

RESOLUTION NO. 3484

**AGENDA MEMORANDUM
ENGAGEMENT OF HOLLAND & KNIGHT LLP**

December 14, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge has contracted the professional services of Nicole O. Watson as our Lobbyist to assist us with issues and matters before the Tennessee General Assembly and state agencies for the past six (6) plus years. She has been instrumental in achieving enhancements to the Border Region Retail Tourism Development District Act that have financially and economically benefited the City.

Attached hereto please find an engagement letter dated November 15, 2023 from Holland & Knight (Nicole O. Watson) for Tennessee state and local government relations services. The approval by the City Council of this appointment would continue our relationship with Ms. Watson for the 2024 calendar year.

Attachment

JSM/

RESOLUTION NO. 3484

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH HOLLAND AND KNIGHT LLP TO ACT
AS GOVERNMENT AFFAIRS COUNSEL TO THE CITY OF
EAST RIDGE IN REGARD TO MATTERS BEFORE THE
TENNESSEE GENERAL ASSEMBLY**

WHEREAS, the City of East Ridge finds it necessary to be kept advised of all significant developments in regard to matters before the Tennessee General Assembly, state agencies and other local governments; and

WHEREAS, the City wishes to contract with Holland and Knight, LLP to provide legislative counsel representation regarding these matters; and

WHEREAS, Holland and Knight, LLP has proposed to serve as the City's government affairs counsel for an amount of \$2,916.67, to be paid in monthly installments, beginning with the execution of this agreement through December 31, 2024; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorizes the Mayor to enter into an agreement with Holland and Knight, LLP to act as government affairs counsel for an amount of \$2,916.67, to be paid in monthly installments, beginning with the execution of this agreement through December 31, 2024

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

Holland & Knight

511 Union Street, Suite 2700 | Nashville, TN 37219 | T 615.244.6380 | F 615.244.6804
Holland & Knight LLP | www.hklaw.com

Nicole Watson
423.682.6275
nicole.watson@hklaw.com

November 15, 2023

VIA ELECTRONIC MAIL: bwilliams@eastridgetn.gov

Hon. Brian Williams
Mayor
City of East Ridge
1517 Tombras Avenue
East Ridge, Tennessee 37412

Re: Engagement of Holland & Knight LLP

Dear Mayor Williams:

We are pleased that the City of East Ridge (“City”) has decided to engage Holland & Knight LLP for Tennessee state and local government relations services. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as government relations counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation.

We will advise the City in connection with state legislation pertaining to issues related to the City. Specifically, we will assist the City with relationship and coalition building, advocating on behalf of City initiatives, and monitoring state legislation and regulations.

We will undertake this agreement for a flat monthly rate fee of \$2,916.67 to be paid in monthly installments beginning at the execution of this agreement through December 31, 2024. All work on this matter will be performed by me, Annie Beckstrom, Counsel/Senior Public Affairs Advisor, and Mack Cooper, Senior Public Affairs Advisor, under my general supervision.

Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

My colleagues and I look forward to working with you.

November 15, 2023

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Sincerely,



HOLLAND & KNIGHT LLP

Nicole O. Watson

Approved this ____ day of _____, 2023.

City of East Ridge

By: _____

HOLLAND & KNIGHT LLP
TERMS OF ENGAGEMENT

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Confidentiality and Related Matters

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

Fees and Billing

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to

services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Billing. We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

Questions About Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

Relationships with Other Clients

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter

in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) both you and the other client have consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

Knowledge Management Tool

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

Termination

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

* * * * *

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

RESOLUTION NO. 3485

AGENDA MEMORANDUM

Police Vehicle Purchase

Date: 12/14/2023

Submitted by:

Clint Uselton, Police Chief

SUBJECT:

The East Ridge Police Department requests approval to purchase eight (8) 2023 Ford Interceptor SUVs from Lonnie Cobb Ford under state contract SWC 209. One of the vehicles is specially outfitted for K9 duties, and the other seven are outfitted for general patrol duties. The K9 unit is priced at \$51,634.00. The patrol vehicles are priced at \$46,324.00 each. The total purchase price will be \$375,902.00. The purchase of these vehicles was included in the FY2023 – 2024 police budget.

Attachment: vehicle quotes

RESOLUTION NO. 3485

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE EIGHT (8) 2023 FORD INTERCEPTOR SPORT UTILITY VEHICLES FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, the City of East Ridge Police Department is in need of eight (8) 2023 Police Ford Interceptor vehicles; and

WHEREAS, seven of the vehicles will be used for general patrol duties and one vehicle is already specially outfitted to be used as a K9 unit; and

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

WHEREAS, the cost for the vehicles from Lonnie Cobb Ford on the Tennessee Statewide Vehicle Contract #209 is as follows:

- Cost of Patrol Vehicle (each) – SWC 209-75347 **\$46,324.00**
- Cost of K9 Unit – SWC 209-80355 **\$51,634.00**

- Total Cost of Eight (8) Vehicles (budgeted) **\$375,902.00**

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 execute all documents necessary to purchase, eight (8) 2023 Police Ford Interceptors from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209, pursuant to TCA 12-3-1201(b), with costs as follows:

- Cost of Patrol Vehicle (each) – SWC 209-75347 **\$46,324.00**
- Cost of K9 Unit – SWC 209-80355 **\$51,634.00**

- Total Cost of Eight (8) Vehicles (budgeted) **\$375,902.00**

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

PATROL VEHICLE

SWC 209
Lonnie Cobb Ford Contract # 75347

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 02/23/2023



Lonnie Cobb Ford | 1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121 | Fax: 731-989-3502



Prepared by: STEVEN BLACKSTOCK
02/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty

96 months/100,000 miles



Prepared by: STEVEN BLACKSTOCK
02/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle

| Code | Description | MSRP |
|-------|---|-------------|
| K8A | Base Vehicle Price (K8A) | \$47,165.00 |
| 500A | Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> | N/C |
| 99B | Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i> | -\$2,830.00 |
| 44U | Transmission: 10-Speed Automatic (44U) | N/C |
| STDAX | 3.73 Axle Ratio | Included |
| STDGV | GVWR: 6,840 lbs (3,103 kgs) | Included |
| STDTR | Tires: 255/60R18 AS BSW | Included |
| STDWL | Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> | Included |
| 9 | Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> | Included |
| PAINT | Monotone Paint Application | STD |
| 119WB | 119" Wheelbase | STD |
| STDRD | Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> | Included |

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



Prepared by: STEVEN BLACKSTOCK

02/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|-----------|--|------------|
| 86T | Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).</i> | \$60.00 |
| 43D | Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i> | \$25.00 |
| 60A | Grille LED Lights, Siren & Speaker Pre-Wiring | \$50.00 |
| 51R | Driver Only LED Spot Lamp (Unity) | \$395.00 |
| 68G | Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i> | \$75.00 |
| 55F | Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i> | \$340.00 |
| 60R | Noise Suppression Bonds (Ground Straps) | \$100.00 |
| 425 | 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. | STD |
| YZ_01 | Oxford White | N/C |
| 96_01 | Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear | N/C |
| light pkg | light pkg <i>Choice of Roof mounted lightbar or interior lightbar and rear traffic stick push bumper console dual gunlock prisoner transport cages siren and speaker headlight led's - corners tail light flasher LED's on pushbumper Led's on liftgate led's on side of pushbumper under mirror lights</i> | \$9,295.00 |
| tint | tint <i>tint windows</i> | \$150.00 |

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



Prepared by: STEVEN BLACKSTOCK

02/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|--------------------|--------------------|-------------|
| SUBTOTAL | | \$54,825.00 |
| Destination Charge | | \$1,495.00 |
| TOTAL | | \$56,320.00 |

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



Prepared by: STEVEN BLACKSTOCK

02/23/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

| | |
|--------------------|--------------------|
| Base Vehicle Price | \$47,165.00 |
| Options | -\$1,785.00 |
| Colors | \$0.00 |
| Upfitting | \$9,445.00 |
| Fleet Discount | \$0.00 |
| Fuel Charge | \$0.00 |
| Destination Charge | \$1,495.00 |
| Subtotal | \$56,320.00 |

Pre-Tax Adjustments

| Code | Description | MSRP |
|----------------|----------------|--------------------|
| fleet discount | fleet discount | -\$9,996.00 |
| Total | | \$46,324.00 |

Customer Signature

Acceptance Date

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

K-9
VEHICLE

SWC 209
Lonnie Cobb Ford Contract # 80355

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320



Client Proposal

Prepared by:
STEVEN BLACKSTOCK
Office: 731-989-2121
Date: 11/27/2023





Prepared by: STEVEN BLACKSTOCK
11/27/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty

96 months/100,000 miles



Prepared by: STEVEN BLACKSTOCK
11/27/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle

| Code | Description | MSRP |
|-------|---|-------------|
| K8A | Base Vehicle Price (K8A) | \$47,165.00 |
| 500A | Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> | N/C |
| 99B | Engine: 3.3L V6 Direct-Injection (FFV) <i>(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i> | -\$2,830.00 |
| 44U | Transmission: 10-Speed Automatic (44U) | N/C |
| STDAX | 3.73 Axle Ratio | Included |
| STDGV | GVWR: 6,840 lbs (3,103 kgs) | Included |
| STDTR | Tires: 255/60R18 AS BSW | Included |
| STDWL | Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> | Included |
| 9 | Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.</i> | Included |
| PAINT | Monotone Paint Application | STD |
| 119WB | 119" Wheelbase | STD |
| STDRD | Radio: AM/FM/MP3 Capable <i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> | Included |

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



Prepared by: STEVEN BLACKSTOCK
11/27/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

As Configured Vehicle (cont'd)

| Code | Description | MSRP |
|--------------------|---|--------------------|
| 86T | Tail Lamp/Police Interceptor Housing Only <i>Pre-existing holes with standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies).</i> | \$60.00 |
| 43D | Dark Car Feature <i>Courtesy lamps disabled when any door is opened.</i> | \$25.00 |
| 60A | Grille LED Lights, Siren & Speaker Pre-Wiring | \$50.00 |
| 51R | Driver Only LED Spot Lamp (Unity) | \$395.00 |
| 68G | Rear-Door Controls Inoperable <i>Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.</i> | \$75.00 |
| 55F | Remote Keyless Entry Key Fob w/o Key Pad <i>Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.</i> | \$340.00 |
| 17A | Rear Auxiliary Air Conditioning | \$610.00 |
| 60R | Noise Suppression Bonds (Ground Straps) | \$100.00 |
| 425 | 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine. | STD |
| tint | tint <i>tint windows</i> | \$150.00 |
| k9 | Choice of Roof mounted lightbar or interior lightbar and rear traffic stick push bumper console dual | \$13,995.00 |
| SUBTOTAL | | \$60,135.00 |
| Destination Charge | | \$1,495.00 |
| TOTAL | | \$61,630.00 |

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



Prepared by: STEVEN BLACKSTOCK
11/27/2023

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

2023 Police Interceptor Utility AWD Base (K8A)

Price Level: 320

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

| | |
|--------------------|--------------------|
| Base Vehicle Price | \$47,165.00 |
| Options | -\$1,175.00 |
| Colors | \$0.00 |
| Upfitting | \$14,145.00 |
| Fleet Discount | \$0.00 |
| Fuel Charge | \$0.00 |
| Destination Charge | \$1,495.00 |
| Subtotal | \$61,630.00 |

Pre-Tax Adjustments

| Code | Description | MSRP |
|----------------|--------------------|--------------------|
| fleet discount | fleet discount | -\$9,996.00 |
| Total | | \$51,634.00 |

Customer Signature

Acceptance Date

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

RESOLUTION NO. 3486

AGENDA MEMORANDUM
GRASTON AVENUE DEVELOPMENT
Termination of Use Restrictions and Reversionary
Interest As To Specific Property

December 14, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

At the January 12, 2023 regular business meeting the City Council approved a rezoning of a 4.4 acre parcel of land in the 6000 block of Graston Avenue from R-1 residential district to R-3 residential apartment district. The proposed development by the developer entailed an apartment complex consisting of 3 buildings with approximately 32 apartments in each building (maximum of 95 units). This parcel is in the midst of changing hands and the new owner is looking to close on the property in the very near future. The developer is pivoting from an apartment complex to a mix of townhouses and possible single family detached homes.

As the current owner was about to transfer the now entitled lot to a development entity, a deed restriction and reversion statement were discovered by the title company. The antiquated deed restriction from November 1971 on the property required it to be used solely for a hospital, elder care facility, or doctor's offices. The property was sold by the hospital in 1972, and then sold several times throughout the years until the current owner purchased it in March 2023.

The removal/termination of the use restrictions and reverter clause for the property needs to be approved by the City Council in order for the current sale of the property to occur; thus allowing this development project to move forward. A copy of the Termination of Use Restrictions and Reversionary Interest as to specific Property is attached hereto. City Attorney Mark Litchford has reviewed the document and he has found it to be in order.

Attachments

JSM/

RESOLUTION NO. 3486

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A TERMINATION OF USE RESTRICTIONS AND REVERSIONARY INTEREST AS TO SPECIFIC PROPERTY RELATING TO PROPERTY LOCATED AT 6001 GRASTON AVENUE

WHEREAS, through a series of transactions, the City Council approved rezoning of property located at 6001 Graston Avenue (“Property”) in East Ridge, Tennessee from R-1 Residential to R-3 Residential Apartment District; and

WHEREAS, the Warranty Deed contained restrictions previously established by the City limiting the use of the Property to general medical purposes, including a hospital, physician offices or an extended care nursing facility, and for no other purposes; and

WHEREAS, the deed also contained a reverter to the City in the event of the cessation of the aforesaid uses; and

WHEREAS, to complete the rezoning and to address the aforesaid restrictions, the City deems it in the best interest of the citizens of East Ridge to approve the attached Termination of Use Restrictions and Reversionary Interest as to Specific Property relative to the Property located at 6001 Graston Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge hereby approves the attached Termination of Use Restrictions and Reversionary Interest as to Specific Property relative to the Property located at 6001 Graston Avenue.

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

Prepared by and Return to:
Hon & Kopet
Title Guaranty & Trust Company
617 Walnut Street
Chattanooga, TN 37402
TGT 20232686

Map and Parcel No: 169C-C-001.02

**TERMINATION OF USE RESTRICTIONS AND REVERSIONARY INTEREST
AS TO SPECIFIC PROPERTY**

WHEREAS, by Warranty Deed of record in Book 2000, Page 78, in the Register's Office of Hamilton County, Tennessee, as clarified by that Deed of Clarification of record in Book 2023, Page 499, in the Register's Office of Hamilton County, Tennessee, the **CITY OF EAST RIDGE, TENNESSEE, a municipal corporation**, conveyed unto **EAST RIDGE GENERAL HOSPITAL, INC., a Tennessee corporation**, certain property (a portion of which is described on Exhibit "A", attached hereto and incorporated herein), requiring that **EAST RIDGE GENERAL HOSPITAL, INC., a Tennessee corporation**, or its successor, use the property for the purpose of construction of a general hospital, doctors' medical center, and extended care nursing facility and for no other purpose, with a reverter to the City of East Ridge in the event of the cessation of the aforesaid uses; and,

WHEREAS, in that Warranty Deed of record in Book 2023, Page 541, in the Register's Office of Hamilton County, Tennessee, **EAST RIDGE GENERAL HOSPITAL, INC., a Tennessee corporation**, conveyed the property described in Exhibit "A" to **HUNTER HEGGIE, TRUSTEE**, subject to the reverter provisions contained in the Warranty Deed of record in Book 2000, Page 78, in the Register's Office of Hamilton County, Tennessee; and,

WHEREAS, it is the desire of the **CITY OF EAST RIDGE, TENNESSEE, a municipal corporation**, to remove and terminate the use restrictions and associated reverter, as to the property described in Exhibit "A", so that the property described in Exhibit "A" may be developed and used for multifamily residential purposes and any other purposes that comply with the zoning regulations applicable to the property described in Exhibit "A".

NOW, THEREFORE, the **CITY OF EAST RIDGE, TENNESSEE, a municipal corporation**, does hereby decree, agree and state as follows:

1. The City of East Ridge, Tennessee, a municipal corporation, as to that property described in Exhibit "A", only, does hereby terminate those use restrictions recorded in Book 2000, Page 78, in the Register's Office of Hamilton County, Tennessee, which use restrictions require that the property described in Exhibit "A" be used for the purposes of a general hospital, doctors' medical center, and extended care nursing facility and for no other purposes.

2. The City of East Ridge, Tennessee, a municipal corporation, as to that property described in Exhibit "A", only, does hereby terminate the reverter created in that Warranty Deed recorded in Book 2000, Page 78, in the Register's Office of Hamilton County, Tennessee, and set forth in subsequent deeds concerning the property described in Exhibit "A".

IN WITNESS WHEREOF, the CITY OF EAST RIDGE, TENNESSEE, a municipal corporation, has caused these presents to be executed by _____, its _____, this _____ day of _____, 2023.

ATTEST: CITY OF EAST RIDGE, TENNESSEE, a municipal corporation

By: _____

Name: _____

Title: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this _____ day of _____, 2023, before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself/herself to be a/the _____ of the CITY OF EAST RIDGE, TENNESSEE, a municipal corporation, the within named bargainor, and that as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the CITY OF EAST RIDGE, TENNESSEE, a municipal corporation, by himself/herself as such _____.

Witness my hand and Notarial Seal.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "A"

IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Being Tract Number One (1) of survey of Bouquard Engineering Company, Inc., No, 226-1.4, as finally revised April 30, 1971, more particularly described as follows, to wit: BEGINNING at an iron pin in the North line of Graston Avenue, said pin being located three hundred ninety-nine and four tenths (399.4) feet Westwardly from the West line of Spring Creek Road; thence North sixty-two (62) degrees and thirty-five (35) minutes West along the North line of Graston Avenue a distance of five hundred ninety-eight and five tenths (598.5) feet to an iron pin; thence North thirty-eight (38) degrees and thirty-six (36) minutes East a distance of two hundred sixty-nine and four tenths (269.4) feet to an iron pin; thence South eighty-seven (87) degrees and forty-nine (49) minutes East a distance of four hundred forty-eight and four tenths (448.4) feet to a concrete monument in the South line of Peck Drive; thence South six (6) degrees and (01) minute West a distance of one hundred ninety-eight and five tenths (198.5) feet to a concrete monument; thence South four (4) degrees and five (05) minutes West a distance of one hundred seventy-two and two tenths (172.2) feet to an iron pin; thence South twenty-seven (27) degrees and twenty-five (25) minutes West a distance of one hundred twelve and five tenths (112.5) feet to the point of beginning, containing 4.4 acres, more or less.

Being the same property conveyed to Turnipseed Properties LLC, a Tennessee limited liability company and WALTS, LLC, a Tennessee limited liability company, by Deed from E. Thomas Adkins, Jr. and J. Steve Adkins, executed March 15, 2023 and recorded on March 22, 2023 in Book 13243, Page 496, in the Register's Office of Hamilton County, Tennessee.

Being the same property conveyed to E. Thomas Adkins, Jr. and J. Steve Adkins by Deed from William B. Luther, Trustee, executed July 24, 2017 and recorded on August 3, 2017 in Book 11120, Page 76, in the Register's Office of Hamilton County, Tennessee.

RESOLUTION NO. 3487

AGENDA MEMORANDUM
INTERLOCAL AGREEMENT POLICE AND FIRE SERVICES
CITY OF EAST RIDGE, TN AND CITY OF RIDGESIDE, TN

December 14, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge, TN and the City of Ridgeside, TN entered into two (2) interlocal agreements dated June 24, 2021 for the City of East Ridge (1) to provide police protection services to Ridgeside and (2) to provide fire protection services to Ridgeside.

Pursuant to the "cost of service" section of each agreement, the parties agreed to a four percent (4%) increase in the cost of service for year two (fiscal year July 1, 2022 to June 30, 2023) and a four percent (4%) increase in the cost of service for year three (fiscal year July 1, 2023 to June 30, 2024). There is no provision for a continued increase in the cost of service for fiscal years after July 1, 2024.

Pursuant to the "renewal and termination" section of each agreement "this agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective term."

Since these agreements are automatically renewed every fiscal year and there is no provision for a cost of service increase after June 30, 2024, I worked with the Mayor of the City of Ridgeside in developing addendums to the Police and Fire Interlocal Agreements that will employ a four percent (4%) increase for fiscal year July 1, 2024 to June 30, 2025. The addendums are attached hereto for your consideration for approval.

For the current fiscal year 2023-2024 (July 1, 2023 to June 30, 2024) the City of Ridgeside is paying the City of East Ridge the amount of \$80,161.70 for Police services and \$36,443.43 for Fire services.

Attachments

JSM/

RESOLUTION NO. 3487

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
APPROVING ADDENDUMS TO THE INTERLOCAL
AGREEMENTS DATED JUNE 24, 2021 FOR THE CITY
TO PROVIDE FIRE AND POLICE SERVICES TO THE
CITY OF RIDGESIDE**

WHEREAS, the City of East Ridge approved Interlocal Agreements with the City of Ridgeside on June 24, 2021, to provide fire and police services to the City of Ridgeside; and

WHEREAS, the City of East Ridge and the City of Ridgeside desire to amend the section of both Interlocal Agreements relative to Cost of Service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor is authorized to execute the addendums to the Interlocal Agreements for the City to provide Fire and Police Services for the City of Ridgeside to add the following language:

Cost of Service. The City of Ridgeside agrees to pay the City of East Ridge a four percent (4%) increase for year four (4) for continued fire and police services (July 1, 2024 to June 30, 2025).

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 on this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

**INTERLOCAL AGREEMENT FOR POLICE SERVICES
ADDENDUM NO. 1**

THIS INTERLOCAL AGREEMENT, Addendum No. 1, made, entered, and becoming effective this ____ day of _____ 2023, by and between the City of East Ridge, Tennessee, and the City of Ridgeseide, Tennessee.

WITNESSETH:

WHEREAS, the City of East Ridge and the City of Ridgeseide entered into an Interlocal Agreement on June 24, 2021 for the City of East Ridge to provide police protection services to the City of Ridgeseide; and

WHEREAS, the City of East Ridge and the City of Ridgeseide desire to amend the Interlocal Agreement between the two governmental entities as it relates to the cost of service;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

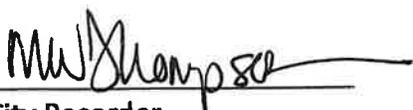
Cost of Service. This section is amended to add the language "The City of Ridgeseide agrees to pay the City of East Ridge a four percent (4%) increase for year four (4) for continued police services (July 1, 2024 to June 30, 2025)."

All other provisions of the agreement shall remain in full force and effect and are not altered by this addendum.

IN WITNESS WHEREOF, the parties have hereunto set their hand.

ATTEST:

CITY OF RIDGESIDE



City Recorder



Mayor

ATTEST:

CITY OF EAST RIDGE

City Manager

Mayor

**INTERLOCAL AGREEMENT FOR FIRE SERVICES
ADDENDUM NO. 1**

THIS INTERLOCAL AGREEMENT, Addendum No. 1, made, entered, and becoming effective this ____ day of _____ 2023, by and between the City of East Ridge, Tennessee, and the City of Ridgeside, Tennessee.

WITNESSETH:

WHEREAS, the City of East Ridge and the City of Ridgeside entered into an Interlocal Agreement on June 24, 2021 for the City of East Ridge to provide fire protection and firefighting services to the City of Ridgeside; and

WHEREAS, the City of East Ridge and the City of Ridgeside desire to amend the Interlocal Agreement between the two governmental entities as it relates to the cost of service;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

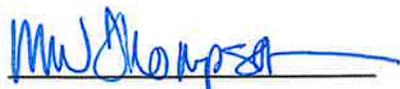
Cost of Service. This section is amended to add the language "The City of Ridgeside agrees to pay the City of East Ridge a four percent (4%) increase for year four (4) for continued fire services (July 1, 2024 to June 30, 2025)."

All other provisions of the agreement shall remain in full force and effect and are not altered by this addendum.

IN WITNESS WHEREOF, the parties have hereunto set their hand.

ATTEST:

CITY OF RIDGESIDE



City Recorder



Mayor

ATTEST:

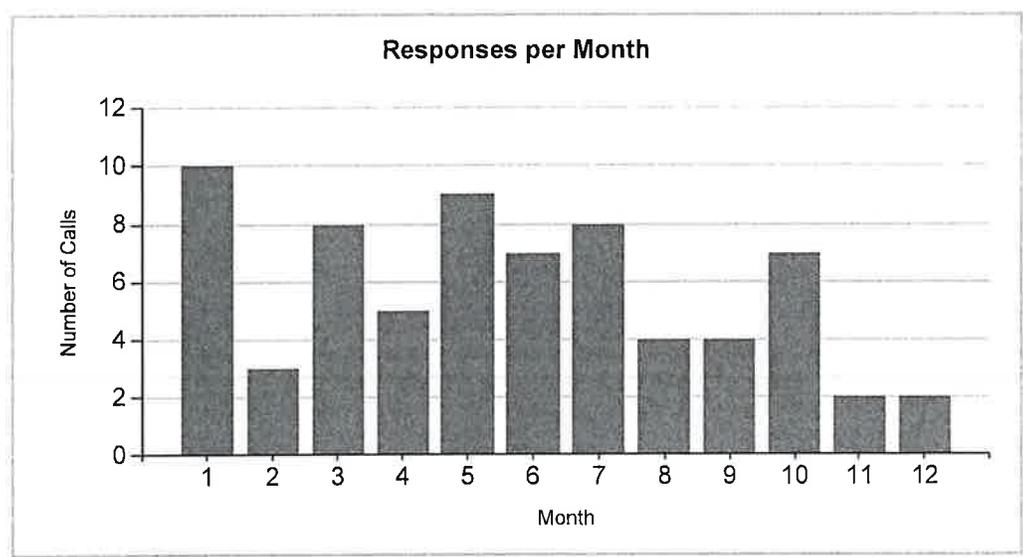
CITY OF EAST RIDGE

City Manager

Mayor



Calls for Service - Ridgeside - 1/1/2023 - 12/11/2023



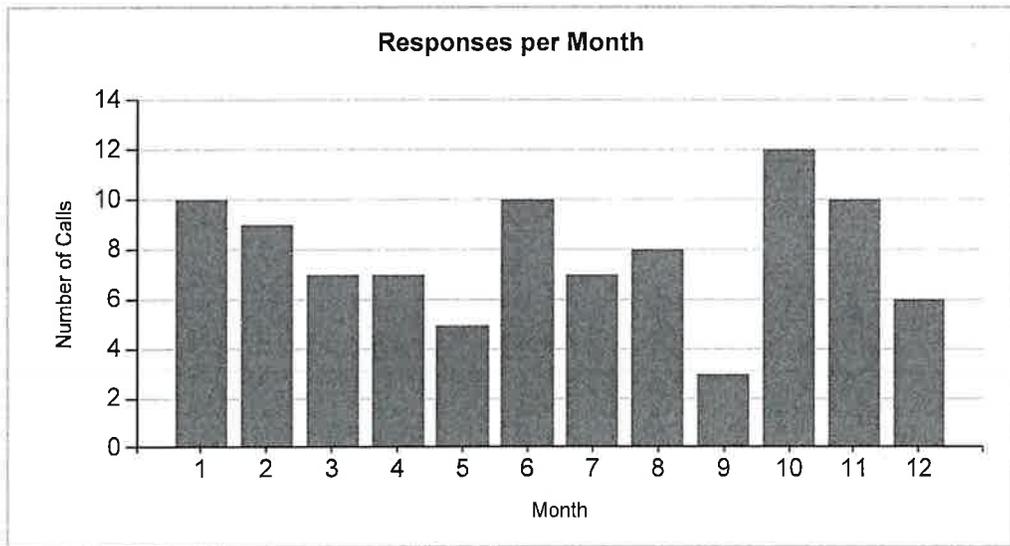
| Month | Problem Type | Response Count |
|----------------------------|--------------------------------|----------------------|
| January | ALABUR-Alarm Burglar | 2 |
| | FRES-Residential Fire | 1 |
| | MISCOM-Miscellaneous Complaint | 3 |
| | OPEN-Open Door or Window | 2 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSPER-Suspicious Person | 1 |
| | Total | 10 |
| | February | ALABUR-Alarm Burglar |
| SUSACT-Suspicious Activity | | 1 |
| SUSVEH-Suspicious Vehicle | | 1 |
| Total | | 3 |

| | | |
|--------------|--------------------------------|----------|
| March | ACC2-MVC No Injuries | 1 |
| | ALABUR-Alarm Burglar | 1 |
| | ALADIS-Alarm Distress | 1 |
| | BACKE-Backup EMS Unit | 1 |
| | MISCOM-Miscellaneous Complaint | 4 |
| | Total | 8 |
| April | MISCOM-Miscellaneous Complaint | 3 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | Total | 5 |
| May | ACC3-MVC Unknown Injuries | 1 |
| | BACKO-Backup Other Agency | 1 |
| | CITWEL-Well Being Check | 1 |
| | MISCOM-Miscellaneous Complaint | 3 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSPER-Suspicious Person | 1 |
| | THEFT-Theft | 1 |
| | Total | 9 |
| June | ALABUR-Alarm Burglar | 1 |
| | ALADIS-Alarm Distress | 1 |
| | BACKE-Backup EMS Unit | 1 |

| | | |
|------------------|---------------------------------------|----------|
| June | MISCOM-Miscellaneous Complaint | 3 |
| | SHOTS-Shots Fired | 1 |
| | Total | 7 |
| July | ACC1-MVC Injuries | 1 |
| | ALABUR-Alarm Burglar | 1 |
| | CITWEL-Well Being Check | 1 |
| | NOISE-Noise Complaint | 1 |
| | SUSACT-Suspicious Activity | 2 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | UNCONC-Unconscious Person | 1 |
| | Total | 8 |
| August | ACC2-MVC No Injuries | 1 |
| | MISCOM-Miscellaneous Complaint | 1 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSPER-Suspicious Person | 1 |
| | Total | 4 |
| September | ACC2-MVC No Injuries | 1 |
| | SHOTS-Shots Fired | 3 |
| | Total | 4 |
| October | MISCOM-Miscellaneous Complaint | 6 |
| | SHOTS-Shots Fired | 1 |
| | Total | 7 |

| | | |
|--------------|----------------------------|-----------|
| November | ALADIS-Alarm Distress | 1 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | Total | 2 |
| December | ACC2-MVC No Injuries | 1 |
| | SUSACT-Suspicious Activity | 1 |
| | Total | 2 |
| Total | | 69 |

Calls for Service - Ridgeside - 1/1/2022 - 12/31/2022



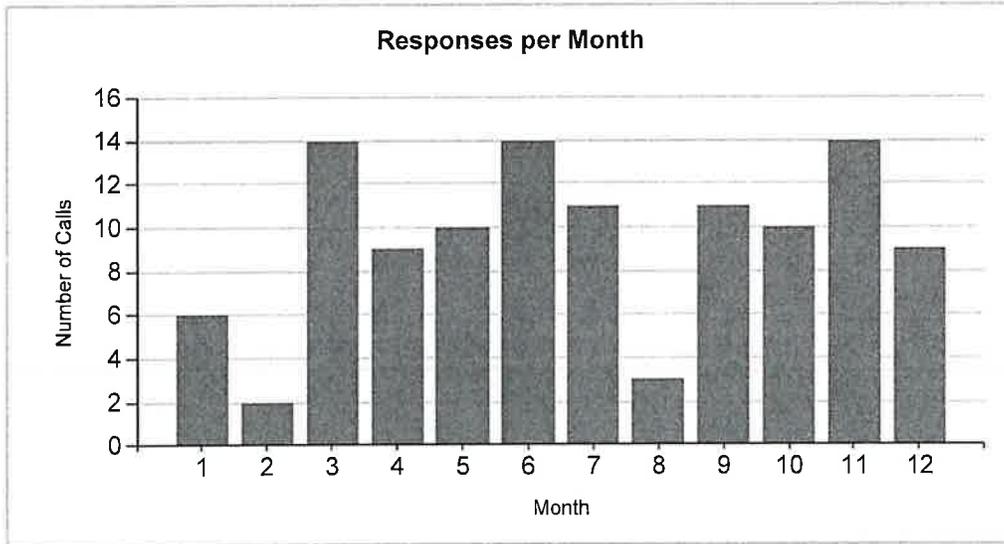
| Month | Problem Type | Response Count |
|----------|--------------------------------|----------------|
| January | ALABUR-Alarm Burglar | 2 |
| | MISCOM-Miscellaneous Complaint | 5 |
| | SHOTS-Shots Fired | 1 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | THEFTV-Theft From a Vehicle | 1 |
| | Total | 10 |
| February | ALABUR-Alarm Burglar | 1 |
| | AUTTHF-Auto Theft | 1 |
| | CIVIL-Civil Matter | 1 |
| | MISCOM-Miscellaneous Complaint | 6 |

| | | |
|-----------------|---------------------------------------|-----------|
| February | Total | 9 |
| March | ALABUR-Alarm Burglar | 1 |
| | MISCOM-Miscellaneous Complaint | 5 |
| | SUSPER-Suspicious Person | 1 |
| | Total | 7 |
| April | ALABUR-Alarm Burglar | 1 |
| | ARRWAR-Arrest Warrant | 1 |
| | AUTOBD-Auto Broken Down | 1 |
| | MISCOM-Miscellaneous Complaint | 2 |
| | SHOTS-Shots Fired | 1 |
| | THEFTV-Theft From a Vehicle | 1 |
| | Total | 7 |
| May | ALABUR-Alarm Burglar | 2 |
| | SUSPER-Suspicious Person | 2 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | Total | 5 |
| June | ALABUR-Alarm Burglar | 3 |
| | MISCOM-Miscellaneous Complaint | 5 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSPER-Suspicious Person | 1 |
| | Total | 10 |
| July | ALABUR-Alarm Burglar | 1 |

| | | |
|-----------|--------------------------------|---|
| July | MISCOM-Miscellaneous Complaint | 6 |
| | Total | 7 |
| August | ALABUR-Alarm Burglar | 1 |
| | BACKF-Backup Fire Unit | 1 |
| | FALL-Fall Victim | 1 |
| | MISCOM-Miscellaneous Complaint | 3 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | Total | 8 |
| September | DISORD-Disorder | 1 |
| | SHOTS-Shots Fired | 1 |
| | SUSPER-Suspicious Person | 1 |
| | Total | 3 |
| October | ALABUR-Alarm Burglar | 1 |
| | AUTTHF-Auto Theft | 1 |
| | BACKF-Backup Fire Unit | 1 |
| | MISCOM-Miscellaneous Complaint | 3 |
| | OPEN-Open Door or Window | 1 |
| | PROPERTY-Property | 1 |
| | SUSACT-Suspicious Activity | 2 |
| | SUSPAK-Suspicious Package | 1 |
| | | |

| | | |
|--------------|--------------------------------|-----------|
| October | SUSPER-Suspicious Person | 1 |
| | Total | 12 |
| November | ACC1-MVC Injuries | 1 |
| | ALABUR-Alarm Burglar | 1 |
| | AUTTHF-Auto Theft | 1 |
| | DOA | 1 |
| | MISCOM-Miscellaneous Complaint | 1 |
| | SUSACT-Suspicious Activity | 2 |
| | SUSPER-Suspicious Person | 1 |
| | THEFIP-Theft In Progress | 1 |
| | THEFT-Theft | 1 |
| | Total | 10 |
| December | ALABUR-Alarm Burglar | 1 |
| | CITWEL-Well Being Check | 1 |
| | SHOTS-Shots Fired | 1 |
| | SUPPL-Supplemental Reports | 1 |
| | SUSVEH-Suspicious Vehicle | 2 |
| | Total | 6 |
| Total | | 94 |

Calls for Service - Ridgeside - 1/1/2021 - 12/31/2021



| Month | Problem Type | Response Count |
|----------|--------------------------------|----------------|
| January | ALABUR-Alarm Burglar | 1 |
| | CITWEL-Well Being Check | 1 |
| | DISORD-Disorder | 1 |
| | MISCOM-Miscellaneous Complaint | 2 |
| | THEFTV-Theft From a Vehicle | 1 |
| | Total | 6 |
| February | ALABUR-Alarm Burglar | 1 |
| | AUTO-Abandoned Auto | 1 |
| | Total | 2 |
| March | ALABUR-Alarm Burglar | 1 |
| | AUTO-Abandoned Auto | 1 |

| | | |
|-------|--------------------------------|-----------|
| March | BACKF-Backup Fire Unit | 1 |
| | MISCOM-Miscellaneous Complaint | 6 |
| | SHOTS-Shots Fired | 1 |
| | SUITHR-Suicide Threats | 1 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSPER-Suspicious Person | 2 |
| | Total | 14 |
| April | ALABUR-Alarm Burglar | 1 |
| | MISCOM-Miscellaneous Complaint | 5 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | THEFTV-Theft From a Vehicle | 1 |
| | Total | 9 |
| May | ALABUR-Alarm Burglar | 1 |
| | MISCOM-Miscellaneous Complaint | 5 |
| | SHOTS-Shots Fired | 1 |
| | SUSPER-Suspicious Person | 1 |
| | TRFCO-Traffic Control | 2 |
| | Total | 10 |
| June | ALABUR-Alarm Burglar | 3 |
| | MISCOM-Miscellaneous Complaint | 7 |

| | | |
|-----------|--------------------------------|-----------|
| June | OPEN-Open Door or Window | 1 |
| | TRFCON-Traffic Control | 3 |
| | Total | 14 |
| July | ALABUR-Alarm Burglar | 1 |
| | MISCOM-Miscellaneous Complaint | 6 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSVEH-Suspicious Vehicle | 2 |
| | TRFCON-Traffic Control | 1 |
| | Total | 11 |
| August | ALADIS-Alarm Distress | 1 |
| | MISCOM-Miscellaneous Complaint | 1 |
| | TRFCON-Traffic Control | 1 |
| | Total | 3 |
| September | MISCOM-Miscellaneous Complaint | 5 |
| | PROPERTY-Property | 1 |
| | SHOTS-Shots Fired | 1 |
| | SUSACT-Suspicious Activity | 3 |
| | SUSPER-Suspicious Person | 1 |
| | Total | 11 |
| October | ALABUR-Alarm Burglar | 3 |
| | MISCOM-Miscellaneous Complaint | 3 |

| | | |
|--------------------------------|--------------------------------|----------------------|
| October | SHOTS-Shots Fired | 2 |
| | SUSACT-Suspicious Activity | 2 |
| | Total | 10 |
| November | ALABUR-Alarm Burglar | 4 |
| | ALADIS-Alarm Distress | 1 |
| | ALAVEH-Alarm Vehicle | 1 |
| | MISCOM-Miscellaneous Complaint | 3 |
| | MISSEND-Missing Endangered | 1 |
| | SUSACT-Suspicious Activity | 1 |
| | SUSVEH-Suspicious Vehicle | 1 |
| | TRFCON-Traffic Control | 2 |
| | Total | 14 |
| | December | ALABUR-Alarm Burglar |
| BACKE-Backup EMS Unit | | 1 |
| FRAUD-Fraud | | 1 |
| MISCOM-Miscellaneous Complaint | | 4 |
| SUSACT-Suspicious Activity | | 1 |
| SUSPER-Suspicious Person | | 1 |
| Total | | 9 |
| Total | 113 | |



City of East Ridge

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

Mike Williams
Fire Chief

MEMORANDUM

To: Scott Miller
From: Chief Williams
Date: December 5, 2023
Reference: Calls for service to Ridgeside

Mr. Miller,

I have compiled a list of calls for service to the City of Ridge for the past three years. These numbers are as follows:

| <u>Year</u> | <u>Fires, Accidents or Assistance Calls</u> | <u>EMS</u> | <u>Total</u> |
|----------------|---|------------|--------------|
| 2020 | 8 | 16 | 24 |
| 2021 | 7 | 6 | 13 |
| 2022 | 5 | 8 | 13 |
| 2023 (Present) | 5 | 14 | 19 |

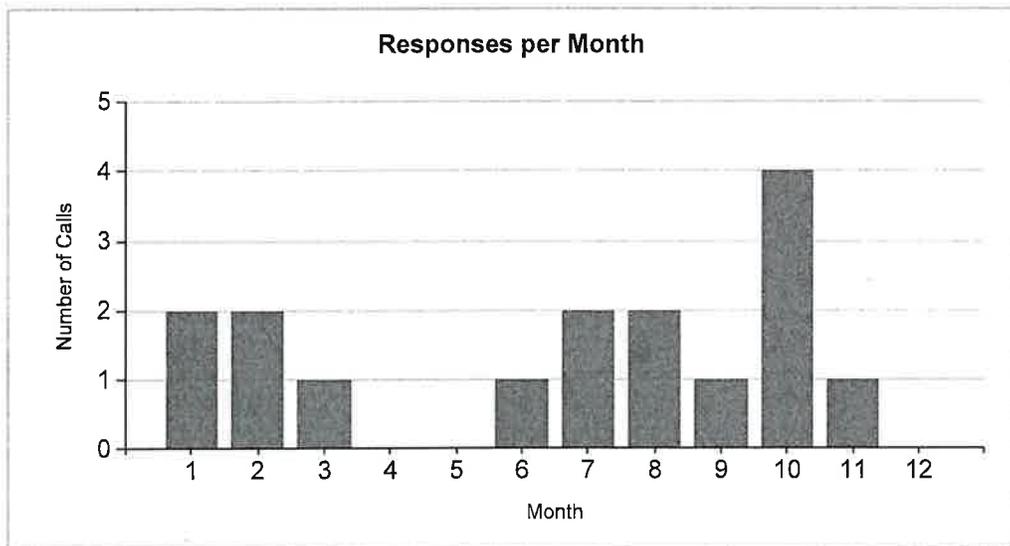
Hamilton County EMS started an EMS agreement with the City of East Ridge and the City of Ridgeside on July 22, 2021. This explains the reason that our numbers decreased starting in 2021. The Fire Department only responds to Life-threatening EMS calls or if an ambulance has a longer than ten-minute response.

Please let me know if I can assist you further sir.

Mike Williams
Fire Chief



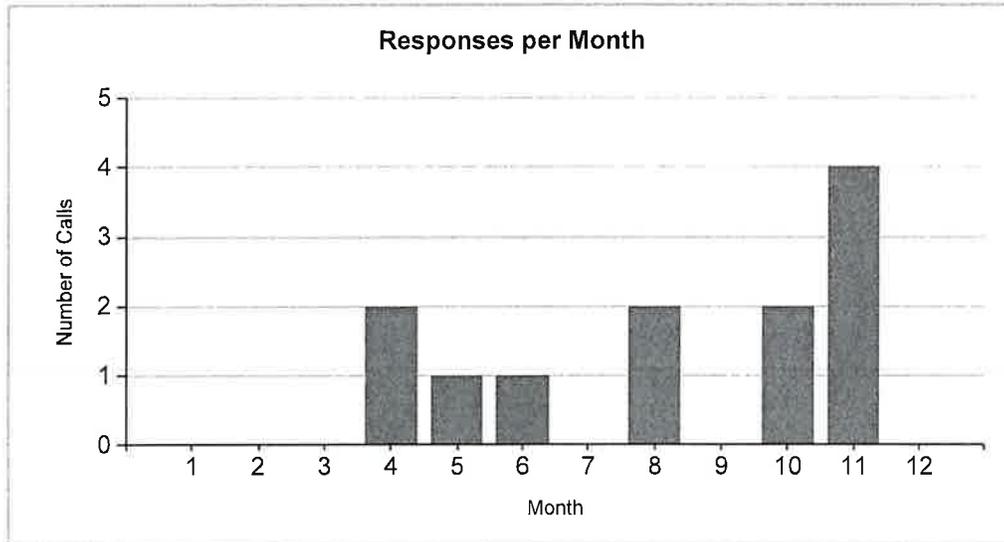
Calls for Service - Ridgeside - 1/1/2023 - 12/11/2023



| Month | Problem Type | Response Count |
|----------|----------------------------|----------------|
| January | FOW-Fire Out With (SIA) | 1 |
| | FRES-Residential Fire | 1 |
| | Total | 2 |
| February | CHESTPN-Chest Pain | 1 |
| | FASCIT-Fire Assist Citizen | 1 |
| | Total | 2 |
| March | FALL-Fall Victim | 1 |
| | Total | 1 |
| June | SEIZE-Seizure | 1 |
| | Total | 1 |
| July | ACC1-MVC Injuries | 1 |
| | UNCONC-Unconscious Person | 1 |

| | | |
|------------------|-----------------------------------|-----------|
| July | Total | 2 |
| August | FASCIT-Fire Assist Citizen | 1 |
| | FRES-Residential Fire | 1 |
| | Total | 2 |
| September | SICK-Sick Person | 1 |
| | Total | 1 |
| October | FASCIT-Fire Assist Citizen | 2 |
| | GAS-Gas Leak | 1 |
| | STROKE-Stroke | 1 |
| | Total | 4 |
| November | DRUGOD-Drug Overdose | 1 |
| | Total | 1 |
| Total | | 16 |

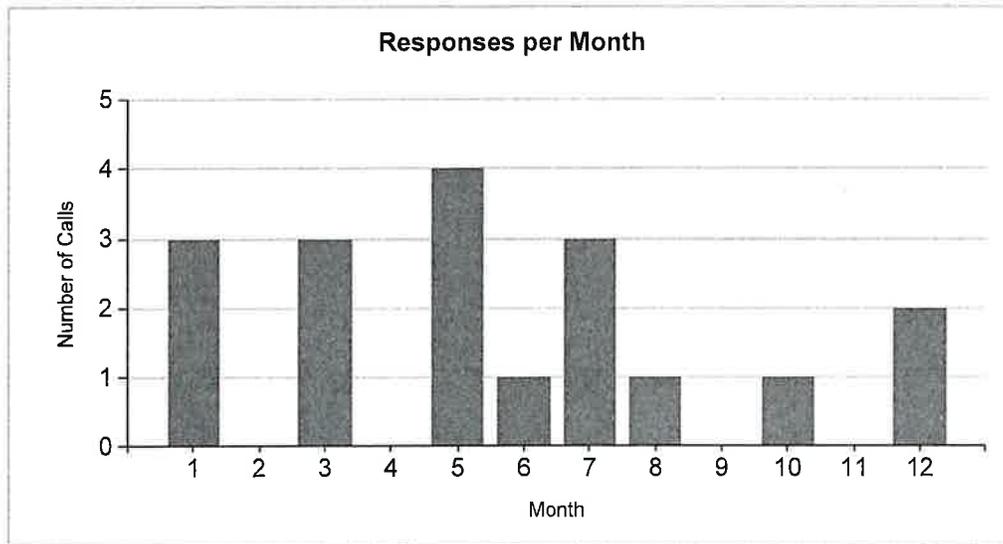
Calls for Service - Ridgeside - 1/1/2022 - 12/31/2022



| Month | Problem Type | Response Count |
|---------|----------------------------|----------------|
| April | AFARES-AFA Residential | 1 |
| | STROKE-Stroke | 1 |
| | Total | 2 |
| May | AFARES-AFA Residential | 1 |
| | Total | 1 |
| June | AFARES-AFA Residential | 1 |
| | Total | 1 |
| August | FALL-Fall Victim | 1 |
| | FRES-Residential Fire | 1 |
| | Total | 2 |
| October | AFARES-AFA Residential | 1 |
| | FASCIT-Fire Assist Citizen | 1 |
| | Total | 2 |

| | | |
|-----------------|--------------------------|-----------|
| November | ACC1-MVC Injuries | 1 |
| | DOA | 1 |
| | FALL-Fall Victim | 1 |
| | STROKE-Stroke | 1 |
| | Total | 4 |
| Total | | 12 |

Calls for Service - Ridgeside - 1/1/2021 - 12/31/2021



| Month | Problem Type | Response Count |
|---------|-------------------------------|----------------|
| January | FALL-Fall Victim | 1 |
| | FASCIT-Fire Assist Citizen | 2 |
| | Total | 3 |
| March | FALL-Fall Victim | 1 |
| | SICK-Sick Person | 1 |
| | UNCONC-Unconscious Person | 1 |
| | Total | 3 |
| May | ALAMED-Alarm Medical | 1 |
| | FALL-Fall Victim | 1 |
| | FASCIT-Fire Assist Citizen | 1 |
| | INGEST-Ingestion or Poisoning | 1 |
| | Total | 4 |

| | | |
|--------------|--------------------------------|-----------|
| June | AFARES-AFA Residential | 1 |
| | Total | 1 |
| July | BLEEDING-Bleeding | 1 |
| | CHESTPN-Chest Pain | 1 |
| | FALL-Fall Victim | 1 |
| | Total | 3 |
| August | SMOKEINVES-Smoke Investigation | 1 |
| | Total | 1 |
| October | CHESTPN-Chest Pain | 1 |
| | Total | 1 |
| December | ALAMED-Alarm Medical | 1 |
| | FASCIT-Fire Assist Citizen | 1 |
| | Total | 2 |
| Total | | 18 |

INTERLOCAL AGREEMENT FOR FIRE SERVICES

THIS INTERLOCAL AGREEMENT, made, entered, and becoming effective this 24th day of June, 2021, by and between the City of East Ridge, Tennessee, and the City of Ridgeside, Tennessee.

WITNESSETH:

WHEREAS, the Mayor and Council Members of the City of Ridgeside are desirous of having fire protection services furnished by the City of East Ridge; and

WHEREAS, the City of East Ridge has the facilities and equipment and is willing to provide fire services for the City of Ridgeside; and

WHEREAS, it is necessary and appropriate that the parties memorialize their agreement in writing;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

Services. In consideration of the covenants contained and other provisions of this agreement, the City of East Ridge agrees to provide fire services to the City of Ridgeside as follows:

The City of East Ridge Fire Department shall enforce all laws of the State of Tennessee and ordinances of the City of Ridgeside which have been duly adopted. The City of Ridgeside shall take all necessary steps, at its own expense, to ensure that enforcement of the above stated laws comply with state law. The City of Ridgeside shall indemnify the City of East Ridge for any damages, costs and expenses.

The City of East Ridge agrees to answer all fire calls to the City of Ridgeside. The failure to furnish service herein agreed upon, because of weather, road conditions, or the unavailability of such officers and equipment, in connection with the answering of other fire calls, shall not be a breach of this agreement. The decision of the Chief of Fire of the City of East Ridge or in the event of his unavailability, the City Manager of the City of East Ridge or other fire department officer in charge shall be final in such matter.

Loss Limitation. The City of East Ridge shall not be liable to the City of Ridgeside for loss or damage of any kind whatever resulting from any failure by the fire department, whether such loss or damage is caused by negligence of the officers, agents, or employees of the City of East Ridge or its fire department, or otherwise.

The City of East Ridge will make no claim against the City of Ridgeside on account of loss or damage of property owned by the City of East Ridge while in the fire service of the City of Ridgeside and will carry workers compensation or comparable insurance protecting itself against workers compensation claims of its fire officers for personal injuries sustained while in the service of the City of Ridgeside.

Indemnification. The City of Ridgeside agrees that it will indemnify and hold the City of East Ridge and its officers and employees harmless and will defend the City of East Ridge, its officers and employees from any and all claims of damages arising out of the performance of fire services in the City of Ridgeside. The City of Ridgeside further agrees that all claims made due to City of East Ridge fire protection in the City of Ridgeside shall be turned in with the City of Ridgeside's liability policy with the Tennessee Municipal League.

Cost of Service. The City of Ridgeside agrees to pay \$33,694.00 for the above listed fire services. To the extent this Agreement is extended, the parties have agreed to a four percent (4.0%) increase for year two (2) and an additional four percent (4.0%) increase for year three (3) for continued fire services. Said Cost of Services shall be paid in equal monthly installments beginning on July 1, 2021 and terminate on June 30, 2022, unless renewed as provided herein. If the City of Ridgeside fails to make any such payments, this contract shall be terminated immediately at the City of East Ridge's option upon written notice to the City of Ridgeside. All payments under this contract shall be due by the 5th day of each calendar month. The City of East Ridge will not accept any in-kind payment for services. The City of Ridgeside is free to make any donations it determines but is not so required to do so.

Renewal & Termination. The Term of this Agreement is for One (1) year beginning July 1, 2021 and ending June 30, 2022; provided, however, this Agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective Term. Termination may be with or without cause. Notice shall be issued to the following:

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

To: City of Ridgeside
Mayor for City of Ridgeside
P.O. Box 3267
Chattanooga, TN 37404

Effective Date. This contract shall take effect upon the signing by the below respective authorized representatives.

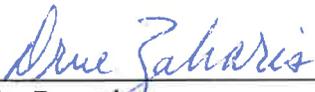
Governing Law. The agreement shall be construed in accordance with the laws of the State of Tennessee.

Entire Agreement. This is the entire agreement by and between the parties. Any modification or amendment must be in writing signed by all parties hereto.

Attorneys Fees. In the event of default hereunder the non-defaulting party shall be entitled to its reasonable attorneys' fees incurred in the enforcement of this agreement.

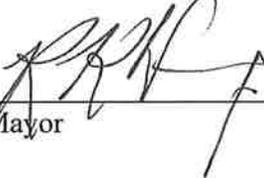
IN WITNESS WHEREOF, the parties have hereunto set their hands.

ATTEST:



City Recorder

CITY OF RIDGESIDE



Mayor

ATTEST:



City Manager

CITY OF EAST RIDGE



Mayor

INTERLOCAL AGREEMENT FOR POLICE SERVICES

THIS INTERLOCAL AGREEMENT, made, entered, and becoming effective this 24th day of June, 2021, by and between the City of East Ridge, Tennessee, and the City of Ridgeside, Tennessee.

WITNESSETH:

WHEREAS, the Mayor and Council Members of the City of Ridgeside are desirous of having police protection services furnished by the City of East Ridge; and

WHEREAS, the City of East Ridge has the facilities and equipment and is willing to provide police services for the City of Ridgeside; and

WHEREAS, it is necessary and appropriate that the parties memorialize their agreement in writing;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and pursuant to Section 12-9-108 Tennessee Code Annotated, it is agreed as follows:

Services. In consideration of the covenants contained and other provisions of this agreement, the City of East Ridge agrees to provide police services to the City of Ridgeside as follows:

The City of East Ridge Police Department shall enforce all laws of the State of Tennessee and ordinances of the City of Ridgeside which have been duly adopted. The City of Ridgeside shall take all necessary steps, at its own expense, to ensure that enforcement of the above stated laws comply with state law. The City of Ridgeside shall indemnify the City of East Ridge for any damages, costs and expenses.

The City of East Ridge agrees to answer all police calls to the City of Ridgeside and will provide police patrol within the limits and availability of the City of East Ridge Police Department. The patrols will take place twice in each 12-hour shift. The failure to furnish service herein agreed upon, because of weather, road conditions, or the unavailability of such officers and equipment, in connection with the answering of other police calls, shall not be a breach of this agreement. The decision of the Chief of Police of the City of East Ridge or in the event of his unavailability, the City Manager of the City of East Ridge or other police department officer in charge shall be final in such matter.

Loss Limitation. The City of East Ridge shall not be liable to the City of Ridgeside for loss or damage of any kind whatever resulting from any failure by the police department, whether such loss or damage is caused by negligence of the officers, agents, or employees of the City of East Ridge or its police department, or otherwise.

The City of East Ridge will make no claim against the City of Ridgeside on account of loss or damage of property owned by the City of East Ridge while in the police service of the City of Ridgeside and will carry workers compensation or comparable insurance protecting itself against workers compensation claims of its police officers for personal injuries sustained while in the service of the City of Ridgeside.

Indemnification. The City of Ridgeside agrees that it will indemnify and hold the City of East Ridge and its officers and employees harmless and will defend the City of East Ridge, its officers and employees from any and all claims of damages arising out of the performance of police services in the City of Ridgeside. The City of Ridgeside further agrees that all claims made due to City of East Ridge police protection in the City of Ridgeside shall be turned in with the City of Ridgeside's liability policy with the Tennessee Municipal League.

Cost of Service. The City of Ridgeside agrees to pay \$74,114.00 for the above listed police services. To the extent this Agreement is extended, the parties have agreed to a four percent (4.0%) increase for year two (2) and an additional four percent (4.0%) increase for year three (3) for continued police services. Said Cost of Services shall be paid in equal monthly installments beginning on July 1, 2021 and terminate on June 30, 2022, unless renewed as provided herein. If the City of Ridgeside fails to make any such payments, this contract shall be terminated immediately at the City of East Ridge's option upon written notice to the City of Ridgeside. All payments under this contract shall be due by the 5th day of each calendar month. The City of East Ridge will not accept any in-kind payment for services. The City of Ridgeside is free to make any donations it determines but is not so required to do so.

Renewal & Termination. The Term of this Agreement is for One (1) year beginning July 1, 2021 and ending June 30, 2022; provided, however, this Agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective Term. Termination may be with or without cause. Notice shall be issued to the following:

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

To: City of Ridgeside
Mayor for City of Ridgeside
P.O. Box 3267
Chattanooga, TN 37404

Effective Date. This contract shall take effect upon the signing by the below respective authorized representatives.

Governing Law. The agreement shall be construed in accordance with the laws of the State of ~~Tennessee~~

Entire Agreement. This is the entire agreement by and between the parties. Any modification or amendment must be in writing signed by all parties hereto.

Attorneys Fees. In the event of default hereunder the non-defaulting party shall be entitled to its reasonable attorneys' fees incurred in the enforcement of this agreement.

Off-Duty Personnel. The City of Ridgeside agrees that for all of its additional supplemental police patrol needs, it will only allow the hiring of off-duty police officers of the City of East Ridge at the then prevailing rate set by the City of East Ridge for such use. The City of Ridgeside can also use security companies in addition to police patrols to supplement security as it deems necessary.

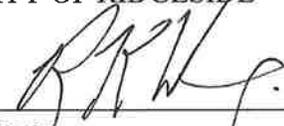
IN WITNESS WHEREOF, the parties have hereunto set their hands.

ATTEST:



City Recorder

CITY OF RIDGESIDE



Mayor

ATTEST:



City Manager

CITY OF EAST RIDGE



Mayor

RESOLUTION NO. 3488

**AGENDA MEMORANDUM
EAST RIDGE ANIMAL SHELTER
Extension Deposit Agreement
Tennessee American Water**

December 14, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The East Ridge Animal Shelter (ERAS) will need water service. Tennessee American Water (TAW) and Jeff Sikes, ASA Engineering, have worked a proposal that TAW (1) will extend a new six (6) inch water line from McBrien Road east to the property line of the ERAS and (2) install a fire hydrant at the southeast corner of McBrien Road and Stone Street. The estimated cost of this work is \$44,144. The paving of Stone Street will be made a part of the City's FY 2024-2025 street resurfacing program.

Attached hereto please find an Extension Deposit Agreement between Tennessee American Water and the City of East Ridge for TAW to perform the aforementioned work.

Attachment

JSM/

RESOLUTION NO. 3488

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
APPROVING AN EXTENSION DEPOSIT AGREEMENT
BETWEEN TENNESSEE AMERICAN WATER AND THE
CITY OF EAST RIDGE FOR THE EXTENSION OF A WATER
LINE TO THE NEW ANIMAL SHELTER**

WHEREAS, the new East Ridge Animal Shelter (“ERAS”) to be constructed on Stone Street will be in need of water for the facility; and

WHEREAS, ASA Engineering, on behalf of the City, and Tennessee American Water (“TAW”) have worked a proposal that TAW will extend a new six (6) inch water line from McBrien Road east to the property line of the new East Ridge Animal Shelter; and

WHEREAS, TAW will also install a fire hydrant at the southeast corner of McBrien Road and Stone Street.

WHEREAS, the cost of the project will be \$44,144.00.

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 execute the attached Extension Deposit Agreement with TAW for the extension of a water line from McBrien Road east to the property line of the new ERAS.

BE IT FURTHER RESOLVED that TAW will also install a new fire hydrant at the southeast corner of McBrien Road and Stone Street.

BE IT FURTHER RESOLVED that the cost of the project will be \$44,144.00.

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



Tyler Cross, PE P 423.602-4930
1500 Riverside Drive F 423.495.9227
Chattanooga, TN 37406
Tyler.Cross@amwater.com

December 8, 2023

Scott Miller – City Manager
City of East Ridge
1517 Tombras Ave.
East Ridge, TN 37412
423.682.0741

RE: East Ridge Animal Shelter

Mr. Miller,

Regarding your request for the cost of a water main installation for the above project, we have completed our preliminary survey, and it will be necessary to install approximately 300' of 6" main and 1 fire hydrant. The estimated cost for the main extension is \$39,780.00 and the cost of the fire hydrant is \$4,364.00.

We will require a check in the amount of \$44,144.00 before we can schedule construction. After the job is completed, we will adjust your deposit to actual costs and refund any money you have remaining or bill you for the additional amount required.

For the public hydrants, which is non-refundable, please sign this letter in the space below indicating your agreement (1) for us to install the hydrants and (2) to the cost estimate. Return the signed letter back to us for our part of the execution.

Attached is a copy of our Main Extension Agreement, which covers the deposit and refund provision for the water main. Please sign and return the agreement to us. Upon receipt of this agreement, we will have our officers fully execute it and we will return a copy to you for your records.

If you have any questions regarding this matter, please contact me at (423) 771-4713.

Sincerely,

Tyler Cross, PE

I request installation of this hydrant and agree to the estimated cost.

_____, Scott Miller _____ (Date)

Enclosures

EXTENSION DEPOSIT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20_____,
by and between the TENNESSEE-AMERICAN WATER COMPANY, hereinafter called the "WATER
COMPANY" and City of East Ridge hereinafter called the "DEPOSITOR."

WHEREAS, the DEPOSITOR desires an extension of the water distribution mains of the WATER
COMPANY as hereinafter described.

W I T N E S S E T H:

FIRST: The WATER COMPANY contracts and agrees to lay the water main (s) as shown in red on
the diagram which is hereto attached and made a part hereof, which main (s) and described and located as
follows:

**INSTALL 6" MAIN, ONE PUBLIC FIRE HYDRANT
ON STONE STREET TO SERVICE ANIMAL SHELTER**

SECOND: It is expressly understood and agreed that if the WATER COMPANY shall be delayed or
prevented from installing the water main (s) hereinabove described because of its failure to secure pipe or other
necessary construction materials, or for any other causes beyond its control, such failure or delay in
performance shall be excused; provided, however, that if such failure or delay in performance shall extend for a
period of more than one (1) year from the date hereof, the DEPOSITOR shall have the right to cancel and
terminate this Agreement on thirty (30) days' written notice to the WATER COMPANY and thereafter both
parties shall be relieved of all duties and obligations arising hereunder. The right to cancel and terminate this
Agreement by the DEPOSITOR shall not be revoked, however, if the WATER COMPANY has received the
necessary pipe and construction materials and the DEPOSITOR has made the deposit as hereinafter required, in
which event the WATER COMPANY shall have the obligation to prosecute diligently the work of installing the
water main (s) hereinabove described until said work is completed.

THIRD: The DEPOSITOR hereby agrees to deposit with the WATER COMPANY, upon receipt of
written notice from the WATER COMPANY that it is prepared and able to go forward with the work provided
in Paragraph FIRST hereof, and amount equal to (a) the estimated number of feet of pipe to be installed
multiplied by the estimated Unit Cost Per Foot of Main, plus the estimated cost of all other facilities (excluding
public fire hydrants, hydrant laterals, service lines and meters) which the WATER COMPANY shall have
determined are required to render adequate service, less (b) a credit equal to the amount produced by
multiplying the estimated Unit Cost Per Foot of Main by forty-five (45) and by multiplying this result by the
number of Bona Fide Prospective Customers whose premises abut said extension and will be directly connected
thereto.

FOURTH: Upon completion of the installation of the water main (s) described in Paragraph FIRST
above, or as soon thereafter as may be practicable, the WATER COMPANY shall furnish to the DEPOSITOR a
statement of actual cost. In the event that such statement of cost is less than the original estimate of cost, the
WATER COMPANY shall promptly return to the DEPOSITOR the difference between such amounts. In the
event that such statement of cost exceeds the original estimate of cost, the DEPOSITOR shall promptly make a
further deposit with the WATER COMPANY in an amount equal to the difference between such amounts. It is
the intent of this paragraph that the DEPOSITOR shall deposit the actual cost to the WATER COMPANY, less
the credit provided for in Paragraph THIRD above.

FIFTH: The WATER COMPANY hereby agrees to refund to the DEPOSITOR, during the period of
ten (10) years from the actual date of the original deposit hereunder, for each additional Bona Fide Customer for

which a service line has been connected to the extension in question an amount equal to the completed actual Unit Cost Per Foot of Main used in calculating the final deposit multiplied by forty-five (45).

SIXTH: The ownership of the water main (s) installed hereunder shall at all times be and remain in the WATER COMPANY, its successors and assigns.

SEVENTH: This Agreement shall be valid and binding on the WATER COMPANY only when executed by its President or a Vice President.

EIGHTH: This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

NINTH: Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to the WATER COMPANY at 9 Wiehl St. Chattanooga, TN 37403 and to
(address of WATER COMPANY)
the DEPOSITOR at 1517 Tombras Ave. East Ridge, TN 37412 .
(address of DEPOSITOR)

TENTH: This Agreement is entered into pursuant to the legally established Rules and Regulation of the WATER COMPANY, and the words, phrases, and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

Executed in duplicate by the parties hereto on the date first above written,

WITNESS:

TENNESSEE AMERICAN WATER COMPANY

_____ By Kevin Kruchinski – Manager of Engineering

WITNESS:

DEPOSITOR

_____ By Scott Miller – City Manager East Ridge

SUPPLEMENTAL MEMORANDUM

This Supplemental Memorandum is executed by the parties hereto under and pursuant to the provisions of paragraph THIRD of an Extension Deposit Agreement in writing between the parties entered into on the _____ day of _____, 20____, for the installation by the WATER COMPANY of a certain water main (s) described therein in the paragraph FIRST. It is therefore agreed and stipulated:

The estimated cost of the extension is \$ 44,144.00 Dollars.

Credit is allowed for 0 Bona Fide Prospective Customers at the rate of \$ _____ Dollars each for a total amount of \$ 0.00 Dollars in accordance with paragraph THIRD (b) of the Extension Deposit Agreement.

The amount of deposit received from the DEPOSITOR (S) \$ 44,144.00 Dollars.

The Supplemental Memorandum shall be attached to the original Extension Deposit Agreement.

Dated _____

Date of Deposit

TENNESSEE AMERICAN WATER COMPANY

WITNESS: _____

By _____

Kevin Kruchinski – Manager of Engineering

WITNESS: _____

DEPOSITOR: _____

Scott Miller – City Manager East Ridge

RESOLUTION NO. 3489

AGENDA MEMORANDUM
RINGGOLD ROAD MULTI-MODAL ROADWAY PROJECT
CHANGE ORDER #4

December 14, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

At the time the construction plans were drafted and finalized for the Ringgold Road Multi-Modal Roadway Project that section of roadway on the north side of Ringgold Road just west of Harper Motor Sports (specifically the hillside) called for the installation of storm drain pipe and a 5 foot sidewalk on top of it. The decision to construct a retaining wall along the hillside to keep the hillside from sliding onto the sidewalk and roadway was borderline; and hence, this structure (retaining wall) was not included in the initial plans.

Having done some minor excavation of the hillside for the roadway widening, ASA Engineering and Talley Construction are worried about the hillside sliding. There is a safety concern about the stability of the slope. Therefore, ASA and Talley are currently looking to construct a retaining wall. Talley is at the point in their schedule where work can commence on this structure.

Attached hereto please find a copy of a change order request from Talley Construction for the construction of a retaining in the amount of \$75,477. The funds for this change order are hopeful to be reimbursed by the State (their % portion).

Attachment

JSM/

Scott J. Miller

From: Jeffrey Sikes <jsikes@asaengineeringinc.com>
Sent: Tuesday, December 12, 2023 2:08 PM
To: Scott J. Miller
Cc: Ryan Schroering
Subject: Ringgold Road Improvements - Retaining Wall Change Order
Attachments: CO Proposal - Retaining Wall 12-1-23.pdf; 43-23779 Ringgold Road Retaining Wall Plans 11.21.2023.pdf; 43-23779 Ringgold Road Retaining Wall Calcs 11.21.2023.pdf

Good afternoon, Scott. Attached herewith please find the change order proposal from Talley Construction to construct a retaining wall on the north side of Ringgold Road across the street from the Save-A-Lot. The addition of the retaining wall is necessary due to the potential instability of the slope on the north side of the proposed wall and the safety concerns associated with trenching in the storm sewer at the base of the existing slope. The contractor is concerned that the trenching may cause the slope to slide while storm sewer is being installed.

The retaining wall was considered during the design process and it was determined that a retaining wall was desired, but not required. It was mutually understood that not installing the retaining wall would likely result in sedimentation (erosion and deposition of material off of the slope during rain events) and require occasional maintenance, but that the probable cost of the wall outweighed the cost of maintenance. Additionally, it was decided that the wall could be added during construction if it was deemed to be necessary.

The cost of the retaining wall as proposed by Talley is below the TDOT average unit price for retaining walls (per SF), installing the wall will reduce or eliminate the need for routine maintenance, and installing the wall eliminates the concern with slope failure during the installation of the storm drain and/or during heavy and long duration rain events. As a result, we recommend this change order be approved.

Please let me know if you have questions or if you need additional information.

Thank you,

Jeff A. Sikes, CPESC

Executive Vice-President / Senior Projects Manager

Asa Engineering & Consulting, Inc.

Please Note our New Address

201 Cherokee Blvd., Suite 101

O: 423.805.3700

C: 423.421.1420

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RESOLUTION NO. 3489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER REQUEST #4 FROM TALLEY CONSTRUCTION, INC. IN REGARD TO THE RINGGOLD ROAD MULTI-MODAL ROADWAY PROJECT

WHEREAS, in January 2022, Talley Construction, Inc. was awarded the bid for the Multi-Modal project on Ringgold Road; and

WHEREAS, Talley Construction, Inc. is requesting a change to the original scope of work for the purpose of covering the cost of additional work and time that is necessary to complete the project as follows:

1. The construction of a retaining wall in the 3900 block of the north side of Ringgold Road (Roadway STA 65+75 to 66+67.17) in order to stabilize the hillside.

WHEREAS, the additional cost associated with Change Order Request #4 is an amount not to exceed \$75,477.00; 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 COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager is authorized to approve the Change Order Request #4 from Talley Construction, Inc. to cover the cost of additional work and time necessary to complete the project, in an amount not to exceed \$75,477.00.

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



December 1, 2023

To: ASA Engineering & Consulting, Inc.
Attn: Mr. Ryan Schroering

Project: Contract 17-0130 East Ridge Streetscapes
Re: Retaining Wall – Change Order Request

Dear Ryan:

CO Request for retaining wall construction added at Roadway STA 65+75 to 66+67.17 per plan sheets RW-0.1, RW-0.2, and RW-1.0 by Geoservices dated 11/21/23, please see below for scope of work and pricing:

Scope of Work:

- 141 Total Wall Blocks
- 6" Thick crushed stone footing
- Excavation for footing and Wall
- Supply and install wall blocks
- 12" wide stone drainage layer behind wall including geotextile fabric with 4" perforated drain pipe
- Backfill wall and dress-up area

Exclusions/Clarifications:

- Rock Excavation, unsuitable soils or remediation to existing conditions
- Removal or relocation of any underground improvements/utilities if encountered
- Sidewalk, storm or other work as part of contract is not included in this request

TOTAL CHANGE ORDER REQUEST: \$ 75,477.00

Due to the job schedule and procurement of material, I respectfully request review of this proposal and approval by 12/7/23 to avoid any additional delays with this work and continuation of contract work.

Please feel free to contact me if you should have any questions or need any further information.

Respectfully,

Chad Littleton

Chad Littleton
Talley Construction Co, Inc.

RESOLUTION NO. 3490

AGENDA MEMORANDUM

CANCELLATION OF SECOND DECEMBER MEETING

DECEMBER 14, 2023

Submitted by:



Janet Middleton, City Recorder

SUBJECT:

The second meeting in December falls on the 28th day of the month.

It has been the practice for many years for the City Council to cancel the second meeting in December if it does not fall on a holiday, since some members may be out of town or want to spend time with their families.

RESOLUTION NO. 3490

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL CANCELLING THE DECEMBER 28, 2023
CITY COUNCIL MEETING**

WHEREAS, the East Ridge City Council recognizes that its members and city employees wish to spend time with their families over the Christmas holidays; and

WHEREAS, it has been a long-standing tradition for the Council to cancel the second meeting in December in order for its members and employees to enjoy the holiday season; and

WHEREAS, the City has previously published that a Council meeting was scheduled on December 28, 2023 and desires to approve this Resolution to serve as additional public notice of the Council's decision to cancel said meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby cancels the City Council meeting scheduled for December 28, 2023.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

AGENDA MEMORANDUM

REZONE

4328 Oakdale Ave

From R-1 Residential District to C-2 Commercial District

Date: January 11, 2024

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On December 4th, 2023, Davide Lee petitioned the East Ridge Planning Commission to rezone the parcel found at 4328 Oakdale Ave (Tax Map # 169G D 005) from R-1 Residential District to C-2 General Commercial District. Mr. Lee wants to use the existing accessory building as office space for their business.

The East Ridge Planning Commission denied the request to rezone. The applicant has submitted a request to the Building Department for the rezoning case to move forward to the city council for review.

AGENDA MEMORANDUM

Amend Municipal Zoning Ordinance 481

Date: January 11th, 2024

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On December 4th, 2023, the Building Department requested the East Ridge Planning Commission to review and discuss amending section 303, Height, and Area Regulations for the RT-1 Residential Townhouse District as follows:

Article V, Section 303, Subsection B – A Minimum building site area for Townhouse Dwellings shall be fifteen hundred (1,500) square feet when built on sewers. (currently 1,350 square feet)

Article V, Section 303, Subsection J – An RT-1 lot must be bordered on at least one side by a C-1, C-2, R-2, or R-3 zoning district. (Added new subsection J)

Article V, Section 303, Subsection K, minimum lot sizes for townhouse dwellings. (Added new Subsection K)

1. Minimum lot size - 17,400 square feet (40 % of an acre) - Max. 4 Townhouses.
2. Minimum lot size – 13,000 square feet (30% of an acre) - Max. 3 Townhouses.
3. Minimum lot size – 10,000 square feet (same as duplex zoning) – Max. 2 Townhouses.

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

Note:

The percentage of an acre will continue to increase to 100%, for a maximum of 10 townhouses per acre.

AGENDA MEMORANDUM

January 11, 2023

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

SUBJECT:

I will be submitting a budget amendment at the January 11th meeting. This amendment will move the Animal Shelter project from the Capital Improvement Fund to the ARPA Fund since the funding will come from ARPA. Per rulings, the funds cannot be co-mingled with other funds, so going forward I cannot transfer funds from the ARPA fund to the Capital Improvement Fund, as we had been doing in the past to fund part of the Multi Modal project.

AGENDA MEMORANDUM

**East Ridge Parks & Recreation
10-Year Master Plan
Kimley-Horn and Associates, Inc.**

January 11, 2024

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

City Administration is asking for the Mayor and Council to adopt the draft of the Parks and Recreation Master Plan Update: 2023 -2033 composed by City staff and Kimley-Horn and Associates, Inc. The draft plan will replace the existing Parks and Recreation Master Plan created by Southeast Tennessee Development District set to expire in 2023.

The updated Master Plan will identify the needs and goals for the East Ridge Parks and Recreation Department over the next 10-years.

AGENDA MEMORANDUM
MCBRIEN SCHOOL

January 11, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

A Phase I Environmental Site Assessment (ESA) was completed by S&ME back in 2017. The purpose of the Phase I ESA was to identify, to the extent feasible, recognized environmental conditions in connection with the subject property. The final report was dated August 25, 2017.

The assessment revealed no evidence of onsite or offsite recognized environmental conditions or controlled recognized environmental conditions in connection with the subject property. However, records reviewed of the school document from the time the subject property was in operation as a school that asbestos containing materials remain within the structure. The provided information does not meet National Emissions Standard for Hazardous Air Pollutants (NESHAP) requirements for asbestos assessments. NESHAP assessments are required to be performed prior to renovation or demolition activities. No information regarding the potential presence or assessment of lead paint was provided. Therefore, S&ME recommended both NESHAP and lead paint assessments be performed prior to any future renovation or demolition. S&ME is available to perform the necessary assessment and they are in the process of developing a quote for this work.

A decision needs to be made as to the future of McBrien School. Before a resolution is reached, I would recommend to the City Council that the following assessments and/or studies be made on the building:

- A NESHAP assessment be conducted by S&ME. NOTE – This assessment needs to be completed whether the building is renovated or demolished.
- A thorough walk-through of the building by an engineer to ascertain its structural integrity.
- A thorough walk-through of the building by a general contractor to provide an estimation of the cost of construction to bring the building to a functional level.

I do not have specific costs for the above referenced professional services; however, I hope to have them by the January 11, 2024 City Council meeting.

JSM/

AGENDA MEMORANDUM

Police Vehicle Purchase

Date: 01/11/2024

Submitted by:

Clint Uselton, Police Chief

SUBJECT:

The East Ridge Police Department requests approval to purchase 2 Ford Interceptor SUVs under state contract SWC 209. The patrol vehicles are priced at \$46,324.00. The total purchase price will be \$92,648.00. The purchase of these vehicles will be charged toward the SRO grant funds.

Attachment: vehicle quotes