEMORANDUM

REZONE

636 & 650 Layfield Road

From R-1 Residential to R-3 Apartment District

Date: August 10, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On July 10, 2023, Stone Creek Consulting, LLC petitioned the East Ridge Planning Commission to rezone the parcels found at 636 & 650 Layfield Road (Tax Map ID# 170J-B-004.04 and Tax Map ID# 170J-B-004.05) from R-1 Residential District to R-3 Residential Apartment District, to construct five detached single-family homes/townhomes.

The East Ridge Planning Commission approved the request to rezone. The applicant has requested the rezoning case move forward to the city council for review.

Following conditions:

- 1. Only single-family detached homes and townhomes shall be allowed.**
- 2. No individual driveways allowed on Layfield Road**

ORDINANCE NO. 1192

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 636 AND 650 LAYFIELD ROAD, TAX MAP #170J-B-004.04 AND #170J-B-004.05, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

WHEREAS, Stone Creek Consulting, LLC petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of properties located at 636 and 650 Layfield Road, Tax Map #170J-B-004.04 and #170J-B-004.05, from R-1 Residential District to R-3 Residential Apartment District. The property is more particularly described as follows:

Lots 6 and 7, Final Plat Frawley and Layfield Subdivision, Plat Book 82, Page 42, ROHC, Deed Book 13208, Page 371, ROHC. Tax Map 170J-B-004.04 and 004.05

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on July 10, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on June 10, 2023 with conditions; and

WHEREAS, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that they will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

WHEREAS, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

WHEREAS, the East Ridge City Council held a public hearing on August 10, 2023 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the properties located at 636 and 650 Layfield Road, Tax Map #170J-B-004.04 and #170J-B-004.05, from R-1 Residential District to R-3 Residential Apartment District, for uses consistent with such zoning.

Section 2. That approval of this ordinance will be subject to the following conditions:

- A. Only single-family detached homes and townhomes shall be allowed.
- B. No individual driveways will be allowed on Layfield Road.

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

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

ZONING NOTICE
Case No. 2023-0106 Applicant: Stone Creek Consulting
Before the Chattanooga Hamilton County Regional Planning Commission
To acquire rezoning of this property:
From: R-1 To: R3 / Conditional
East Hamilton Planning Commission
City Hall, 134 South Main Avenue, Chattanooga, TN 37402
Phone: 423.249.1234 FAX: 423.249.1235
www.chattanooga.gov



CASE NUMBER: 2023-0106		Date Submitted: 05/15/2023					
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>							
1 Applicant Request							
Rezoned From: R-1		Rezoned To: R-3	Total acres in request area: 0.53				
2 Applicant Requested Conditions		Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>				
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box							
1) Only Single-Family Detached homes and townhouses shall be allowed, 2) No individual driveways allowed on Layfield Rd.							
4 Property Information							
Property Address: 636 & 650 Layfield Rd		Property Tax Map Number: 170J B 004.04 & 004.05					
5 Proposed Development							
Reason for request/Project description:		Infill Housing					
6 Site Characteristics							
Current Use:		Vacant					
Adjacent Uses:		Vacant R-3, Single Family, Apartments					
7 Applicant Information							
Name: Stone Creek Consulting LLC (c/o Allen Jones)							
Address (street, city, state, zip): P. O. Box 2067, Dunlap, TN 37327							
Phone: 919-793-4077		Email: allen@stonecreekconsultingllc.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.							
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name: Crew Holdings 1 LLC (c/o Evan Greene)							
Address (street, city, state, zip): 2906 Calhoun Ave, Chattanooga, TN 37407							
Phone: 423-227-6153		Email: ephomes@gmail.com					
9 Applicant Signature and Consent							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date: _____					
Office Use Only:							
Checklist							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$150	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8			City Council District: 0				
PC meeting date: July 10, 2023			Application processed by: Jennifer Ware				
Staff Recommendation:		PC Action/Date:		Legislative Action/Date/Ordinance:			

Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2023-0106 **APPLICANT:** Stone Creek Consulting, LLC c/o Allen Jones **PROPERTY OWNER:** Crew Holdings 1 LLC c/o Evan Greene

PROPERTY ADDRESS: 636 & 650 Layfield Road **TAX MAP PARCEL ID:** 170J-B-004.01 & -004.05 **JURISDICTION:** East Ridge

SIZE OF PROPERTY: 0.53 acres **REQUEST:** Rezone from R-1 Residential District to R-3 Residential Apartment District with Conditions

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-3 Residential Apartment District with conditions to develop single-unit detached homes or townhomes. The proposed conditions are:

1. Single-Family Detached and Townhouses only;
2. No individual driveways on Layfield Road.

PROPERTY DESCRIPTION

EXISTING LAND USE Vacant	SURROUNDING LAND USES <u>North:</u> <u>East:</u> <u>South:</u> <u>West:</u>		ACCESS Layfield Road
TRANSPORTATION Layfield Road is a local road.	PROPOSED RESIDENTIAL DENSITY 9.43 du/ac	ADJACENT RESIDENTIAL DENSITY 2.55 du/ac (adjacent single-family) 14.2 du/ac (adjacent multi-family)	NATURAL RESOURCES A portion of the site is in the 500-year floodplain.

ZONING

- ZONING HISTORY**
- There is no recent zoning history for the site.
 - Case 2005-0163, a request to rezone 664, 678, & 692 Layfield Road (abutting the site to the south and west) from R-1 Residential District to RT-1 Residential Townhouse District. The request was denied by East Ridge City Council.
 - Case 2023-0235, a request to rezone 664, 678, & 692 Layfield Road (abutting the site to the south and west) from R-1 Residential District to R-3 Residential Apartment District. The request was approved subject to conditions by East Ridge City Council through ordinance # 1177. The condition states: limited to allow only residential condominiums and/or townhome uses in accordance with the Tennessee Condominium Act codified at T.C.A. § 66-27-201 et seq., as amended.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Two-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential/Townhomes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 DISTRICT	PROPOSED R-3 DISTRICT
	Lot Size	10,000 sf	10,000 sf plus 2,000 sf

Setbacks	Front: 25' Side: 10' Rear: 25'	for each additional unit over one Front: 25' Side: 10' Rear: 25'
Building Height	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by a mix of single-family residential, multi-family residential, and townhouse units. The proposed R-3 District is compatible with the existing multi-family residential and townhouse development.

Yes No See Comments

COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of one to two-story single-family residential on lots ranging from 0.15 to 0.5 acres, multi-story apartments with associated parking, and townhomes with front loaded parking.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

The R-3 District would not introduce any nuisance concerns related to location, lighting, or height. A landscape buffer around the parking areas may need to be considered to reduce any potential nuisances to neighboring sites.



STONE CREEK CONSULTING LLC

PO Box 2067, Dunlap, TN 37327 | 919.793.4077

May 15, 2023

RE: Zoning Application Narrative
650 & 633 Layfield Rd
East Ridge, TN

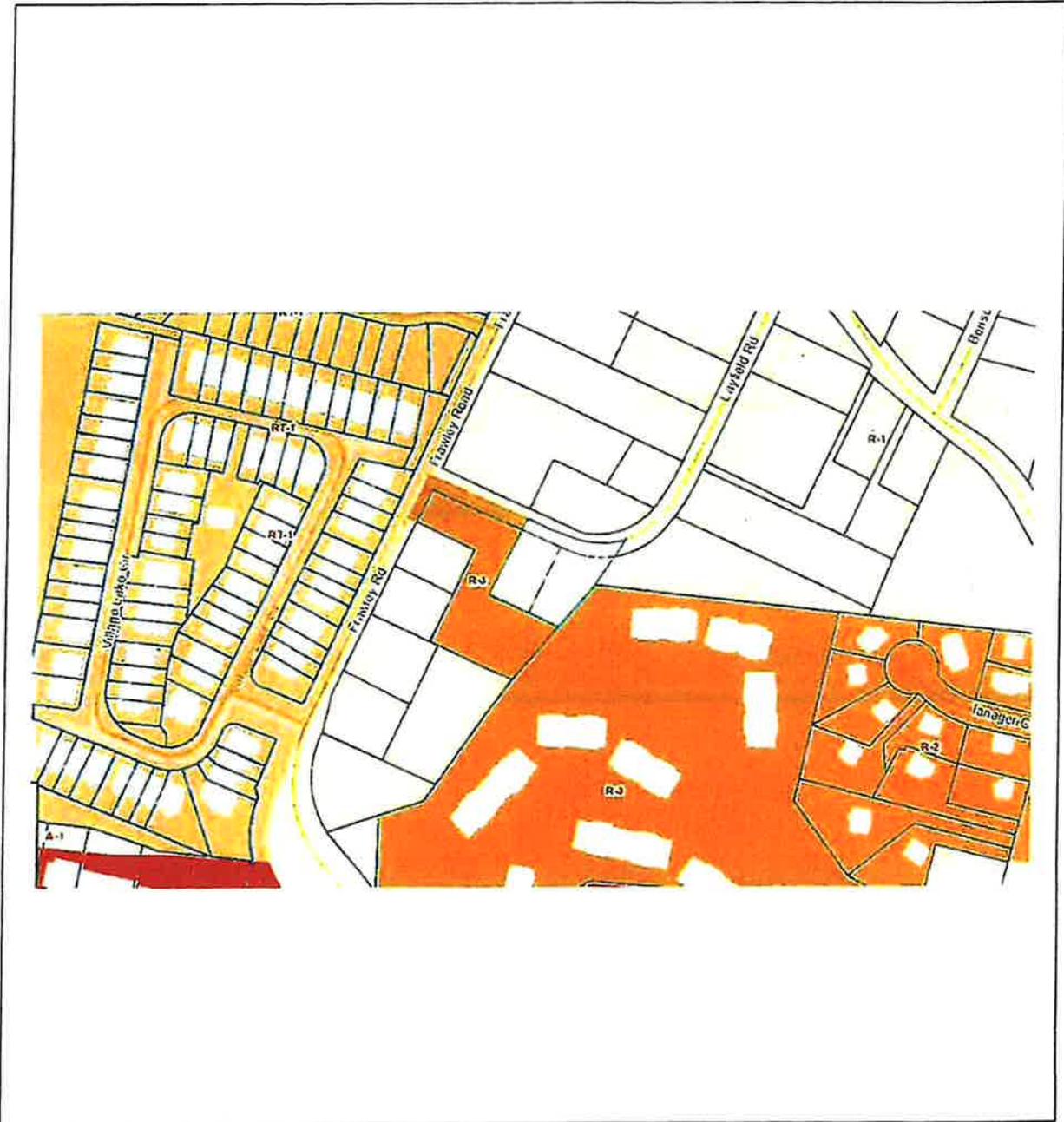
The property located at 650 & 633 Layfield Rd is zoned R-1, and the request is to rezone the property to R-3 to provide infill housing. There is a shortage of reasonably priced homes for sale and/or rent in East Ridge, and one way to help alleviate the housing shortage and rising building construction costs is to allow for additional density. The property surrounding this proposed development is zoned R-3, and there is an apartment complex located to the southeast of the site. I am also proposing the following conditions.

1. Only Single-Family Detached homes and rowhouses shall be allowed
2. No individual driveways allowed on Layfield Road.

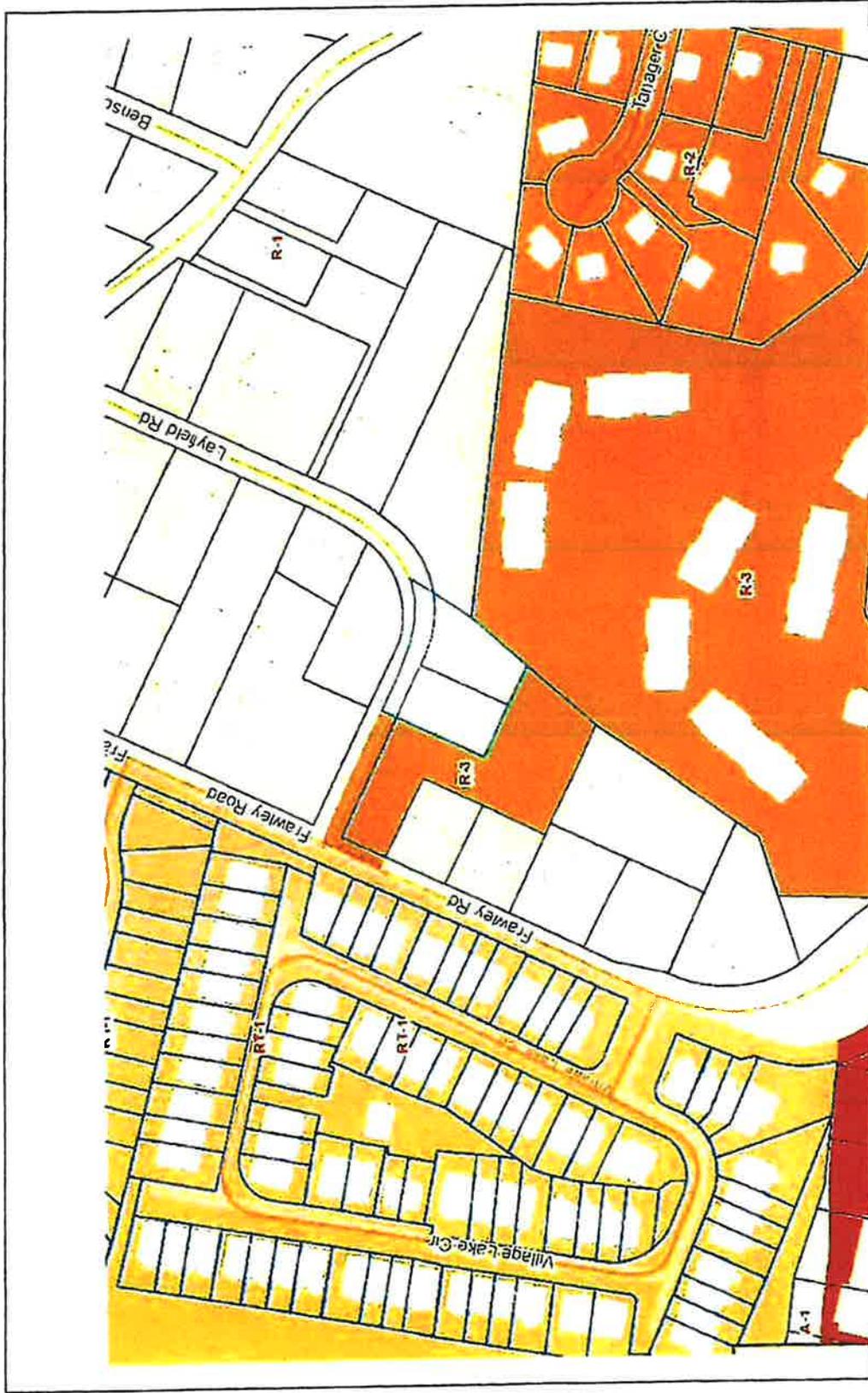
Sincerely,



2023-0106 Rezoning from R-1 to R-3 with conditions



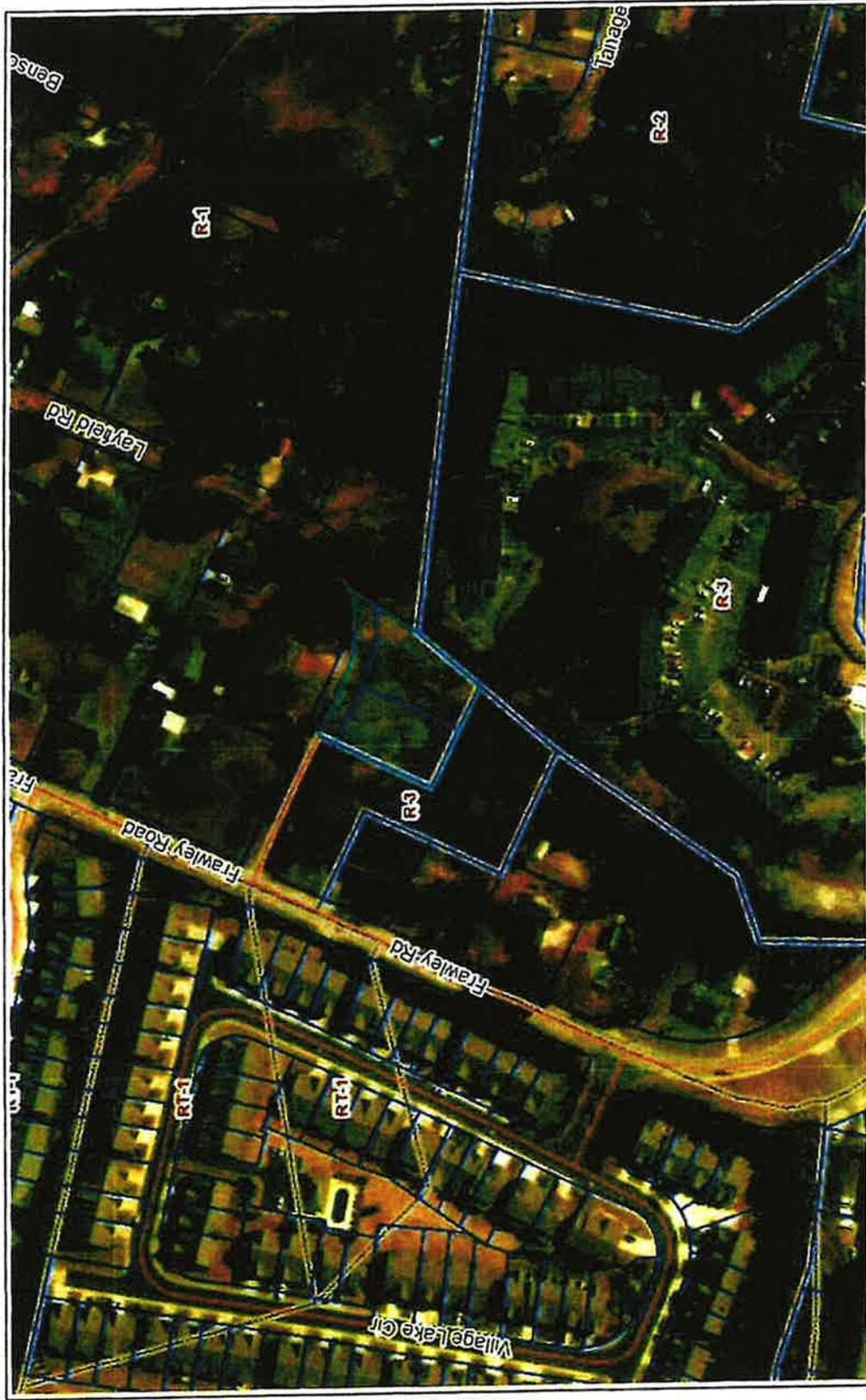
2023-0106 Rezoning from R-1 to R-3 with conditions



2023-0106 Rezoning from R-1 to R-3 with conditions



2023-0106 Rezoning from R-1 to R-3 with conditions



ORDINANCE NO. 1194

AGENDA MEMORANDUM

REZONE

1438 N Smith Street

From R-1 Residential/C-1 Commercial to RT-1 Townhome District

Date: August 24, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On July 10th, 2023, N & R Properties petitioned the East Ridge Planning Commission to rezone the parcel found at 1438 N Smith Street (Tax Map ID# 169L-K-001.01) from R-1 Residential District & C-1 Commercial Tourism District to RT-1 Residential Townhome District, to construct four attached townhome units.

The East Ridge Planning Commission approved the request to rezone with the following conditions:

1. No parking allowed off North Smith Street.
2. Reducing the number of proposed townhomes from four to three.

The applicant has requested the rezoning case move forward to the city council for review.

Update. the new site plan shows a reduction of townhomes to three units, with parking no longer being off North Smith St. and with the proposed density of 10.7 du/ac. Originally four units were proposed with a density of 14.28 du/ac.

ORDINANCE NO. 1194

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1438 NORTH SMITH STREET, TAX MAP #169L-K-001.01 FROM R-1 RESIDENTIAL DISTRICT AND C-1 COMMERCIAL TOURISM DISTRICT TO RT-1 RESIDENTIAL TOWNHOME DISTRICT

WHEREAS, N & R Properties petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 1438 North Smith Street, Tax Map #169L-K-001.01 from R-1 Residential District and C-1 Commercial Tourism District to RT-1 Residential Townhome District. The property is more particularly described as follows:

Lot 19, Corrective Plat of the Resubdivision of Lots 19, 20, and 21, Maypo Addition, Plat Book 42, Page 3, ROHC, being the property described as Tract 2 in Deed Book 13217, Page 83, ROHC. Tax Map 169L-K-001.01

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on July 10, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on June 10, 2023 with conditions; and

WHEREAS, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that they will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

WHEREAS, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

WHEREAS, the East Ridge City Council held a public hearing on August 10, 2023 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1438 North Smith Street, Tax Map #169L-K-001.01 from R-1 Residential District and C-1 Commercial

Tourism District to RT-1 Residential Townhome District, for uses consistent with such zoning.

Section 2. That approval of this ordinance will be subject to the following conditions:

- A. The number of townhomes to be constructed will be limited to three units.
- B. No parking allowed off North Smith Street.

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

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



CASE NUMBER: 2023-0099		Date Submitted: 05/09/2023	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: C-1/R-1		Rezoned To: RT-1	Total acres in request area: 0.28 +/-
2 Applicant Requested Conditions		Yes:	No: V
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
N/A			
4 Property Information			
Property Address: 1438 N. Smith St		Property Tax Map Number: 169L-K-001.01	
5 Proposed Development			
Reason for request/Project description:	Townhomes (4 units)		
6 Site Characteristics			
Current Use:	Vacant		
Adjacent Uses:	Residential (north) Commercial (east, west, south)		
7 Applicant Information			
Name: N & R Properties c/o Rostis N Timoshchuk			
Address (street, city, state, zip): 7443 Commons Blvd, Suite 102, Chattanooga, TN 37421			
Phone: 43-313-3373		Email: nrproptiestn@gmail.com	
Primary Contact (if different than applicant information): MAP Engineers			
Address (street, city, state, zip): 7380 Applegate Ln, Chattanooga, TN 37421			
Phone: 423-855-5554		Email: mapengr@epbfi.com, btabor@epbfi.com	
<input checked="" type="checkbox"/>	← If the Applicants Information is the same as the Property Owners, please check the box to the left.		
8 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8		City Council District: 0	
PC meeting date: July 10, 2023		Application processed by: Jennifer Ware	
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2023-0099 **APPLICANT:** N & R Properties c/o Rostis N. Timoschchuk **PROPERTY OWNER:** N & R Properties c/o Rostis N. Timoschchuk
PROPERTY ADDRESS: 1438 N. Smith Street **TAX MAP PARCEL ID:** 169L-K-001.01 **JURISDICTION:** East Ridge
SIZE OF REQUEST AREA: 0.28 acres **REQUEST:** Rezone from R-1 & C-1 to RT-1

REASON FOR REQUEST/PROJECT DESCRIPTION: A request to rezone from R-1 Residential District and C-1 Commercial District to RT-1 Residential Townhouse District to develop four townhouse units.

PROPERTY DESCRIPTION

EXISTING LAND USE Vacant	SURROUNDING LAND USES <u>North:</u> Single-Unit Residential <u>East:</u> Commercial <u>South:</u> Commercial <u>West:</u> Hotel	TRANSPORTATION N. Smith Street is a local road.
PROPOSED RESIDENTIAL DENSITY 14.28 du/ac (four units)	ADJACENT RESIDENTIAL DENSITY 4.5 du/ac	NATURAL RESOURCES A portion of the site is in the 500-year floodplain.

ZONING

ZONING HISTORY • There is no recent zoning history for the site.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 DISTRICT	CURRENT C-1 DISTRICT	PROPOSED RT-1 DISTRICT
	Single-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Townhomes	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Office	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 DISTRICT	CURRENT C-1 DISTRICT	PROPOSED RT-1 DISTRICT
	Lot Size	10,000 sf		1,350 sf
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25' adjoining R-1, R-2, R-3, R-5, RZ-1, or RT-1	Front: 25' Side: 25' unless abutting RZ-1, R-3, R-5 or any commercial district Rear: 25'
	Building Height	2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines	No building shall exceed in height the shortest distance from Building to nearest boundary of a Residential District	2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by single-unit residential dwellings and commercial uses.

Case Number: 2023-0099

Yes No See Comments

COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form includes small, suburban lots with one to two-story dwellings on site parking and moderate intensity commercial uses with associated parking along Ringgold Road.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

There are no concerns regarding location, lighting, or height.

Zoning Request for 1438 N. Smith Street (Parcel 169L-K-001.01)

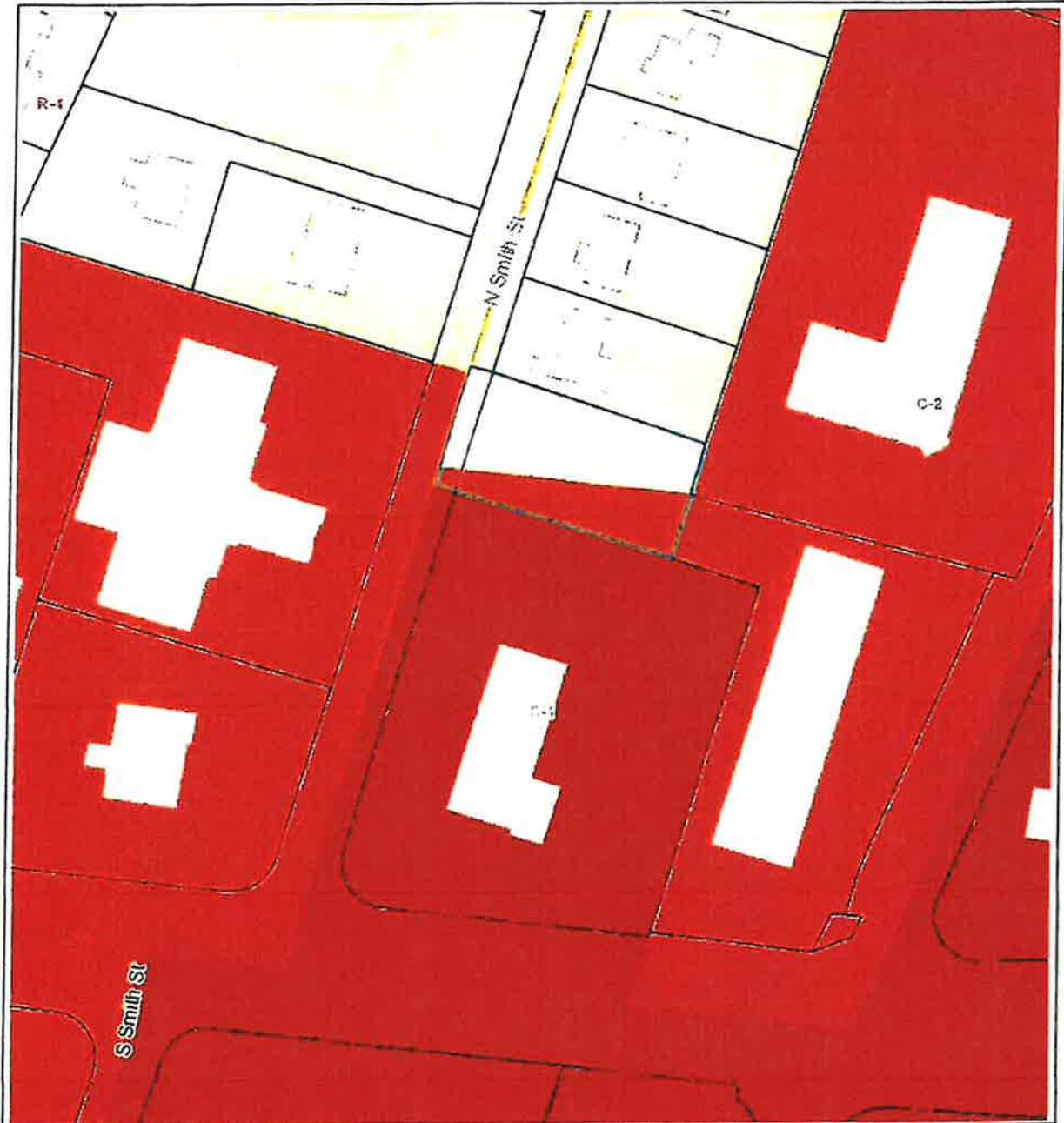
Narrative

The property owner of 1438 N. Smith Street in the City of East Ridge, TN (Parcel 169L-K-001.01) proposes to rezone the property from R-1 and C-1 to RT-1.

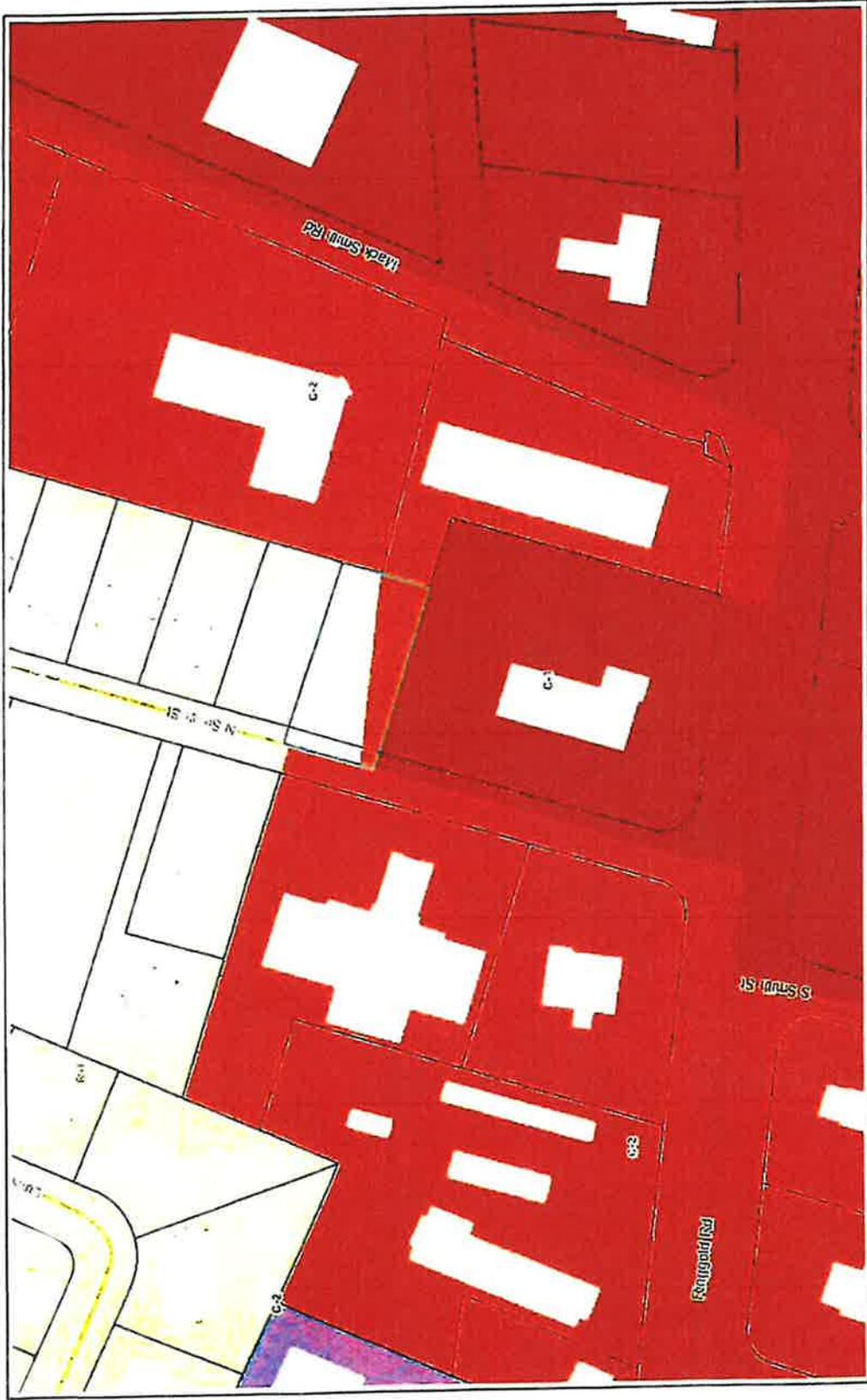
The purpose of this request is for a proposed 4-unit townhome development.

The existing split R-1 and C-1 zone classification is not compatible as it does not allow townhomes. The proposed RT-1 zone classification does allow the proposed townhome use and density.

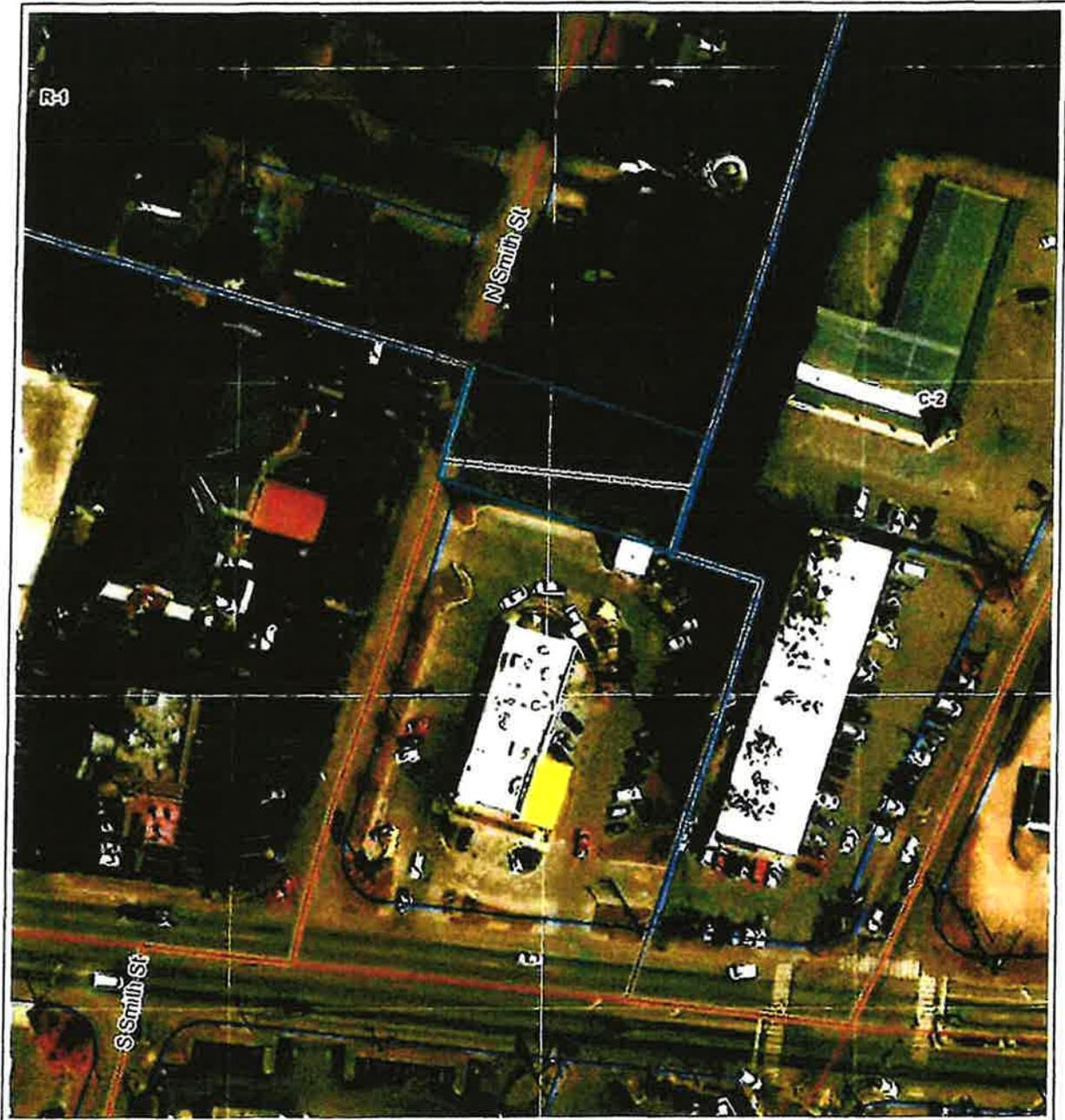
2023-0099 Rezoning from R-1 & C-1 to RT-1



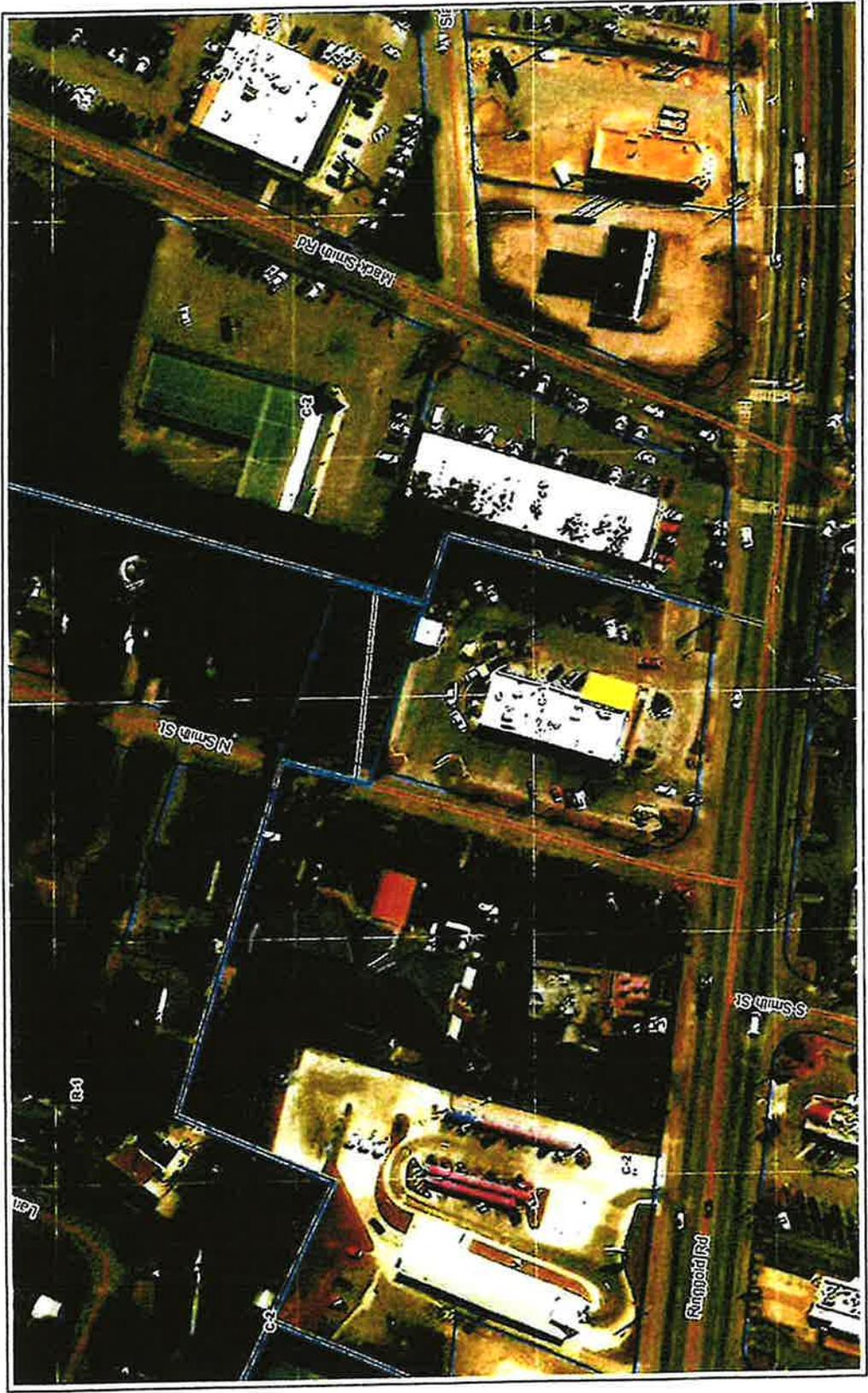
2023-0099 Rezoning from R-1 & C-1 to RT-1



2023-0099 Rezoning from R-1 & C-1 to RT-1

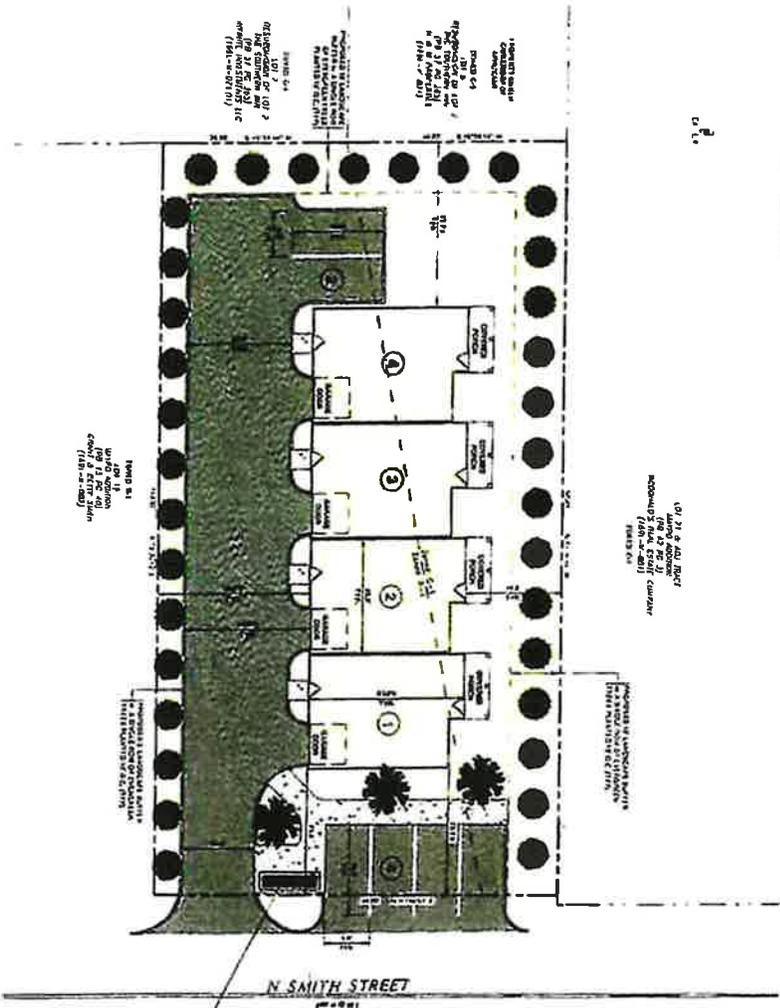


2023-0099 Rezoning from R-1 & C-1 to RT-1



DISCLAIMER

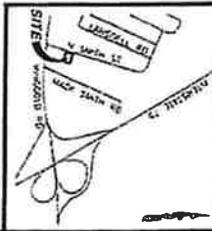
The plan is intended as a guide for the proposed site plan. It is not intended to be a contract. The client is responsible for providing all necessary information and for obtaining all necessary permits. The engineer is not responsible for the accuracy of the information provided by the client. The engineer is not responsible for the accuracy of the information provided by the client. The engineer is not responsible for the accuracy of the information provided by the client.



Preliminary Site Plan
 BUILDING PLAN

SITE ANALYSIS

PROJECT NO.	11188
DATE	11/18/11
CLIENT	N & R PROPERTIES
PROJECT NAME	1438 N. SMITH STREET
PROJECT LOCATION	CHATTANOOGA, TN
PROJECT TYPE	COMMERCIAL
PROJECT STATUS	PRELIMINARY
PROJECT OWNER	N & R PROPERTIES
PROJECT ARCHITECT	MAP ENGINEERS, LLC
PROJECT ENGINEER	MAP ENGINEERS, LLC
PROJECT SURVEYOR	MAP ENGINEERS, LLC
PROJECT LANDSCAPE ARCHITECT	MAP ENGINEERS, LLC
PROJECT CIVIL ENGINEER	MAP ENGINEERS, LLC
PROJECT ELECTRICAL ENGINEER	MAP ENGINEERS, LLC
PROJECT MECHANICAL ENGINEER	MAP ENGINEERS, LLC
PROJECT PLUMBING ENGINEER	MAP ENGINEERS, LLC
PROJECT STRUCTURAL ENGINEER	MAP ENGINEERS, LLC
PROJECT TRAFFIC ENGINEER	MAP ENGINEERS, LLC
PROJECT ENVIRONMENTAL ENGINEER	MAP ENGINEERS, LLC
PROJECT HISTORIC PRESERVATION ENGINEER	MAP ENGINEERS, LLC
PROJECT OTHER ENGINEER	MAP ENGINEERS, LLC



<p>PRELIMINARY SITE PLAN</p> <p>IN VENTORY</p> <p>DATE: 11/18/11</p> <p>PROJECT NO.: 11188</p> <p>PROJECT NAME: 1438 N. SMITH STREET</p> <p>PROJECT LOCATION: CHATTANOOGA, TN</p> <p>PROJECT TYPE: COMMERCIAL</p> <p>PROJECT STATUS: PRELIMINARY</p> <p>PROJECT OWNER: N & R PROPERTIES</p> <p>PROJECT ARCHITECT: MAP ENGINEERS, LLC</p> <p>PROJECT ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT SURVEYOR: MAP ENGINEERS, LLC</p> <p>PROJECT LANDSCAPE ARCHITECT: MAP ENGINEERS, LLC</p> <p>PROJECT CIVIL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT ELECTRICAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT MECHANICAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT PLUMBING ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT STRUCTURAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT TRAFFIC ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT ENVIRONMENTAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT HISTORIC PRESERVATION ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT OTHER ENGINEER: MAP ENGINEERS, LLC</p>	<p>1438 N. Smith Street</p> <p>FOR:</p> <p>N & R PROPERTIES</p> <p>7443 COMMONS BLVD, SUITE 102</p> <p>CHATTANOOGA, TN 37421</p>	<p>MAP ENGINEERS LLC</p> <p>CELEBRATING 27 YEARS</p> <p>11188 N. CHATTANOOGA STREET, SUITE 102, CHATTANOOGA, TN 37421</p> <p>TEL: 423-263-1111</p> <p>FAX: 423-263-1112</p> <p>WWW.MAPENGINEERS.COM</p>	<p>SCALE</p> <p>1" = 10'</p> <p>0 10 20 30</p>
	<p>DATE: 11/18/11</p> <p>PROJECT NO.: 11188</p> <p>PROJECT NAME: 1438 N. SMITH STREET</p> <p>PROJECT LOCATION: CHATTANOOGA, TN</p> <p>PROJECT TYPE: COMMERCIAL</p> <p>PROJECT STATUS: PRELIMINARY</p> <p>PROJECT OWNER: N & R PROPERTIES</p> <p>PROJECT ARCHITECT: MAP ENGINEERS, LLC</p> <p>PROJECT ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT SURVEYOR: MAP ENGINEERS, LLC</p> <p>PROJECT LANDSCAPE ARCHITECT: MAP ENGINEERS, LLC</p> <p>PROJECT CIVIL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT ELECTRICAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT MECHANICAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT PLUMBING ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT STRUCTURAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT TRAFFIC ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT ENVIRONMENTAL ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT HISTORIC PRESERVATION ENGINEER: MAP ENGINEERS, LLC</p> <p>PROJECT OTHER ENGINEER: MAP ENGINEERS, LLC</p>		



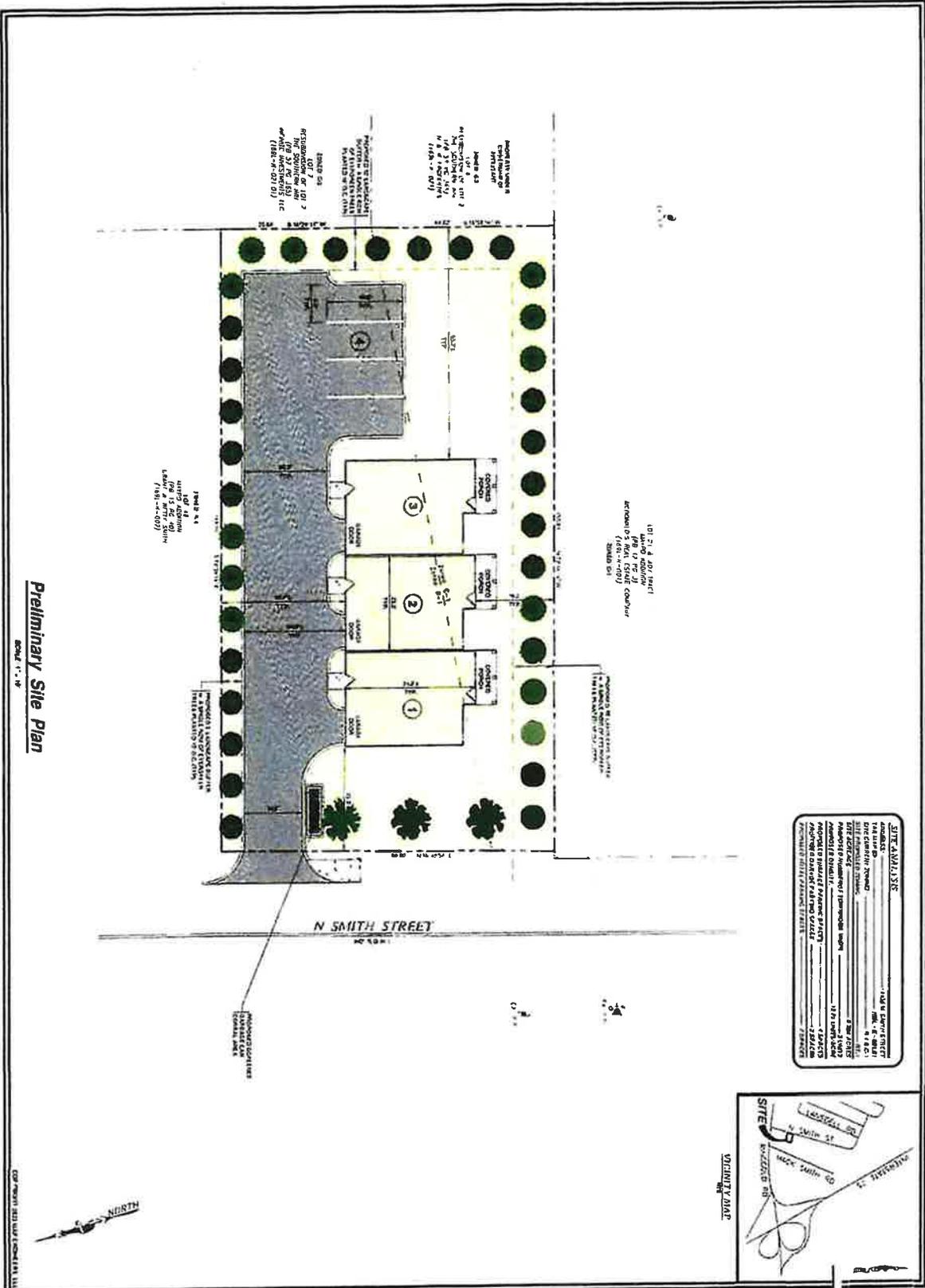
ZONING NOTICE

Case No. 2023-099 Applicant: N&R Properties

Before the Chattanooga Hamilton County Regional Planning Commission
To request rezoning of this property.

From: Q/R1 To: B T 1

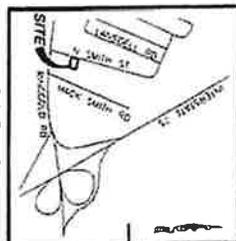
East Ridge Planning Commission
City Hall, 1517 Landrum Avenue,
Chattanooga, TN 37403
(423) 892-7711



Preliminary Site Plan

Sheet 1 - 18

SITE ANALYSIS	1438 N. SMITH STREET
TRACT NO.	1438 N. SMITH STREET
LOCAL ZONING	COMMERCIAL
STATE ZONING	COMMERCIAL
PLANNING COMMISSION	APPROVED
PLANNING BOARD	APPROVED
PLANNING COMMISSION	APPROVED
PLANNING BOARD	APPROVED
PLANNING COMMISSION	APPROVED
PLANNING BOARD	APPROVED



<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	DESCRIPTION							<p>PRELIMINARY SITE PLAN</p>	<p>1438 N. Smith Street FOR: N & R PROPERTIES 7443 COMMONS BLVD, SUITE 102 CHATTANOOGA, TN 37421</p>	<p>MAP ENGINEERS L.L.C. CELEBRATING 27 YEARS</p> <p>Scale: 1" = 20'</p>	<p>DATE: 10/15/2014 BY: [Signature] CHECKED BY: [Signature]</p>
	NO.	DATE	DESCRIPTION										
<p>CLIENT: N & R PROPERTIES PROJECT: 1438 N. SMITH STREET DATE: 10/15/2014 SCALE: 1" = 20'</p>													

ORDINANCE NO. 1196

**AGENDA MEMORANDUM
BUDGET AMENDMENT**

August 10, 2023

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

SUBJECT:

T. C. A. §6-56-208 allows the governing body of a municipality to amend the annual budget ordinance in the same manner as any other ordinance may be amended. I am requesting that Council amend the annual budget ordinance due to the arrival of the 2022 Dual Steer International Automated Side Load Body that was ordered 03/04/22 with the approval of Council on 02/22/2022. Due to supply chain issues caused during the Covid 19 Pandemic, the new truck was delivered to the City on 08/02/2023.

ORDINANCE NO. 1196

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2024 OPERATING BUDGET, ORDINANCE NO. 11, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS

WHEREAS, Ordinance No. 1186 provided for the revenue for the City of East Ridge, Tennessee, for the fiscal year July 1, 2023 to June 30, 2024 and appropriated such revenue for the payment of expenses of the municipal government, and made certain other provisions with respect to the financial operation of the City of East Ridge, and

WHEREAS, it is necessary and appropriate that said Ordinance No. 1194 be amended by changing the revenues and expenditures of various funds; and

WHEREAS, T.C.A. §6-56-208 allows the governing body of a municipality to amend the annual budget ordinance in the same manner as any other ordinance may be amended; and

WHEREAS, the Council finds that the proposed budget amendment is for legitimate municipal purposes and consistent with applicable law; and

WHEREAS, the Council has general authority to adopt an ordinance relative to the management and control of the finances of the municipality that is for the good of the government, protection of its citizens, and necessary and proper for carrying out the power granted to the Council pursuant to applicable law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that pursuant to the Municipal Budget Law of 1982, as amended and codified at Tennessee Code Annotated §6-56-201 *et seq.*, Ordinance No. 1194 is and the same hereby shall be amended as follows:

Solid Waste Fund	Budget	Amendment	Final
Revenues			
Use of Fund Balance	0	266,000	266,000
Total Budget (Amended)	1,640,979	266,000	1,906,979
Expenditures			
Capital Purchase	0	266,000	266,000
Total Budget (Amended)	1,640,979	266,000	1,906,979

BE IT FURTHER ORDAINED, that to the extent required, a true and correct copy of this ordinance showing the approved budget amendments shall be filed with the applicable agency or entity as required by law.

BE IT FURTHER ORDAINED, that if any section, clause, provision, or portion of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision, or portion of this Ordinance.

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

Approved on first reading _____, 2023

Approved on second reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

ORDINANCE NO. 1189

AGENDA MEMORANDUM

Amend Municipal Zoning Ordinance

481

Date: August 24, 2023

Submitted by:

Michael Howell, Chief Building Official

SUBJECT:

On June 5, 2023, Building Department Staff requested the East Ridge Planning Commission to review and discuss amending the parking requirements for Hotels/Motels located within the following zoning districts; C-1 Commercial Tourism District, C-2 General Commercial District, and C-4 Planned Commerce Center District.

Currently, the C-1 and C-2 districts require 1.25 parking spaces per room, while the C-4 district requires 1.5 parking spaces per room. The amendment would reduce the parking requirements from 1.25 and 1.5 parking spaces per room to 1 parking space per room (1 to 1).

The East Ridge Planning Commission approved the request to move forward to the city council for review.

Ordinance 481 Zoning districts requested to be amended as follows:

Article V, Section 1100 - C-1 – Commercial Tourism District, Section 1108 - Minimum off-street parking and loading space requirements, Subsection A

Article V, Section 1200 - C-2 – General Commercial District, Section 1207 - Minimum off-street parking and loading space requirements, Subsection A

Article V, Section 1400 – C-4 Planned Commerce Center District, Section 1409 - Minimum off-street parking and loading space requirements, Subsection A

ORDINANCE NO. 1189

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL
TO AMEND THE EAST RIDGE ZONING ORDINANCE
NO. 481, RELATIVE TO PARKING REQUIREMENTS
FOR HOTELS/MOTELS LOCATED WITHIN CERTAIN
COMMERCIAL DISTRICTS**

WHEREAS, the City of East Ridge Zoning Ordinance No. 481 established parking requirements within various commercial zones in the City that pertain to hotels and motels as follows:

- Article V, Section 1100 – C-1 – Commercial Tourism District, Section 1108, Subsection A – currently requires 1.25 parking spaces per room
- Article V, Section 1200 – C-2 General Commercial District Section 1207, Subsection A – currently requires 1.25 parking spaces per room
- Article V, Section 1400 – C-4 Planned Commerce Center District, Section 1409, Subsection A – currently requires 1.5 parking spaces per room;

and

WHEREAS, the Building Department Staff is requesting that the parking requirements in the Commercial Zones listed above be amended to reflect that only one (1) parking space per room would be required; and

WHEREAS, the East Ridge Planning Commission approved the request on June 5, 2023, to amend Zoning Ordinance No. 481 to reflect these changes and move the request forward to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that Zoning Ordinance No. 481 relative to parking requirements for commercial zones that pertain to hotels and motels be amended as follows:

- Article V, Section 1100 – C-1 Commercial Tourism District, Section 1108, Subsection A – amend to require one (1) parking space per room
- Article V, Section 1200 – C-2 General Commercial District, Section 1207, Subsection A – amend to require one (1) parking space per room
- Article V, Section 1400 – C-4 Planned Commerce Center District, Section 1409, Subsection A – amend to require one (1) parking space per room

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately after its passage, the public welfare of the city requiring it.

Passed on first reading _____

Passed on second reading _____

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to form:

Mark W. Litchford, City Attorney

AGENDA MEMORANDUM
N. MACK SMITH ROAD WIDENING PROJECT

August 24, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City has acquired and closed on all the right-of-way (ROW) properties necessary for the widening of N. Mack Smith Road except the property of the East Ridge Retirement Center (Tract 1 and 2 owned by L H Mack Smith Road LLC).

The negotiator for the ROW acquisition of Tracts 3 through 9 made the last best offer (LBO) to the owner's representative of Tract 1 on June 15, 2023. The negotiator has never received a response to the LBO, nor has he received a counteroffer.

Mayor Brian Williams and I met with the owner's representative of Track 1 on August 4, 2023 to hear his conceptual redesign of the North Mack Smith Road widening plan; most significantly as it relates to Tract 1 (retirement complex). His plan basically calls for shifting the roadway in front of Tract 1 to the east approximately 10 feet, thus taking additional ROW from Tract 3 (Budgetel) and tightening the curve. The plan entails a new design and road alignment adjacent to Track 1, as follows: a 4-lane roadway in front of Track 1 all the way to the entrance to The Gateway Development; a 9-foot grass island in front of the retirement complex and a 9-foot grass island around the curve in the roadway; and the elimination of a corner of the community center in the retirement complex building. This redesign could preliminarily cost an additional \$320,000 in ROW acquisition (Tracks 2,3, and 4), per ASA Engineering (number based on the estimated additional square footage and the previously appraised square foot cost), on top of the dollars that have already been spent for ROW acquisition on the other tracks, plus the ROW acquisition costs for Tract 1, and the cost of taking out the corner of the retirement complex.

The City has spent a lot of time and dollars on the design and redesign of this road widening project. What the City has lost the most in this extended process is time. A viable alternative to move this road project forward now, and refrain from additional costs associated with ROW acquisition, would be for the City to instruct ASA Engineering to: (1) finalize the construction and bid documents for the North Mack Smith Road widening project from Ringgold Road to the north property line of the Fairfield Inn and Suites, and continue the roadway from that point to the entrance to The Gateway Development within the existing City ROW; and thereafter, (2) authorize the formal bidding of the project.

JSM/

RESOLUTION NO. 3427

AGENDA MEMORANDUM

**East Ridge Parks & Recreation Plan
Kimley Horn Professional Services Agreement**

August 24, 2023

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

The Economic and Community Development department in partnership with East Ridge Parks and Recreation department is asking for the approval from the Mayor and Council on the Professional Services Agreement between Kimley Horn and the City of East Ridge in the amount of \$26,800.

The City of East Ridge published a Request for Qualifications on May 16, 2023, to create a new Parks and Recreation plan, and accepted packets until June 22, 2023. Upon receiving all RFQs, City Administration reviewed all documents and interviewed the top scoring firms for final qualifications and questions. Staff recommends Kimley Horn and Associates for the design and implementation of the new 5-year Parks and Recreation plan.

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

Task 1 – Project Management and Meetings

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

Task 2 – Existing Conditions and Needs Assessment

This task Review Existing Plan Kimley-Horn will review the City's existing parks master plan. A summary of key points from these previous plans will be noted in the Master Plan report as they pertain to this project.

Task 3 – Program Assessment

Kimley-Horn will review a consolidated list of the City's existing programs and events provided by City staff. Kimley-Horn will analyze the age segment distribution and lifecycle analysis as required by TDEC. This data will be provided in the final Master Plan report.

Task 4 – Implementation Plan

Kimley-Horn will refine and organize the needs identified in the tasks above into a series of actionable recommendations that will be organized into short, mid, and long-term goals.

Task 5 – Master Plan Report

Kimley-Horn will prepare a summary master plan report detailing the findings and recommendations of the project and compile the important documents and deliverables from the tasks above. The report will consist of graphics, tabular formats where feasible, and summary text that documents the process of the plan development. A draft plan document will be submitted to City staff for review and comment for a thirty (30) day review period. Once a consolidated set of comments are received from the City, Kimley-Horn will address these comments and revise the document. The final document will then be submitted to the City in digital PDF format.

Task 6 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Town requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Additional analysis beyond the scope that is outlined above
- Additional design beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Others as requested by the Client

The current Parks and Recreation plan will expire at the end of the calendar year 2023.

RESOLUTION NO. 3427

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR OR HIS DESIGNEE TO
ENTER INTO A PROFESSIONAL SERVICES AGREEMENT
WITH KIMLEY HORN AND ASSOCIATES FOR THE
DESIGN AND IMPLEMENTATION OF A FIVE-YEAR
PARKS AND RECREATION PLAN**

WHEREAS, the City's current Five-Year Parks and Recreation Plan will expire at the end of calendar year 2023; and

WHEREAS, on May 16, 2023, the City advertised for Request for Qualifications ("RFQ") to create a new Parks and Recreation Plan and accepted packets until June 22, 2023; and

WHEREAS, City Administration staff reviewed all documents and interviewed the top scoring firms for final qualifications; and

WHEREAS, staff recommends that the City enter into a professional services agreement with Kimley Horn and Associates for the design and implementation of a five-year parks and recreation plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor or his designee is authorized to enter into a professional services agreement with Kimley Horn and Associates for the design and implementation of a five-year parks and recreation plan.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

August 16, 2023

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

**RE: Professional Services Agreement
Systemwide Parks and Recreation Master Plan
East Ridge, Tennessee**

Dear Mr. McAllister:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of East Ridge, Tennessee ("Client") for providing professional consulting services for the above referenced project.

Project Understanding

The City of East Ridge's existing parks master plan expires at the end of 2023 and desires to complete an update before the expiration. The Plan will evaluate current recreational facilities and amenities in order to develop needs and goals with achievable strategies for the City to begin implementing. This plan will create a roadmap for the park system over the next 10 years and meet the requirements of the Tennessee Department of Environment and Conservation's (TDEC) Local Parks and Recreation Fund (LPRF) grant.

Scope of Services

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

Task 1 – Project Management and Meetings

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

Task 1.1 – Trip One

Kimley-Horn will make an initial trip to East Ridge in order to complete these items:

- A. *Park Site Visits* – Kimley-Horn will visit the City's existing three (3) parks to document existing facilities and conditions. Written notes and photographs will document the existing facilities.
- B. *SWOT Workshop* – Kimley-Horn will facilitate one (1) meeting with the stakeholders identified by the City to collect their input on the strengths, weaknesses, opportunities, and threats of the

City's park system. This will meet TDEC's requirement for the Strengths Weakness Opportunities Threat (SWOT) Analysis.

Task 1.2 – Trip Two

Kimley-Horn will make a second trip to East Ridge in order to complete this item:

- A. *Fall Festival* – Kimley-Horn will attend the Fall Festival to gather public survey responses on tablets and printed copies.

Task 1.3 – Trip Three

Kimley-Horn will make a third trip to East Ridge in order to complete these items:

- A. *Public Open House* – Kimley-Horn will facilitate one (1) public engagement open house meeting to gather input on the final draft of the plan as required by TDEC.
- B. *Stakeholder Input* – Kimley-Horn will facilitate one (1) meeting with stakeholders to gather input on the final draft of the plan.

Task 2 – Existing Conditions and Needs Assessment

Task 2.1 – Review Existing Plan

Kimley-Horn will review the City's existing parks master plan. A brief summary of key points from these previous plans will be noted in the Master Plan report as they pertain to this project.

Task 2.2 – Needs Assessment Survey

Kimley-Horn will create a needs assessment survey that will consist of up to twenty (20) questions for citizens to provide public input for this project. This survey will be provided in an online format via Survey Monkey as well as a printed version. Kimley-Horn will provide an executive summary of the survey methodology, a description of major findings, and charts to depict highlights of the results as a section in the Master Plan report.

Task 2.3 – Evaluate Existing Park Facilities

Kimley-Horn will visit up to three (3) existing City park facilities in Task 1.1 above. From that data, Kimley-Horn will provide facility assessments that will consist of facility name, existing photos, list of amenities with condition, and recommendations separated into short and long-term needs. Facility assessments will be provided for the following facilities:

- Camp Jordan Park
- East Ridge Municipal Complex
- Springvale Park

Task 3 – Program Assessment

Kimley-Horn will review a consolidated list of the City's existing programs and events provided by City staff. Kimley-Horn will analyze the age segment distribution and lifecycle analysis as required by TDEC. This data will be provided in the final Master Plan report.

Task 4 – Implementation Plan

Kimley-Horn will refine and organize the needs identified in the tasks above into a series of actionable recommendations that will be organized into short, mid, and long-term goals.

Task 5 – Master Plan Report

Kimley-Horn will prepare a summary master plan report detailing the findings and recommendations of the project and compile the important documents and deliverables from the tasks above. The report will consist of graphics, tabular formats where feasible, and summary text that documents the process of the plan development.

A draft plan document will be submitted to City staff for review and comment for a thirty (30) day review period. Once a consolidated set of comments are received from the City, Kimley-Horn will address these comments and revise the document. The final document will then be submitted to the City in digital PDF format.

Task 6 – Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Town requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings beyond those outlined in the above scope
- Additional analysis beyond the scope that is outlined above
- Additional design beyond the scope that is outlined above
- Additional site visits beyond those outlined in the above scope
- Others as requested by the Client

Schedule

We will provide our services as expeditiously as practicable.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-5 for the total lump sum fee below.

Project Total \$ 26,800

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

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard

Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of East Ridge, Tennessee.

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

____ Please email all invoices to _____

____ Please copy _____

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Alisha Eley, PLA
Project Manager

Attachment – Standard Provisions

Agreed to this _____ day of _____, 2023.

CITY OF EAST RIDGE, TENNESSEE

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
 - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant

harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

RESOLUTION 3428

AGENDA MEMORANDUM
CITY ECONOMIC DEVELOPMENT GRANT AGREEMENT
CITY OF EAST RIDGE, EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD and
COMMUNITY BUILDERS, LLC AND STERLING HOLDINGS, LLC

August 24, 2023

Submitted By:


J. Scott Miller, City Manager

BACKGROUND:

The City of East Ridge and the East Ridge Industrial Development Board (IDB) entered into an Economic Development Grant Agreement dated March 10, 2022 whereby the Developer (Community Builders, LLC and Sterling Holdings, LLC) requested of the City to submit an Economic Development Appropriation Grant Application to the State of Tennessee requesting a direct appropriation grant of \$13 million payable to the IDB; whereby the funds would be used to fund approved infrastructure expenses of the Developer. The grant that was ultimately approved by the State was \$5 million.

Pursuant to Article IV, Section 1, Developer's Acknowledgement, of the Agreement, "the grant is to support the Developer's infrastructure improvements of Phase I necessary to support economic development of the Project, including, but not limited to, sewers, water supply systems, utility extensions, streets, traffic control devices, and wastewater collection and treatment systems."

Pursuant to Article IV, Section 6, Release of Grant Funds, of the Agreement, payment of the grant (\$5 million) is made to the Developer upon the satisfaction of the construction milestone completion schedule in the amounts indicated as follows: first payment in the amount of 50%; second payment in the amount of 25%; and final payment in the amount of 25%. The City has to date made the first and the second payments to the Developer. For your information the City and the IDB are intitled to receive 1% of the grant funds for administrative purposes.

SUBJECT:

Attached hereto please find a letter from Kenny Custer, Star Community Builders, requesting of the City two modifications to the Economic Development Grant Agreement, as follows:

- The deletion of Section 6(c)(i) within said agreement to allow the Developer to receive the final reimbursement of 25% upon receipt and review of the certified expenditures. Please see the attached section of the agreement.

RESOLUTION NO. 3428

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MODIFICATION OF THE ECONOMIC DEVELOPMENT GRANT AGREEMENT BETWEEN THE CITY OF EAST RIDGE AND THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD (“IDB”), AND COMMUNITY BUILDERS, LLC AND STERLING HOLDINGS, LLC

WHEREAS, in March 2022, the City of East Ridge and the IDB entered into an Economic Development Grant Agreement whereby the Developer, Community Builders, LLC and Sterling Holdings, LLC requested the City submit an application to the State of Tennessee for a \$13 million grant, payable to the IDB, to be used for infrastructure expenses for a development more generally known as the Chattanooga Red Wolves Development; and

WHEREAS, the grant that was ultimately approved by the State was \$5 million; and

WHEREAS, the City has been contacted by a representative of the developer who is requesting two modifications to the Economic Development Grant Agreement as follows:

- The deletion of Section 6(c)(i) within said agreement to allow the Developer to receive the final reimbursement of 25% upon receipt and review of the certified expenditures.
- The total amount of grant funds to be modified from \$13 million to \$5 million, the actual amount of the grant received from the State of Tennessee

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the Economic Development Grant Agreement between the City of East Ridge and the East Ridge IDB, and Community Builders, LLC and Sterling Holdings, LLC is hereby modified per motion and approval by the Council.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare 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



STAR COMMUNITY
BUILDERS
2720 Homestead Road, Suite 200
Park City, Utah 84098

City Manager Scott Miller
1517 Tombras Avenue
East Ridge, Tennessee 37412

**Re: Gateway Project Phase I (East Ridge, Tennessee)
Economic Development Appropriation Grant**

Dear City Manager Miller,

In 2022, the City, together with the IDB, entered into an Economic Development Grant Agreement (“Agreement”) with Star Community Builders, LLC and Sterling Holdings, LLC (collectively the “Developer”). In connection with the Agreement, the City submitted to the State of Tennessee an Economic Development Appropriation Grant Application seeking a direct appropriation of \$13,000,000.00 to assist the Developer with public infrastructure improvements for Phase I of the Gateway development. As you are aware, the City received a direct appropriation of \$5,000,000.00.

Section Six of the Agreement contains three phases for payouts to the Developer, the first two of which have been satisfied and paid in accordance with the Agreement. As of the date of this correspondence, the investment has exceeded \$46,000,000. Overall, Phase I is anticipated to amount to an investment in excess of \$140,000,000 to complete the full buildout, which will include 200 residential units and approximately 100,000SF of mixed-use commercial. Other major investments include a hotel site, public parking garage, roads, green space, and specialty uses.

The Development’s investment in public infrastructure improvements has far exceeded \$5,000,000 as of the date of this correspondence and we have received two payments totaling \$3,750,000. Pursuant to Section 6(c), the final payment of 25% is eligible for issuance provided the Developer’s cost equals or exceeds the total amount of the grant funds, coupled with substantial completion of Phase I infrastructure. While we are very encouraged by the Gateway’s progress and anticipate completion of Phase I in the near future, we are requesting that the City agree to modify Section 6(c) by removing subsection (i.) within the Development Agreement to allow us to receive the final reimbursement of 25% upon receipt and review of the certified expenditures. We would also prefer an amendment to reflect total the total of grant funds received from \$13,000,000 to \$5,000,000

We have appreciated the City’s support for the Gateway Development and welcome any consideration the City would approve in amending the Agreement to allow for the final payment of the remaining grant funds when certified and approved. We look forward to the continued partnership that will make the Gateway Development a great success.

Sincerely,

Kenny Custer

Star Community Builders

CITY ECONOMIC DEVELOPMENT GRANT AGREEMENT

This City Economic Development Grant Agreement ("Agreement") is made and entered into as of the 10th day of March, 2022 (the "Effective Date") by and between the City of East Ridge, Tennessee, a Tennessee municipal corporation organized under the laws of the State of Tennessee, (the "City"), the East Ridge Industrial Development Board (the "IDB"), a public nonprofit corporation organized under T.C.A. § 7-53-101 *et seq.* and STAR COMMUNITY BUILDERS, LLC ("Star Community"), a Utah limited liability company, and STERLING HOLDINGS, LLC ("Sterling Holdings"), a Utah limited liability company (for convenience purposes, Star Community and Sterling Holdings will collectively be referred to herein in the singular as "Developer"). Developer, IDB and the City may be referred to herein from time to time as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Article II, Section 24 of the Tennessee Constitution expressly authorizes the appropriation of public funds, provided such appropriations are made pursuant to applicable law.

WHEREAS, pursuant to T.C.A. § 7-53-101 *et seq.* (the "IDB Act"), the IDB is authorized to, among other things, finance, maintain and increase employment opportunities, and increase and otherwise promote the development of industry, trade, commerce, tourism, and recreation to locate in or remain in the State of Tennessee; and

WHEREAS, the Legislature has vested such IDB corporations with all powers that may be necessary to accomplish such purposes, including assisting, securing and retaining of private enterprises and the resulting maintenance of a higher level of employment and economic activity and stability; and

WHEREAS, pursuant to T.C.A. § 7-53-302, the IDB may undertake a economic development project which includes the provision of direct grants for land, building and infrastructure and the power to donate any or all revenues or receipts of the corporation whenever its board finds that such action will be in furtherance of the IDB's purposes; and

WHEREAS, the Sterling Holdings is the owner of an approximate 60-acre tract of property identified as Tax Map No. 169E-D-008 (the "Property") located in the boundaries of the City generally known as the Gateway, and Star Community has proposed to develop the Property for a variety of mixed uses, including the construction of a stadium for professional sporting and spectator events, retail space, hotels, residences, and associated infrastructure (hereinafter called the "Project") which upon completion will be in the form generally depicted in Exhibit A hereto and incorporated herein by reference; and

WHEREAS, completion of Phase I will involve the Developer investing in excess of \$140 million in land, buildings, and capital improvements in Tennessee, and is expected to result in the creation of at least 1,000 new full-time and part-time jobs for Tennesseans; and

WHEREAS, it is believed the Project will generate significant sales tax revenues, ad valorem property tax revenues, and hotel-motel tax revenues, along with creating employment

opportunities and encouraging further future commercial and economic development within the City as well as Hamilton County; and

WHEREAS, the City and the IDB have determined that Developer's improvement of the Project will be beneficial to the growth, economic well-being, and quality of life in the City as well as Hamilton County; and

WHEREAS, the Developer has requested the City to submit to the State of Tennessee (the "State") an Economic Development Appropriation Grant Application (the "Grant") requesting a direct appropriation grant of \$13.0 million payable to the IDB as part of the State's budget for the fiscal year beginning July 1, 2022; and

WHEREAS, pursuant to T.C.A. § 6-54-118, the City is authorized to appropriate funds to the IDB for purposes of economic development.

WHEREAS, the proceeds received from the Grant would be appropriated to the IDB and subsequently used to fund approved infrastructure expenses of the Developer necessary to support economic development of the Project, such infrastructure being defined in T.C.A. § 9-23-102(16); and

WHEREAS, the City and IDB value the Developer as a distinguished and important corporate citizen and wish to support the Development through the proceeds received from the Grant; and

WHEREAS, in exchange for receiving the Grant proceeds, the City's and IDB's commitments herein, and to ensure that the benefits of the Grant are utilized in a manner consistent with applicable law, the Developer has agreed to comply with certain conditions and deliver certain performances, including full completion of Phase I in accordance with the terms and conditions set forth herein; and

WHEREAS, the City, IDB, and Developer wish to enter into this agreement confirming certain mutually agreed commitments, conditions, requirements and obligations that shall govern both the City, the IDB, and Developer throughout the completion of Phase I of the Project; and

WHEREAS, the City and IDB believe it is in the best interest to enter into this Agreement for the reasons set forth above.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and subject to applicable laws of the State of Tennessee, the parties hereby enter into the following Development Agreement.

ARTICLE I
INCORPORATION OF RECITALS AND FINDINGS OF THE CITY AND IDB

1. **Incorporation of Recitals.** For the reasons set forth in the Recitals hereto, which Recitals are an integral part of this Agreement and incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate and support the construction of the

commencement or progress of its obligations hereunder by matters that are not reasonably within the control of the Developer, including without limitation access to materials and labor, weather events or natural disasters, pandemic-related restrictions or shutdowns, or market conditions including the unavailability of reasonable financing for Developer's obligations hereunder, then the time for performance under this Agreement by the Developer shall be extended as long as necessary to remedy the limiting condition, or such specific period of time as may be mutually agreed by the Parties.

5. **Limitation of Payment Obligations.** Other than the proceeds received from the Grant, nothing in this Agreement shall be construed as requiring the IDB or the City to construct or pay for any of the Infrastructure Improvements of the Project. Additionally, the Developer acknowledges and covenants that no use of Grant Funds intended to support the Developer pursuant to this Agreement shall be a violation or evasion of any Grant requirements.

6. **Release of Grant Funds.** The Parties agree that any Grant Funds received by the City and allocated to the IDB are subject to withholding of 1.0% ("Administrative Withholding") of the total amount of Grant Funds to reimburse the City and IDB for all administrative and professional costs and expenses incurred in connection with applying for, preparing, and administering said Grant for the Infrastructure Improvements. With respect to all remaining Grant Funds and subject to the terms and conditions in this Agreement, such amounts shall be paid to Star Community Builders, LLC upon the satisfaction of the following construction milestone completion schedule in the amounts indicated herein below:

a. **First Payment.** Fifty percent (50%) of the Grant Funds to Star Community Builders, LLC, within ten (10) business days following receipt of the Grant Funds from the State provided, however, the following conditions are satisfied:

- i. Developer, together with Developer's Engineer, furnishes invoices or other substantiating documentation evidencing that the Developer's actual costs incurred for already completed Infrastructure Improvements in Phase I amounts to not less than fifty percent (50%) of the remaining Grant Funds;
- ii. Developer certifies that none of the costs identified in Section 6(a)(i) have been submitted for reimbursement under the Border Region Act;
- iii. Developer delivers to the IDB evidence that all mechanics' liens, if any, have been paid or discharged; and
- iv. Developer is in material compliance with all provisions and requirements of this Agreement and that all materials for which the payment is being disbursed to Developer have been delivered to and remain on the Project in Phase I.

b. **Second Payment.** Twenty-Five percent (25%) of the Grant Funds to Star Community Builders, LLC, provided the following conditions are satisfied:

- i. Developer, together with Developer's Engineer, furnishes invoices or other substantiating documentation evidencing that the Developer has actual costs that were incurred after the Effective Date of this Agreement equal to the monetary value of Twenty-Five percent (25%) of the Grant Funds for Infrastructure Improvements completed in Phase I;
 - ii. Developer certifies that none of the costs identified in Section 6(b)(i) have been submitted for reimbursement under the Border Region Act.
 - iii. Developer delivers to the IDB evidence that all mechanics' liens, if any, have been paid or discharged; and
 - iv. Developer is in material compliance with all provisions and requirements of this Agreement and that all materials for which the payment is being disbursed to Developer have been delivered to and remain on the Project in Phase I.
- c. **Final Payment.** Twenty-Five percent (25%) of the Grant Funds to Star Community Builders, LLC, provided the following conditions are satisfied:

- i. A receipt from the Developer's Engineer of a certificate stating that to the best of the Engineer's knowledge, information and belief, the Infrastructure Improvements are satisfactorily completed in their entirety in Phase I of the Project;
- ii. Developer, together with Developer's Engineer, furnishes invoices or other substantiating documentation evidencing that the Developer's actual costs incurred for unreimbursed completed Infrastructure Improvements in Phase I amount to the monetary equivalent of Twenty-Five percent (25%) of the Grant Funds;
- iii. Developer certifies that none of the costs identified in Section 6(c)(ii) have been submitted for reimbursement under the Border Region Act;
- iv. Developer delivers to the IDB evidence that all mechanics' liens, if any, have been paid or discharged; and
- v. Developer is in material compliance with all provisions and requirements of this Agreement and that all materials for which the payment is being disbursed to Developer have been delivered to and remain on the Project in Phase I.

7. **Verification of Infrastructure Improvement Expenses.** The Parties acknowledge that the IDB will reimburse Developer only for the cost and expenses of Infrastructure Improvements in Phase I in accordance with the Construction Documents. Upon reasonable request of the City or the IDB, Developer shall without unreasonable delay furnish other supporting expense documentation incurred in connection with the Infrastructure Improvements. In the event any

RESOLUTION NO. 3429

AGENDA MEMORANDUM

Animal Services Portable Radio Purchase

Date: 8/24/2024

Submitted by:

Clint Uselton, Police Chief

SUBJECT:

East Ridge Animal Services is requesting permission to purchase two Motorola portable radios from Motorola Solutions. The radios may be purchased through the statewide contract listing #424 at a cost of \$11,014.32. This amount was included in the budget.

Attachment: Motorola Quote

RESOLUTION NO. 3429

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE TWO (2) PORTABLE RADIOS FROM MOTOROLA SOLUTIONS FOR THE EAST RIDGE ANIMAL SERVICES DEPARTMENT THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #424, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, the East Ridge Police Animal Services is in need of two (2) portable radios; and

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

WHEREAS, the statewide contract price for two (2) Motorola radios from Motorola Solutions, is \$11,014.32.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is authorized to purchase and execute all documents necessary to purchase two (2) portable radios from Motorola Solutions at a cost of \$11,014.32, through the Department of General Services Statewide Contract Listing #424, pursuant to TCA 12-3-1201(b).

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

Adopted this _____ day of _____ 2023

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3430

**AGENDA MEMORANDUM
N.B. Forrest Camp No.3
Sons of Confederate Veterans**

August 24, 2023

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

N.B. Forrest Camp No.3 Sons of Confederate Veterans has requested use of East Ridge Community Center for a monthly meeting the 4th Thursday of each month. The meeting would run from 5:45pm-8:30pm.

Staff recommends waiving the fees for the Community Center as the group is a 501c3.

SS

RESOLUTION NO. 3430

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF THE COMMUNITY CENTER BY SONS OF CONFEDERATE VETERANS N.B. FORREST CAMP NO. 3 FOR THEIR MONTHLY MEETINGS

WHEREAS, Sons of Confederate Veterans N.B Forrest Camp No. 3 is requesting the City Council waive the fee for use of the Community Center for their monthly meetings; and

WHEREAS, N.B. Forrest Camp No. 3 is a 501(c)(3) tax-exempt organization.

NOW, THEREFORE, BE IT RESOLVED BY THE EAST RIDGE CITY COUNCIL, that the fee for use of the Community Center by Sons of Confederate Veterans N.B Forrest Camp No. 3 for their monthly meetings is hereby waived.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3431

AGENDA MEMORANDUM
PARKS AND REC TRUCK REQUEST

AUGUST 24, 2023

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Rec Department is requesting Council approval for a price increase on the new 2023 Ford F-150 4x2 service truck previously approved on July 27, 2023 by Resolution No. 3410. Since placing the order with Lonnie Cobb Ford, they have received an update on what Ford is producing which will include a price increase of \$2,575.00.

Increased fees for what Ford has in production are as follows:

- Engine 2.7L V6 Eco Boost – Additional \$1,285.00
- XL Chrome Appearance package – Additional \$395.00
- Mini LED lightbar – Additional \$895.00

Attached is the new updated price quote from Lonnie Cobb Ford.

SS

RESOLUTION NO. 3431

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AMENDING RESOLUTION NO. 3410 TO ALLOW FOR A
PRICE INCREASE ON A VEHICLE PREVIOUSLY
APPROVED FOR PURCHASE BY THE CITY COUNCIL**

WHEREAS, the City Council approved Resolution No. 3410 on July 27, 2023 authorizing the purchase of one (1) 2023 Ford F-150 4x2 truck for the Parks and Recreation Department at a cost of \$31,315; and

WHEREAS, since approval of Resolution No. 3410, Ford Motor Company has increased the price of various equipment by \$2,575.00 for a total cost of \$33,890.00; and

WHEREAS, staff is requesting approval to pay the additional \$2,575.00 to allow for the price increase of the vehicle.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that Resolution No. 3410 is hereby amended to authorize the City Manager or his designee to pay an additional \$2,575.00 for one (1) 2023 Ford F-150 4x2 truck to allow for the price increase from Ford Motor Company.

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

Adopted this _____ day of _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

SWC 209
Lonnie Cobb Ford contract # 75347

2023 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 365



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 08/15/2023





Prepared by: STEVEN BLACKSTOCK
08/15/2023

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

2023 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 365

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

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



Prepared by: STEVEN BLACKSTOCK
08/15/2023

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

2023 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 365

As Configured Vehicle

Code	Description	MSRP
F1C	Base Vehicle Price (F1C)	\$34,585.00
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail. - Tires: 245/70R17 BSW A/S - Radio: AM/FM Stereo w/4 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	-\$750.00
99P	Engine: 2.7L V6 EcoBoost <i>Includes auto start-stop technology.</i> <i>Includes:</i> - GVWR: 6,050 lb Payload Package	\$1,285.00
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery and trail.</i>	Included
XL9	Electronic Locking w/3.55 Axle Ratio	\$470.00
NONGV	GVWR: 6,050 lb Payload Package	Included
STDTR	Tires: 245/70R17 BSW A/S	Included
64F	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
122WB	122" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/4 Speakers <i>Includes auxiliary audio input jack.</i> <i>Includes:</i> - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.	Included
86A	XL Chrome Appearance Package - Option Discount <i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Chrome Front & Rear Bumpers	\$895.00 -\$500.00

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



Prepared by: STEVEN BLACKSTOCK

08/15/2023

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

2023 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 365

As Configured Vehicle (cont'd)

Code	Description	MSRP
	- Fog Lamps w/Black Bezels	
53B	Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995). 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i>	\$315.00
595	Fog Lamps w/Black Bezels	Included
17C	Chrome Front & Rear Bumpers Requires valid FIN code.	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50 State Emissions	STD
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
4 leds	Front and rear LED's <i>(2) LED's mounted to front grill LED strip under tailgate</i>	\$825.00
toolbox	toolbox <i>diamond plate cross box toolbox</i>	\$595.00
spray in bedlin	spray in bedliner	\$595.00
mlb	mini led lightbar <i>Mini LED Amber Lightbar</i>	\$895.00
SUBTOTAL		\$39,210.00
Destination Charge		\$1,995.00
TOTAL		\$41,205.00

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



Prepared by: STEVEN BLACKSTOCK

08/15/2023

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

2023 F-150 4x2 Regular Cab 6.5' box 122" WB XL (F1C)

Price Level: 365

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$34,585.00
Options	\$1,715.00
Colors	\$0.00
Upfitting	\$2,910.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
Subtotal	\$41,205.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$7,315.00
Total		\$33,890.00

Customer Signature

Acceptance Date

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

AGENDA MEMORANDUM

REZONE

1026 Greens Lake Road

From R-1 Residential District to R-3 Residential Apartment District

Date: September 14th, 2023

Submitted by:


Michael Howell, Chief Building Official

SUBJECT:

On August 7th, 2023, Allen Jones with Stone Creek Consulting petitioned the East Ridge Planning Commission to rezone the parcel found at 1026 Greens Lake Road (Tax Map ID#168E-N-015) from R-1 Residential District to R-3 Residential Apartment District.

The existing four-unit apartment building is a legal but non-conforming use to the R-1 Residential District, rezoning from R-1 Residential to R-3 Residential Apartment District would make the existing building conforming.

The East Ridge Planning Commission approved the request to rezone. The applicant has requested the rezoning case move forward to the city council for review.

AGENDA MEMORANDUM

SRO Grant

Date: 9/14/2023

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

ERPD is requesting permission to enter into a contract with the Tennessee Department of Safety and Homeland Security accepting up to \$300,000.00 for the Statewide School Resource Officer Grant Program.

Attachment: Grant Contract



ENDOWMENT GRANT CONTRACT

Begin Date July 01, 2023	End Date June 30, 2024	Agency Tracking # 34901-01482	Edison ID 79157		
Public Chapter 418	Bill # HB1545	Section 54	Item 1-127		
Grantee Legal Entity Name East Ridge Police Department			Edison Vendor ID 2874		
Service Caption (one line only) Statewide School Resource Officer (SRO) Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$300,000.00				\$300,000.00
TOTAL:	\$300,000.00				\$300,000.00
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian		<input type="checkbox"/> Hispanic <input type="checkbox"/> Native American		<input type="checkbox"/> Female	
<input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business		<input checked="" type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged			
<input type="checkbox"/> Other:					
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive selection					
<input checked="" type="checkbox"/> Non-competitive selection			Pursuant to and in accordance with PC 418 of the 113th Tennessee General Assembly, the funding is available for all K-12 public and public charter schools that complete the required documentation to receive a grant contract and funding for one (1) School Resource Officer per school per year, subject to funds availability.		
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - EG</i>	
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
EAST RIDGE POLICE DEPARTMENT**

This Grant Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and East Ridge Police Department, hereinafter referred to as the "Grantee," is for the provision of Statewide School Resource Officer (SRO) Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Tennessee
Grantee Edison Vendor ID # 2874

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Background. The State received funding through Public Chapter 418 of the 113th Tennessee General Assembly for the Statewide School Resource Office (SRO) Grant Program. The State conducted an application process to award grant funding to eligible law enforcement agencies which have the responsibility to provide SROs to K-12 public and/or public charter schools within their jurisdiction.
- A.3. Availability of and Eligibility for Funding.
- a. The State shall make grant funds available to a local law enforcement agency after the local law enforcement agency presents to the State an executed memorandum of understanding (MOU) between the agency and the local education agency (LEA) or the public charter school, pursuant to which the local law enforcement agency shall provide one (1) full-time SRO to every school in the LEA or to a public charter school. The MOU shall be in the form prescribed by the State.
 - b. Local law enforcement agencies are eligible to apply for funding in the amount of seventy-five thousand dollars and zero cents (\$75,000.00) per year, per SRO, per school for which they are responsible for providing SRO services to. Funding shall not be awarded for more than one (1) SRO per K-12 public or public charter school and shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00) per year.
- A.4. Use of Funds. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment).
- A.5. Certification and Training of SROs. As set forth in the MOU between the law enforcement entity and the LEA or the public charter school, in addition to other requirements, an SRO must be Peace Officer and Training Standards Commission (POST) certified and a sworn officer of a law enforcement agency within the jurisdiction of the K-12 public school or public charter school community being served. SROs are also required to receive forty (40) hours of specialized training within the first year of being hired or assigned to a K-12 public school or public charter school, whichever is earlier. Annually thereafter, the SRO must obtain sixteen (16) hours of training specific to SRO duties in addition to the twenty-four (24) hours of POST-certified training.
- A.6. Documentation, Records, and Reports. In addition to the requirements for documentation, records, and reports contained in this Contract in Sections C.4. (Expenditures and Accounting) C.6. (Prerequisite Documentation), D.15. (Records), D.17. (Progress Reports), and D.18. (Annual and Final Reports), the Grantee shall submit quarterly information to the State in the following format:
- a. The number of LEAs and public charter schools that have executed an MOU with a law enforcement agency as part of the program.

- b. The number of LEAs and public charter schools that have executed an MOU with a law enforcement agency as part of the program and have been provided a full-time SRO.
- c. The percentage of public elementary schools that have an executed MOU and the percentage of those that have been provided a full-time SRO.
- d. The percentage of public secondary schools that have an executed MOU and the percentage of those that have been provided a full-time SRO.
- e. The number of SROs assigned to each school and the name of each SRO assigned to each school.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:

- a. This Grant Contract with any attachments.
- b. The Grantee's application for this grant funding.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 01, 2023 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars (\$300,000.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
 - a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant 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 pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Tennessee Office of Homeland Security
 ATTN: Statewide SRO Grant Program
 Tennessee Department of Safety and Homeland Security
 Tennessee Tower – 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
 Email Address: homeland.security@tn.gov
 Telephone #: 615-295-5059

The Grantee:

Cameron McAllister, East Ridge Development Administrator
 East Ridge Police Department
 1517 Tonbras Ave.
 East Ridge, Tennessee 37412
 Email Address: cmcallister@eastridgetn.gov
 Telephone #: 423-805-3823
 FAX #: 423-867-3819

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.

- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454**
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this

agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.25. Completeness. This Grant 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 Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.26. Severability. If any terms and conditions of this Grant 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 Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant 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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State

reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

E3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

IN WITNESS WHEREOF,

EAST RIDGE POLICE DEPARTMENT:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

AGENDA MEMORANDUM

Information Technology Services agreement with Hamilton County

Date: 9/14/2023

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

ERPD is requesting permission to enter into a contract with the Hamilton County Government to provide Information Technology Services for one year at a cost of \$5,128.00. This will allow ERPD to access historical information stored on the report management system previously used by ERPD.

Attachment: Contract

**AGREEMENT REGARDING PROVISION OF INFORMATION TECHNOLOGY SERVICES BETWEEN
EAST RIDGE, TENNESSEE, HAMILTON COUNTY, AND THE HAMILTON COUNTY SHERIFF'S OFFICE**

This Agreement is made this the 14th day of September, 2023, by and between the City of East Ridge ("East Ridge"), Hamilton County, Tennessee ("Hamilton County"), and the Hamilton County Sheriff's Office ("HCSO").

For good and valuable consideration, East Ridge, Hamilton County and the HCSO do hereby agree as follows:

I.

The Term of this Agreement shall be for one (1) year and shall commence on July 1, 2023 ("Effective Date"), and expire on June 30th, 2024 ("Expiration Date").

II.

The HCSO will provide East Ridge with the following services (hereinafter collectively referred to as the "Information Technology Services"):

- 1.) Working with East Ridge Police Department to establish a Wide Area Connection to the Central Square System hosted by the HCSO ("Central Square");
- 2.) Providing "train the trainer" instruction to the East Ridge trainer concerning the use of the Central Square application as reasonably needed from time to time;
- 3.) Fielding support calls at any time, and at all times, from East Ridge Police Department computer users in order to intervene with Central Square to resolve any issues with the software; provided, however, that the HCSO will not "debug" issues with East Ridge Police Department computers except as needed to assist with the operation of the Central Square software; for example, reinstalling the operating system, reinstalling software, repairing hardware, etc.;
- 4.) Coordinating between East Ridge and Central Square all software upgrades, to include communication with the East Ridge Police Department concerning downtime and any refresher training needed; and
- 5.) Maintaining a server environment that meets the specifications needed to operate the software, as determined by the responsible IT director of the HCSO.

III.

The obligations of East Ridge are:

- 1.) Providing computers and any necessary related equipment that will satisfy the specifications for the operation of the Central Square software;

- 2.) Maintaining all account requirements of Central Square for software maintenance fees related to the licenses allocated to East Ridge;
- 3.) Purchasing and maintaining the wide area network connection that is necessary to maintain a connection with the HCSO hosted system;
- 4.) Name an RMS administrator that will be the Liaison for issues submitted to the Hamilton County Sheriff's Office Helpdesk;
- 5.) Submit issues via the helpdesk phone line (423-209-7024) or electronic mail helpdesk@hcsheriff.gov; and
- 6.) Provide trainer(s) to support the train the trainer model.

IV.

Except as otherwise provided in **Article V** below, the HCSO and/or Hamilton County agree to be responsible for the payment of all salary, taxes, insurance, and the provision of all equipment, necessary for the Information Technology Services provided under this Agreement.

V.

East Ridge agrees to pay jointly to the Hamilton County Sheriff's Office and Hamilton County the sum of five thousand one hundred twenty eight dollars (\$5,128.00) for the provision of Information Technology Services during the twelve (12) month period of this Agreement. Within ninety (90) days of the Effective Date, the HCSO shall forward an invoice for payment to East Ridge. East Ridge shall have thirty (30) days from receipt of the invoice to make the payment. For the twelve (12) month period of the Agreement, the HCSO shall submit an invoice within the first ninety (90) days and East Ridge shall have thirty (30) days from receipt of the invoice to make the payment. The payment is reimbursement for the salary and benefits paid by the HCSO and Hamilton County for providing Information Technology Services to East Ridge (hereinafter referred to as "Annual Technology Services Compensation").

VI.

The City of East Ridge represents and warrants that it has the authority to enter into this Agreement and that this Agreement has been duly noted and approved by the City Mayor.

VII.

The Sheriff, on behalf of the HCSO, does hereby consent to the terms and provisions of this Agreement as evidenced by his signature below.

VIII.

Hamilton County represents and warrants that this Agreement has been duly noted and approved by resolution and does hereby state that the HCSO is authorized to enter into this Agreement and to provide the Information Technology Services.

IX.

At the end of the Term (June 30th, 2024) this Agreement shall end.

X.

The HCSO, Hamilton County, or East Ridge may terminate this Agreement for any reason by providing one hundred and twenty (120) days' written notice prior to such intended termination. During such one hundred and twenty (120) day period, the terms of this Agreement will continue to govern the relationship among the parties. Payments by East Ridge shall continue to be calculated and due pursuant to Article V of this agreement, pending any termination.

XI.

This Agreement may be executed by each of the parties hereto by separate counterparts with the same effect as if all parties hereto executed the same counterpart. Each such counterpart shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

[Signature page to follow]

**EXECUTION PAGE TO AGREEMENT REGARDING PROVISION OF INFORMATION TECHNOLOGY SERVICES
BETWEEN THE CITY OF EAST RIDGE, TENNESSEE, HAMILTON COUNTY, TENNESSEE AND THE
HAMILTON COUNTY SHERIFF'S OFFICE**

MAYOR OF HAMILTON COUNTY, TENNESSEE

Weston Wamp

MAYOR OF EAST RIDGE, TENNESSEE

Brian Williams

SHERIFF OF HAMILTON COUNTY, TENNESSEE

Austin Garrett

POLICE CHIEF OF EAST RIDGE, TENNESSEE

Clint Uselton

The City of East Ridge Contract Information

Yearly Amount:	\$5,128.00
Dates of Agreement:	July 1, 2023 through June 30, 2024
HCSO Chief of Staff:	Ron Bernard
Assistant County Attorney:	R. Dee Hobbs

AGENDA MEMORANDUM
East Ridge Baseball/Softball Field Renovation
September 14, 2023

Submitted By:

Shawna Skiles
Shawna Skiles, Parks and Recreation Director

SUBJECT:

The City of East Ridge Parks and Recreation Department will open sealed bids for the Parks and Recreation Department for the renovations to our baseball-softball fields for fields 1-4 located at 323 Camp Jordan Park Way, East Ridge, TN 37412. Bids will be opened Wednesday, August 30, 2023. This is a budgeted item.

Staff will present all bids to Council at the September 14th Council meeting for final approval.

SS