

RESOLUTION NO. 3436

AGENDA MEMORANDUM

**Information Technology Services
Agreement with Hamilton County and
the Hamilton County Sheriff's Office**

Date: 9/14/2023

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department is requesting that the City enter into an agreement with Hamilton County and the Hamilton County Sheriff's Office to provide Information Technology Services to the City for the term of one year at a cost of \$5,128.00. This will allow ERPD to access historical information stored on the records management system previously used by ERPD.

Attachment: Contract

RESOLUTION NO. 3436

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE HAMILTON COUNTY AND THE
HAMILTON COUNTY SHERIFF'S OFFICE ("HCSO") TO
PROVIDE INFORMATION TECHNOLOGY ("IT")
SERVICES TO THE CITY OF EAST RIDGE**

WHEREAS, at times it is necessary for the East Ridge Police Department ("ERPD") to be able to access historical information stored on the records management system previously used by ERPD; and

WHEREAS, Hamilton County and the HCSO provided an agreement to the City for IT services which will enable the Police Department to access these records; and

WHEREAS, the cost for Hamilton County and HCSO to provide these services for a term of one year is \$5,128.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor is hereby authorized to execute the attached Agreement with Hamilton County and the HCSO to provide IT Services to the City for a one-year term at a cost of \$5,128.00.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

**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, re-installing 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@hcsheiff.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

RESOLUTION NO. 3437

AGENDA MEMORANDUM

**Tennessee Law Enforcement Hiring,
Training and Recruitment Program Grant**

Date: 09/14/2023

Submitted by:

Chief Clint Uselton

Name, Title

SUBJECT:

The East Ridge Police Department would like to submit a grant to the State of Tennessee Department of Commerce and Insurance Hiring, Training, and Recruitment Program. This grant does not require matching funds and can provide up to \$40,000 per year for the next five years for recruitment and retention. The grant provides for varying levels of payment to experienced officers and non-experienced officers choosing to join ERPD and meeting certain benchmarks for longevity with the department.

Staff is also requesting approval of the contract with the State of Tennessee pending the award of the grant to the City.

Attachment: Grant Contract

RESOLUTION NO. 3437

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPLY FOR A GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE THROUGH THE TENNESSEE LAW ENFORCEMENT HIRING, TRAINING, AND RECRUITMENT PROGRAM, AND TO APPROVE THE CONTRACT PENDING THE AWARD OF THE GRANT TO THE CITY

WHEREAS, the City of East Ridge Police Department is requesting approval to apply for a grant from the Tennessee Department of Commerce and Insurance through the Tennessee Law Enforcement Hiring, Training, and Recruitment Program; and

WHEREAS, the grant provides varying incentives to experienced and non-experienced officers choosing to join the East Ridge Police Department who meet certain benchmarks for longevity with the department; and

WHEREAS, the grant will provide an amount up to \$40,000 per year for the next five years for recruitment and retention of police officers and does not require a matching amount from the City; and

WHEREAS, staff is also requesting approval of the contract pending the award of the grant to the City.

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 apply for the Tennessee Law Enforcement Hiring, Training, and Recruitment Program Grant in an amount up to \$40,000 per year for the next five years for recruitment and retention of police officers.

BE IT FURTHER RESOLVED that the contract for the grant is hereby approved pending the award of the grant to the City.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date October 2, 2023	End Date March 7, 2028	Agency Tracking # 33501-2425150	Edison ID Non-Edison Contract 77833-88
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Grantee Legal Entity Name City of East Ridge	Edison Vendor ID 0000002874
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Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	Assistance Listing Number
	Grantee's fiscal year end

Service Caption (one line only)
Grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024	\$40,000.00				\$40,000.00
2025	\$40,000.00				\$40,000.00
2026	\$40,000.00				\$40,000.00
2027	\$40,000.00				\$40,000.00
2028	\$40,000.00				\$40,000.00
TOTAL:	\$200,000.00				\$200,000.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	This contract resulted from a competitive procurement pursuant to authority delegated by the Central Procurement Office in accordance with Tenn. Comp. R. & Regs. 0690-03-01-.04.
<input type="checkbox"/> Non-competitive Selection	

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 - GG</i>
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Speed Chart (optional)	Account Code (optional)
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
CITY OF EAST RIDGE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" or the "Grantor State Agency" and the City of East Ridge, hereinafter referred to as the "Grantee", is for the provision of grant funds for Tennessee Law Enforcement Hiring, Training and Recruitment Program to Tennessee law enforcement agencies to award hiring and retention bonuses, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002874

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. The Grantee shall remain in compliance with Peace Officer Standards and Training (POST) Commission rules for local law enforcement agencies throughout the duration of this contract found at <https://publications.tnsosfiles.com/rules/1110/1110.htm>.
- A.3. Definitions. For purposes of this Grant Contract, definitions shall be as follows and as set forth in the Contract:
- a. "Eligible Officer" means an Experienced Officer or a No Previous Certified Experience Officer hired by a local law enforcement agency in Tennessee after May 1, 2023. An Eligible Officer cannot have previously surrendered a certification in any state, have been decertified by the POST Commission or equivalent in any state in the United States, or have been decertified as a result of a court order by any state or federal court.
 - b. "Experienced Officer" means:
 - i. a law enforcement officer who has been POST-certified in Tennessee with a break in service as a law enforcement officer of more than one (1) year but less than seven (7) years; or
 - ii. a law enforcement officer who has been POST-certified or the equivalent POST-certification from any state in the United States, other than Tennessee, with a break in service of less than seven (7) years.
 - c. "Longevity Milestone" means, for an Experienced Officer, the time periods of six (6) months, twelve (12) months, twenty-four (24) months, or thirty-six (36) months the Eligible Officer serves on the Grantee's active roster. "Longevity Milestone" shall have the same definition for a No Previous Experience Officer except that it does not include six (6) months.
 - d. "No Previous Certified Experience Officer" means a law enforcement officer who has never been certified in Tennessee, or the equivalent in any state in the United States, or a previously certified officer with a break in law enforcement service of seven (7) years or more.
- A.4. The Grantee shall submit appropriate documentation to claim funds, subject to availability, pursuant to paragraph C.5. to the State to request the bonus payment amount corresponding to an Eligible Officer's status as either an Experienced Officer or a No Experience Officer and the applicable Longevity Period as set out in paragraph C.3. for any Eligible Officer hired by Grantee on or after May 1, 2023. The Grantee must send the request for payment within sixty (60) days, or a longer time as approved in writing by the State, of the Eligible Officer reaching a Longevity Milestone. Longevity Milestones will be calculated from the date on which the Eligible Officer was added to the Grantee's active roster after becoming an Eligible Officer and, as such, will vary by Eligible

Officer. The Grantee may request funds under this Grant Contract to make one (1) payment to each Eligible Officer for each of the Longevity Milestones that the Eligible Officer reaches.

A.4.a. The Grantee shall distribute the funds remitted by the State pursuant to paragraph A.4, without reduction, as a bonus payment to the Eligible Officer for whom the funds were requested within thirty (30) days of the Grantee's receipt of the funds.

A.4.b. The Grantee shall verify at the time of submitting a claim and certify to the State that the Eligible Officer has, as required by POST rules, completed basic training, transition school or its approved equivalent, in-service training, or a combination.

A.4.c. The Grantee shall submit a claim form for a bonus payment only for an Eligible Officer who is an Experienced Officer or a No Previous Certified Experience Officer at the time of hire by the Grantee on or after May 1, 2023.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on October 2, 2023 ("Effective Date") and ending on March 7, 2028, ("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 Two Hundred Thousand dollars (\$200,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Periodic Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. The amount set out in the Recruitment/Retention Payout Schedule, below, for each Eligible Officer who has reached a Longevity Milestone shall be paid to the Grantee in advance upon approval by the State of a request received pursuant to paragraph A.3. The total of said payments shall not exceed the maximum liability of this Grant Contract.

Recruitment/Retention Payout Schedule					
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below				
	6 Months	12 Months	24 Months	36 Months	Total Bonus
Category 1 Officers – Experienced	\$1,000	\$3,000	\$3,000	\$3,000	\$10,000
Category 2 Officers – No Previous Certified Experience		\$3,000	\$2,500	\$2,500	\$8,000

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

C.5. Invoice Requirements. The Grantee shall submit a Cost Sharing- Recruitment Grant Invoice, attached and incorporated as Attachment B, to the State no more often than monthly but at least once a quarter, with all necessary supporting documentation, and present such to:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

a. Each Cost Sharing- Recruitment Grant Invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Grantee Name.
- (2) Name and Signature of the Grantee's Chief.
- (3) The Invoice Date.
- (4) The following for each Eligible Officer for whom a claim is being made under this Grant Contract:
 - i. Officer Name;
 - ii. Officer PSID;
 - iii. If the officer is an Experienced Officer or No Previous Experience Officer;
 - iv. The officer's start date with Grantee on Grantee's active roster;
 - v. The date on which the officer met a Longevity Milestone; and
 - vi. The Longevity Milestone that the officer has met.

b. The Grantee understands and agrees to all of the following:

- (1) Any claim under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

c. Upon receipt of the completed Cost Sharing- Recruitment Grant Invoice from the Grantee, the State will complete the following information on the invoice:

- (1) Grantee's Edison ID;
- (2) Contract Number (assigned by the State);
- (3) Invoice Number (assigned by the State);
- (4) The number of Eligible Officers approved as meeting each Longevity Milestone by category (Experienced Officer or No Experience Officer); and
- (5) Grantee's mailing address as set out in paragraph D.8. or as otherwise agreed in writing by the parties.

C.6. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.7. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.8. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.9. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.10. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.11. 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.12. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "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. The Grantee shall be responsible for maintaining and submitting the 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 Grant 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, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this 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 Grant 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 of Lobbying Activities," 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:

William "Chip" Kain, Executive Secretary
POST Commission
3025 Lebanon Pike
TN Law Enforcement Training Academy
Nashville, TN 37214
William.kain@tn.gov

The Grantee:

Ashley Hewitt, Lieutenant
City of East Ridge/East Ridge Police Department
4214 Ringgold Road
East Ridge, TN 37412
ahewitt@eastridgetn.gov
Telephone # (423) 867-3718

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 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. The Grantee shall also 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 eleven inches (11") in height and seventeen inches (17") 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 in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract 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. 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. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C Notice of Audit.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. 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 Grant Contract is not a waiver or relinquishment of any 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.22. 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.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. 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, workaroud 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.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. 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.29. 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.30. 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 agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. 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 shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. 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.35. 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.

**IN WITNESS WHEREOF,
CITY OF EAST RIDGE:**

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

CARTER LAWRENCE, COMMISSIONER

DATE

ATTACHMENT A

GRANT BUDGET				
<p>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</p> <p>Applicable Period: BEGIN: October 2, 2023 END: March 7, 2028</p>				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
4, 15	Professional Fee, Grant & Award ²	\$200,000.00	\$200,000.00	\$200,000.00
25	GRAND TOTAL	\$200,000.00	\$200,000.00	\$200,000.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*, (posted on the Internet at: <https://www.tn.gov/finance/looking-for/policies.htm>).

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant payments to Grantee to make bonus payments to Eligible Officers	\$200,000.00
TOTAL	\$200,000.00

ATTACHMENT B



Tennessee Law Enforcement Hiring, Training, and Recruitment Program
 Cost Sharing- Recruitment Grant Invoice



Complete for each officer who met the designated benchmarks and anniversary dates.
 Attach additional copies or a spreadsheet if necessary.

Officer Name	Officer PSID	Category (Experienced or No Previous Experience)	Start Date	Anniversary Date	Anniversary Period (6,12,24 or 36)

Name of Law Enforcement Agency: _____
 Print Name of Chief: _____ Date: _____
 Signature of Chief: _____

For Internal Use Only:

Grantee Edison ID:		Contract No.:					Invoice No.:
Recruitment/Retention Category	Payment Upon Completion of Longevity Period/Anniversary Below					Date sent to Fiscal:	
	6 Months	12 Months	24 Months	36 Months	Total Bonus		
Category 1 Officers – Experienced	_____ \$1,000	_____ \$3,000	_____ \$3,000	_____ \$3,000		Grantee Mailing Address:	
Category 2 Officers – No Previous Certified Experience		_____ \$3,000	_____ \$2,500	_____ \$2,500		Total Amount to be Paid:	

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. **The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.**

- City of East Ridge is subject to an audit for fiscal year #.
- City of East Ridge is not subject to an audit for fiscal year #.

Grantee's Edison Vendor ID Number: 0000002874

Grantee's fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds a. Funds passed through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

RESOLUTION NO. 3438

AGENDA MEMORANDUM

Violent Crime Intervention Fund

Date: 09/14/2023

Submitted by:

Chief Clint Uselton

Name, Title

SUBJECT:

The East Ridge Police Department would like to accept a grant from the State of Tennessee Office of Criminal Justice Program Violent Crime Intervention Fund. The grant is for three years and will be for up to \$190,762.00. This grant requires no matching funds from the city. The grant funds will be used to purchase various items of equipment and technology used to combat violent crime and will be available on October 1, 2023.

RESOLUTION NO. 3438

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ACCEPT A GRANT FROM THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAM VIOLENT CRIME INTERVENTION FUND FOR PURCHASE OF EQUIPMENT AND TECHNOLOGY TO HELP COMBAT VIOLENT CRIME IN THE CITY, AND TO APPROVE THE CONTRACT FOR THE GRANT WITH THE STATE OF TENNESSEE

WHEREAS, the City of East Ridge Police Department was awarded a grant from the Tennessee Office of Criminal Justice Program Violent Crime Intervention Fund; and

WHEREAS, the grant will be used to purchase equipment and technology to help combat violent crime in the City; and

WHEREAS, the grant is in an amount up to \$190,762.00 with no matching funds from the City; and

WHEREAS, staff is also requesting approval of the contract with the State of Tennessee for the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the Mayor, or his designee, is authorized accept the grant from the Tennessee Office of Criminal Justice Program Violent Crime Intervention Fund in an amount up to \$190,762.00 with no matching funds from the City.

BE IT FURTHER RESOLVED that the contract with the State of Tennessee for the grant is hereby approved.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3439

AGENDA MEMORANDUM

**Tennessee American Water
Firefighter Support Grant FY24**

September 14, 2023

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

The Economic & Community Development Department is asking for the approval from the Mayor and Council to accept the FY24 Tennessee American Water Firefighter Support Grant in the amount of \$1,000.

East Ridge Fire Rescue submitted an application on July 5, 2023, requesting grant funds to assist in purchasing swift water gear to replace pieces of worn gear used during emergency events and training.

Tennessee American Water contacted the City on August 21, 2023, in support of the application by awarding the department \$1,000 towards this budgeted purchase.

RESOLUTION NO. 3439

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL TO ACCEPT THE TENNESSEE AMERICAN
WATER FIREFIGHTER SUPPORT GRANT**

WHEREAS, the City of East Ridge submitted an application in July 2023 to Tennessee American Water requesting grant funds to assist in purchasing swift water gear to replace worn gear used during emergency events and training; and

WHEREAS, in August 2023, the City was awarded the grant in the amount of \$1,000; and

WHEREAS, the Economic and Community Development Department is asking for approval from the Mayor and Council to accept the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, that the Mayor, or his designee, is authorized to accept the Tennessee American Water Firefighter Support Grant to purchase swift water gear to help replace worn gear.

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 to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3440

**AGENDA MEMORANDUM
PROPERTY CLEAN-UP**

September 6, 2023

Submitted By:

Michael Howell

Michael Howell, Chief Building Official

SUBJECT:

The Building and Codes Department accepted sealed bids from experienced land clearing and excavating services contractors to conduct a full clean-up of the property, located at 0 Spring Creek Road, Parcel ID 169C B 024. The bid packet was sent to 2 different companies.

We opened bids at 2:00 pm on Tuesday September 5, 2023, with the following bid(s) received:

Freedom Rolloff, LLC	\$44,900.00
----------------------	-------------

East Ridge Building and Codes recommends we move forward with the bid received from Freedom Rolloff, LLC in the bid amount of \$44,900.00. This project will be paid for with the funds from the Slum Clearance line item that is budgeted for \$75,000.00. The cost of the clean-up will be at the owner's expense and a lien will be placed against the property to secure all costs of the clean-up and any administration or legal fees. Once the contract is signed, this project has a 60-day completion time.

MH

RESOLUTION NO. 3440

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR CLEAN-UP OF PROPERTY LOCATED AT 0 SPRING CREEK ROAD

WHEREAS, the City of East Ridge advertised for bids from experienced land clearing and excavating services contractors to conduct a full clean-up of property located at 0 Spring Creek Road; and

WHEREAS, one bid was received, opened, and publicly read on September 5, 2023, at 2:00 pm as follows:

Freedom Rolloff, LLC	\$44,900.00
----------------------	-------------

and;

WHEREAS, City staff has maintained a file with all bid(s) received; and

WHEREAS, after review of the bids, City staff recommends the bid for a full clean-up of property located at 0 Spring Creek Road be awarded to Freedom Rolloff, LLC in the amount of \$44,900.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the bid for full clean-up of property located at 0 Spring Creek Road be awarded to Freedom Rolloff, LLC in the amount of \$44,900.

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 to Form:

Mark W. Litchford, City Attorney



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Department of Building & Codes

September 6, 2023

ATTACHMENT A

The property located at 0 Spring Creek Road, Parcel ID 169C B 024 has been a problem property for several years due to lack of maintenance and attention. It poses a threat to the general public with the amount of trash, debris, rubbish, and overall junk that has accumulated over the years. The owners of the property do not respond when citations are sent nor are we able to receive satisfied service on the citations. There is not anyone to contact physically about the property and when we have tried, we have not been successful. The police department have been out several times on this property due to squatters in which they have contacted us about the conditions on the property. The property did undergo a slight clean-up when we did the community clean up event but even that event didn't help with the number of items that are trashed back there. A recent citation has been sent to the property owners both certified and regular mail, posted on the property, posted in the local newspaper, and sent via email to the last known contact of the property. We did receive a certified green card back showing satisfied service; however, no one has reached out to our department about the property, nor have they taken any efforts to remedy the issues at hand. Asking for approval for this bid for clean-up is our last option. The owners seem uninterested in maintaining the property and if we do not act accordingly, it will only get much worse than it is right now.

Respectfully submitted,

Victoria Holder

City of East Ridge
Building and Codes
1517 Tombras Avenue
Office 867-7711 ext. 126 | tholder@eastridgetn.gov



Micheal Howell
Chief Building Official

Melissa Mahoney
*Admin. Assistant
Permitting Technician*

Torrey Holder
Code Enforcement Officer

Michael Pettyjohn
Code Enforcement Officer

Danny Plunkett
Residential Inspector

Welcome to the Hamilton County Mobile Map

By entering following site, you acknowledge that the data contained in the Geographic Information System (GIS) is subject to constant change and that its accuracy cannot be guaranteed. All data are provided as is, with all faults, and without warranty of any kind, either express or implied, including, but not limited to, the implied purpose. Hamilton County does not warrant that the GIS data will meet your requirements nor that the operation of the GIS data will be uninterrupted and error free. User assumes the entire risk as to the quality, performance, and usefulness of the data. However, the County has devoted several work years to the task of compiling and checking the data.

The zoning data is for general reference only. Recent zoning changes may not be posted. The zoning map posted on this web site is not an official map and is not to be used for zoning verification. Verify all zoning with the appropriate agency:

Hamilton County, Chattanooga, East Ridge, Lakesite, Lookout Mountain, Ridgeside, Walden: Call the Chattanooga-Hamilton County Regional Planning Agency at (423) 643-5902.

Red Bank, Signal Mountain, Soddy-Daisy: Call the Southeast Tennessee Development District at (423) 424-4263.



I want to

Tools

Parcel Information

CHATTANOOGA POLYPHONIC CHURCH INC
SPRING CREEK RD
LIC. B 024

[View Additional Details](#) [Run a Report](#) [Add to Results](#)

[Property Information](#)

Total 4,515.30 ft²

711.83 ft

826.65 ft

466.66 ft

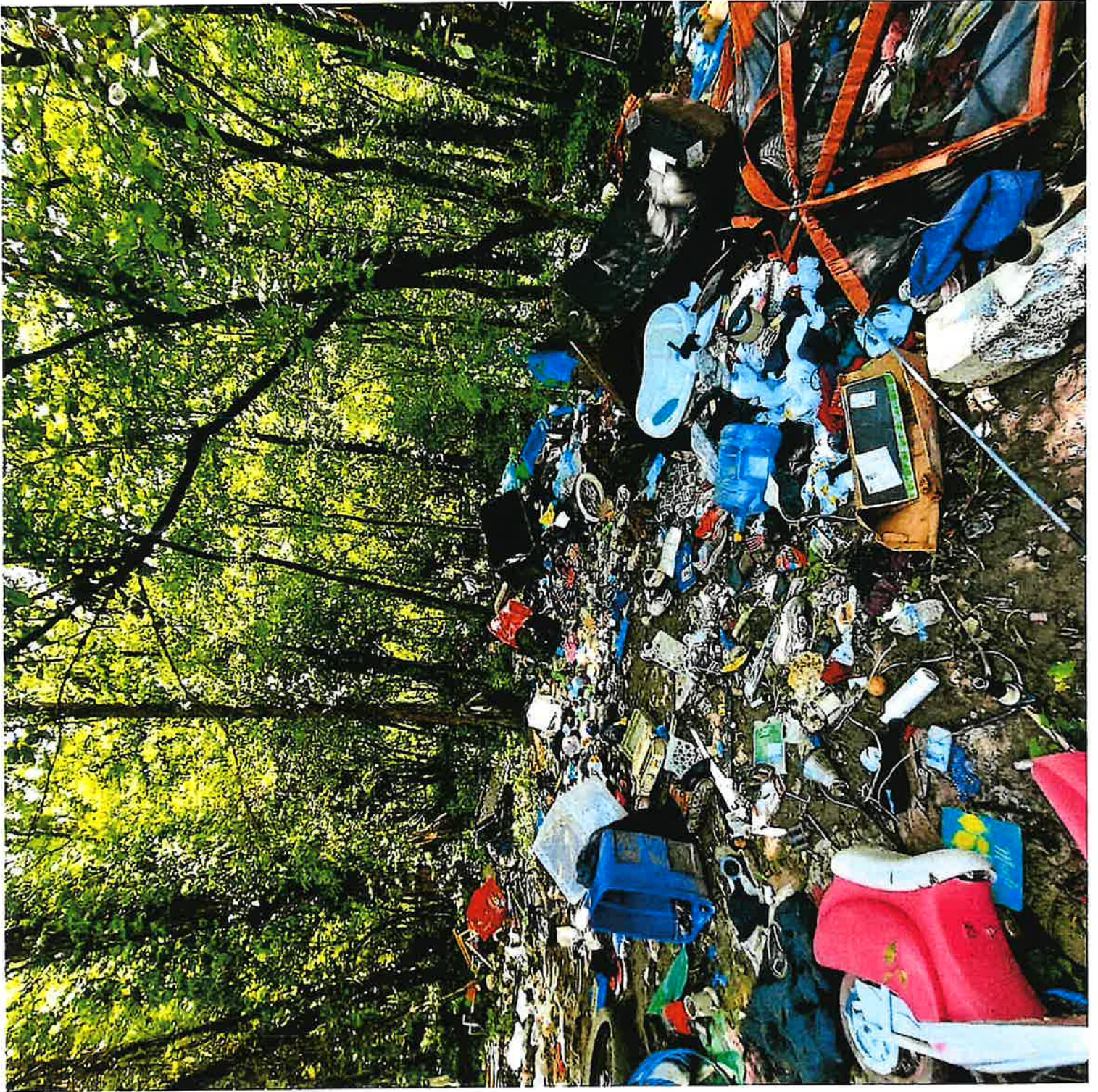
700.72 ft

1,325.13 ft

Scale: 0 200 400ft

2022 ima...





RESOLUTION NO. 3441

AGENDA MEMORANDUM
Masonry Sand Bid

September 14, 2023

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department accepted sealed bids for Masonry Sand for Top dressing fields at Camp Jordan Park for the rest of the September 2023- June 2024 fiscal budget. We opened these bids on September 6th at 2:00pm and read aloud.

We received (two) bids from the following companies;

1. TJ Hunt, LLC for \$42.50 per ton.
2. Riverside Industries, LLC for \$42.00 per ton from September 15th - December 31, 2023, then \$44.00 per ton January 1- June 30, 2024.

The Parks and Rec Department is asking permission to order Masonry Sand from TJ Hunt, LLC.

SS

RESOLUTION NO. 3441

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL APPROVING BIDS FOR MASONRY SAND
FOR THE PARKS AND RECREATION DEPARTMENT**

WHEREAS, the City of East Ridge advertised for bids for masonry sand for the Parks and Recreation Department for the remainder of FY 2024 ; and

WHEREAS, sealed bids were opened and publicly read on September 6, 2023, beginning at 2:00 pm. at East Ridge City Hall; and,

WHEREAS, City staff has maintained a file with all bids received by various vendors and,

WHEREAS, after review of the bids, City staff recommends the bid for masonry sand be awarded to T. J. Hunt, LLC in the amount of \$42.50 per ton.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the bid for masonry sand for the remainder of FY 2024 be awarded to T. J. Hunt, LLC in the amount of \$42.50 per ton.

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 to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3442

AGENDA MEMORANDUM
Facility Fee Waiver Policy

September 14, 2023

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

BACKGROUND:

Several times over the past six months, the City Council has been asked to waive municipal fees for facility usage.

In many cities, small waivers are usually addressed by the staff pursuant to guidelines established by the Council. I am proposing that the Council consider the following proposed policy for the future handling of Facility Fee Waivers.

POLICY:

For Facility Fee Waiver requests from Intergovernmental Cooperation, Department Sponsored Programs, Non-Profit Organizations (*must provide a legitimate service and/or benefit to the East Ridge Community*), or Financial Hardship for one-time events or facility usage. The Parks and Rec Director or his/her designee is authorized to consider the request and to render a decision if the group meets all requirements set forth in our Facility Fee Waiver Policy. If all requirements are met then the request will be sent to the City Manager's office to be placed on the agenda for City Council determination.

RECOMMENDATION:

The Parks and Rec Department is seeking Council's approval to adopt the Facility Fee Waiver Policy for Intergovernmental Cooperation, Department Sponsored Programs, Non-Profit Organizations, and Financial Hardship.

This policy will now provide uniform and consistent guidelines for our Facilities.

SS

RESOLUTION NO. 3442

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

WHEREAS, the Parks and Recreation Department has frequently been approached by various groups or individuals asking the City to waive the fees for facility rentals; and

WHEREAS, staff has found that it would be in the best interest of the City to adopt a Facility Fee Waiver Policy to address fee waiver issues regarding Intergovernmental Cooperation, Department Sponsored Programs, Non-Profit Organizations, and/or Financial Hardships.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Facility Fee Waiver Policy for the City of East Ridge Parks and Recreation Department as outlined in Attachment A, is hereby adopted to address fee waiver issues regarding Intergovernmental Cooperation, Department Sponsored Programs, Non-Profit Organizations, and/or Financial Hardships.

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



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Parks and Recreation

Shawwna Skiles

Facility Fee Waiver Policy

Facility fees charged for the use of City facilities may be waived by the City of East Ridge, in certain limited cases. Any applicant requesting such a waiver must submit the appropriate documents demonstrating that the applicant or intended use fall within the following categories:

- I. Intergovernmental Cooperation;
- II. Department Sponsored Program;
- III. Non-Profit Organization (*must provide a legitimate service and/or benefit to the East Ridge Community*).
- IV. Financial Hardship

Any applicant requesting consideration of its waiver must perform the following:

1. Submit a letter to the Parks & Recreation Director on the applicant's letterhead requesting a specific location, date and time for each facility fee waiver. The letter must be signed by an authorized representative of the applicant.
2. Complete a Facility Reservation Permit Application.
3. Submit a copy of the applicant's 501(c)(3) or (c)(4) non-profit organization documents or any other documents as may be required to show the applicant's organizational paperwork.
4. Submit a copy of the applicant's mission statement.
5. Submit a copy of the applicant's appropriate insurance naming the City of East Ridge as an additional insured.
6. Submit a copy of the applicant's previous 12-mo. financial statements showing revenues and expenses.
7. Submit a copy of any other documents as may be required by the Parks & Recreation director and/or his/her designee.

The City of East Ridge may waive fees for Intergovernmental cooperation for special events or temporary uses when the applicant is another government agency and the use is related to the performance of its normal functions and is a benefit to residents of the City of East Ridge. Fee waiver requests for the ongoing use of City facilities by other governmental agencies will be sent to the Parks & Recreation Director for consideration and then to the City Manager for final approval.

FACILITY FEE WAIVER CRITERION

Fees may be waived and/or reduced for events and/or programs by the East Ridge City Council. In determining a fee waiver, if a fee is to be waived, the following criterion must be considered:

1. The agency is an approved 501(c)(3) or (c)(4) non-profit organization.
2. The organization provides proof it is a valid non-profit or community service organization serving the residents of East Ridge.
3. The imposition of fees would create a financial hardship on the organization or would have a detrimental effect upon the services provided to the public.
4. It is determined that the proposed event or program will have no significant impact on the facilities or department activities, that the permittee will provide volunteer services and materials to mitigate any impacts created by the event or program, or that the impacts are adequately offset by the public benefit provided by the program or event.
5. The City Council finds that the request provides a general public benefit to the community and the amount of the request is de minimis in nature and not subsidized from facility fees.
6. A certificate of insurance and hold harmless agreement must be provided by the permittee and should include the following language: Contractor or event sponsor shall hold harmless, defend and indemnify the City of East Ridge and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expenses, costs, (including without limitation costs and fees of litigation) or every nature arising out of or in connection with contractor's or event sponsor's performance or work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which has caused by the sole negligence or willful misconduct by the City.
7. Minimum limits of insurance are \$1,000,000 for General Liability. The insured party will need to supply an endorsement naming the City of East Ridge as an additional insured. This documentation must be provided to the City of East Ridge - at submission of application. Any exceptions to the insurance requirement must be approved in writing by the City of East Ridge.
8. Scheduling and use of facilities and events are subject to availability of requested facilities and do not have preference over City programs and activities or previous commitments to outside parties.
9. Within thirty (30) days of completion of the totality of the reservation for which a fee waiver was given, for future consideration of fee waivers, the permittee should provide a written report to the Parks & Recreation Director, to include at a minimum; number of participants; event revenue and expenses; and if any benefit to the City.
10. Failure to abide by the rules and procedures as set forth in this document may result in the respective permittee being denied for future fee waiver requests.

FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name: _____

Contact Name: _____

Email: _____

Address: _____

Type of Organization: 501(c)(3) 501(c)(4) Governmental Agency Other

If "Other" Please Specify: _____

Date(s) of event: Facility(s) requested: _____

Name and Purpose of Event: _____

Describe Frequency of Event: _____

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criteria identified in the Facility Fee Waiver Policy.

If approved this waiver will be valid unless there is a break in services greater than three consecutive years.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

RESOLUTION NO. 3443

**AGENDA MEMORADNUM
TRAFFIC SIGNAL STRAIN POLE AT JOHN ROSS & RINGGOLD ROAD**

September 14, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

When the construction drawings were being prepared for the Ringgold Road Multi Modal Project the 5-foot sidewalk in front of Broome's Wrecker Service was not designed to be evenly parallel to the curb/gutter on Ringgold Road, but was curved around the existing traffic signal strain pole. For whatever reason the plans did not relocate the strain pole to an area outside of the continuous sidewalk path. I was informed that the past city administration made assurances to Broome's that the relocation of the strain pole would be handled; unfortunately, it was not.

I contracted the professional services of Steve Meyer, Traffic Engineer, in late March 2023 to get involved in this project and provide design plans and specifications for the relocation of the aforementioned strain pole. Numerous meetings were held at the Broome site regarding the relocation of the existing strain pole to a suitable location outside of the sidewalk area. The existing strain pole could not be used due to it being too short. The City had a strain pole at the Public Works yard that we had removed from the Ringgold Road/I-75 Intersection during the reconfiguration roadway project completed in 2017. However, the strain pole dated back to 1988 (35 years old) and its structural capacity/integrity was questionable. This is important for liability purposes since the City would be required to shoulder the liability if said strain pole was reused. The only alternative was to purchase a new strain pole for the traffic signal system.

A new traffic signal strain pole will cost \$13,149 from Southern Lighting & Traffic Systems. The cost to install the strain pole at the new location, install the span wire, and mount the traffic signals will be in the neighborhood of \$26,000 from NABCO.

The strain pole needs to be ordered quickly since there is a 20-22 week lead time on its delivery. This amount is over my threshold of \$10,000; therefore, I need the approval of the City Council to approve this purchase.

Attachment – Site Plan

JSM/

RESOLUTION NO. 3443

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO PURCHASE ONE TRAFFIC SIGNAL
STRAIN POLE TO BE LOCATED AT JOHN ROSS ROAD
AND RINGGOLD ROAD**

WHEREAS, when construction drawings were prepared for the Ringgold Road Multi Modal Project, the five-foot sidewalk located in front of Broome's Wrecker Service at John Ross Road and Ringgold Road was curved to go around an existing strain pole; and

WHEREAS, the owner of Broome's Wrecker Service informed the City Manager that he had meetings with past administration and was assured that the strain pole would be relocated; and

WHEREAS, the existing strain pole cannot be used because it is too short; and

WHEREAS, the cost of a new strain pole from Southern Lighting and Traffic Systems is \$13,149.

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 one new strain pole from Southern Lighting and Traffic Systems in the amount of \$13,149, to be located at John Ross Road and Ringgold Road.

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

Adopted this _____ day of _____, 2023.

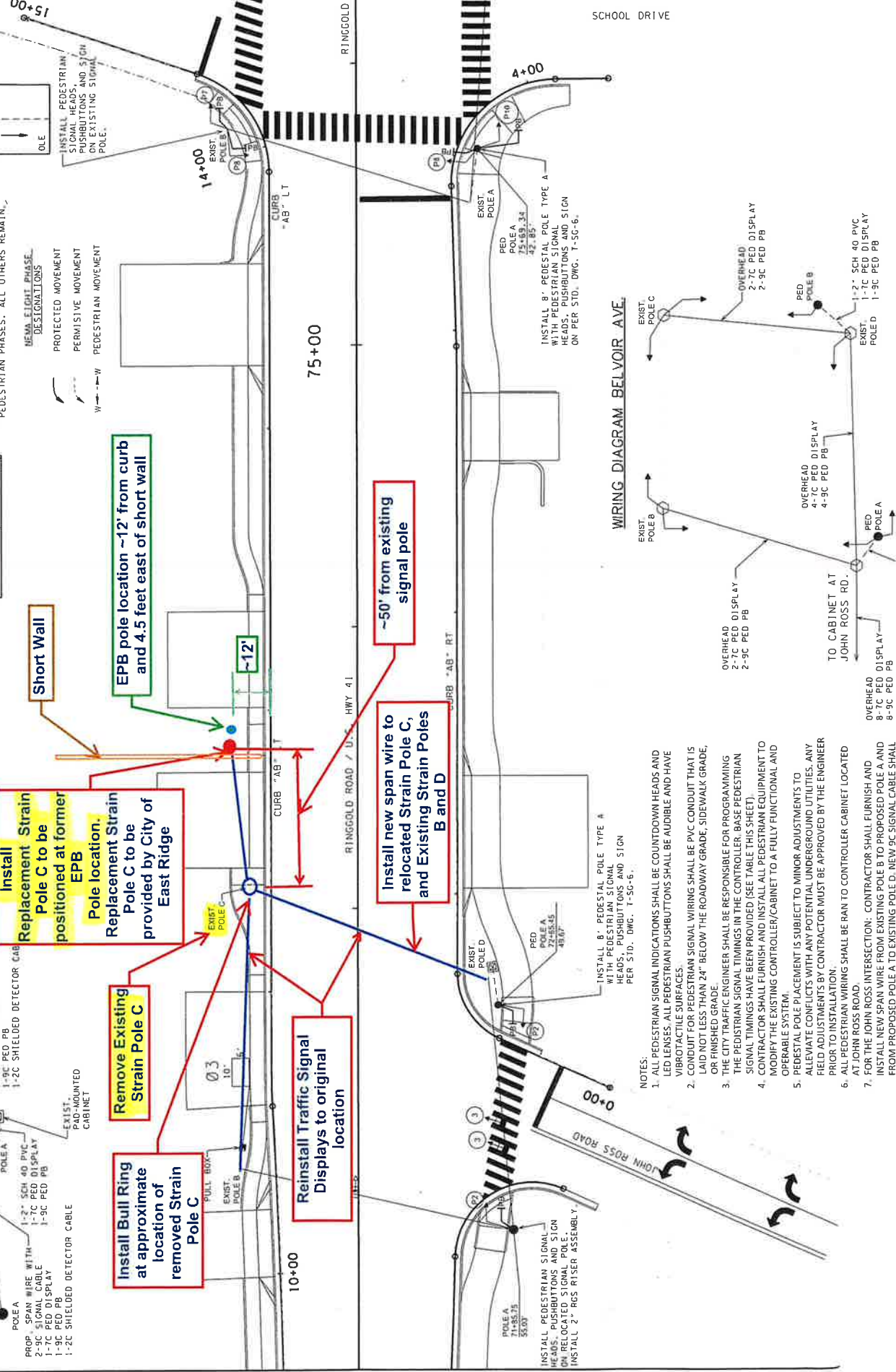
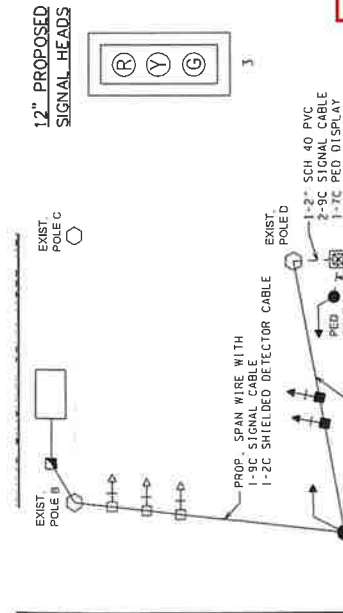
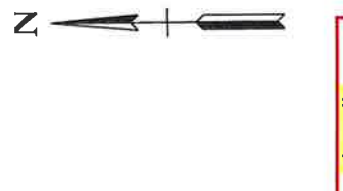
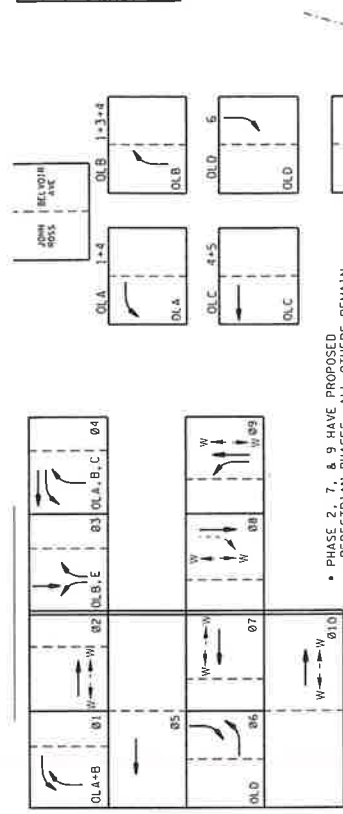
Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



WIRING DIAGRAM BELVOIR AVE

- NOTES:
1. ALL PEDESTRIAN SIGNAL INDICATIONS SHALL BE COUNTDOWN HEADS AND LED LENSES. ALL PEDESTRIAN PUSHBUTTONS SHALL BE AUDIBLE AND HAVE VIBROTACTILE SURFACES.
 2. CONDUIT FOR PEDESTRIAN SIGNAL WIRING SHALL BE PVC CONDUIT THAT IS LAID NOT LESS THAN 24" BELOW THE ROADWAY GRADE, SIDEWALK GRADE, OR FINISHED GRADE.
 3. THE CITY TRAFFIC ENGINEER SHALL BE RESPONSIBLE FOR PROGRAMMING THE PEDESTRIAN SIGNAL TIMINGS IN THE CONTROLLER. BASE PEDESTRIAN SIGNAL TIMINGS HAVE BEEN PROVIDED (SEE TABLE THIS SHEET).
 4. CONTRACTOR SHALL FURNISH AND INSTALL ALL PEDESTRIAN EQUIPMENT TO MODIFY THE EXISTING CONTROLLER/CABINET TO A FULLY FUNCTIONAL AND OPERABLE SYSTEM.
 5. PEDESTAL POLE PLACEMENT IS SUBJECT TO MINOR ADJUSTMENTS TO AVOID CONFLICTS WITH ANY POTENTIAL UNDERGROUND UTILITIES. ANY FIELD ADJUSTMENTS BY CONTRACTOR MUST BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
 6. ALL PEDESTRIAN WIRING SHALL BE RAN TO CONTROLLER CABINET LOCATED AT JOHN ROSS ROAD.
 7. FOR THE JOHN ROSS INTERSECTION: CONTRACTOR SHALL FURNISH AND INSTALL NEW SPAN WIRE FROM EXISTING POLE B TO PROPOSED POLE A AND FROM PROPOSED POLE A TO EXISTING POLE D. NEW 9C SIGNAL CABLE SHALL



Southern Lighting & Traffic Systems
113 Industrial Park Drive
Cumming, GA 30040

Quote

Date	Quote #
8/25/2023	7655

Customer

City of East Ridge
Tennessee
Scott Miller
Mike Ailey

Project Details

Replacement pole

Project Number	
-----------------------	--

Qty	Item	Description	Unit Cost	Total
1	Steel Pole	Steel Strain Pole Lead time is 20-22 weeks after release Price good until 10/8/23	13,149.00	13,149.00T

	Sales Tax (0.0%)	\$0.00
	Total	\$13,149.00

RESOLUTION NO. 3444

**AGENDA MEMORANDUM
NORTH MACK SMITH ROAD WIDENING PROJECT**

September 14, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City Council at its regular business meeting of August 24, 2023, authorized City Staff and ASA Engineering to finalize the construction and bid documents for the N. Mack Smith Road widening project from Ringgold Road to the north property line of the Fairfield Inn and Suites, and to continue the road construction from that point to the entrance to the Gateway Development within the existing City Right-of-Way (ROW); and thereafter, to formally bid the project.

After further consultation with ASA Engineering regarding the roadway design from the north property line of the Fairfield Inn and Suites to the front gate of The Gateway Development, it was realized that the City may be limited to a 2-lane roadway rather than a 3-lane roadway with 5-foot sidewalks (one-side) and curb/gutters. The City would need to acquire additional ROW from Tract 1 in order to construct a 3-lane roadway.

Constructing a 2-lane roadway is not an acceptable alternative. Therefore, upon further review, it is recommended that road improvements for N. Mack Smith Road be divided into two (2) phases.

Phase I would entail the following:

- Construct the N. Mack Smith Road widening project from Ringgold Road to the north property line of the Fairfield Inn and Suites (south property line of the Retirement Center), per the design plans dated January 19, 2022, and stop at this point.
- Construct the drainage system along the east side of N. Mack Smith Road to the end of the property line of the Budgetel (before the curve in the road).
- Build a 2-lane roadway from the south property line of the Budgetel to the north property line of the Budgetel within the City's existing ROW.

Phase 2 would entail the following at the time the City is able to obtain the necessary ROW acquisition:

- Continue the construction of the N. Mack Smith Road from the north property line of the Fairfield Inn and Suites, per the design plans dated January 19, 2022, to the front gate of The Gateway Development.

In summary, a 3-lane roadway from the north property line of the Fairfield Inn and Suites to the front gate of The Gateway Development is not feasible at the current time. Building a 2-lane roadway would not be adequate to handle the amount of vehicular traffic anticipated to be generated by The Gateway Development at build out. The practical solution is to construct the N. Mack Smith Road widening project to the specifications of the engineering plans dated January 19, 2022 by ASA Engineering and build it in two phases as proposed earlier in this memo, and complete Phase 2 when right-of-way acquisitions are complete.

At the August 24th regular meeting the City Council amended Resolution No. 3432 to approve the plans to construct the road up to the Fairfield Inn and Tract 1, and thereafter, construct the road up the Gateway Development within the City's 50-foot right-of-way. Should the City Council agree to construct this roadway widening project into phases then this resolution will need to be rescinded and replaced with a resolution that will divide the roadway widening project into phase 1 and phase 2 as outlined in this agenda memo.

JSM/

RESOLUTION NO. 3444

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
TO RESCIND RESOLUTION NO. 3432 AND APPROVE
CONSTRUCTION OF THE NORTH MACK SMITH
ROAD WIDENING PROJECT PER THE DESIGN PLANS
DATED JANUARY 19, 2022, AND CONSISTING OF
PHASE 1 AND PHASE 2**

WHEREAS, the East Ridge City Council adopted Resolution 3432 on August 24, 2023, authorizing the City and ASA Engineering, LLC, to finalize the construction and bid plans for the N. Mack Smith Road widening project from Ringgold Road to the north property line of the Fairfield Inn and Suites, and to continue the road improvements from that point to the entrance to the Gateway Development within the existing City Right-of-Way (“ROW”); and

WHEREAS, it has been determined that the design approved in Resolution No. 3432 is not feasible within the ROA; and

WHEREAS, in order to best address the improvement to N. Mack Smith Road, it is recommended by the City’s staff and retained engineer to divide the project into two phase, consisting of the following:

Phase 1

- Construct the North Mack Smith Road widening project from Ringgold Road to the north property line of the Fairfield Inn and Suites (south property line of the Retirement Center) per the design plans dated January 19, 2022, and stop at this point.
- Construct the drainage system along the east side of N. Mack Smith Road to the end of the property line of the Budgetel (before the curve in the road).
- Build a 2-lane roadway from the south property line of the Budgetel to the north property line of the Budgetel within the City’s existing ROW.

Phase 2 – (to be constructed at the time the City is able to obtain the necessary right-of-way acquisition)

- Continue the construction of N. Mack Smith Road from the north property line of the Fairfield Inn and Suites, per the design plans dated January 19, 2022, to the front gate of the Gateway Development.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that Resolution No. 3432 is hereby rescinded, and construction of the North Mack Smith Road widening project is hereby approved per the design plans dated January 19, 2022, with such construction occurring in two phases as set forth above.

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

Adopted as of this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3445

**AGENDA MEMORANDUM
STREET RESURFACING PROGRAM**

September 14, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The FY 2023-2024 State Street Aid Fund has appropriated under Paving/Maintenance the amount of \$1,778,000. A street resurfacing program for this fiscal year was completed by Jeff Sikes, ASA Engineering, Chris Vaughn, and myself. The three (3) of us went out in the field and visually viewed the streets and their current condition and developed our listing of streets for consideration for resurfacing.

This fiscal year's street resurfacing program entails: (1) completing the balance of the the streets that were on the FY 2022-2023 street resurfacing program; and (2) adding to the list those streets that we felt needed attention due to being in a deteriorated condition (spaulding, severe cracking, and/or depression/upheaval in pavement).

Attached hereto please find a listing of streets proposed for the FY 2023-2024 resurfacing program. In many instances only portions, or segments, of the street are scheduled to be milled and resurfaced versus milling and resurfacing the entire street (end to end or intersection to intersection). Following this practice the City is able to mill and resurface additional areas of deteriorated pavement. The probable construction cost has been figured at \$1,719,334.25.

Attachment

JSM/

RESOLUTION NO. 3445

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL TO APPROVE THE STREET
RESURFACING PROGRAM FOR FY 2023-2024**

WHEREAS, the East Ridge City Council wishes to have safe, well-maintained streets in every neighborhood in order to improve driving conditions; and

WHEREAS, after visually viewing the streets and their current condition, City staff and ASA Engineering have completed a Street Resurfacing Program for FY 23-24 and developed a listing of streets for consideration for resurfacing, attached as Exhibit A; and

WHEREAS, the amount appropriated in the FY 2023-2024 State Street Aid Fund for under Paving/Maintenance is \$1,778,000; and

WHEREAS, the street resurfacing program entails:

- Completing the balance of the streets that were on the FY 2022-2023 street resurfacing program.
- Adding to the list those streets that need attention due to being in a deteriorated condition.

WHEREAS, the estimated construction cost for resurfacing is \$1,719,334.25.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Street Resurfacing Program for FY 23-24 is hereby approved at an estimated construction cost of \$1,719,334.25.

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

Adopted as of this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

EXHIBIT A

	Full Depth		Overlay		Milling
	Length	Width	Length	Width	
AREA 1					
S. Seminole at Mason			90	11	22
Mason at S. Seminole	90	11	70	22	22
	30	11			
800 to 774 S. Seminole	45	5			
	25	5			
	45	5			
750 S. Seminole	33	11	110	11	22
	75	5			
516 S. Seminole	60	5			
510 to 532 S. Seminole	60	11	550	11	22
	66	11			
	30	11			
	18	5			
Gleason at Dunlap	120	10	150	20	22
715 to 706 Dunlap	75	10			
3529 Claremont to Germantown	60	20	800	24	22
	120	12			
AREA 2					
Hibbler Circle (dead end area)	40	5			
1022 Hibler Circle	20	10			
Cemetary Road			790	18	36
Fountain Avenue 3738	30	12			
	3722	45			
	3708	15			
	3704	33			
	3701	45			
	3701	15	150	11	
McHann to Germantown (various overlay)			400	11	150
McHann near Fountain Intersection	10	10			
3901 Fountain	45	11			
Belvoir from Curve to S. Terrace (various)	50	10			
Sweetbriar (617 to just past Sweet)	100	10	1000	20	20
AREA 3					
Shady Drive (Fountain to Delaware)	80	10	100	22	
Delaware (Shady to Moore)	30	10	830	22	
McBrien			230	44	88
Anderson (McBrien to 50-ft past Lovell)	20	10	1000	22	44
Lovell (Anderson to S. Terrace)	30	10	350	22	450
Moore (Oakdale to Ringgold)	100	10	540	36	300
Close Road (John Ross to Missionary)			1200	11	22
Eastway Terrace	133	20	930	22	44

AREA 4

Sanctuary (State Line to Harris)	500	11	2250	22	1000
Camp Jordan Emergency Repairs	50	12	50	12	24



Area	TOTAL AREA (SF)			Manhole Adjustment	Striping
	Full Depth	Overlay	Milling		
15	0	990	330	1	90
15	990	1540	330	1	70
	330	0	0		0
	225	0	0		0
	125	0	0		0
	225	0	0		0
15	363	1210	330	1	110
	375	0	0		0
	300	0	0		0
15	660	6050	330	4	550
	726	0	0		0
	330	0	0		0
	90	0	0		0
15	1200	3000	330	2	150
	750	0	0		0
15	1200	19200	330	5	800
	1440	0	0		0
	0	0	0		0
	200	0	0		0
	200	0	0		0
15	0	14220	540	4	790
	360	0	0		0
	630	0	0		0
	180	0	0		0
	165	0	0		0
	225	0	0		0
	75	1650	0	2	150
11	0	4400	1650	3	400
	100	0	0		0
	495	0	0		0
	500	0	0		0
30	1000	20000	600	4	1000
	0	0	0		0
	0	0	0		0
	800	2200	0		100
	300	18260	0		830
15	0	10120	1320		230
15	200	22000	660	4	1000
15	300	7700	6750	2	350
15	1000	19440	4500	3	540
15	0	13200	330	5	1200
15	2660	20460	660	4	930

	0	0	0		0
	0	0	0		0
15	5500	49500	15000	8	2250
	0	0	0		0
15	600	600	360		50
	0	0	0		0
	0	0	0		0
	0	0	0		0
	0	0	0		0
	0	0	0		0
	0	0	0		0
	0	0	0		0
SF/LF	24819	235740	34350	53	11590
SY	2757.666667	26193.33333	3816.666667		
UNIT Cost	\$ 144.00	\$ 32.00	\$ 9.75	\$ 2,800.00	\$ 5,000.00
TOTAL	\$ 397,104.00	\$ 838,186.67	\$ 37,212.50	\$ 148,400.00	\$ 10,975.38
				Contingency (20%)	\$ 286,555.71
				Grand Total	\$ 1,719,334.25

RESOLUTION NO. 3446

AGENDA MEMO

REPAIRS TO 2017 SIDE LOADER

SEPTEMBER 14, 2023

Submitted By:



Robert Parker, Sanitation Supervisor

SUBJECT:

Truck #26, the 2017 side loader is at CMI Equipment Sales for repairs to the body of the truck. CMI is the closest vendor that will work on these vehicles. The truck body was also purchased from CMI Equipment.

Repairs are as follows:

- Replace packer blade cylinder coming from the P.S.
- Replace packer blade. (Blade is wore out)
- Tighten/adjust all rollers on the grabber arm.,
- Replace all wear plate/bars inside the bed.

CMI has provided a cost for the repairs as follows:

- Diagnostics - \$293.75
- Packer weldment - \$7,274.55
- Packer cylinder - \$4,880.70
- Wear shoe - \$108.85 x2 = 217.70
- Short cylinder pin - \$44.05 x3 = \$132.15
- Long cylinder pin - \$56.20
- Wear strips - \$985.00 (total of 6)
- Freight - \$1,000.00
- Shop fee - \$30.00
- Labor - \$5,000.00 – 40 hrs

- **Total - \$19,870.05**

Thank you.

RESOLUTION NO. 3446

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING REPAIRS TO THE BODY OF SANITATION TRUCK #26, A 2017 SIDE LOADER, BY CMI EQUIPMENT SALES, INC.

WHEREAS, Sanitation truck #26, a 2017 side loader is at CMI Equipment Sales, Inc. in Nashville, Tennessee for repairs to the truck body; and

WHEREAS, the City of East Ridge purchased the truck body from CMI Equipment Sales; and

WHEREAS, CMI Equipment Sales, Inc. is the closest vendor in proximity that will work on these vehicles; and

WHEREAS, costs for the repairs are \$19,870.05.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that CMI Equipment Sales, Inc. is authorized to make the necessary repairs to the body of truck #26, a 2017 side loader, in the amount of \$19,870.05.

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

**AGENDA MEMORANDUM
BUDGET AMENDMENT**

September 28, 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 for the following:

- Final payment on new Fire Truck/Pumper
- SRO Grant – 4 Officers
- Kimley Horne
- Clean up of Property located at 0 Spring Creek Road

AGENDA MEMORANDUM
SBA TOWER – EXTENSION OF GROUND LEASE

September 28, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge entered into a lease agreement with Southeast Tower, Inc (SBA Properties, LLC) in 2001 to lease ground located at 4218 Ringgold Road (behind the Public Safety Station). The lease was for five (5) years, subject to four (4) additional five (5) year extension periods. Thus the lease period was 2001 and expires in 2026.

SBA wants to extend the lease soon to secure the current tenants on the tower; being AT&T and Verizon. The second amendment would continue the lease starting in 2026 for another 25-year period. The renewal lease would include five (5) additional successive terms of five (5) years

The monthly rental is currently \$915 per month plus \$462 per month revenue sharing. Upon the City signing the Second Amendment the City would receive a \$30,000 one-time payment (signing bonus). Lastly, the rent shall be increased 20% after the first additional renewal term on May 1, 2031. Commencing on May 1, 2032, and each anniversary of such date the rent shall increase 3%.

JSM/

AGENDA MEMORANDUM
CHANGE ORDER NO. 1
CONSTRUCTION ENGINEERING INSPECTION SERVICES

September 28, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge entered into an agreement with ASA Engineering to provide construction engineering inspection (CEI) services in reference to the Ringgold Road Multi-Modal Project. ASA Engineering has submitted to the City a change order (no. 1 for CEI services) in the amount of \$249,320 for additional services they performed for this roadway project; primarily, due to utility conflicts under the WWTA and Chattanooga Gas utilities. It is anticipated that the City should be able to recoup this cost along with the additional costs of construction as it relates to utility costs.

JSM/

AGENDA MEMORANDUM
SIGN CONSULTANT
DESIGN/BUILD

September 28, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City solicited Letters of Intent and Requests for Qualification (RFQ's) from experienced full service sign consulting and contracting firms to perform custom sign services that include the design, build and installation of City designated signs throughout the City.

The selected sign consultant/contractor shall be expected to provide the following scope of services:

- Design the sign(s) to the specifications and description (size, graphics, materials, etc.) requested by the City.
- Fabricate, manufacture the sign to the design standards approved by the City; and providing wind load, and anchoring detail of the signs.
- Installation of the sign at the location(s) designated by the City.

RFQ's are due to the City by 2:00 pm on Wednesday, September 13, 2023. A Selection Committee consisting of Shawna Skiles, Mike Howell, and myself will review the submittals and make a recommendation for selection to the City Council for formal approval.

JSM/

AGENDA MEMORANDUM
PAVILION

September 28, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

I have talked with several of the elected body over the past several months about the feasibility of constructing a "pavilion" on City property behind the City Hall and Community Center. Said facility could be used for farmer's market, special events by the City (National Night Out, Christmas parade reception, employee luncheons, 9-11 ceremonial luncheon, library functions, etc.), wedding receptions, private parties, birthday rentals, banquets, etc.

The City Council back in April of 2018 was in favor of building a pavilion and creating a "town center"; however, they placed this project on hold and allocated the dollars from this project to the construction of a direly needed Animal Control Facility (replacement facility).

JSM/