

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

**September 28, 2023
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes September 14, 2023 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1197** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1026 GREENS LAKE ROAD, TAX MAP #168E-N-015 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)
9. New Business:
 - A. **RESOLUTION NO. 3447** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER TO EXTEND A LEASE AGREEMENT WITH SOUTHEAST TOWER, INC. (SBA PROPERTIES, LLC) FOR PROPERTY LOCATED AT 4218 RINGGOLD ROAD
 - B. **RESOLUTION NO. 3448** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING ORTWEIN SIGN AS THE CITY’S SIGN CONSULTANT AND CONTRACTOR
 - C. **RESOLUTION NO. 3449** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE AND HAVE INSTALLED A NEW TRAFFIC SIGNAL CABINET, TO BE CONSIDERED AS A SOLE SOURCE PURCHASE
 - D. **RESOLUTION NO. 3450** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR BASEBALL AND SOFTBALL FIELD RENOVATIONS AT CAMP JORDAN PARK

- E. **RESOLUTION NO. 3451** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ACTIVATE AN ARCHITECTURAL AGREEMENT WITH HEFFERLIN + KRONENBERG ARCHITECTS RELATING TO THE DESIGN AND DEVELOPMENT OF A PAVILION
- F. **RESOLUTION NO. 3452** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #1 FROM ASA ENGINEERING AND CONSULTING, INC. IN REGARD TO THE RINGGOLD ROAD SR8 RINGGOLD ROAD CORRIDOR PROJECT (MULTI-MODAL PROJECT)
- G. **RESOLUTION NO. 3453** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO JOIN WITH HAMILTON COUNTY AND OTHER MUNICIPAL AGENCIES TO ACCEPT A GRANT FROM THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAM VIOLENT CRIME INTERVENTION FUND
- H. **RESOLUTION NO. 3454** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ACCEPT THE PUBLIC ENTITY PARTNERS “SAFETY PARTNERS” GRANT
- I. **RESOLUTION NO. 3455** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED A BID AND APPROVING A CONTRACT WITH TALLEY CONSTRUCTION INC. FOR THE MCBRIEN ROAD RESURFACING PROJECT
- J. Discussion of Tentative Agenda Items for the **October 12, 2023** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA**

October 12, 2023

8. Old Business:

9. New Business:

A. ORDINANCE NO. ____ – Budget Amendment (1st reading)

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

**September 14, 2023
6:00 pm**

The East Ridge City Council met pursuant to notice on September 14, 2023, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Daniel Beard, Action Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present: Mayor Williams, Vice Mayor Haynes, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, City Manager Miller, City Attorney Litchford, and City Recorder Middleton.

Employee Milestone Awards for August 2023:

- Tim Ailey – 20 years of service – Parks and Recreation Department
- Jeff Crowe – 10 years of service – Traffic Control Department

Attendance: 5

Consent Agenda:

- A. Approval of Minutes August 24, 2023 Council Meeting
- B. Approval of July 2023 Financial Report
- C. Approval of Surplus Property – Fire Department

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

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Tyler stated the 911 luncheon held at Station 1 was a great success. All City employees were invited, and food was provided by Harry Mackey. Awards were presented to Ronnie Crawford for Firefighter of the Year and to Brendon Beadle and K-9 Quest for Police Officer of the Year.

Councilmember Witt stated the Citizen's Police Academy begins October 1, 2023. Please see her for applications or pick one up at the National Night Out on September 17, 2023.

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

Mayor Williams discussed the following:

- The Mayor congratulated Ronnie Crawford, the Firefighter of the Year and Brendon Beadle and K-9 Quest, the Police Officer of the Year.
- Library – Thursday, Sept. 21st at 2 pm - Adult fall craft, registration is required.
- Parks and Recreation – The City is asking citizens, businesses, and visitors to do a survey for the Parks and Recreation Master Plan. People can do a survey on [surveymonkey.com](https://www.surveymonkey.com) or scan the QR code.
- Fall Festival, October 7th – 10 am - 5 pm, with vendors, food trucks, petting zoo, entertainment, yard games, etc.
- National Night Out – This is the 40th year for this event. It will be September 19th, 5:30 – 8:30 pm behind City Hall.

Communication from City Manager:

- Multi Modal Progress report
 - Talley Construction is doing concrete work on the north side of Ringgold Road between Cemetery and Belvoir and between Marlboro and Jack's Restaurant.
 - They should start pouring sidewalk in two weeks between Jack's and Belvoir.
 - In the next month or month and a half, Talley will be moving operations down to the Moore Road area, to begin storm drainage work. We will close Moore Road for a brief period of time.
 - We are working with TDOT on a time extension of this project from November 28, 2023 to June 28, 2024.

Old Business:

ORDINANCE NO. 1189 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481, RELATIVE TO PARKING REQUIREMENTS FOR HOTELS/MOTELS LOCATED WITHIN CERTAIN COMMERCIAL DISTRICTS (2nd and final reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated this pertains to parking space requirements for hotels in C-1, C-2, and C-4 commercial zones. This would change the requirement to one parking space for one room. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1189 on second and final reading. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams – yes. Motion approved.

ORDINANCE NO. 1192 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTIES LOCATED AT 636 AND 650 LAYFIELD ROAD, TAX MAP #170J-B-004.04 AND #170J-B-004.05, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading – tie vote 8/24/23) - City Attorney Litchford read on caption. Chief Building Official Howell stated this rezoning is to build five single-family units with the conditions that no individual driveways would be on Layfield and only townhomes and single-family homes could be built. Mr. Howell stated this was identical to a rezoning adjacent to this property approved earlier this year

with the same conditions. Mayor Williams stated that since this was a tie vote in the last meeting, per our Charter, it carries forward to the next meeting. Councilmember Tyler made a motion, seconded by Vice Mayor Haynes, to approve Ordinance No. 1192 on second and final reading. Councilmember Cagle made a motion to amend the motion to eliminate the term townhomes under Section 2A of the ordinance. Motion died for lack of a second.

Applicant Allen Jones, Stone Creek Consulting, 1112 Plymouth Road, Dunlap, TN, stated he and the owner would like to keep the option to allow townhomes. Roll call vote on the original motion: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - no; Mayor Williams - yes. Motion approved.

RESOLUTION NO. 3399 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT ON BEHALF OF THE CITY REGARDING DEMOLITION AND RESTORATION OF PROPERTY LOCATED AT 1500 KEEBLE STREET WITH OWNER CHETAN PATEL (Removed from table – 7/27/23) - City Attorney Litchford read on caption. Mr. Litchford stated a judicial conference regarding this property was held in June. The judge ordered Mr. Patel to bring the property into compliance rather than demolish the property. The demolition order will only be vacated when Mr. Patel mows the grass and has the City do electrical testing and inspection. Once these things are done, the inspector will identify all other items that need to be brought up to code. Mr. Litchford recommends approving this agreement. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3399. The vote was unanimous. Motion approved.

New Business:

PUBLIC HEARING FOR ORDINANCE NO. 1197 – Rezone property located at 1026 Greens Lake Road, Tax Map 168E-N-015 from R-1 Residential District to R-3 Residential Apartment District - City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Allen Jones, Stone Creek Consulting, 1112 Plymouth Road, Dunlap, TN stated this is an existing quadplex that needs to be brought up to current zoning. No one came forward in favor of or in opposition to the rezoning. Mayor Williams closed the public hearing.

ORDINANCE NO. 1197 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1026 GREENS LAKE ROAD, TAX MAP #168E-N-015 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (1st reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated this is a legal non-conforming property. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1197 on 1st reading. The vote was unanimous. Motion approved.

RESOLUTION NO. 3433 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPOINTING J. SCOTT MILLER AS THE CITY’S ALTERNATE REPRESENTATIVE TO THE MANAGEMENT

COMMITTEE OF THE HAMILTON COUNTY WATER QUALITY PROGRAM - City Attorney Litchford read on caption. City Manager Miller stated that Chief Building Official Howell currently serves on the management committee, but we need an alternate member. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3433. The vote was unanimous.

RESOLUTION NO. 3434 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A CONTRACT WITH THE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR A GRANT TO PLACE SCHOOL RESOURCE OFFICERS (“SRO”) IN EACH OF THE CITY’S PUBLIC SCHOOLS - City Attorney Litchford read on caption. Chief Uselton stated this grant is for \$75,000 per officer, up to \$300,000. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3434. The vote was unanimous. Motion approved.

RESOLUTION NO. 3435 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE HAMILTON COUNTY DEPARTMENT OF EDUCATION REGARDING PLACEMENT OF SCHOOL RESOURCE OFFICERS (“SRO”) WITHIN HAMILTON COUNTY SCHOOLS - City Attorney Litchford read on caption. Chief Uselton stated the MOU sets the expectations for the City and the Department of Education regarding the SROs in the County schools. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3435. The vote was unanimous. Motion approved.

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 - City Attorney Litchford read on caption. Chief Uselton stated this would allow the City to access information previously stored on the County computer system. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3436. The vote was unanimous. Motion approved.

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 - City Attorney Litchford read on caption. Chief Uselton stated that if the City applies for the grant, we will be approved. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3437. The vote was unanimous. Motion approved.

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 - City Attorney Litchford read on caption. Chief Uselton stated this is a grant for \$190,762 with no matching funds from the City. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3438. Mr. Tyler asked what equipment the Police Department needs. The Chief stated they would like to have a drone, although there are strict privacy laws for drones, and we must follow FAA regulations. Assistant Chief Creel stated we need more technology for the tactical team. The vote was unanimous. Motion approved.

RESOLUTION NO. 3439 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ACCEPT THE TENNESSEE AMERICAN WATER FIREFIGHTER SUPPORT GRANT - City Attorney Litchford read on caption. Development Administrator McAllister stated the grant was for \$1,000 and will be used for swift water rescue gear. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3439. The vote was unanimous. Motion approved.

RESOLUTION NO. 3440 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR CLEAN-UP OF PROPERTY LOCATED AT 0 SPRING CREEK ROAD - City Attorney Litchford read on caption. Chief Building Official Howell stated bids were received for cleanup of 0 Spring Creek Road at a homeless camp behind the movie theater. One bid was received from Freedom Roll-off in the amount of \$44,900. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3440. The vote was unanimous. Motion approved.

RESOLUTION NO. 3441 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR MASONRY SAND FOR THE PARKS AND RECREATION DEPARTMENT - City Attorney Litchford read on caption. Two bids were received:

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

Staff recommends the bid from TJ Hunt at \$42.50 per ton. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3441. The vote was unanimous. Motion approved.

RESOLUTION NO. 3442 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ADOPTING A FACILITY FEE WAIVER POLICY FOR THE PARKS AND RECREATION DEPARTMENT - City Attorney Litchford read on caption. City Manager Miller brought this up last meeting after the City received a request from a group to waive the fee for the Community Center. The item was tabled until staff could come up with a policy on fee waivers. He stated if the fee is waived for a group, that group must be a non-profit organization and provide a legitimate service and benefit to the City. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3442. Finance Director Qualls stated this policy would put the City into compliance with the State Comptroller's rules for waiving fees. The vote was unanimous. Motion approved.

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 - City Attorney Litchford read on caption. City Manager Miller stated this pertains to the pole on Ringgold Road in front of Broome’s Wrecker Service. He stated when the sidewalk was designed for the Multi Modal project, it circled around the pole and was not parallel with Ringgold Road. He would like to relocate the pole to make the sidewalk parallel with Ringgold Road. Cost of a new pole is \$13,149. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3443. The vote was unanimous. Motion approved.

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 - City Attorney Litchford read on caption. City Manager Miller stated that at the August 24, 2023 meeting, Council authorized staff and ASA Engineering to finalize the construction drawings and bid documents (Resolution No. 3432) to widen North Mack Smith Road to the north property line of the Fairfield Inn and Suites, then continue the road from that point to the entrance of the Gateway Development within the City’s existing 50-foot right-of-way (“ROW”), per the design plans dated January 19, 2022. The project would be divided into two phases.

Phase I consists of the following:

- Construction of N. Mack Smith 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.
- Construction of the drainage system along the east side of N. Mack Smith Road to the end of the property line of the Budgetel.
- Build a 2-lane roadway from the south property line to the north property line of the Budgetel within the City’s existing ROW.

Phase 2 consists of the following:

- Continue construction of N. Mack Smith Road from the north property line of the Fairfield Inn and Suites to the front gate of the Gateway Development, per the plans dated January 19, 2022, only when the City is able to obtain the necessary ROW acquisition.

Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3444. Mr. Miller stated he and the Mayor have received inquiries from businesses from which we acquired ROW wanting to know the status of the project. The Mayor stated this is hindering their development. He also stated we could bid this out in October and turn dirt in December. He hopes not to borrow more money for this project but it is reimbursable through the Border Region. The vote was unanimous. Motion approved.

RESOLUTION NO. 3445 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE THE STREET RESURFACING PROGRAM FOR FY 2023-2024 - City Attorney Litchford read on caption. City Manager Miller stated we have \$1,778 million budgeted for street resurfacing in the FY 2023-2024 budget. The estimated cost to resurface the streets listed in the resurfacing program is \$1,719 million. He stated we are planning on resurfacing portions of streets, not entire streets. Costs of resurfacing the streets that were carried over from the FY 22-23 budget will be \$1 million. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3445. Mayor Williams stated he was adamant in getting this program implemented. We had a scan of all the streets by an engineering firm who ranked them from worse to best. We are using that for our program with minor tweaking. The Mayor also stated we need to monitor street cuts and hold utility companies accountable. The vote was unanimous. Motion approved.

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. - City Attorney Litchford read on caption. Sanitation Supervisor Parker stated the cost will be \$19,870.05. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3446. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the **September 28, 2023** Council Meeting

- **Old Business:**

- **ORDINANCE NO. 1197 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1026 GREENS LAKE ROAD, TAX MAP #168E-N-015 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)** – No further discussion.

- **New Business:**

- **ORDINANCE NO. ____ – Budget Amendment (1st reading)** – Finance Director Qualls stated this amendment includes the final payment for the new fire truck, replacement of officers that move to SRO positions, and funds for Kimley Horn.
- **RESOLUTION NO. ____ - SBA Tower – Approval of Extension of Ground Lease** – City Manager Miller stated the City entered into an agreement in 2001 for a 25-year lease with a 5-year extension, expiring in 2026. SBA wants to extend the lease for 25 years, with five 5-year terms. The City will receive \$900+ monthly and revenue sharing, plus a \$30,000 one-time payment and increases when the rent goes up for companies leasing space on the tower. Mayor Williams thanked City Manager Miller for negotiating this agreement.

- **RESOLUTION NO. ____ - Multi Modal Project – Approval of Change Order No. 1 from ASA Engineering in the amount of \$249,320** – Mr. Miller stated the change order is for additional CEI costs. He will have a breakdown at the next meeting. The change order also includes Talley Construction.
- **RESOLUTION NO. ____ - Approval of Sign Consultant for design, build, and installation of City designated signs throughout the City** – City Manager Miller stated we received three RFQs yesterday and he will have a recommendation at the next meeting. Councilmember Cagle asked if the electronic sign near the park could be relocated since it is not being used. Mr. Miller will check into moving the sign.
- **Discussion of Plans for a Pavilion adjacent to City Hall and the Community Center** –Mr. Miller stated the City hired an architect in 2018 to draft plans for a pavilion, but the funds were reallocated to the Animal Shelter project. He has spoken with Councilmembers individually and all seem to be in favor. The pavilion could be used for various city events, receptions, National Night Out, private parties, etc. Mayor Williams stated he would love to see a town center concept in the City Hall vicinity. He stated we also need to act either to rehab or demolish McBrien School.

Being no further business, the meeting was adjourned.

ORDINANCE NO. 1197

AGENDA MEMORANDUM

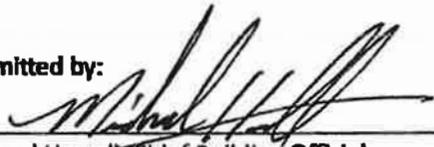
REZONE

1026 Greens Lake Road

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

Date: September 28, 2023

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

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

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

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

ORDINANCE NO. 1197

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1026 GREENS LAKE ROAD, TAX MAP #168E-N-015 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

WHEREAS, Stone Creek Consulting LLC petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 1026 Greens Lake Road, Tax Map #168E-N-015 from R-1 Residential District to R-3 Residential Apartment District. The property is more particularly described as follows:

Lot 4, and Parts of Lots 3 and 5, Block B, Map of the First Unit King Wood Estate Incorporated, Plat Book 12, Page 52, ROHC, Deed Book 13286, Page 453, ROHC. Tax Map 168E-N-015

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on August 7, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on August 7, 2023; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on September 14, 2023, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1026 Greens Lake Road, Tax Map #168E-N-015 from R-1 Residential District to R-3 Residential Apartment District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



CASE NUMBER: 2023-0124		Date Submitted: 06/16/2023	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: R-1		Rezoned To: R-3	Total acres in request area: 0.4
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
N/A			
4 Property Information			
Property Address: 1026 Greens Lake Rd		Property Tax Map Number: 168E-N-015	
5 Proposed Development			
Reason for request/Project description:	Convert Existing Building to Condos		
6 Site Characteristics			
Current Use:	Quadrplex		
Adjacent Uses:	Multi-family, single-family, commercial		
7 Applicant Information			
Name: Stone Creek Consulting, LLC (c/o Allen Jones)			
Address (street, city, state, zip): P. O. Box 2067, Dunlap, TN 37327			
Phone:		Email: allen@stonecreekconsultingllc.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: Garrett Holland			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: East Ridge		Planning District: 6	Neighborhood: None
County Commission District: 8		City Council District: 0	
PC meeting date: East Ridge		Application processed by: Jennifer Ware	
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2023-0124 **APPLICANT:** Stone Creek Consulting, LLC **PROPERTY OWNER:** Garrett Holland c/o Allen Jones

PROPERTY ADDRESS: 1026 Greens Lake Road **TAX MAP PARCEL ID:** 168E-N-015 **JURISDICTION:** East Ridge

SIZE OF PROPERTY: 0.4 acres **REQUEST:** Rezone from R-1 to R-3

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to R-3 Residential Apartment District to convert existing multi-unit residential structure into condominiums and bring it into compliance with the ordinance.

PROPERTY DESCRIPTION

EXISTING LAND USE Multi-Unit Residential (4 existing units)	SURROUNDING LAND USES <u>North:</u> Commercial/Multi-Unit Residential <u>East:</u> Commercial <u>South:</u> Single-Unit Residential <u>West:</u> Single-Unit Residential	ACCESS Greens Lake Road
TRANSPORTATION Greens Lake Road is a minor arterial. The site is not served by CARTA.	PROPOSED RESIDENTIAL DENSITY 10 du/ac (4 existing units)	ADJACENT RESIDENTIAL DENSITY 5.26 du/ac
		NATURAL RESOURCES N/A

ZONING

- ZONING HISTORY**
- Case 2016-0111, a request to rezone 1016 Greens Lake Road (property abutting site to the north) from C-2 General Commercial District to R-3 Residential Apartment District. The request was approved by East Ridge City Council through ordinance # 1020.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 ZONE	PROPOSED R-3 ZONE
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential/Townhomes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input type="checkbox"/>	<input type="checkbox"/>
	Office	<input type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 ZONE	PROPOSED R-3 ZONE
	Lot Size	10,000 sf	10,000 sf plus 2,000 sf for each additional unit over one
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25'
	Building Height	2 ½ stories or 35' except for every foot of additional height over 35', the building shall be set back 1 additional foot from all property lines	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the

building shall be set back one additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

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

Yes No See
Comments

COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of one to two-story single-family residential, multi-story apartments with associated parking, and small to medium-scale commercial along Ringgold Road.

Yes No See
Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

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

STONE CREEK CONSULTING LLC

PO Box 2067, Dunlap, TN 37327 | 919.793.4077

June 16, 2023

**RE: Zoning Application Narrative
1026 Greens Lake Rd**

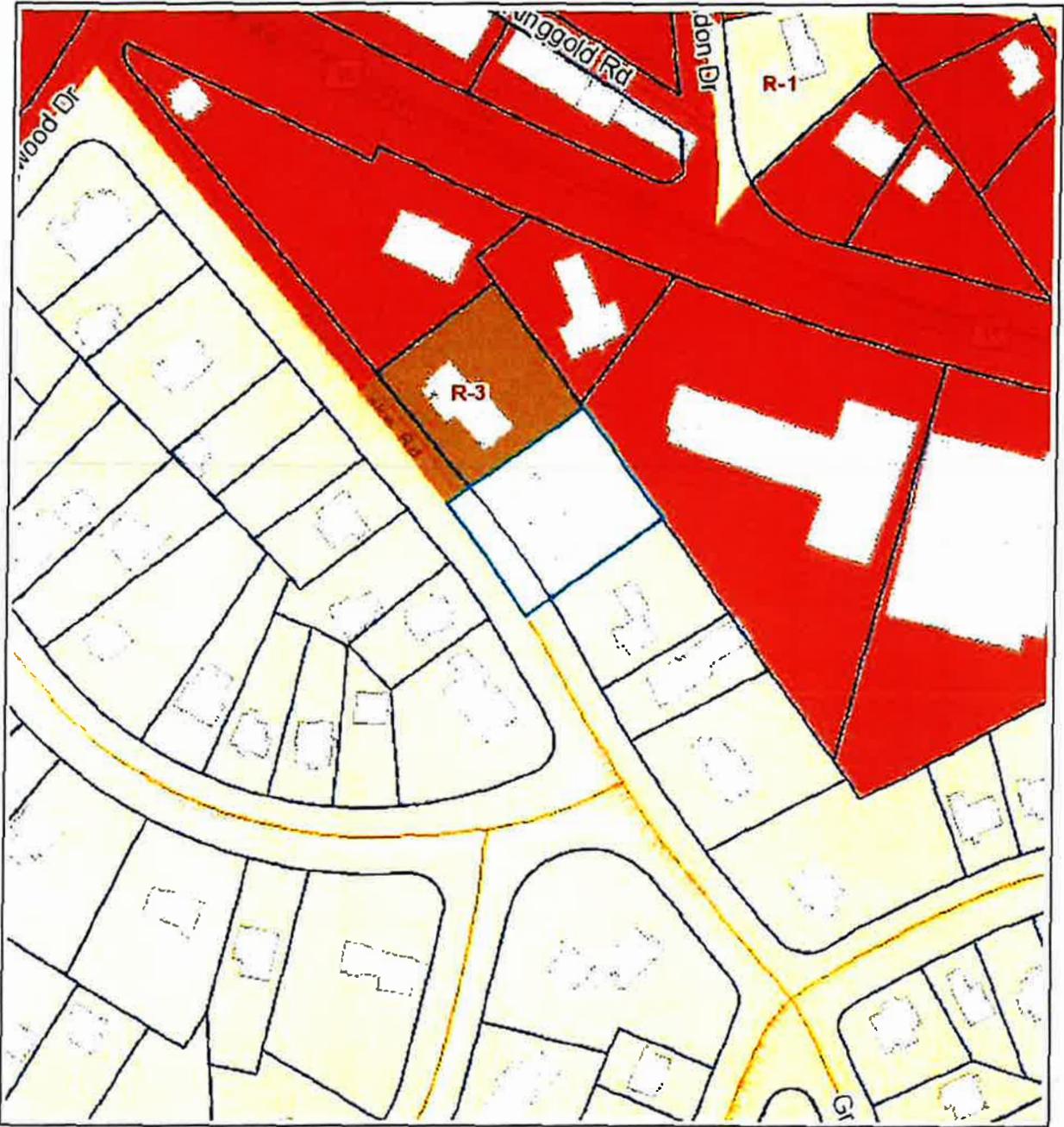
The property is located at 1026 Greens Lake Rd in East Ridge, TN. The property is zoned R-1, and the request is to rezone the property to R-3. There is an existing Quad-plex that is legal, non-conforming. The owner of the property would like to convert the property from a rental property to a condo and the zoning needs to be updated to bring the quad-plex into zoning compliance.

Sincerely,



Allen Jones, RLA

2023-0124 Rezoning from R-1 to R-3



2023-0124 Rezoning from R-1 to R-3



2023-0124 Rezoning from R-1 to R-3



2023-0124 Rezoning from R-1 to R-3





LOCATION MAP
SCALE 1"=200'

NOTICE
 This site plan is prepared in accordance with the provisions of the Comprehensive Zoning Ordinance of the City of East Ridge, Tennessee. It is intended to show the location and extent of the proposed rezoning. It is not intended to show the location and extent of the proposed rezoning. It is not intended to show the location and extent of the proposed rezoning. It is not intended to show the location and extent of the proposed rezoning.



PROJECT DESIGNATION:
 1.68 ACRES
 1.68 ACRES
 1.68 ACRES
PROJECT NAME:
 GREENS LAKE RD REZONE
PROJECT ADDRESS:
 1026 GREENS LAKE RD
 EAST RIDGE TN
OWNER:
 GARRETT HOLLAND
 2807 LAKE HAVEN CIR
 CHATTANOOGA, TN 37416
 615 243 2194
 GTHOLLAND@GMAIL.COM

PROJECT NAME:
 GREENS LAKE RD REZONE
PROJECT ADDRESS:
 1026 GREENS LAKE RD
 EAST RIDGE TN
OWNER:
 GARRETT HOLLAND
 2807 LAKE HAVEN CIR
 CHATTANOOGA, TN 37416
 615 243 2194
 GTHOLLAND@GMAIL.COM

OWNER ADDRESS:
 STONE CREEK CONSULTING LLC
 ALEX JONES, PLS
 PO BOX 2067
 DUBLIN, TN 37037
 615 270 4277
 ALEX@STONECREEKCONSULTING.COM

AWJ
 AWJ
 AWJ
 06/16/2023
 23-0021
 1" = 20'

SPRING DATE:
 REZONING SITE PLAN

C1.0



RESOLUTION NO. 3447

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.

It is important to SBA to extend the lease soon in order 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 starting on May 1, 2031. Commencing on May 1, 2032, and each anniversary of such date the rent shall increase 3%.

I utilized the assistance from Bridgett Raper, Small Cities Coalition, and MTAS, to ascertain whether this extended ground lease was competitive (relative to rent) in comparison with other cities. I was able to obtain a couple of ground leases from other cities and I found that our proposal was equal to or better than the others.

Attachment

JSM/

RESOLUTION NO. 3447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER TO EXTEND A LEASE AGREEMENT WITH SOUTHEAST TOWER, INC. (SBA PROPERTIES, LLC) FOR PROPERTY LOCATED AT 4218 RINGGOLD ROAD

WHEREAS, 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 behind the Public Safety Station in order to construct a cell tower; and

WHEREAS, the current lease will expire in 2026 and Southeast Tower, Inc. (SBA Properties, LLC) wishes to extend the lease soon in order to secure the current tenants on the tower; and

WHEREAS, the second extension would continue the lease starting in 2026 for five (5) successive terms of five (5) years each for a period of 25 years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the City Manager is hereby authorized to extend a lease agreement with Southeast Tower, Inc. (SBA Properties, LLC) for five (5) successive terms of five (5) years each for a period of 25 years.

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

Adopted this the ____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

Prepared by: Tiffany Gonsalves
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 169HG 002

SECOND AMENDMENT TO OPTION & LAND LEASE

THIS SECOND TO OPTION & LAND LEASE (“Second Amendment”) is executed this ____ day of _____, 202__ (“Effective Date”) by and between **CITY OF EAST RIDGE, TENNESSEE, a Tennessee municipal corporation**, having an address at 1517 Tombras Avenue, East Ridge, Tennessee 37412 (“Lessor”) and **SBA PROPERTIES, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (“Lessee”).

WHEREAS, Lessor and Southeast Tower Inc, a Tennessee corporation, entered into that certain Option & Land Lease dated March 23, 2001, as evidenced by that certain Memorandum of Lease Agreement dated October 21, 2001, and recorded October 31, 2001, as Instrument No. 2001103100357; as amended and assigned from time to time (collectively, “Lease”) and assigned to Lessee, successor by assignment pursuant to that certain Assignment and Assumption of Ground Lease dated October 10, 2001, and recorded October 31, 2001, as Instrument No. 2001103100358; said recordings of the Official Records of Hamilton County, Tennessee, for Lessee’s use of a portion of the real property (“Leased Space”) together with the Easement, located at 4218 Ringgold Road, East Ridge, Tennessee 37412 (“Premises”), being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree, and bind themselves to the following modifications to the Lease:

1. **Section 3. Term**, of the Lease is hereby amended to include the following:

In addition to the renewal terms as referenced in the Lease, the Lease is hereby amended to include five (5) additional successive terms of five (5) years (each a "Renewal Term"). Each Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Lease at least sixty (60) days prior to the commencement of the succeeding Renewal Term. The first additional Renewal Term shall commence on May 1, 2031, upon the expiration of the Renewal Term expiring on April 30, 2031.

2. **Section 4. Rent**, of the Lease is hereby amended to include the following:

On May 1, 2031, Lessor's Rent shall be increased by twenty percent (20%). Commencing on May 1, 2032, and each anniversary of such date thereafter, Lessor's Rent shall increase by three percent (3%). All escalations currently provided in the Lease arising prior to the April 30, 2031, shall be unaffected by this section.

3. **Section 10. Notices**, of the Lease is hereby amended as follows:

If to Lessor: City of East Ridge Tennessee
 1517 Tombras Avenue
 East Ridge, TN 37412

If to Lessee: SBA Properties, LLC
 Attn: Site Administration
 8051 Congress Avenue
 Boca Raton, FL 33487-1307
 Re: TN07786A/East Ridge

4. **Section 18. Exclusive Use**, of the Lease is hereby deleted and replaced as follows:

As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not at any time during the term of the Lease (i) use or suffer or permit another person to use any portion of the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Premises that permits (either during the term of the Lease or after the term hereof) any of the uses permitted under this Lease or other uses similar thereto without the prior written consent of Lessee, in Lessee's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception, or relay of communications signals and/or data by way of small

cells, distributed antenna systems, data centers, C-RAN or fiber, or the generation or storage of power or energy.

5. **Section 34. Right of First Refusal**, of the Lease is hereby deleted and replaced as follows:

If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor, or otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space, or the Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to acquire the interest described in the Offer on substantially equivalent financial terms as the third-party Offer; provided, however, that if such interest is in the Premises (or any portion thereof), Lessee shall have the additional right to acquire an interest in only the Leased Space for a pro-rata portion of the Offer price based on the size of the Leased Space in comparison to the size of the Premises (or any portion thereof) described in the Offer. Further, if the third-party Offer is for any interest in the Leased Space or Premises, Lessee may elect to acquire an easement or fee simple title in the Leased Space or Premises (or portion thereof) on substantially equivalent financial terms as the third-party Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected. If Lessee exercises its right of first refusal, Lessee may require and shall be allowed a commercially reasonable period of time to conduct its due diligence and effectuate the closing of the transaction following the completion of such due diligence on substantially equivalent financial terms as the third-party Offer.

6. Upon full execution of this Lease, Lessee shall pay to Lessor a one-time payment of Thirty Thousand and No/100 Dollars (\$30,000.00).
7. Capitalized terms not defined in this Second Amendment will have the meaning ascribed to such terms in the Lease.
8. This Second Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Premises is located without regard to principles of conflicts of law.
9. Except as specifically set forth in this Second Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this Second Amendment, the terms of this Second Amendment shall take precedence.

10. Lessor acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such exhibit with an accurate survey and legal descriptions of the Leased Space and easements and re-record this Second Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Leased Space and easements described therein shall serve as the descriptions for same for all purposes under the Lease.
11. Lessor represents and warrants to Lessee that Lessor is the sole owner in fee simple title to the Premises and Lessor's interest under the Lease and that consent or approval of no other person is necessary for Lessor to enter into this Second Amendment.
12. This Second Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Second Amendment.
13. Lessee shall have the right to record this Second Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first above written.

WITNESSES:

LESSOR:

City of East Ridge, Tennessee, a Tennessee municipal corporation

Print Name: _____

By: _____

Title: _____

Print Name: _____

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the _____ of the City of East Ridge Tennessee, a municipal corporation, the within named bargainor, and that he as such _____, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by himself as such officer.

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

LESSEE:

SBA Properties, LLC, a Delaware limited liability company

Print Name: _____

By: _____
Joshua Koenig, Executive Vice
President and General Counsel

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 202__, by Joshua Koenig, Executive Vice President and General Counsel of SBA Properties, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

Notary Public _____
My Commission Expires _____

(NOTARY SEAL)

EXHIBIT "A"

Legal description to be incorporated upon receipt of final survey.

SITUATE IN THE COUNTY OF HAMILTON, AND STATE OF TENNESSEE:

PARCEL NO. 1:

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE: THAT PORTION OF LOT SIX (6), TOMBRAS AVENUE ADDITION TO EAST RIDGE, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 52, PAGE 60, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE, THAT IS LOCATED WEST OF THE DOTTED LINE THAT RUNS THROUGH SAID LOT AND AS LABELED ON SAID PLAT AS THE ABANDONED DEED LINE, AND THAT HAS A BEARING AND DISTANCE OF SOUTH 19 DEGREES 50 MINUTES 00 SECONDS WEST 483.97 FEET, AND BEING DESIGNATED THEREON AS PARCEL 3.

PARCEL NO. 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ON AND OVER THE AREA DESIGNATED AS THE 24-FOOT WIDE EXISTING SCHOOL DRIVE THAT IS LOCATED WITHIN THE BOUNDS OF LOT TWO OF SAID FINAL PLAT OF TOMBRAS AVENUE ADDITION TO EAST RIDGE OF RECORD IN PLAT BOOK 52, PAGE 60, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE.

TAX ID NO: 169H G 002

**UNANIMOUS WRITTEN CONSENT
OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE**

The undersigned constitute all of the City Council of **The City of East Ridge, Tennessee, a Tennessee municipal corporation** (the "Corporation"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument in lieu of a formal meeting of the city council of the Corporation:

WHEREAS, the officers and board of directors of the Corporation on the ____ day of _____, 202__, duly adopted a resolution for a Second Amendment to Option & Land Lease ("Second Amendment") on the property described in **Exhibit "A"** to SBA PROPERTIES, LLC, a Delaware limited liability company ("SBA"), to amend the Option & Land Lease dated March 23, 2001, as evidenced by that certain Memorandum of Lease Agreement dated October 21, 2001, and recorded October 31, 2001, as Instrument No. 2001103100357, as amended and assigned from time to time (collectively, "Lease") and assigned to SBA, successor by assignment pursuant to that certain Assignment and Assumption of Ground Lease dated October 10, 2001, and recorded October 31, 2001, as Instrument No. 2001103100358; said recordings of the Official Records of Hamilton County, Tennessee, by and between the Corporation as Landlord and SBA as Tenant.

RESOLVED, that the Corporation shall be and is hereby authorized and directed to grant the Second Amendment, and in connection therewith _____, *[Signing Officer]* as _____ *[Title]* of the Corporation, is hereby authorized, empowered and directed to execute and deliver for, on behalf of, and in the name of the Corporation, the Second Amendment, and any and all documents in connection with the Lease as _____, *[Title]* or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the Corporation; and it is

FURTHER RESOLVED, that _____ *[Signing Officer]* be and is hereby authorized to execute, in the name and on behalf of this Corporation, to take or cause to be taken, any and all actions necessary to enter into, execute, deliver and perform the Second Amendment and any and all documents and documentation (all of which are to be in form and substance as the person executing the same may deem necessary or desirable, the execution thereof by _____, *[Signing Officer]* is conclusive evidence of approval of such form and substance by _____, *[Signing Officer]* that may be required or contemplated under the terms of the Lease and to do any and all things which in his/her discretion he/she may deem to be necessary or appropriate in connection with or in furtherance of the foregoing resolution; and it is

FURTHER RESOLVED, that the signature of _____,
[Signing Officer] on the Second Amendment, and any other documents and
instruments executed in connection therewith or pursuant thereto shall be
conclusive evidence of his/her authority to execute and deliver such instruments or
documents.

FURTHER RESOLVED, that all actions previously taken by the Corporation in
connection with the Second Amendment, and the transactions contemplated by the
foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed
and approved in all respects.

This document may be executed in two or more counterparts, each of which will be deemed an
original and together, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seal effective as of this
_____ day of _____, 202__.

Print Name: _____

EXHIBIT "A"

Parent Parcel Legal

SITUATE IN THE COUNTY OF HAMILTON, AND STATE OF TENNESSEE:

PARCEL NO. 1:

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE: THAT PORTION OF LOT SIX (6), TOMBRAS AVENUE ADDITION TO EAST RIDGE, AS SHOWN BY PLAT OF RECORD IN PLAT BOOK 52, PAGE 60, IN THE REGISTER'S OFFICE OF HAMILTON COUNTY, TENNESSEE. THAT IS LOCATED WEST OF THE DOTTED LINE THAT RUNS THROUGH SAID LOT AND AS LABELED ON SAID PLAT AS THE ABANDONED DEED LINE, AND THAT HAS A BEARING AND DISTANCE OF SOUTH 19 DEGREES 50 MINUTES 00 SECONDS WEST 483.97 FEET, AND BEING DESIGNATED THEREON AS PARCEL 3.

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TAX ID NO: 169H G 002

RESOLUTION NO. 3448

AGENDA MEMORANDUM
SIGN CONSULTANT/CONTRACTOR
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.

The City received three (3) submittals (RFQ's) from the following firms:

- Ortwein Sign, Chattanooga, TN
- Victory Sign Industries, Ft. Oglethorpe, GA
- Professional Sign Services, Chattanooga, TN

The Selection Committee consisting of Shawna Skiles, Mike Howell and myself reviewed the aforementioned submissions (RFQ's) and unanimously selected the firm of Ortwein Sign. Therefore, the Committee recommends that Ortwein Sign be appointed as the City's sign consultant and contractor.

JSM/

RESOLUTION NO. 3448

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL APPROVING ORTWEIN SIGN AS THE
CITY'S SIGN CONSULTANT AND CONTRACTOR**

WHEREAS, on August 20, 2023, the City of East Ridge advertised a Request for Qualifications for 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; and

WHEREAS, proposals were received on September 13, 2023, from the following:

- Ortwein Sign, Chattanooga, TN
- Victory Sign Industries, Ft. Oglethorpe, GA
- Professional Sign Services, Chattanooga, TN

; and

WHEREAS, a selection committee met to review the proposals and recommend a sign consulting firm to the City Council; and

WHEREAS, the selection committee has determined that Ortwein Sign is the most appropriate entity to perform custom sign services for the City and recommends to the Council approval of Ortwein Sign as the City's sign consultant and contractor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that Ortwein Sign is hereby appointed as the City's sign consultant and contractor.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3449

AGENDA MEMO

**PURCHASE AND INSTALLATION OF
NEW TRAFFIC SIGNAL CABINET**

SEPTEMBER 28, 2023

Submitted By:

Mike Ailey

Mike Ailey, Traffic Control Supervisor

SUBJECT:

The Traffic Control Division is requesting the replacement of the traffic signal cabinet for the intersection of John Ross Road and Blocker Lane at Bennett Road. The existing traffic signal cabinet and equipment has been in operation for almost 30 years. The Traffic Control Division has included this project in the approved Fiscal Budget of 2023-2024. Please see the price information from contractor and vendors for the complete replacement of traffic signal cabinet and equipment.

- Nabco Electric Company, Inc. - remove old signal cabinet and install new signal cabinet: \$3,231.00
- Temple, Inc. (Sole Source) new EPAC3108M62-NEMA Controller: \$3,670.00
- Temple, Inc. (Sole Source) new MMU2-16LEip Conflict Monitor: \$1,087.00
Freight: \$75.00
- Southern Lighting & Traffic Systems new traffic signal cabinet and equipment: \$6,753.00
- **Total replacement cost: \$14,816**

RESOLUTION NO. 3449

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE
TO PURCHASE AND HAVE INSTALLED A NEW TRAFFIC
SIGNAL CABINET, TO BE CONSIDERED AS A SOLE
SOURCE PURCHASE**

WHEREAS, the East Ridge Traffic Control Department is recommending the purchase of the of a new traffic signal cabinet to be located at the intersection of John Ross Road and Blocker Lane at Bennett Road; and

WHEREAS, the current traffic signal cabinet and equipment at this location has been in operation for almost 30 years and need replacing; and

WHEREAS, the purchase and installation of the traffic signal cabinet will require various vendors to complete the project as follows:

- Nabco Electric Company, Inc. - remove old signal cabinet and install new signal cabinet: \$3,231.00
- Temple, Inc. (Sole Source) new EPAC3108M62-NEMA Controller: \$3,670.00
- Temple, Inc. (Sole Source) new MMU2-16LEip Conflict Monitor: \$1,087.00
Freight: \$75.00
- Southern Lighting & Traffic Systems new traffic signal cabinet and equipment: \$6,753.00
- **Total replacement cost: \$14,816**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager, or his designee, is hereby authorized to purchase and have installed a new traffic signal cabinet to be located at the intersection of John Ross Road and Blocker Lane at Bennett Road.

BE IT FURTHER RESOLVED that the purchase and installation of the new traffic signal cabinet will be considered a sole source purchase in order for the equipment to be compatible with the City's traffic signal system.

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

NABCO Electric Company, Inc
 2800 2nd Avenue
 Chattanooga, TN 37407
 Phone: (423) 624-0073
 Estimator: Robby Downey
 Email: rdowney@nabcoelectric.com



Bid Proposal

Bid Date	09/13/2023
Bid No	B1526

To: City of East Ridge
 1517 Tombras Avenue
 East Ridge, TN 37412
 Mike Ailey, mailey@eastridgetn.gov

Re: Traffic Cabinet Change Out

Scope of Work

Disconnect and remove the old signal cabinet at John Ross and Bennet Road and replace with the city supplied new traffic cabinet.

Description	Comment	Extended Price
Traffic Cabinet Change Out		3,231.00
	Subtotal \$	3,231.00
	Total \$	3,231.00

Title to all equipment (but not material) furnished by NABCO to the above named shall remain in NABCO until paid therefor. The above named, by accepting this Proposal, grants to NABCO a purchase money security interest in all equipment furnished by NABCO. In the event the equipment furnished by NABCO to the above named as part of this estimate equals or exceeds Five Thousand Dollars (5,000.00), Owner shall execute a UCC-1 financing statement(s) prior to delivery of equipment. All material is guaranteed to be specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by NABCO's workmen's compensation insurance. This Proposal may be withdrawn by us if not accepted within (30) days.

TN LICENSE #13296 exp. 11/30/2024 CLASS BC; CE; UNLIMITED
www.nabcoelectric.com

Temple, Inc.

P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221
Fax (256) 353-4578



Temple

Serving the South Since 1954!

Bill To: City of East Ridge, Tn
1517 Tombras Ave
East Ridge TN 37412

Ship To: City of East Ridge, Tn
1517 Tombras Ave
East Ridge TN 37412

DATE	September 14, 2023
TERMS	NET 30
DELIVERY	10 to 15 Weeks, A.R.O.
SALESMAN	Tim Olinger

Attn: Mike

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
1	EPAC3108M62-NEMA Controller	\$3,670.00	\$3,670.00
1	MMU2-16LEip Conflict Monitor	\$1,087.00	\$1,087.00
1	Freight	\$75.00	\$75.00
TOTAL			\$ 4,832.00

Note:
A 4% fee will be added to all credit card orders.
Tax will be added if applicable.
Freight will be added.
Please submit purchase orders to: Orders@temple-inc.com

Quote Valid For 90 Days.

SALESMAN Tim Olinger



August 22, 2023

Mike Ailey

City of East Ridge, TN

**RE: Sole Source for City of East Ridge, TN
Yunex EPAC Controllers Products / Services**

Dear City of East Ridge, TN:

This letter is to inform you that, as Yunex's sole distribution partner in the southeast United States, you will receive the best possible pricing on Yunex's products and services.

In the foreseeable future, Temple, Inc. believes, the pricing will remain the lowest available pricing for Tennessee municipalities.

The only variable would be extreme tariffs that might possibly drive the material pricing up. Should this occur, Temple will provide you with details on what has increased.

Thank you for your interest and the opportunity to be of service. If additional information is needed, please contact us at 800-633-3221.

Sincerely,

Forrest Temple
President



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

Quote

Date	Quote #
8/24/2023	7656

Customer

City of East Ridge

Project Details

Replacement Cabinet

East Ridge

Project Number

Qty	Item	Description	Unit Cost	Total
1	CAB16087	TS2-2 NEMA cabinet in M52 - Painted Gloss Black (Outside Only)	5,500.00	5,500.00T
1	CPS-TS2-LCD	Nema TS2 LCD Cab Power Supply	498.00	498.00T
5	LS-200	Load Switch, 6 I/O indicators	34.00	170.00T
3	GT-200-SS	2 Channel Dip Switch w/ Delay, Extension Timing, Nema	195.00	585.00T

Sales Tax (0.0%)		\$0.00
Total		\$6,753.00

RESOLUTION NO. 3450

AGENDA MEMORANDUM
East Ridge Baseball/Softball Field Renovation

September 28, 2023

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department opened sealed bids on August 30, 2023, and after a 30-day period only received one bid from River City Athletic Fields for the renovations for baseball-softball fields at 1-4. This bid was sent to 4 different companies. The Parks and Recreation Department then put the project out for bid for 2 more additional weeks. We opened sealed bids on Wednesday September 20, 2023 at 2pm and still only received one bid from River City Athletic Fields.

The Parks and Recreation Department is seeking Council's approval to award the bid to River City Athletic Fields for \$24,595.00. This is a budgeted item.

SS

RESOLUTION NO. 3450

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL APPROVING BIDS FOR BASEBALL AND
SOFTBALL FIELD RENOVATIONS AT CAMP
JORDAN PARK**

WHEREAS, the City of East Ridge advertised for bids for field renovations to the Baseball and Softball Fields 1 - 4 ; and

WHEREAS, sealed bids were opened and publicly read on September 20, 2023, beginning at 2:00 pm. at East Ridge City Hall; and,

WHEREAS, City staff has maintained a file with the one bid received from River City Athletic Fields and,

WHEREAS, after review of the bid, City staff recommends the bid for field renovations to the Baseball and Softball Fields 1 – 4 be awarded to River City Athletic Fields in the amount of \$24,595.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the bid for field renovations to the Baseball and Softball Fields 1 – 4 be awarded to River City Athletic Fields in the amount of \$24,595.00.

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. 3451

AGENDA MEMORANDUM
PAVILION

September 28, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City Council at their regular business meeting on September 14, 2023 gave City Staff the green light to move forward with plans to construct 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 early 2018 expressed interest in building a pavilion and creating a “town center” concept. The City entered into an architectural agreement with Hefferlin + Kronenberg Architects by the adoption of Resolution No. 2770 on April 14, 2018. The project entailed the design and development of construction documents for an open-air building that would include restrooms and a concession area. Heidi Hefferlin, Project Architect for the pavilion, started work on this building project; however, the project was placed on hold several months later and the financial resources were diverted from this project to the construction of a much needed Animal Shelter Facility (replacement facility).

Hefferlin + Kronenberg Architects were the architects for the City of Collegedale’s main pavilion. That pavilion is 9,000 square feet with garage doors around the perimeter so that the facility can be open-air or completely enclosed depending on the function/activity being held and/or the weather. Thus the facility is available for year-round use. The pavilion does not possess restrooms (located in another building) nor a kitchen area.

Since the City had an architectural agreement with Hefferlin + Kronenberg Architects that was placed on hold due to circumstances previously mentioned, I would recommend to the City Council that said agreement be activated with the compensation for services to be re-negotiated. I have talked with Ms. Hefferlin and she would be more than happy to come on board as the architect for the pavilion project.

There are some decisions that need to be made before work actually starts as to the design and structure of the pavilion facility. These factors are as follows:

- Size of the pavilion
- Garage doors around the perimeter so the facility can be open-air and/or enclosed.
- Full kitchen
- Restrooms and storage room
- Fireplace
- Heat and air-conditioning
- Exact location

After discussions with Ms. Hefferlin and Shawna Skiles I would recommend that the pavilion be a “first class” facility that would showcase the “town center” concept, and include the following design and structural features:

- Size – 10,000 square feet (seat up to 500 persons) with 2,000 square feet for restrooms, storage and kitchen.
- Garage doors around the perimeter so the facility can be open-air and/or enclosed.
- Full kitchen
- Fireplace
- Heat and air conditioning
- Location – behind the City Hall and Community Center buildings.

Once I have received the approval of the City Council to engage Ms. Hefferlin as the project architect and obtain agreement on the design/structural features noted above, the City can move forward on building the City a pavilion.

Attachments – Pavilion in Collegedale, TN

JSM/

RESOLUTION NO. 3451

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ACTIVATE AN ARCHITECTURAL AGREEMENT WITH HEFFERLIN + KRONENBERG ARCHITECTS RELATING TO THE DESIGN AND DEVELOPMENT OF A PAVILION

WHEREAS, on April 4, 2018, City Council approved Resolution No. 2770, an architectural agreement with Hefferlin + Kronenberg Architects, for the design and development of construction documents for an open-air pavilion; and

WHEREAS, Hefferlin + Kronenberg began work on the pavilion project; however, the project was placed on hold and the financial resources were diverted to the construction of a much-needed new Animal Shelter Facility; and

WHEREAS, on September 14, 2023, City Council gave City Staff the approval to move forward with plans to construct a pavilion on City property behind the City Hall and Community Center; and

WHEREAS, Hefferlin + Kronenberg has expressed interest in re-activating the agreement with the City to be the architect for the pavilion project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the architectural agreement with Hefferlin + Kronenberg, approved on April 4, 2018, is hereby re-activated in order for Hefferlin + Kronenberg to serve as the architects for the pavilion project.

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:

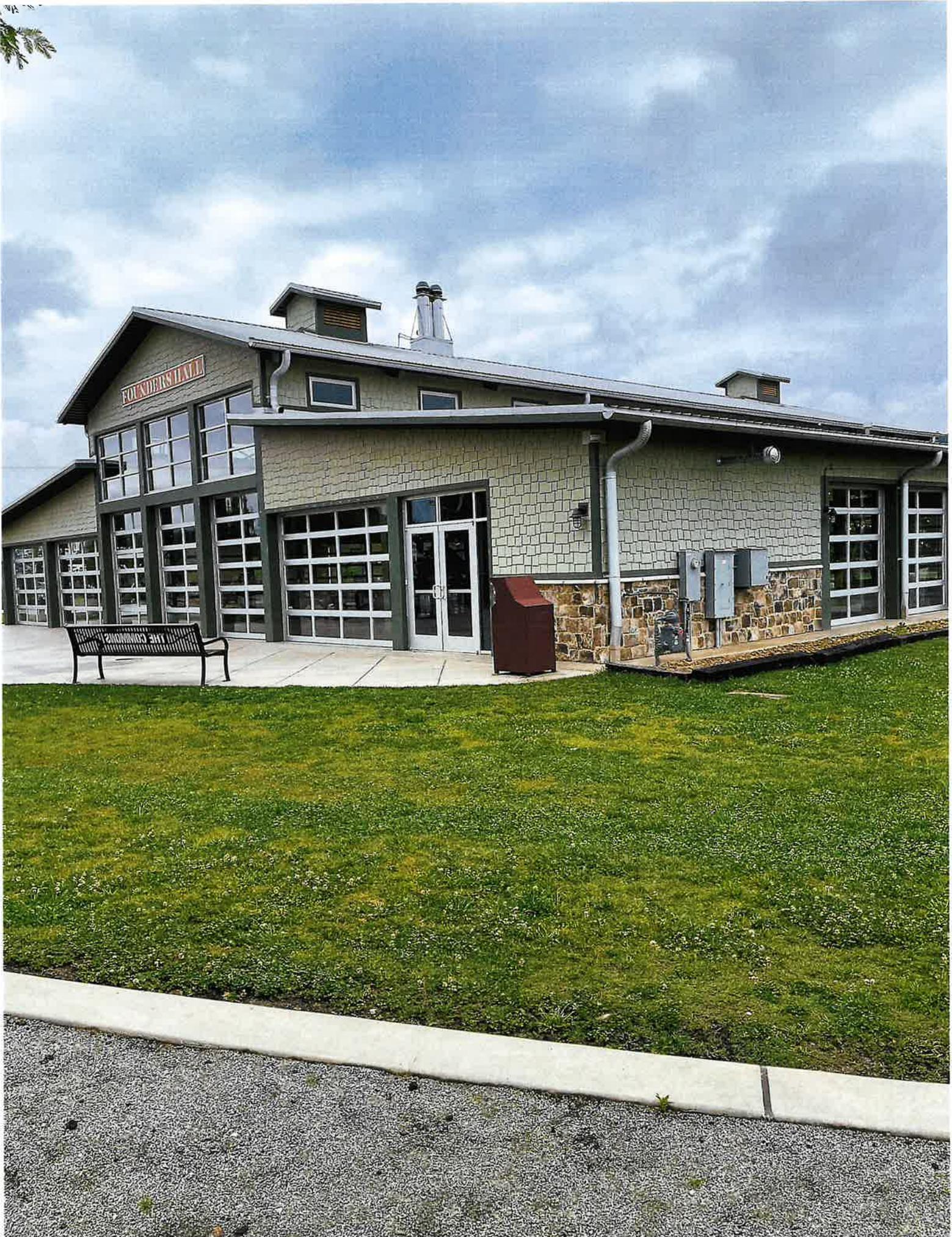
J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

FOUNDERS HALL





FOUNDER STATE

IN THE COMPANY





RESOLUTION NO. 3452

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 WWTAs 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.

Attached hereto please find a letter dated September 25, 2023 from Jeff Sikes, ASA Engineering, providing more details and information regarding this change order for CEI services.

Attachment

JSM/

RESOLUTION NO. 3452

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROVE THE
ATTACHED CHANGE ORDER REQUEST #1 FROM ASA
ENGINEERING AND CONSULTING, INC. IN REGARD TO
THE RINGGOLD ROAD SR8 RINGGOLD ROAD CORRIDOR
PROJECT (MULTI-MODAL PROJECT)**

WHEREAS, ASA Engineering and Consulting, Inc. is requesting a change to the original scope of work of the SR8 Ringgold Road Corridor Project (Multi-Modal Project), as described in the attached Change Order Request, for the purpose of covering the cost of additional work and time due to a TDOT change order which extended the project completion date from May 11, 2023 to November 28, 2023; and

WHEREAS, the completion date was extended mainly due to conflicts with utility work also being done in the same areas; and

WHEREAS, the additional cost associated with Change Order Request #1 is an amount not to exceed \$249,320.00; and

WHEREAS, the City Council deems the completion of the project, including the addition of the necessary work and time, to be in the best interest of the citizens of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to approve Change Order Request #1 from ASA Engineering and Consulting, Inc. to cover the cost of additional work and time necessary to complete the SR8 Ringgold Road Corridor Project (Multi-Modal Project), due to an extension by TDOT of the project completion date, and in an amount not to exceed \$249,320.00.

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

September 25, 2023

Via Email: jscottmiller@eastridgetn.gov

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

Re: PIN 122000.00 US 41/SR8 Ringgold Road Corridor Project

Subject: CEI Changer Order No. 1

Mr. Miller,

Asa Engineering and Consulting, Inc., hereby requests the approval of Change Order No. 1 in the amount of two hundred forty-nine thousand three hundred twenty dollars (~~\$349,320.00~~) to allow CEI services to continue on the above referenced project.

As you are aware, the Ringgold Road project has experienced significant delays due to sewer and gas main conflicts with the storm sewer installation. These conflicts have resulted in the addition of 201 calendar days to the construction contract per TDOT Change Order No. 2, which changed the project completion date from May 11, 2023, to November 28, 2023. Accordingly, Asa is requesting this change order to compensate for providing CEI services during the same period.

Please find below a breakdown of estimated CEI costs associated with the 201 calendar day extension:

Original Contract Completion Date: May 11, 2023
Time Extension per TDOT CO#2: 201 Calendar Days
Revised Completion Date (per CO#2): November 28, 2023
Asa Original CEI Contract Amount: \$382,198.40
Asa CEI CO#1 Requested: \$249,320.00
Revised Asa Contract Amount: \$631,518.40

Labor Description	Est. Labor Hours	Hourly Rate	Total Costs
CEI Construction Manager	350	\$125	\$43,750.00
Sr. Construction Inspector	1342	\$85	\$114,070.00
Office Engineer	350	\$70	\$24,500.00
EPSC Inspector	350	\$70	\$24,550.00
Sr. Design Engineer	250	\$125	\$37,500.00
Survey Crew	40	\$150	\$5,000.00
		TOTAL	\$249,320.00

Since the 201 calendar day time extension is directly attributed to utility conflicts that are beyond Asa's or the Contractor's control, the City of East Ridge may seek reimbursement of the CEI costs associated with this change order from WWTA and/or Chattanooga Gas Company.

We appreciate the opportunity to continue to serve the City of East Ridge. Please contact me if you have any questions or if you need additional information.

Best regards,

ASA ENGINEERING AND CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'J. Sikes', written in a cursive style.

Jeff A. Sikes
Executive Vice President

RESOLUTION NO. 3453

AGENDA MEMORANDUM

Violent Crime Intervention Fund Competitive Collaborative Enhancement Grant

Date: 9/28/2023

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department requests council approval to join with local county and municipal agencies for the acceptance of a Violent Crime Intervention Fund Collaborative Enhancement Grant from the State of Tennessee Office of Criminal Justice Programs. The grant is for \$1,800,000 to address regionally specific needs to combat violent crime through a collaborative, regional/multi-jurisdictional approach that includes sharing of intelligence and resources to effectively respond to violent crime. The grant requires no matching funds and is for a period of three years.

Hamilton County Sheriff's Office is the awarded agency on the grant, and funds will be managed by them. Specifically for the City of East Ridge, fourteen (14) automated license plate readers will be positioned in strategic locations within the city limits of East Ridge.

Attachment: Hamilton County Government Grant Contract

RESOLUTION NO. 3453

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO JOIN WITH HAMILTON COUNTY AND OTHER MUNICIPAL AGENCIES TO ACCEPT A GRANT FROM THE STATE OF TENNESSEE OFFICE OF CRIMINAL JUSTICE PROGRAM VIOLENT CRIME INTERVENTION FUND

WHEREAS, the City of East Ridge Police Department wishes to join with Hamilton County and other municipal agencies to accept a grant from the Tennessee Office of Criminal Justice Program Violent Crime Intervention Fund; and

WHEREAS, the grant, in the amount of \$1,800,000, will be used to address regionally specific needs to combat violent crime through a collaborative, regional/multi-jurisdictional approach; and

WHEREAS, the Hamilton County Sheriff's Office is the awarded agency of the grant and funds will be managed by their office; and

WHEREAS, the City of East Ridge Police Department plans to use the funds for fourteen (14) automated license plate readers; and

WHEREAS, the grant requires no matching funds from the City and is for a period of three (3) years.

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 accept the Tennessee Office of Criminal Justice Program Violent Crime Intervention Fund Grant, to be shared by Hamilton County and other municipal agencies, with no matching funds from the City.

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

MEMORANDUM

TO: Veronica Coleman, Fiscal Director
Office of Business and Finance

FROM: Jennifer Brinkman, Director
Office of Criminal Justice Programs

CC: Daina Moran, Deputy Director
Ronald G. Williams, Asst. Director; Quality Assurance
Wendy Heath, Asst. Director; Fiscal

DATE: July 27, 2023

SUBJECT: Distribution of Grant Funds

OCJP respectfully submits the enclosed completed **contract under a DGA** for processing and entering into Edison.

Grant Award Type: **VCIF**

DGA #: **77241-VCIF (End-6/30/2025)**

Authorized Agency: **Hamilton County Government**

Edison ID#: **NEW**

County Location: **33000**

Category #: **VCIF Community Crime Prevention 92101504 Law Enforcement Services (Including Process Server Services)**

This grant has met all the requirements to receive grant funds as determined by the Office of Criminal Justice Programs, Department of Finance and Administration.

This grant includes indirect costs: Yes No

This is a VOCA grant that contains a National Emergency Pandemic Mandatory Match Waiver: Yes No

For questions or assistance regarding this contract, please contact **Ben Weinstein** at Benjamin.Weinstein@tn.gov or (615) 687-7061.

STATE AGENCIES ONLY

Match Source (select all that apply):

Cash

In-kind

Miscellaneous Appropriations

Positions (if applicable):

Number of Full-time: _____

Number of Part-time: _____

POST OBF PROCESSING:

Signed Grant Contract Attached to Edison DGA Transactional Page:

Attached By (Initials): _____

Date Attached: _____

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date	End Date	Agency Tracking #	Edison ID		
8/15/2023	6/30/2024	-			
Grantee Legal Entity Name				Edison Vendor ID	
Hamilton County Government				4208	
Subrecipient or Recipient		Assistance Listing Number: N/A			
<input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Grantee's fiscal year end: June 30			
Service Caption (one line only)					
VCIF, Competitive Collaborative Enhancement Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24	\$1,800,000.00				\$1,800,000.00
FY25					
FY26					
TOTAL:	\$1,800,000.00				\$1,800,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<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.			CPO USE - GG		
Digitally signed by <i>Veronica Coleman</i> TM Lisa von Haeger Date: 2023.08.03 13:35:48 -05'00'					
Speed Chart	Account Code				
FA00003518	County - 71301000				

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
HAMILTON COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hamilton County Government, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

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 comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
 1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
 - b. The grantee shall be required to:
 1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees

of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

- c. Any change in terms or conditions will require a contract amendment.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 8/15/2023 ("Effective Date") and extend for a period of Ten (10) months and Sixteen (16) days after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, 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. Payment Methodology. 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. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice 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 not include any reimbursement request for future expenditures.
 - (3) 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.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) 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 Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said 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 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 contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. 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.9. 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.10. 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.11. 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.12. 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.13. 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 complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the 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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- 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:

Ben Weinstein, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Benjamin.Weinstein@tn.gov
 Telephone # (615) 687-7061

The Grantee:

Mark Hooper, Captain
 Hamilton County Sheriff's Office
 600 Market St.
 Chattanooga, Tennessee 37402
 Email: mhooper@hcsheiff.gov
 Telephone # (423) 413-1841

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

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

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

cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. 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.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has

ended, the Grantee shall fill out the End of Fiscal Year (“EOFY”) (accessible through the Edison Supplier portal).

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, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.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. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. 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 hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the

remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- 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.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state

sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and

(ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:

- a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.
 - b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

HAMILTON COUNTY GOVERNMENT:

 7/17/2023

GRANTEE SIGNATURE **DATE**

Weston Wamp, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

 Digitally signed by Daina M. Moran
Date: 2023.08.09 14:09:17 -05'00'

JIM BRYSON, COMMISSIONER **DATE**

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VCIF
OCJP JAG Priority Area

Required Information on Authorizing Agency: Name: Hamilton County Government Federal ID Number (FEIN): 62-6000636 DUNS Number: SAM Expiration Date: Fiscal Year End Date: June 30		Implementing Agency: Name: Hamilton County Sheriff's Office Address: 600 Market St. Chattanooga, TN 37402-	
Will You Have Any Subcontracts? No			
Project Title: Competitive Collaborative Enhancement Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Weston Wamp, County Mayor 625 Georgia Ave. Chattanooga, 37402		Phone Number: (423) 209-6100 EXT:	E-Mail Address: countymayor@hamiltontn.gov
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Mark Hooper, Captain 600 Market St. Chattanooga, 37402		Phone Number: (423) 413-1841 EXT:	E-Mail Address: mhooper@hcsheff.gov
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Jackson Ellis, Finance Manager 600 Market St. Chattanooga, 37402		Phone Number: (423) 209-7000 EXT:	E-Mail Address: jellis@hcsheff.gov
County/Counties Served (Type ALL if Statewide): Hamilton			
U.S. Congressional District(s): 3			

**Competitive Collaborative Enhancement Grant - Scope of Services
Violent Crime Intervention Fund Grant
FY 2023-2025**

APPLICANT AGENCY NAME: Hamilton County Sheriff’s Office, Hamilton County, Tennessee

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

Discuss the nature and magnitude of the problem(s) to be addressed by the proposed funding. This should be based on current data from reliable sources that describe in detail the most pressing issues.

- A.1. Describe the unique **REGIONAL/MULTIJURISDICTIONAL violent crime** issue(s) your agency and your collaborative partners are experiencing. Please include regional data and information (population, demographics, violent crime statistics) from the other law enforcement partners you intend to collaborate with in addressing these violent crime issues. Sources should include Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data, among others.

According to the 2021 census the population of Hamilton County is **369,135**. Demographic summary included below.

Table A: 2021 Census Population Demographics of Hamilton County, Tennessee

Race and Hispanic Origin	
① White alone, percent	△ 75.9%
① Black or African American alone, percent (a)	△ 19.0%
① American Indian and Alaska Native alone, percent (a)	△ 0.6%
① Asian alone, percent (a)	△ 2.2%
① Native Hawaiian and Other Pacific Islander alone, percent (a)	△ 0.2%
① Two or More Races, percent	△ 2.1%
① Hispanic or Latino, percent (b)	△ 6.4%
① White alone, not Hispanic or Latino, percent	△ 70.6%

See Table B: TIBRS data for Hamilton County below. Hamilton County covers 576 square miles and is the fourth largest county in the state of Tennessee. It is cut in half by the Tennessee river, which presents unique challenges for responding agencies. Criminals often perpetrate their crimes in more than one jurisdiction, which means that it is critical for law enforcement agencies to effectively work together to ensure more successful prosecution. For Hamilton County as a whole, there are many times where property crimes committed in the County (e.g., stolen guns, cars, etc.) fuel violent crimes in the city. For example, guns and cars that are stolen in the county are often used for violent crimes, like drive-by shootings, in our region. These types of crimes make up the majority of assault cases that are most prevalent in Hamilton County. With these factors in mind, the Hamilton County Sheriff’s Office and our regional partners have determined that VCIF funding serve Hamilton County citizens in addressing violent crime through the purchase of LPRs, an Armored Vehicle, and applicable training.

Table B: TIBRS data for Hamilton County, TN

Measures		Number of Crimes
Offense Type	Jurisdiction by Geography	
<u>Crimes Against Persons</u>	<u>Hamilton</u>	8,074
Murder	<u>Hamilton</u>	37
Negligent Manslaughter	<u>Hamilton</u>	
Justifiable Homicide	<u>Hamilton</u>	
Negligent Vehicular Mansl..	<u>Hamilton</u>	
Kidnapping/Abduction	<u>Hamilton</u>	132
Forcible Rape	<u>Hamilton</u>	200
Forcible Sodomy	<u>Hamilton</u>	27
Sexual Assault W/Object	<u>Hamilton</u>	16
Forcible Fondling	<u>Hamilton</u>	221
Incest	<u>Hamilton</u>	1
Statutory Rape	<u>Hamilton</u>	23
Aggravated Assault	<u>Hamilton</u>	2,548
Simple Assault	<u>Hamilton</u>	4,512
Intimidation	<u>Hamilton</u>	249
Stalking	<u>Hamilton</u>	104
Commercial Sex Acts	<u>Hamilton</u>	4
Involuntary Servitude	<u>Hamilton</u>	
Arson	<u>Hamilton</u>	41

The City of Chattanooga suffers from a very high violent crime rate that ranks it as one of the “Top 100 Most Dangerous Cities in the USA” according to various media outlets and crime reports. There are numerous examples of critical infrastructure, soft targets, and crowded places in and around Hamilton County and our partner agencies which are subject to increased levels of violent crime. HCSO is the primary responder or has in place a Mutual-Aid agreements with partner agencies to respond to these venues to investigate, deter, and respond to violent crimes occurring at these locations. Violent crime occurring at any of these locations has regional, national, and international complications. It is of the utmost importance the HCSO and its partner agencies be able to prevent and respond to violent crime at these locations for the collective safety of the community and economic implications which violent crime at these locations carries. These locations frequently hold events attended by tens of thousands and are internationally known. Locations include but not limited to:

- The University of Tennessee Chattanooga has 11,638 students on a 321-acre campus.
- The county is home to 115 schools, with 18 high schools, 14 middle schools, 42 elementary schools, 5 charter schools, and 36 private schools.
- The Chickamauga Dam is a 129-foot high, 5,800 foot long, hydroelectric facility with 4 generators that produce 142 MWs of energy.
- The Sequoyah Nuclear Plant is a 525-acre facility with 2 reactors that produce 2,440 MWs of energy.
- The Chattanooga Metropolitan Airport is a 950-acre facility with 2 runways that serves over a million passengers per year.
- Erlanger Baroness Hospital is a 688-bed facility with the regions only level I trauma center and radiology equipment.
- The Wilkes T. Thrasher Bridge, the CB Robinson Bridge, the Veterans Memorial Bridge, the Market Street Bridge, and the Olgiate Bridge which all cross the Tennessee River within Hamilton County.
- Volkswagen Group of America Chattanooga Production Plant with 1,400 acres and 3,800 employees
- McKenzie Arena - 12,000 seat multi-purpose facility
- Memorial Auditorium- 4,800 seat multi-purpose facility

- Finley Stadium- 20,412 seat multi-purpose facility
- Tourist destinations: Tennessee Aquarium, Rock City, Tennessee River Park, Civil War Battle Fields (Point Park, Signal Point, Craven House, and Missionary Ridge), Booker T. Washington State Park, Harrison Bay State Park, Childrens Discovery Museum.
- Hamilton Place Mall – 1,160,861 Sq Ft facility visited by 9.3 million visitors annually.
- Norfolk Southern Debutts Yard – the second largest railyard in the Norfolk Southern System

Annual events held at these locations:

- World Rally Race Event
- Chattanooga Gran Fondo Bike Race
- International Ironman 70.3
- Riverbend Music Festival
- Chattanooga Waterfront Triathlon
- Moon River Festival
- World Ironman- Full race
- 7 Bridges Marathon
- Head of the Hooch National Boat Race
- TSSAA Championship

Our projects with partner agencies address critical needs to address violent crime and increase public safety in relation to the VCIF goals and our community.

- A.2. Based on the information provided above, please identify which target crime types, victim types, and/or other regional issues of particular interest VCIF enhancement funding will help to address.

The most prevalent violent crimes in Hamilton County are Simple Assault and Aggravated Assault. As discussed above, there is a direct correlation between the rates of property crime and violent crime wherein the theft of vehicles and weapons fuel violent crimes across the region, namely Simple Assault and Aggravated Assault. Residents in rural areas are frequently victims of property crimes, and inner-city residents are frequently victims of violent crimes. Additionally, within the city there is often overlap between victims and perpetrators of these violent crimes with many of them being involved in some type of organized criminal group. The VCIF funding will enhance the ability of participating partners to more effectively communicate, share data, identify suspects, and increase successful prosecution of criminals within the Hamilton County area.

Most notably, the use of the armored vehicle in conjunction with event operational planning will be staged strategically, within close proximity, to the venues and events listed in section A.1. The vehicle will be used and aid with law enforcement's ability to prevent and deter violent crimes such as, aggravated assaults and robberies from occurring in relation to these areas. This is affected by placing the vehicle at events held by these venues to provide a visual display of law enforcement's level of preparedness and response capabilities. It is proven through various studies conducted by the Department of Justice that a highly visible display of law enforcement's response capabilities greatly reduces violent crimes from occurring, as opposed to no visible display (ref: Relationship Between Police Presence and Crime Deterrence, *Police Journal* Volume: 58 Issue: 2 Dated: (April-June 1985) Pages: 118-131). Having the vehicles staged close to such events and venues will also aid in the rapid response to violent crimes, thus reducing the act of aggression and saving lives by providing the much needed and appropriate equipment to respond. It will also provide a platform from which law enforcement can respond to and evacuate victims of violent crime, thus limiting violent crimes impact on society.

In addition to the frequent physical presence at these venues, the armored vehicle would be included in response plans, drills, exercises, and operation plans developed with partner agencies and venues for events held at these locations, along with the response to and prevention tactics employed for investigating and responding to violent crimes.

- A.3. Please briefly describe any obstacles or issues your agency has experienced with addressing these issues previously. How will VCIF funding help your agency to mitigate those obstacles?

Summary

Historically, there has been room for improvement between the agencies within Hamilton County and these partner agencies in regard to collaboration and communication when sharing violent suspect identification information and response to active threats. The VCIF funding will give each partner agencies access to common tools to use to enhance these areas of need and further our common goal of collaborating and increasing prosecution of criminals across the region, while keeping our citizens and first responders safe, in a timely manner. These projects will enhance the ability of our partner agencies to share this vital information to aid in the quick apprehension and prosecution of violent offenders, which increases the safety of citizens within our region.

Armored Vehicle

Problem: The increase in attacks specifically targeting law enforcement officers and soft target public venues only emphasizes the need for such an armored vehicle. According to the 21 December 2022 Monthly Update: Law Enforcement Officers Shot and Killed in the Line of Duty from the National Fraternal Order of Police, 323 officers have been shot in the line of duty as of December 21, 2022, which is up 7% from the same date in 2020 and up 13% from the same date in 2019. Of those officers shot, 60 of them were killed by gunfire (up 28% from the same date in 2020 and up 23% from 2019). There have been 87 ambush-style attacks on law enforcement officers as of December 21 this year. These ambush attacks have resulted in 124 officers shot with 31 of them killed by gunfire.

In October 2015, the US Department of Justice release a report entitled: Ambushes of Police. The report detailed the number of ambush attacks on law enforcement officers from 1990-2013. In 2013 alone, there were between 200 and 300 ambush attacks reported. The Executive Summary states: "...the portion of fatal attacks on officers attributable to ambushes [is] increasing. Concerns about targeted violence against police are on the rise, while officers must not only be guardians of the public but also be prepared to respond to violence targeting them."

In May 2017, the Federal Bureau of Investigation (FBI) released a report entitled: The Assailant Study: Mindset and Behavior. The report identified a disturbing and growing trend of attackers who are motivated by a desire to kill a law enforcement officer. This motivation, the report concludes, is from a "singular narrative that portrays the officer as guilty in traditional and social media and the subject as the victim."

In 2018, the Criminal Justice Information Services Division within the FBI released a report entitled: Ambushes and Unprovoked Attacks: Assaults on Our Nation's Law Enforcement Officers. This comprehensive report concluded: "While the overall number of officers who were feloniously killed was declining [at that time], the percentage of officers feloniously killed during surprise attacks was increasing."

With increased risks to the safety of law enforcement and our communities from violent incidents much like the ones listed, criminal investigations can often result in the need to execute search warrants to locate and apprehend these offenders and collect crucial evidence for prosecution. These situations require officers to be proficient in their abilities in a high stress environment. Officers executing these warrants to apprehend offenders and keep our communities safe, do so while placing their own lives in harm's way. Once a criminal is apprehended the need for evidence collection and prosecution preparation must begin. It should be noted that violent crime numbers in Tennessee are significantly higher than the national average which, therefore, increases the possibility that law enforcement officers will encounter violent crime incidents, even if they are not currently. Rising crime rates in our area were led by a 25.0% rise in murder cases and a 34.5% rise in robberies. Much of the violent crime in the Chattanooga regional area involves firearms. When you consider the threats of both extremist and domestic terrorism and a sharp rise in political violence in the last 5 years, there is no doubt our law enforcement officers desperately need modern day tools to keep our communities safe.

The Armored Vehicle designed by Lenco is a complete tactical ambulance with hardened walls and blast proof windows that protect passengers from the types of high caliber ballistic and projectile weapons used in recent terrorist attacks, allowing our medical personnel to deploy directly into hot zones to respond to attacks and help the injured. The vehicle provides ALS features such as space for 2 emergency litters, adjustable overhead lighting, medical supply storage, IV hookups and oxygen tanks that will allow our team to provide aid and safe transport to those wounded in critical incidents. On top of this, the vehicle offers 4-wheel drive capability, run flat tires, and the potential to reach highway speeds, helping us to respond to calls throughout the county quickly in all road conditions. These capabilities will allow us to work off road when responding to calls in rural and remote areas of the county, while still allowing us to respond quickly to incidents taking place in the more densely populated neighborhoods found throughout the Chattanooga Metro Area. The vehicle can carry up to 12

operators in full tactical gear and can fit up to 20 civilians in need of rescue or evacuation from violent crimes. All these features and capabilities will aid the partner agencies with increasing the community's safety along with deterring and reducing violent crimes.

An armored vehicle equal to a Lenco Company commercially produced vehicle, which is designed from the ground up for use by civilian law enforcement in rural and urban settings with a readily serviced and maintained engine/drivetrain from the Ford Motor Company. It is not a military vehicle, but rather a vehicle designed specifically with civilian law enforcement use in mind. These smaller vehicles are obviously better suited to employment by civilian law enforcement and have proven more reliable when needed on demand (often not the case with surplus or production military vehicles).

Operationally the Hamilton County Sheriff's Office's Special Weapons and Tactics Team was met with many challenges in 2022. Requests for SWAT assistance from HCSO remained consistent with the previous year; however, the two-year average for requests is drastically elevated compared to years prior to 2020. The increase can be attributed to an increase in violent crimes coupled with manpower shortages seen in agencies across the Southeast Tennessee Region.

In 2022, many surrounding agencies have eliminated tactical teams or are unable to train, staff, or equip their teams to an effective operational capacity. As the county seat for Tennessee Homeland Security District III, this gap in tactical capabilities created the need for HCSO SWAT to respond outside of Hamilton County or to other municipalities (our partner agencies) within Hamilton County more frequently in 2022. This validates the need for HCSO SWAT to be better equipped in regard to manpower, equipment, and training in order to effectively reduce violent crime and increase the safety of our region while responding to assist our partner agencies.

In total, the HCSO SWAT Team responded to 56 active threat events where such a vehicle would have aided with the safety of citizens and law enforcement personal in the community or the deterrence/ prevention of violent crime from occurring. Below is a list containing the number of events by category HCSO SWAT responded to, this list only contains HCSO numbers and consideration should be given to partner numbers that would greatly increase these numbers. The number of violent crimes that this vehicle would respond to validates the need for such a vehicle in this region.

2022 HCSO SWAT Number of Operational Events by Category

1. Total Callouts – 20
 - a. Barricades- 6
 - b. Assist another agency – 7
 - c. Active threat/ fugitive search - 6
 - d. Hostage – 1
2. Total High Risk Search Warrants – 23
 - a. Assist HCSO unit – 16
 - b. Assist other agency- 7
3. Total High Risk Arrest Warrants – 3
 - a. Assist HCSO unit – 2
 - b. Assist another agency – 1
4. Total Physical Site Security – 4
5. Total Dignitary Protection – 1
6. Total Sever Weather Response – 3
7. Total Search and Rescue Response – 2
 - a. Assist another HCSO unit – 1
 - b. Assist another agency – 1

Total HCSO SWAT Operational Events: 56

License Plate Readers:

Problem: Suspects often cross jurisdictional boundaries to commit crimes and there have previously been very few options

for tracking these movements. The use of LPR's will allow the HCSO and our partner agencies to better track criminal movements and more quickly apprehend and prosecute perpetrators of violent crimes. License plate readers have not been an affordable expense for the HCSO and most of our partner agencies, with the exception of the Chattanooga Police Department Real Time Intelligence Center, which is why the use of the VCIF funds for this is critical.

Stationary Cameras:

Problem: The Chattanooga Housing Authority Police Department (est. 2002) provides police services to over 6,000 public housing and housing choice voucher residents in CHA public units. While the Chattanooga Police Department has jurisdictional first response, the Chattanooga Housing Authority Police Department (CHAPD) provides critical support to alleviate pressure on already taxed investigation and law enforcement response for these residents. The CHAPD provides critical support in criminal investigation and community outreach. With this in mind, the CHAPD has noticed a significant increase in violent crime, most of which involve juveniles. Of the many mitigation and response efforts conducted by CHAPD and regional partners have concluded there is a significant need for stationary cameras to promote public safety in these high violent crime hotspots. CHAPD has identified Motorola Avigilon Cameras as a potential vendor option, as it will tie in with regional use of Motorola LPRs for seamless intelligence sharing. HCSO and regional partners support the purchase of these stationary cameras being deployed in violent crime hotspots as a powerful and cost-effective mitigation tool against violent crime in Hamilton County.

B. PURPOSE

State the goals, objectives, and activities of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.

For a list of Goals, Objectives and Activities please see the VCIF Abstract. You are strongly encouraged to work with UTLEIC to determine which goals, objectives, and activities are appropriate for your project.

Goal 1: Improve safety for citizens in Hamilton County, Tennessee. (Armored Vehicle)

Objective 1.1: Partner with (4) law enforcement agencies to mitigate danger through the deployment of the armored vehicle.

Activity 1:1:1: Work with state contract vendor to procure compliant armored.

Activity 1:1:2: Deploy the armored vehicle to prevent or respond to violent crime.

Objective 1.2: Train up to 20 law enforcement members in utilizing upgraded equipment (the armored vehicle).

Activity 1:2:1: Train internal and partner stakeholders in utilizing upgraded equipment within 6 months of receiving new equipment.

Goal 2: Enhance Identification of suspects and repeat offenders of violent crime who commit violent crimes in Hamilton County, Tennessee.

Objective 2:1: Identify, purchase, and implement license plate readers through identified locations in Hamilton County, Tn.

Activity 2:1:1: Work with state contract vendor to procure compliant license plate readers and stationary cameras.

Goal 3: Improve ability to prosecute violent offenders in Hamilton County, Tennessee.

Objective 3:1: Partner with Chattanooga Housing Authority to address safety needs

Activity 3:1:1: Identify and purchase the stationary cameras in compliance with purchasing rules.

C. COLLABORATION

*VCIF Competitive Collaborative Enhancement Funds are intended to support regional/multijurisdictional collaborative violent crime intervention projects that involve **at least TWO law enforcement agencies**.*

C.1. Name **each partner law enforcement agency** that your agency intends to formally collaborate with as part of this Enhancement project.

- Hamilton County Sheriff's Office
- Chattanooga Police Department
- Signal Mountain Police Department
- East Ridge Police Department
- Red Bank Police Department
- Chattanooga Housing Authority Police Department

C.2. Describe the role that **each partner law enforcement agency** will play in your collaborative regional/multijurisdictional violent crime strategy, including the resources each agency will commit to the strategy.

- Hamilton County Sheriff's Office – The HCSO will serve as project lead. We will coordinate the reporting and purchasing of grant purchases. Each partner agency will have access to the investigative information collected by these projects.
- Our partner agencies will attend regional progress meetings (frequency TBD) and participate in all quarterly, bi-annual, and close out reporting measures necessary.
 - Chattanooga Police Department
 - Signal Mountain Police Department
 - East Ridge Police Department
 - Red Bank Police Department
 - Chattanooga Housing Authority Police Department
- Regarding the administration of the LPR data, in compliance with state, local, and federal regulations, all of the aforementioned agencies will pursue data sharing MOUs to have ubiquitous access and intelligence sharing.

C.3. If your agency intends to pass any VCIF grant funds through to these collaborative law enforcement partner agencies (subcontract), please explain that below, including the amount of funds and the purpose.

The Hamilton County Sheriff's Office does not intend to pass any VCIF Grant Funds through to our collaborative law enforcement partner agencies.

C.4. Please include Letters of Support for **each partner law enforcement agency** your agency plans to collaborate with on this Enhancement project.

Letters of support are attached from each agency:

- Chattanooga Police Department
- Signal Mountain Police Department
- East Ridge Police Department
- Red Bank Police Department
- Chattanooga Housing Authority Police Department

C.5. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

The Hamilton County Sheriff's Office will not be partnering with any community-based partners at this time.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

For **the specific expenses listed in your budget** (training, salary, equipment, subcontract/professional fee, etc.) please answer the following questions:

D.1. How will this resource be deployed/used by your agency?

<u>Equipment</u>	<u>Goal and Objective Purchase will address</u>	<u>Deployment / Utilization Plan</u>
121 License Plate Readers	<p>Goal 1: Enhance Identification of suspects and repeat offenders of violent crime who commit violent crimes in Hamilton County, Tennessee. (LPR, Clearview)</p> <p>Objective 1:1: Identify, purchase, and implement license plate readers through identified locations in Hamilton County, Tn.</p> <p>Goal 2: Enhance Identification of suspects and repeat offenders of violent crime who commit violent crimes in Hamilton County, Tennessee.</p> <p>Objective 2:1: Identify, purchase, and implement license plate readers through identified locations in Hamilton County, Tn.</p> <p>Activity 2:1:1: Work with state contract vendor to procure compliant license plate readers and stationary cameras.</p>	<p>The use of regional license plate readers will be a force multiplier for the Hamilton County Sheriff's Office and our regional partners. Oftentimes, criminals will cross jurisdictional boundaries without even knowing. The crossover of crime from one law enforcement jurisdiction to another is prevalent but also very difficult to document. License plate readers will help to more effectively track the movement of criminals and provide their location at the time of crime commission. This will allow all of the partner agencies to create synergy in more effectively tracking, capturing, and prosecuting these criminals.</p>
Armored Vehicle	<p>Goal 1: Improve safety for citizens in Hamilton County, Tennessee. (Armored Vehicle)</p> <p>Objective 1.1: Partner with (4) law enforcement agencies to mitigate danger through the deployment of the armored vehicle.</p> <p>Activity 1:1:2: Deploy the armored vehicle to prevent or respond to violent crime.</p>	<p>In order to increase safety outcomes during high-risk situations* for both perpetrators of violent crime, responding officers, and county citizens, HCSO and regional partners support the use of VCIF funding to purchase and implement the armored vehicle.</p> <p>This vehicle will be deployed across the region at the request of partner agencies in violent crime situations requiring protection from small-arms fire, transport to or egress from hazardous areas involving violent crimes.</p> <p>The vehicle (Lenco BearCat MedEvac LASD TEMS Version) will be outfitted with medical equipment and medical personnel to provide immediate access for injured people to quick vital first stage medical care while being provide the safety of an armored vehicle. HCSO currently has an emergency room doctor and four paramedics on MOU from Hamilton County Emergency Services assigned to the HCSO SWAT Team. These medical personnel will be deployed with this vehicle. The vehicle will be available for use to respond to a high value terrorist target, the TVA Sequoyah Nuclear Plant. HCSO is the primary law enforcement response agency</p>

		<p>for this site through currently established MOU's.</p> <p>The cost of a basic Lenco BearCat MedEvac LASD TEMS version is \$200,169</p> <p>Upgrades to address violent crime include: MedEvac Upgrade- \$85,000 (Oxygen station, Electric outlets/generator, medical cabinets, medical equipment) All terrain upgrade - \$35,000 (run flat tires, suspension, cooling system) Motor upgrade - \$9,000 (6.7 diesel engine) Freight - \$5,000 Total: \$334,169</p>
Training for Armored Vehicle	<p>Goal 1: <i>Improve safety for citizens in Hamilton County, Tennessee.</i></p> <p>Objective 1.2: <i>Train up to 20 law enforcement members in utilizing upgraded equipment (the armored vehicle).</i></p> <p>Activity 1:2:1: <i>Train internal and partner stakeholders in utilizing upgraded equipment within 6 months of receiving new equipment.</i></p>	<p>Hamilton County Sheriff's Office will oversee the use of grant funds to train approximately 20 law enforcement personnel to safely and effectively maintain and operate the vehicle in a train the trainer methodology. A vendor will be identified by the start date of contract in compliance with county and state regulations.</p>
20 Stationary Cameras	<p>Goal 3: <i>Improve ability to prosecute violent offenders in Hamilton County, Tennessee.</i></p> <p>Objective 3:1: <i>Identify, purchase, and implement stationary cameras in the jurisdiction of the CHAPD.</i></p> <p>Activity 3:1:1: <i>Identify and purchase the stationary cameras in compliance with purchasing rules.</i></p>	<p>Chattanooga Housing Authority PD (CHAPD) will oversee the installation of the cameras and monitor the 24/7 recordings as needed for ongoing criminal investigations. This information will be shared as needed with partner agencies to aid in their investigations as well. The total cost of the cameras will include the cost of installation, cameras, storage server, and fiber cables.</p>

D.2. List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.

The Hamilton County Sheriff's Office and our regional partners will not be hiring any staff or implementing subcontracts to implement the goals, objectives, and activities listed above.

D.3. Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above.

<u>Equipment</u>	<u>Goal and Objective Purchase will Address</u>	<u>Deployment / Utilization Plan</u>
License Plate Readers	Goal 1: <i>Enhance Identification of suspects and repeat offenders of violent crime who commit violent</i>	We have met with our regional partners on numerous occasions to identify prominent roadways that are frequently utilized by criminals to travel across

	<p><i>crimes in Hamilton County, Tennessee. (LPR, Clearview)</i></p> <p>Objective 1:1: <i>Identify, purchase, and implement license plate readers through identified locations in Hamilton County, Tn.</i></p> <p>Goal 2: <i>Enhance Identification of suspects and repeat offenders of violent crime who commit violent crimes in Hamilton County, Tennessee.</i></p> <p>Objective 2:1: <i>Identify, purchase, and implement license plate readers through identified locations in Hamilton County, Tn.</i></p> <p>Activity 2:1:1: <i>Work with state contract vendor to procure compliant license plate readers and stationary cameras.</i></p>	<p>jurisdictions. Hotspots were identified based on violent crimes and camera locations were selected to best cover these areas of concern. In compliance with the grant mandates locations were further narrowed down to be placed on state routes.</p> <p>Hamilton County will work with TDOT and CPO to purchase LPRs off the State-wide Contract. LPRs will be installed in State rights of way in accordance with TCA.</p>
Armored Vehicle	<p>Goal 1: <i>Improve safety for citizens in Hamilton County, Tennessee. (armored vehicle)</i></p> <p>Objective 1.1: <i>Partner with (4) law enforcement agencies to mitigate danger through the deployment of the armored vehicle.</i></p> <p>Activity 1:1:2: <i>Deploy the armored vehicle to prevent or respond to violent crime.</i></p>	<p>This vehicle will be used to further enhance our region's ability to effectively and efficiently respond to violent, life-threatening situations with a focus on citizen and officer safety. Current MOU's and new MOU's will be drafted to enhance multi-agency requests for this vehicle.</p>
Training for Armored Vehicle	<p>Goal 1: <i>Improve safety for citizens in Hamilton County, Tennessee. (armored vehicle)</i></p> <p>Objective 1.2: <i>Train up to 20 law enforcement members in utilizing upgraded equipment (the armored vehicle).</i></p> <p>Activity 1:2:1: <i>Train internal and partner stakeholders in utilizing upgraded equipment within 6 months of receiving new equipment.</i></p>	<p>Training with a specialized vehicle is needed to maximize the effectiveness of it. The goal for training funds will be to train approximately 20 or more officers in the use of the vehicle within one year of its delivery. Training will include proper set of medical equipment in the vehicle, effective deployment, and safe operations. By having proper training with this vehicle, law enforcement officers will be able to reduce violent crime and increase the safety of our region by obtaining the knowledge of how to implement this vehicle to its full capability for maximum effectiveness.</p>
20 Stationary Cameras	<p>Goal 3: <i>Improve ability to prosecute violent offenders in Hamilton County, Tennessee.</i></p> <p>Objective 3:1: <i>Identify, purchase, and implement stationary cameras in the jurisdiction of the CHAPD.</i></p>	<p>CHAPD has five full-time officers that review the live video and recordings as needed. Additionally, the Chattanooga Police Department has access to the live and recorded data as well through the Real Time Intelligence Center (RTIC). Going forward, other partner agencies will have access to the same data for utilization in their criminal investigations. Freely sharing intelligence will better equip all partner</p>

	<i>Activity 3:1:1: Identify and purchase the stationary cameras in compliance with purchasing rules.</i>	agencies to combat violent crime in the Hamilton County area.
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D.4. What impact will this funding have on your agency's ability to respond to violent crime?

<u>Equipment</u>	<u>Goal and Objective Purchase will Address</u>	<u>Impact</u>
121 License Plate Readers	<p>Goal 1: Enhance Identification of suspects and repeat offenders of violent crime who commit violent crimes in Hamilton County, Tennessee. (LPR, Clearview)</p> <p>Objective 1:1: Identify, purchase, and implement license plate readers through identified locations in Hamilton County, Tn.</p> <p>Goal 2: Enhance Identification of suspects and repeat offenders of violent crime who commit violent crimes in Hamilton County, Tennessee.</p> <p>Objective 2:1: Identify, purchase, and implement license plate readers through identified locations in Hamilton County, Tn.</p> <p>Activity 2:1:1: Work with state contract vendor to procure compliant license plate readers and stationary cameras.</p>	License plate readers will give the HCSO and our partner agencies the ability to track the movement of criminals through our varying jurisdictions. This will assist us in successful prosecution and provide evidence of suspect presence. Additionally, law enforcement officers will be able to get alerts in real-time to respond to LPR hits as they are received.
Armored Vehicle	<p>Goal 1: Improve safety for citizens in Hamilton County, Tennessee. (armored vehicle)</p> <p>Objective 1.1: Partner with (4) law enforcement agencies to mitigate danger through the deployment of the armored vehicle.</p> <p>Activity 1:1:2: Deploy the armored vehicle to prevent or respond to violent crime.</p>	<p>This vehicle will be used to further enhance our region's ability to effectively and efficiently respond to violent, life-threatening situations with a focus on citizen and officer safety. Current MOU's and new MOU's will be used or drafted to enhance multi-agency requests and deployment for this vehicle.</p> <p>The <i>armored vehicle</i> will be deployed by HCSO among the partner agencies at public venues which are deemed to be a "soft" or high value targets for violent crimes. The vehicle can be used to mitigate violent crime as a show of response and level of preparedness. Having the availability of an armored medical vehicle will provide protection for injured people receiving medical care, which otherwise would not be available during an active threat response, thus delaying lifesaving aid. By using the vehicle in this manner violent crimes will be reduced, and the safety of our communities will be enhanced.</p>
Training for Armored	Goal 1: Improve safety for citizens in Hamilton County,	Training with a specialized vehicle is needed to maximize the effectiveness of it. The goal for training funds will be to train

Vehicle	<p><i>Tennessee. (armored vehicle)</i></p> <p>Objective 1.2: Train up to 20 law enforcement members in utilizing upgraded equipment (the armored vehicle).</p> <p>Activity 1:2:1: Train internal and partner stakeholders in utilizing upgraded equipment within 6 months of receiving new equipment.</p>	<p>approximately 20 or more officers in the use of the vehicle within one year of its delivery. Training will include proper set of medical equipment in the vehicle, effective deployment, and safe operations. By having proper training with this vehicle, law enforcement officers will be able to reduce violent crime and increase the safety of our region by obtaining the knowledge of how to implement this vehicle to its full capability for maximum effectiveness. Training will be coordinated by HCSO upon receiving the vehicle. Partner agencies will be invited to attend familiarization training. By the partner agencies collaborating in regard to training, all agencies will have an understanding of how this vehicle can be best deployed to mitigate violent crime and increase the safety of our communities.</p>
20 Stationary Cameras	<p>Goal 3: Improve ability to prosecute violent offenders in Hamilton County, Tennessee.</p> <p>Objective 3:1: Identify, purchase, and implement stationary cameras in the jurisdiction of the CHAPD.</p> <p>Activity 3:1:1: Identify and purchase the stationary cameras in compliance with purchasing rules.</p>	<p>All partner agencies having access to these live and recorded videos in a well-known violent crime hotspot will allow them to respond in a safer, more-timely fashion with real-time information. Further, all evidence that is recorded on video can be used to assist in identifying and prosecuting in a more accurate fashion the perpetrators of violent crime. With the cameras as a witness, actual human witnesses can be spared the risk of coming forward and having fear of retribution.</p>

Please edit the timeline below to include the activities listed above, according to your specific project:

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
30 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training	Project Director Captain Mark Hooper
60 days after contract execution	Work with TDOT to finalize LPR placement	Project Director Captain Mark Hooper
60 days after contract execution	Work with purchasing dept to place order Bearcat	Project Director Captain Mark Hooper
10-11 months after contract execution	All purchases finalized and invoiced	Project Director Captain Mark Hooper
10-11 months after contract execution	All trainings required are scheduled, attended, and paid for	Project Director Captain Mark Hooper
23 months after contract execution	All equipment/technology needed for programming is installed	Project Director Captain Mark Hooper
Report submission as required	Required benchmark and outcomes reporting	Project Director Captain Mark Hooper
End of contract period	Submit program output report	Project Director Captain Mark Hooper

E. **OUTPUTS**

E.1. The following performance measures will be reported as required. Please select the appropriate OUTPUTS from the **VCIF Abstract** and include **any additional Outputs your strategy will yield**:

- Armored Vehicle: number of times and type of events it was deployed to prevent or respond to violent crime among partner agencies.
- Armored Vehicle Training: number of individuals who complete this training
- LPR: maintain a record of the number of LPR hits received within the network of our partner agencies.
- Stationary Cameras: CHAPD tracks usage 24/7 with an average of 24 days. When an incident occurs, CHAPD saves the video record. CHAPD will report quarterly and biannually on the frequency of footage use in support of the investigation and/or prosecution of violent crime in Hamilton County, TN.

F. DATA COLLECTION AND INFORMATION SHARING

Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with what the role of each position is in the process. The process should include a system in place that identifies violent crime trends within the region on an annual basis. Discuss how the agency has the capacity to generate statistical reports upon request that support the progress of program activities.

F.1. Describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

- Armored Vehicle: number of times and type of events it was deployed to prevent or respond to violent crime among partner agencies – personnel will track the date, location, and incident type in a spreadsheet and will have available for reporting.
- Armored Vehicle Training: number of individuals who go through this training – Individuals will sign in at the completion of the training. This information will be recorded on a spreadsheet and available for submission to granting agency.
- LPR: maintain a record of the number of LPR hits received within the network of our partner agencies. - this will be tracked through the LPR software. The software is able produce a report that shows how many reports are generated within a specified timeframe. HCSO + partners will be able to report on metrics for quarterly, biannual and close out reports.
- Stationary Cameras: CHAPD tracks usage 24/7 with an average of 24 days. When an incident occurs, CHAPD saves the video recordings. CHAPD will report quarterly and biannually on the frequency of footage use in support of the investigation and/or prosecution of violent crime in Hamilton County, TN.

F.2. Describe how you will work with your collaborative partner(s) to track activities and outputs, as well as the impact of those violent crime interventions over time. How will your collaborative team use that information to improve programming?

The Project Director will host a meeting within two weeks of contract execution to outline reporting expectations for all the aforementioned reporting categories. Project Director will specify reporting frequency, format, and overall expectations of partnership. 2

G. ACCOUNTABILITY

G.1. Describe how this funding will have long term impact on the violent crime in your region.

The formalization of partnerships between HCSO, CPD, ERPD, RBPD, CHAPD, and SMPD will build better relationships between our agencies and improve information sharing. That, coupled with the new tools funded by the VCIF will allow to have a positive impact on violent crime in the Hamilton County region. By fostering these improved relationships and the equipment provided by this grant, the partner agencies will have enhanced investigation and response capabilities to better reduce violent crime through quick information sharing and crime deterrence measures. By working with multiple partners investigations and responses will be enhanced, thus enhancing the safety of our communities. Adding the armored vehicle will provide all partner agencies with a protection and deterrence capability currently not found and need in our region.

Collaborative training among the partners with the armored vehicle will enhance the operability between partner agencies

during response to active threats or crime prevention measures. This equipment has an expended life span of over 15 years. The addition of LPRs, and Stationary Cameras, will enhance the investigation of violent crimes, which due to the geographical layout of the Hamilton County/Chattanooga area, often overlaps into the multiple jurisdictions of the partners. The initial purchase price of the armored vehicle prohibits the partners from acquiring this equipment. By utilizing grant funds, this equipment is now obtainable. The use of grant funds for these projects will free up existing budgetary monies for each agency to use based on their specific needs to combat ongoing violent crime issues that may not be addressed or otherwise affordable by items listed for purchase in the VCIF. Over time, with all partner agencies working together and sharing information, we anticipate seeing a lower rate of victimization. This will ultimately result in cost savings across the board. By making this up-front investment, we anticipate the lower both violent crime rates and victimization rates.

G.2. Include information on how enhanced collaborations, improved investigations, and newly fostered community relationships will be sustained.

Enhanced collaborations, improved investigations, and newly fostered community relationships will be sustained by the lasting connections that are created by working together on the various parts of the VCIF projects. We anticipate that each agency will better understand each other's unique challenges and capabilities, which will allow for continuing collaboration far beyond the life of the VCIF project. Additionally, the resources that are purchased through the VCIF will continue to be supported, thus connecting each partner agency to each other to allow for information sharing and reduction of violent crime the Hamilton County area.

G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

Expectations for use of the equipment purchased with VCIF funds will be set at the onset of the project. Establishing protocols and procedures on the front-end of the purchase and implementation of the equipment will set expectations for future use. If we create standard operating procedures surrounding the new equipment this will ensure that it is utilized in the same fashion for the same purposes for the duration of the grant and beyond. Captain Hooper will be responsible for ensuring this for the HCSO. All vehicles purchased with VCIF funds will be issued to and used exclusively by the units/individuals identified in this document.

GRANT BUDGET				
AGENCY NAME: Hamilton County Sheriff's Office				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 08/15/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings ²	\$11,974.00	\$0.00	\$11,974.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$1,788,026.00	\$0.00	\$1,788,026.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,800,000.00	\$0.00	\$1,800,000.00

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/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Hamilton County Sheriff's Office

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant

TRAVEL, CONFERENCES & MEETINGS	AMOUNT
Travel and Training Conferences Attended by Staff: Lenco Bearcat Medivac Training for all regional partners for up to (20) people.	\$11,974.00
TOTAL	\$11,974.00

CAPITAL PURCHASE	AMOUNT
LPR equipment, subscription, and installation - 121 cameras	\$1,333,857.00
Stationary Cameras installation, server, and necessary installation supplies - 20 cameras	\$120,000.00
Medcat - 1 vehicle (\$200,169), motor upgrade (\$9,000), all-terrain upgrade (\$35,000), MedEvac upgrade (\$85,000) (all listed upgrades are upfitting); freight cost (\$5,000)	\$334,169.00
TOTAL	\$1,788,026.00

RESOLUTION NO. 3454

AGENDA MEMORANDUM

**Public Entity Partners
Safety Partners Grant**

September 28, 2023

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

The Economic & Community Development department is asking for the approval from the Mayor and Council to accept the grant award in the amount of \$3,000 from Public Entity Partners through the FY24 Safety Partners Matching Grant Program.

The City of East Ridge will be required to spend at least \$6,000 to be eligible to receive the full reimbursement of \$3,000. The awarded contract allows personnel to purchase additional sets of turnout gear for firefighters employed with East Ridge Fire Department.

Grant purchases must be submitted no later than April 1, 2024, for the full reimbursement.

RESOLUTION NO. 3454

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY TO ACCEPT THE PUBLIC
ENTITY PARTNERS "SAFETY PARTNERS" GRANT**

WHEREAS, Public Entity Partners seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Loss Control Matching Grant Program; and

WHEREAS, the City of East Ridge has been awarded a Public Entity Partners "Safety Partners" grant in the amount of \$6,000 to be used for safety equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City is authorized to accept the Public Entity Partners "Safety Partners" grant in the amount of \$6,000.

BE IT FURTHER RESOLVED that the City is authorized to provide a matching sum in the amount of \$3,000.

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



September 12, 2023

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

Subject: “SAFETY PARTNERS” MATCHING GRANT – APPROVED STATUS

Congratulations! This letter serves as official notification to the East Ridge, City of that you have been **approved** for the 2023-2024 “Safety Partners” Matching Grant Program, for which you applied.

A Grant in the amount of \$3,000.00 was approved for your requested items. The PAID receipts for the approved items along with the invoices for the approved items must amount to *at least* \$6,000.00 to be eligible to receive the full reimbursement of \$3,000.00. Your 2023-2024 Priority Classification Rating is Class II.

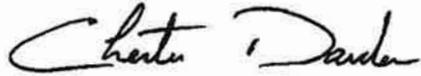
Important! The deadline for all reimbursement receipts is April 1, 2024. If you have already sent us **proof of payment** for approved purchases, you will be receiving your Grant check shortly. If you have not sent this information, please do so by **April 1, 2024**, along with a copy of this notification. Please keep in mind that if we do not receive reimbursement items in a timely manner you may jeopardize your eligibility to receive funding the following fiscal year. If proof of payment is not received by this date, your reimbursement dollars may be reappropriated. Your check will not be processed until we have verification of payment. Please see list of mandatory items needed for reimbursement below.

GRANT REIMBURSEMENT CHECKLIST:

- 1. “Notification of Approval” letter**
- 2. Signed Resolution/Motion**
- 3. Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of cover sheet.**
- 4. Two proofs of payment which must include the following:**
 - A. CANCELLED check/bank statement OR credit card receipt/credit card statement OR Automated Clearing House (ACH) OR Automated Funds Transfer (AFT)**
 - B. Copy of invoice OR purchase order (serving as the backup to the cancelled check or credit card receipt). Submitting invoices alone will not be accepted.**

**Forward all receipts/documentation to:
Tahtia Mitchell
Grant & Scholarship Program
Email: Tmitchell@PEpartners.org or Fax: 615-371-9212**

Best Regards,

A handwritten signature in cursive script that reads "Chester Darden". The signature is written in black ink and is positioned below the "Best Regards," text.

Chester Darden
Director of Loss Control

RESOLUTION NO. 3455

AGENDA MEMORANDUM

**TDOT PIN 120226.00
Bid Acceptance and Contract Approval**

September 28, 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 on the bid acceptance and contract award between the City of East Ridge and Talley Construction for TDOT PIN 120226.00 for the McBrien Road Resurfacing Project from SR 8 (US 41, Ringgold Road) to South Terrace in East Ridge.

The scope of work includes, cold planning existing pavement, resurfacing pavement, striping, adding ADA curb ramps and adjusting manholes. The project length is 0.744 miles.

On Tuesday, August 1, 2023, at 2:00pm the City of East Ridge opened bids publicly at East Ridge City Hall. One bid was received from Talley Construction in the amount of \$488,556.75. The bid tabs and proposal contract were submitted to Thompson Engineering (CEI) the following day and approved. The City then submitted the bid tabs, staff recommendation letter, and proposal contract to TDOT for concurrence.

The City of East Ridge received concurrence from TDOT on Monday, September 11, 2023, approving the bid tabs and proposal contract from Talley Construction.

Please see attached CEI Recommendation Letter, Proposal Contract, and Bid Tabs.

RESOLUTION NO. 3455

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED A BID AND APPROVING A CONTRACT WITH TALLEY CONSTRUCTION INC. FOR THE MCBRIEN ROAD RESURFACING PROJECT

WHEREAS, sealed bids were opened and publicly read on August 1, 2023, at 2:00 p.m., at East Ridge City Hall for the McBrien Road Resurfacing Project; and

WHEREAS, the City received one bid from Talley Construction, Inc. in the amount of \$488,556.75; and

WHEREAS, City staff has maintained a bid file containing the bid and other required information received; and

WHEREAS, after reviewing the bid submitted, City staff recommends awarding the bid to Talley Construction, Inc. in an amount of \$488,556.75; and

WHEREAS, the City has received concurrence from the Tennessee Department of Transportation approving the bid tabs and proposal contract from Talley Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for the McBrien Road Resurfacing Project be awarded to Talley Construction in the amount of \$488,556.75 and the contract for such project be approved.

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



August 7, 2023

Cameron McAllister
Administrator of Economic & Community Development
City of East Ridge, Tennessee

RE: McBrien Road Resurfacing – Award Recommendation

Dear Mr. McAllister:

Bids were opened on this project on August 1, 2023, at 2:00 pm. One bid was received. Based on our review of the bid, we certify that the low bidder's (Talley Construction, Inc.) bid was responsive and recommend awarding the contract to Talley Construction, Inc. once TDOT concurs with this recommendation. The total contract award amount will be \$488,556.75. The certified bid tabulation is attached to this letter.

Per the TDOT LGG manual, you will need to submit this letter and the following documents (attached via this email) to TDOT for review:

1. A completed Form 8-4 (needs dates and signature by City official)
2. The bid tabulation
3. The proposal contract for the apparent low bidder

In addition, you will need to attach a letter requesting concurrence in the decision to award signed by a City official. You should also submit the names and qualifications of the CEI firm and the individuals directly responsible for oversight and inspection of the actual construction of the project, including the local government project supervisor and all inspectors.

This information can be submitted via email to Local.Programs@tn.gov.

We will proceed once TDOT has provided bid concurrence. If you have any questions, please do not hesitate to call or email.

Sincerely,

Andrea R. Hall, PE
Thompson Engineering
ahall@thompsonengineering.com

CITY OF EAST RIDGE, TENNESSEE

CONTRACT NO. [Title]

This agreement is made and executed in three (3) originals, between the CITY OF EAST RIDGE, and _____ hereinafter referred to as the "Contractor."

WITNESSETH

The CITY OF EAST RIDGE did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the CITY OF EAST RIDGE.
4. The CITY OF EAST RIDGE agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF EAST RIDGE and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF EAST RIDGE under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the CITY OF EAST RIDGE, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the CITY OF EAST RIDGE as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY OF EAST RIDGE and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF EAST RIDGE may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF EAST RIDGE to protect the CITY OF EAST RIDGE from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials:

_____ Contractor 1	_____ Contractor 2*
By: _____	By: _____
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date

CITY OF EAST RIDGE, TENNESSEE

This Contract is accepted _____ day of _____
this _____
and is effective on the _____ day of _____

[CITY/COUNTY Official]

Approved:

CITY OF EAST RIDGE Attorney

***NOTE: The signature and information for Contractor 2 is to be provided when there is a joint venture.**

**AGENDA MEMORANDUM
BUDGET AMENDMENT**

October 12, 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