

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

**January 25, 2024
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda:
 - A. Approval of Minutes January 11, 2023 Council Meeting
 - B. Declaration of Surplus Property – Fire Department
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1200** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481, ARTICLE V, SECTION 303 RELATIVE TO HEIGHT AND AREA REQUIREMENTS IN RESIDENTIAL TOWNHOUSE ZONES (2nd and final reading)
9. New Business:
 - A. **PUBLIC HEARING FOR ORDINANCE NO. 1201** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 12 SHERIDAN ROAD, TAX MAP #156E-A-005 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT
 - B. **ORDINANCE NO. 1201** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 12 SHERIDAN ROAD, TAX MAP #156E-A-005 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (1st reading)
 - C. **ORDINANCE NUMBER 1202** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN (1st Reading)

- D. **ORDINANCE NO. 1203** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2024 OPERATING BUDGET, ORDINANCE NO. 1186, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1st reading)
- E. **RESOLUTION NO. 3501** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING RESOLUTION NO. 3497 TO REFLECT A CORRECTED AMOUNT FOR THE PURCHASE OF TWO (2) TRANE COMPRESSORS FOR CAMP JORDAN ARENA FROM TRANE THROUGH THE OMNIA PARTNERS PURCHASING ALLIANCE, CONTRACT LISTING #3341
- F. **RESOLUTION NO. 3502** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF THE COMMUNITY CENTER BY THE CHATTANOOGA AUTISM CENTER
- G. **RESOLUTION NO. 3503** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A PARTNERSHIP AGREEMENT WITH D-BAT CHATTANOOGA
- H. **RESOLUTION NO. 3504** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEES FOR USE OF ATHLETIC FIELDS AT CAMP JORDAN BY EAST RIDGE HIGH SCHOOL
- I. **RESOLUTION NO. 3505** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEES FOR USE OF ONE SOFTBALL FIELD AT CAMP JORDAN BY EAST RIDGE MIDDLE SCHOOL
- J. **RESOLUTION NO. 3506** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (“TDOT”) FOR THE CITY TO INSTALL AND OPERATE FIXED AUTOMATED LICENSE PLATE RECOGNITION (“ALPR”) CAMERAS ON STATE RIGHT-OF-WAY
- K. **RESOLUTION NO. 3507** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION OF AN EMPLOYMENT AGREEMENT FOR J. SCOTT MILLER WITH REGARD TO THE POSITION OF CITY MANAGER
- L. Discussion of Tentative Agenda Items for the **February 8, 2024** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
February 8, 2024**

8. Old Business:

- A. **ORDINANCE NO. 1201** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 12 SHERIDAN ROAD, TAX MAP #156E-A-005 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading)

- B. **ORDINANCE NUMBER 1202** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN (2nd and final reading)

- C. **ORDINANCE NO. 1203** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2024 OPERATING BUDGET, ORDINANCE NO. 1186, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading)

9. New Business:

- A. **RESOLUTION NO. ____** - Approval of Interlocal Agreement for City's Participation in the Small Cities Coalition

- B. **RESOLUTION NO. ____** - Approval of Professional Services Agreement Between the City and TWM, Inc. for Traffic Engineering Services

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

**January 11, 2024
6:00 pm**

The East Ridge City Council met pursuant to notice on January 11, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Jeff Baden, Hamilton Life Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

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

Attendance: 16

Employee Milestone Awards for December 2023 – Mayor Williams announced the milestone awards for December as follows:

Finch Thomas R	20 years
Tate Kyle Lebron	15 years
Bernard Daniel F.	5 years
Hullender Jamey C	5 years

Mayor Williams thanked these and all City employees for the great job they do.

Consent Agenda:

- A. Approval of Minutes December 14, 2023 Council Meeting
- B. Approval of November 2023 Financial Report
- C. Declaration of Surplus Property – Police Department

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

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Cagle asked everyone to remember Denny Manning in their prayers because of recent health issues.

Vice Mayor Haynes, Councilmember Witt, and Councilmember Tyler had nothing at this time.

Mayor Williams discussed the following:

- He welcomed 2024 and is excited about everything the City has planned. He thanked staff for their hard work with the beautiful Christmas lights and decorations at City Hall, the Community Center, and other city buildings, as well as along Ringgold Road.
- The East Ridge Dog Park recently reopened after being closed for maintenance and grass seeding. The park is open seven days a week from sunrise to sunset.
- East Ridge Library Adult Winter Reading Challenge – register now, pick up reading logs at the front desk at the Library. There will be weekly drawings for prizes. Call 423-867-7323 for more information.
- Parks and Recreation
 - Pancakes and Pajamas on Jan. 26th at the Community Center from 6 – 8 pm. Includes free pancake dinner and games. Must register to attend. Call 423-486-2034 for more information.
 - Aerobics classes at the Community Center on Tuesday and Thursday at 6 pm and Saturday at 9 am. The cost is \$35 per year.
 - Registration for Spring Sports
 - January-March 1 – T-Ball (Boys and girls 3-4 yrs), Baseball (5-12 yrs), Softball (5-16 yrs)
 - January 1-February 23 – Soccer (U4 – U19)
 - January 1-March 8 – Adult Softball

Register at www.eastridgeparksandrec.com.

Communication from City Manager

- Mr. Miller wished everyone a Happy New Year. He stated it will be a very busy year with many new projects.
- Multi Modal Project – The contractor is working on north side on storm drain structures, and prepping areas for pouring sidewalks. Cold weather will delay pouring. This project should be completed in the summer of 2024.
- Leaf pick – Crews are in the 4th round and pick up is almost complete. Currently, they are on Marlboro north of Ringgold Road heading east with another crew on John Ross heading west. They will make a 5th round, if necessary, but citizens should call City Hall if they need pick up.
- The contractors are pouring footers now for the new Animal shelter. The facility is scheduled for completion in 180 days.
- We have hired Hefferlin + Kronenberg Architects for the multi-purpose pavilion behind City Hall and the Community Center. We plan to bid the project out this summer.
- The widening of N. Mack Smith Road from Ringgold Road was awarded to Adams Contracting. The project will be from Ringgold Road to the north property line of the Fairfield Inn. They will start construction on March 1, 2024.
- Victus Advisors was approved to do the Parks and Rection Feasibility Study. They will start on January 25 or 26th, and it will take 16 weeks to complete. Hamilton County will help financially with the study.
- Councilmember Cagle asked when we would start on the Community Center. Director Skiles stated they had a meeting with TDEC today and we are waiting on the State to sign the contract. She hopes to get the project out to bid within the next sixty days. Mayor Williams stated we received \$600,000 in an LPRF grant through TDEC but there are many requirements to the grant.

- Road resurfacing for 2023 - 2024 will start March 1st. This will be a \$1.7 million program.

Old Business: None

New Business:

PUBLIC HEARING FOR ORDINANCE NO. 1199 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 4328 OAKDALE AVENUE, TAX MAP #169G-D-005 FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT – City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated the applicant wishes to use an existing accessory structure as an office for their business.

David Lee, the applicant, 4328 Oakdale Avenue, owns CBS Management, a janitorial service. He stated the neighbors are concerned about changing the property to C-2 in case Mr. Lee decides to sell the property. Mr. Lee stated the Council could put a restriction on the property that it would revert back to R-1 if it is ever sold. He also stated he has very little traffic.

Sandy Condroski, 1411 Armour Street, is opposed because of increasing traffic.

Jennifer Crittenden, 1410 Armour Street, is opposed because the property could be used for other uses if sold.

Bill Higgins, 1411 Armour St., is opposed because of increased traffic.

Caroline Couch, 4327 Oakdale, is opposed because the property could be used for other things in the future.

Debbie Riemke, 1406 Armour Street, does not want commercial in the neighborhood.

David Lee, 4328 Oakdale, came back up and stated he talked to the neighbors just to explain why he wanted to change to C-2. He stated the Council can change the property back to R-1 if he sells, or if they close the business. Mayor Williams closed the public hearing.

ORDINANCE NO. 1199 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 4328 OAKDALE AVENUE, TAX MAP #169G-D-005 FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (1st reading) – City Attorney Litchford read on caption. Chief Building Official Howell stated the property is surrounded by residential and two commercial vacant properties. He stated the C-2 zone is to promote clusters of commercial properties, but also stated this is not a good use of transitional zoning. Mayor Williams stated this request was denied by the Planning Commission on December 4, 2023. Councilmember Witt made a motion, seconded by Councilmember Tyler, to deny Ordinance No. 1199. Councilmember Tyler stated when he googled this address it came up as CBS

Management LLC. He asked if a business is currently being operated from this property. Mr. Howell stated unknown to him, it has been operated for the last two years as a home-based business, but only family members are allowed to work in a home-based business. Mr. Tyler asked if the City could issue a cease-and-desist order for this business. Mr. Howell stated that the City could. Mr. Cagle asked if the business has a business license. Mr. Howell does not know since business licenses do not come through him; he only checks for zoning and the applicant is given rules and regulations by which they must abide. If not, a cease-and-desist order can be issued. Finance Director Qualls stated that the City must issue business licenses if requested. The vote was unanimous. Motion to deny was approved.

PUBLIC HEARING FOR ORDINANCE NO. 1200 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481, ARTICLE V, SECTION 303 RELATIVE TO HEIGHT AND AREA REQUIREMENTS IN RESIDENTIAL TOWNHOUSE ZONES – City Attorney Litchford read on caption. Chief Building Official Howell stated that staff requested certain changes to the zoning ordinance which were approved by the Planning Commission. He explained the changes as follows:

- The minimum build site area for townhouse dwellings will change from 1,350 square feet to 1,500 square feet.
- 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. This will help eliminate spot zoning.
- Lot sizes based on the percentage of an acre for a maximum of 10 townhomes per acre.

He and City Manager Miller have worked on these amendments and compared them to what other municipalities have in their zoning ordinances. Mayor Williams opened the public hearing. No one came forward in favor of or in opposition to the amendments to the ordinance. Mayor Williams closed the public hearing.

ORDINANCE NO. 1200 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481, ARTICLE V, SECTION 303 RELATIVE TO HEIGHT AND AREA REQUIREMENTS IN RESIDENTIAL TOWNHOUSE ZONES (1st reading) – City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1200 on first reading. The vote was unanimous. Motion approved.

RESOLUTION NO. 3491 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE EAST RIDGE PARKS AND RECREATION TEN-YEAR MASTER PLAN DESIGNED BY KIMLEY-HORN AND ASSOCIATES – City Attorney Litchford read on caption. Development Administrator McAllister is asking Council to adopt the final draft of the 2024 – 2034 East Ridge Parks and Recreation Ten-Year Master Plan, which identifies the needs and goals of Parks and Recreation. It also has feedback from the community. Mr. McAllister stated that the top two responses of the community are more festivals and a community pool. Responses also included more pickle ball courts, food festivals, music, food truck alleys, art festivals, etc. Mr. Miller commended Kimley-Horn and Associates for putting together a comprehensive analysis of the Parks and Recreation programs and venues that we have. Mayor Williams stated that respondents to the poll stated they visited Camp Jordan daily or weekly. They use the trails, walking paths, playgrounds, and open green space. The Mayor stated the study also showed that the benches along the walking track are in

bad condition and need to be replaced. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3491. The vote was unanimous. Motion approved.

RESOLUTION NO. 3492 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO HAVE ENVIRONMENTAL AND STRUCTURAL ASSESSMENTS DONE ON THE MCBRIEN SCHOOL BUILDING –

City Attorney Litchford read on caption. City Manager Miller stated National Emissions Standard for Hazardous Air Pollutants (“NESHAP”) asbestos assessments are required by the Environmental Protection Agency and the Tennessee Department of Environment and Conservation to be performed prior to renovation or demolition activities in a building. He is asking approval from Council to do NESHAP and lead paint assessments (S&ME), have an engineer (Mack McCarley) do a walk-through structural assessment, and have a general contractor (BP Construction) do a walk-through to estimate the cost of construction to bring the building to a functional level. The total cost would be an amount not to exceed \$25,800. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3492. The vote was unanimous. Motion approved

RESOLUTION NO. 3493 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE TWO (2) 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) –

City Attorney Litchford read on caption. Chief Uselton stated total cost for the two vehicles is \$92,648 to be charged to SRO grant funds. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3493. The vote was unanimous. Motion approved.

RESOLUTION NO. 3494 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY EAST RIDGE ELEMENTARY SCHOOL FOR ITS FIFTH GRADE GRADUATION –

City Attorney Litchford read on caption. Director Skiles stated this request meets our fee waiver policy. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3493. The vote was unanimous. Motion approved.

RESOLUTION NO. 3495 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CHATTANEUTER SPAY NEUTER CLINIC FOR PROVIDING SPAY NEUTER SERVICES TO EAST RIDGE ANIMAL SERVICES –

City Attorney Litchford read on caption. Chief Uselton stated we have an existing MOU with Chattaneuter and they are cheaper than any other option. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3495. Councilmember Cagle asked what our adoption fees are. The Chief stated they range from \$28 - \$59. The vote was unanimous. Motion approved.

RESOLUTION NO. 3496 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING RESOLUTION NO. 3241, WHICH APPROVED THE HUMAN RESOURCES MANUAL –

City Attorney Litchford read on caption. Human Resources

Director Sinigaglio stated she is proposing nine amendments to the HR Manual and explained each one. Councilmember Cagle discussed the update in Section VIII regarding alcohol testing levels in the Drug-free Workplace Program. It states .08% for non-safety sensitive positions, and .04% for safety sensitive positions. He stated test levels should be the same for all employees and would like to change it to .04% for all employees. Councilmember Witt made a motion, seconded by Councilmember Tyler to approve Resolution No. 3496 as presented. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

RESOLUTION NO. 3497 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE TWO TRANE COMPRESSORS FOR CAMP JORDAN ARENA FROM TRANE THROUGH THE OMNIA PARTNERS PURCHASING ALLIANCE, CONTRACT LISTING #3341– City Attorney Litchford read on caption. Director Skiles stated this will replace two compressors that are not working. The cost is \$20,954.00. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3497. The vote was unanimous. Motion approved.

RESOLUTION NO. 3498 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE PURCHASE OF A NEW SIGN FROM ORTWEIN SIGN COMPANY FOR THE FAÇADE OF CAMP JORDAN ARENA AS PART OF PHASE III FOR IMPROVEMENTS AT CAMP JORDAN – City Attorney Litchford read on caption. Director Skiles stated this would replace the current sign and is part of the improvements previously approved. The sign will be installed after the roof is installed. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3498. The vote was unanimous. Motion approved. Mr. Miller stated that representatives from Ortwein Sign, who are present tonight, have drafted “Welcome to East Ridge” signs to be presented soon.

RESOLUTION NO. 3499 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO HAVE ASBESTOS AND LEAD PAINT ASSESSMENTS CONDUCTED ON THE MCBRIEN SCHOOL BUILDING – City Attorney Litchford read on caption. City Manager Miller presented a proposal from S&ME, Inc. to perform asbestos and lead paint assessments on the McBrien School building in the amount of \$10,800. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3499. The vote was unanimous. Motion approved.

RESOLUTION NO. 3500 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AMEND RESOLUTION NO. 3481 TO INCREASE THE COST FOR THE PURCHASE OF TEN (10) LASER AIMING MODULES FROM ADS THROUGH THE U.S. GENERAL SERVICES ADMINISTRATION (“GSA”) – City Attorney Litchford read on caption. Chief Uselton stated this purchase was approved at \$15,907.30, but there was a price increase of \$3,502.60 before we could purchase the modules. Total cost is \$19,409.90. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3500. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the January 25, 2024 Council Meeting (see Attachment A

- **Old Business:**

- **ORDINANCE NO. ____** - Rezoning of 4328 Oakdale from R-1 Residential to C-2 Commercial (2nd and final reading)
- **ORDINANCE NO. ____** - RT-1 Zoning Classification amendments (2nd and final reading)

- **New Business:**

- **ORDINANCE NO. ____ - Budget Amendment (1st reading)** – Finance Director Qualls stated this amendment will include moving the Animal Shelter project from the Capital Improvement Fund to the ARPA Fund, plus the purchase of two police vehicles through the SRO grant that were approved earlier in the meeting.
- **ORDINANCE NO. ____ - Rezoning of 12 Sheridan Drive from R-1 Residential District to R-3 Residential Apartment District (1st reading)** – Chief Building Official Howell stated this property is legal non-conforming and has been vacant for more than 180 days. Planning Commission approved the request.
- **ORDINANCE NO. ____ - Ordinance to Establish an Updated Occupational Safety and Health Program Plan (1st Reading)** – Deputy Fire Chief Albright stated this plan should be updated every seven years or when there are changes that need to be made.
- **RESOLUTION NO. ____ - Approval to waive fee for Chattanooga Autism Center to host event at the Community Center** – Director Skiles stated this event is free to the public and the organization meets our fee waiver policy.
- **RESOLUTION NO. ____ - Waive Fees for East Ridge High School to use Soccer Fields** – Director Skiles stated the schools have used the fields in the past, but with the new fee waiver policy, they must come before Council.
- **RESOLUTION NO. ____ - Waive Fees for East Ridge Middle School to Use Softball Field**
- **RESOLUTION NO. ____ - City Manager Contract** – City Manager Miller stated his contract expires on January 26, 2024 and he is willing to serve another year.

Being no further business, the meeting was adjourned.

ORDINANCE NO. 1200

AGENDA MEMORANDUM

Amend Municipal Zoning Ordinance 481

Date: January 25, 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.

ORDINANCE NO. 1200

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL
TO AMEND THE EAST RIDGE ZONING ORDINANCE
NO. 481, ARTICLE V, SECTION 303 RELATIVE TO
HEIGHT AND AREA REQUIREMENTS IN
RESIDENTIAL TOWNHOUSE ZONES**

WHEREAS, the City of East Ridge Zoning Ordinance No. 481, Article V, Section 303 established height and area requirements in Residential Townhouse (“RT”) zones, that from time to time need amending; and

WHEREAS, the Building Department Staff is requesting that the requirements in the RT-1 zone be amended as follows:

- Article V, Section 303, subsection B - A minimum build site area for townhouse dwellings shall be 1,500 square feet when built on sewers.
- Article V, Section 303, subsection J (new) - 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.
- Article 5, Section 303, subsection K (new) - Minimum parcel size for townhouse dwellings as follows:
 1. Minimum lot size - 17,400 square feet (40% of an acre) - Maximum 4 townhouses
 2. Minimum lot size - 13,000 square feet (30% of an acre) - Maximum 3 townhouses
 3. Minimum lot size - 10,000 square feet (same as duplex zoning) - Maximum 2 townhouses
 4. The percentage of an acre will continue to increase to 100%, for a maximum of 10 townhouses per acre.

WHEREAS, the East Ridge Planning Commission unanimously approved the request for these amendments at their meeting on January 3, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that Zoning Ordinance No. 481 Article V, Section 303 relative to height and area requirements in RT-1 zones be amended as follows:

- Article V, Section 303, subsection B - A minimum build site area for townhouse dwellings shall be 1,500 square feet when built on sewers.
- Article V, Section 303, subsection J (new) - 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.
- Article 5, Section 303, subsection K (new) - Minimum parcel size for townhouse dwellings as follows:

1. Minimum lot size - 17,400 square feet (40% of an acre) - Maximum 4 townhouses
2. Minimum lot size - 13,000 square feet (30% of an acre) - Maximum 3 townhouses
3. Minimum lot size - 10,000 square feet (same as duplex zoning) - Maximum 2 townhouses
4. The percentage of an acre will continue to increase to 100%, for a maximum of 10 townhouses per acre.

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

Approved on first reading _____ 2024

Approved on second reading _____ 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to form:

Mark W. Litchford, City Attorney

Scott J. Miller

From: Scott J. Miller
Sent: Tuesday, September 19, 2023 4:32 PM
To: Brian Williams; Esther Helton; Jacky Cagle; Andrea Witt; David Tyler
Cc: Mike Howell
Subject: RT-1 Residential Townhouse District
Attachments: 4047_001.pdf

Mayor and City Council –

Over the past month Mike Howell, Building Official, and I have been working on proposed amendments to the City's RT-1 Residential Townhouse District by incorporating zoning standards as minimum lot size and the maximum number of townhouses per lot into the current text. Further, to refrain from rezoning applications to RT-1 thus allowing the development of townhouses on in-fill lots in single-family residential neighborhoods we are proposing adding a standard that "the lot must be bordered on at least one side by a C-1, C-2, R-2, or R-3 zoning district." This requirement would curb spot zoning from occurring and protect the integrity of the single-family community. Our proposal is attached hereto for your information and review.

Mr. Howell and I compared our RT-1 (Townhouse) zoning standards with the townhouse zoning standards of the other cities in Hamilton County. We found that each city has different requirements for townhouse development. Attached hereto please find a memo from Mr. Howell outlining the townhouse requirements of the cities.

Should you have any questions on Staff's proposal, please feel free to contact me. I'm interested in your input.

Scott Miller

From: scanner@eastridgetn.gov <scanner@eastridgetn.gov>
Sent: Tuesday, September 19, 2023 2:43 PM
To: Scott J. Miller <Jscottmiller@eastridgetn.gov>
Subject: Attached Image

RT-1 RESIDENTIAL TOWNHOUSE DISTRICT

CITY OF EAST RIDGE

- Minimum Lot Size – Not specified
- Minimum Building Site Area – 1,350 square feet

PROPOSED – CITY OF EAST RIDGE

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

- Minimum Building Site Area – 1,500 square feet

- The lot must be bordered on at least one side by a C-1, C-2, R-2, or R-3 zoning district.

Scott J. Miller

From: Mike Howell
Sent: Wednesday, September 6, 2023 10:53 AM
To: Scott J. Miller
Subject: RE: RT-1 ResTownRegs

Scott,

After reviewing the townhome proposal and investigating the surrounding municipality's requirements for townhomes, I believe you have identified a perfect solution for square footage, the number of units allowed, and the elimination of spot zoning.

The square footage numbers you have identified are very close to others, see the compiled list.

Chattanooga Townhome Residential Inside Urban Overlay

- RT1 (medium density residential, 1,350 square foot minimum lot size and intended for townhouses)
- RTZ (medium-density residential, intended for single-family zero lot line dwellings and townhouses at 8 units per acre)
- RTZ in Urban Overlay (high-density residential, intended for single-family zero lot line dwellings, townhouses, and multi-unit (up to 4 dwellings per acre). 3,000 square foot minimum lot size for single-family and zero lot line units; 1,700 square foot lot size for townhouses; and 7,500 square feet for multi-unit).

Chattanooga Townhome Outside Urban Overlay

Maximum Density: Eight (8) units per acre

Minimum Lot Width: Townhouse Units: Twenty-four (24) feet

Hamilton County Townhome Residential

- RT1 (medium-density residential, with a 1,350 square foot minimum lot size and intended for townhouses)
- RTZ (medium-density residential, intended for single-family zero lot line dwellings and townhouses at 8 units per acre)

Collegedale Townhome Regulations

Maximum Density: Eight (8) units per acre

Townhouse Units width: Twenty-four (24) feet

Minimum Lot Size: Townhouses: 2,400 square feet

Red Bank Townhome Regulations

Identical to East Ridge

Soddy Daisy Townhome Regulations

Minimum lot size for 4 units 16,000 sq ft
3 units 14,000 sq ft

Signal Mountain Townhome Regulations

The minimum Build site for each townhome is 1,250 sq ft
Build Site width 20 ft.

City of Lakside Townhome Regulations

Each dwelling unit of a two-, three-, or four-family structure shall be a minimum of 1,200 square feet.
Three Family dwellings 14,000 sq ft lot
Four Family Dwellings 16,000 sq ft lot.
Minimum lot depth of 100 feet and 75 feet of road frontage

City of Ridgeside Townhome Regulations

None

Town of Walden Townhome Regulations

The minimum lot area shall be two (2) acres.
Minimum Lot Depth and Frontage. The minimum frontage of any lot shall be seventy-five (75) feet with a minimum depth of one hundred (100) feet.



Michael Howell

Building Official
City of East Ridge

Main 423-867-7711

Direct 423-805-3189

Email mhowell@eastridgetn.gov

1517 Tombras Avenue
East Ridge, TN 37412

www.eastridgetn.gov

From: Scott J. Miller <Jscottmiller@eastridgetn.gov>

Sent: Tuesday, September 5, 2023 3:38 PM

To: Mike Howell <mhowell@eastridgetn.gov>

Subject: RT-1 ResTownRegs

Mike – Please review and let me know your thoughts. If you're OK with it then I'll forward to the City Council for their review. Thanks. Scott

ORDINANCE NO. 1201

AGENDA MEMORANDUM

REZONE

12 Sheridan Rd

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

Date: January 25, 2024

Submitted by:


Michael Howell, Chief Building Official

SUBJECT:

On January 3, 2024, Allen Jones with Stone Creek Consulting, on behalf of owner Finley Wright, petitioned the East Ridge Planning Commission to rezone the parcel found at 12 Sheridan Rd (Tax Map # 156E-A-005) from R-1 Residential District to R-3 Residential Apartment District.

The East Ridge Planning Commission approved the request to rezone the parcel and recommended to the City Council the rezone adhere to the East Ridge Landscape requirements.

ORDINANCE NO. 1201

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 12 SHERIDAN ROAD, TAX MAP #156E-A-005 FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT

WHEREAS, Stone Creek Consulting LLC petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 12 Sheridan Road, Tax Map #156E-A-005 from R-1 Residential District to R-3 Residential Apartment District. The property is more particularly described as follows:

Lot 133 Bragg Hill Land Company Addition to Mission Ridge, Plat Book 7, Page 9, ROHC, Deed Book 10852, Page 559, ROHC. Tax Map 156E-A-005

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

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on January 3, 2024; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on January 25, 2024, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 12 Sheridan Road, Tax Map #156E-A-005 from R-1 Residential District to R-3 Residential Apartment District, for uses consistent with such zoning.

Section 2. That the applicant will abide by all the requirements of the City's landscape ordinance.

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

Approved on First Reading _____, 2024

Approved on Second Reading _____, 2024

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

STONE CREEK CONSULTING LLC

PO Box 2067, Dunlap, TN 37327 | 919.793.4077

November 20, 2023

**RE: Zoning Application Narrative
12 Sheridan Rd Rezone**

The property is located at 12 Sheridan Rd in East Ridge, TN. The property is zoned R-1, and the request is to rezone the property to R-3. The existing building used to be a quad-plex but it lost its legal non-conforming status. The owner of the property would like to renovate the property and use it as a quad-plex again. The way the house is constructed, it is not feasible to convert the building into a large single-family house. The adjacent R-1 property is also an existing Quad-plex that is legal, non-conforming.

Sincerely,

A handwritten signature in black ink, appearing to read 'Allen Jones', with a long horizontal flourish extending to the right.

Allen Jones, RLA



CASE NUMBER: 2024-0009		Date Submitted: 11/20/2023	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: R-1	Rezoned To: R-3	Total acres in request area: 0.42	
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
N/A			
4 Property Information			
Property Address: 12 Sheridan Rd		Property Tax Map Number: 156E-A-005	
5 Proposed Development			
Reason for request/Project description:	Rezoned existing quadraplex to be a legal use		
6 Site Characteristics			
Current Use:	Quadraplex		
Adjacent Uses:	Multi-family, single family		
7 Applicant Information			
Name: Stone Creek Consulting LLC (c/o Allen Jones)			
Address (street, city, state, zip): P. O. Box 2067, Dunlap, TN 37327			
Phone: 919-793-4077		Email: allen@stonecreekconsultingllc.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: Finley Wright			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: _____		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input checked="" type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input checked="" type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 2		
Municipality: East Ridge	Planning District: 6	Neighborhood: Missionary Ridge	
County Commission District: 8	City Council District: 0		
PC meeting date: East Ridge	Application processed by: Jennifer Ware		
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by single-unit residential, duplexes, and multi-unit residential units.

Yes No See Comments

COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is small, suburban residential lots with a mix of single-unit, duplex, and multi-unit dwellings ranging from one to two-stories with on-site parking.

Yes No See
Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

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

2024-0009 Rezoning from R-1 to R-3



2024-0009 Rezoning from R-1 to R-3



2024-0009 Rezoning from R-1 to R-3



2024-0009 Rezoning from R-1 to R-3

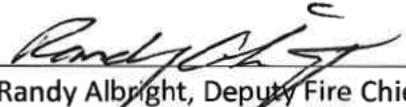


ORDINANCE NO. 1202

**AGENDA MEMORANDUM
UPDATED SAFETY & HEALTH PLAN AND ORGANIZATIONAL CHART**

January 25, 2024

Submitted By:


Randy Albright, Deputy Fire Chief
And City Safety Coordinator

SUBJECT:

The City of East Ridge was notified in early December 2023 from the Tennessee Department of Labor and Workforce Development, Occupational Safety and Health that the Occupational Safety & Health Plan for East Ridge was last updated in November 2016. According to their regulations our program plan should be updated every seven (7) years to reflect recent changes in the law (relating to hospitalizations, amputations, and losses of an eye) and to revise the City's organizational chart.

The purpose of the program plan is to provide guidelines and procedures for implementation of the Tennessee Occupational Safety and Health Act (TOSHA) by all government employers that have elected to develop their own Safety and Health Programs.

The Safety and Health Plan attached hereto has been updated to reflect current changes and its organizational chart has been brought up to date.

Attachment

ORDINANCE NUMBER 1202

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of East Ridge hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, that there be and is hereby amended as follows:

SECTION 1.

TITLE

This section shall be known as “The Occupational Safety and Health Program Plan” for the employees of the City of East Ridge.

PURPOSE:

The City of East Ridge in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.

- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.

- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all

occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.

4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.

5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of the City of East Ridge shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the City of East Ridge are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this ordinance, the Deputy Chief of the Fire Department is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this ordinance shall be made available as authorized by the City of East Ridge.

SECTION 2.

SEVERABILITY:

BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 3.

AMENDMENTS, ETC:

BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of the City of East Ridge requiring it.

Approved on first reading _____ 2024

Approved on second reading _____ 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to form:

Mark W. Litchford, City Attorney

**PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF THE CITY OF EAST RIDGE**

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I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the City of East Ridge.

This plan is applicable to all employees, part-time or full-time, seasonal, or permanent.

The City of East Ridge in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. **COMMISSIONER OF LABOR and Workforce Development** means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. **EMPLOYER** means the City of East Ridge and includes each administrative department, board, commission, division, or other agency of the City of East Ridge.
- c. **SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR** means the person designated by the establishing ordinance, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of City of East Ridge.
- d. **INSPECTOR(S)** means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. **APPOINTING AUTHORITY** means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. **EMPLOYEE** means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. **PERSON** means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. **STANDARD** means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. **IMMINENT DANGER** means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. **ESTABLISHMENT or WORKSITE** means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. **SERIOUS INJURY or HARM** means that type of harm that would cause permanent or prolonged impairment of the body in that:
 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employer's place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.

- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Safety Director may designate a person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
 - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
 - 4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
 - 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 - 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 - 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.

8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.

4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
 - c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer:
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
 - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
 - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
 2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.
 - d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
 - e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
 - f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Administrative Officer explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Administrative Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

X. EDUCATION AND TRAINING

- a. Safety Director and/or Compliance Inspector(s):
 1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocutation; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will ensure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Ordinance, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 - 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 - 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
 - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 - 2. Records are made of the inspections, any discrepancies found, and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
 1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitute an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
 1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Administrative Officer immediately.
 2. The Safety Director and/or Chief Administrative Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
 1. The standard, rule, or regulation which was found to be violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.

4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
 1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (ordinance, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30-day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, ordinance, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, ordinance, or executive order, as applicable, is specifically repealed.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX - I WORK LOCATIONS
(ORGANIZATIONAL CHART)

{For this section make a list of each work location wherein (City/County/etc) your employees work, such as Street Department, Fire Hall, City Hall, Courthouse, Jail, Sheriff Department, Each School, etc. covered under this Program Plan. Include, the address for the workplace, phone number at that workplace, and number of employees who work there.}

*****See Attached*****

TOTAL NUMBER OF EMPLOYEES : _____

{Once each work location has been listed, record the total number of employees that the county employees.}

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF THE CITY OF EAST RIDGE.

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or the City Manager.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the City Manager for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of the City of East Ridge is available for inspection by any employee at City Hall during regular office hours.

Signature: (City/County) MAYOR AND DATE

APPENDIX - III PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that City of East Ridge has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

- (1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will ensure completion of required reports and records in accordance with Section VIII of the basic plan.
- (16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.
- (51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.
- (251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third-degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.
2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left-hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Administrative Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the simpler an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

ORDINANCE NO. 1203

AGENDA MEMORANDUM

BUDGET AMENDMENT

January 25, 2023

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

SUBJECT:

Budget Amendment

General Fund

- Increase in Revenues - \$ 88,350.
- Increase in various departments expenditures but not increasing the budget.

Solid Waste Fund

- Increase in vehicle parts & repairs using fund balance.

ARPA Fund

- Moving expenditures for the Animal Shelter facilities to the correct line item that was created for it.

ORDINANCE NO. 1203

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL
TO AMEND THE FISCAL YEAR 2024 OPERATING
BUDGET, ORDINANCE NO. 1186, BY CHANGING THE
REVENUES AND EXPENDITURES OF VARIOUS FUNDS**

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

WHEREAS, it is necessary and appropriate that said Ordinance No. 1186 be amended by changing the revenues and expenditures of various funds; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that pursuant to the Municipal Budget Law of 1982, as amended and codified at Tennessee Code Annotated §6-56-201 *et seq.*, Ordinance No. 1186 is and the same hereby shall be amended as follows:

General Fund	Budget	Amendment	Final
Revenues			
Indoor Soccer	140,000	38,350	178,350
Rent – Cell Tower	12,925	30,000	42,925
Hamilton County	0	20,000	20,000
Total Budget (Amended)	26,725,760	88,350	26,814,110
Expenditures			
General Government	1,195,825	112,363	1,308,188
Police – Admin	2,515,428	10,000	2,525,428
Police – Patrol	2,500,004	311,000	2,811,004
Fire Department	3,599,814	54,300	3,654,114
Building/Planning/Codes	642,506	46,000	688,506
Parks & Recreation	1,076,350	75,000	1,151,350
Community Center	253,290	50,250	303,540
Baseball/Softball	65,700	17,000	82,700
Football/Cheer	15,050	2,500	17,550
Adult Softball	34,200	20,600	54,800
Library	296,906	5,000	301,906
Museum	625	600	1,225
Transfer Out	2,279,613	-704,613	1,575,000
Total Budget (Amended)	26,725,760	0	26,725,760

Solid Waste Fund	Budget	Amendment	Final
Revenues			
Use of Fund Balance	266,000	75,000	185,000
Total Budget (Amended)	1,906,979	75,000	1,981,979
Expenditures			
Vehicle Parks & Repairs	110,000	75,000	185,000
Total Budget (Amended)	1,906,979	75,000	1,981,979

ARPA Fund	Budget	Amendment	Final
Expenditures			
Animal Shelter Facility	0	3,142,192	3,142,195
Stormwater Projects – Multi	4,142,192	-3,142,192	1,000,000
Total Budget (Amended)	4,142,192	0	4,142,192

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

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

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

Approved on first reading _____, 2024

Approved on second reading _____, 2024

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3501

**AGENDA MEMORANDUM
AMEND RESOLUTION NO. 3497**

**PURCHASE OF TWO TRANE COMPRESSORS
CORRECTED AMOUNT**

JANUARY 25, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The City Council approved Resolution No. 3497 on January 11, 2024 for the purchase of two Trane compressors for the Arena to replace units 1 and 5. The resolution incorrectly stated the cost as \$19,988.00

The correct cost of the two (2) Trane compressors is \$20,954.00, a difference of \$966.00, which was due to labor and materials price increases.

SS

RESOLUTION NO. 3501

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING RESOLUTION NO. 3497 TO REFLECT A CORRECTED AMOUNT FOR THE PURCHASE OF TWO (2) TRANE COMPRESSORS FOR CAMP JORDAN ARENA FROM TRANE THROUGH THE OMNIA PARTNERS PURCHASING ALLIANCE, CONTRACT LISTING #3341

WHEREAS, on January 11, 2024, the East Ridge City Council approved Resolution No. 3497 for the purchase of two (2) Trane Compressors for Camp Jordan Arena from Trane, through the OMNIA Partners Purchasing Alliance, Contract Listing #3341; and

WHEREAS, the purchase price in Resolution No. 3497 was incorrectly stated as \$19,988.00 which did not reflect a recent price increase; and

WHEREAS, the updated total cost of two compressors from Trane through the OMNIA Partners Purchasing Alliance is \$20,954.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that Resolution No. 3497 is hereby amended to reflect the corrected price of \$20,954.00 for the purchase of two (2) Trane Compressors through the OMNIA Partners Purchasing Alliance, contract listing #3341.

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 _____, 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Trane U.S. Inc. dba Trane
 6138 PRESERVATION DRIVE, SUITE 600
 Chattanooga, TN, 37416
 Phone: (423) 296-1506

Jan 05,2024
 EAST RIDGE CITY OF
 1517 TOMBRAS AVE
 CHATTANOOGA, TN, 37412

Project Name:Ac-5
Site Name:CAMP JORDAN ARENA

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List:

Equipment	Model Number	Serial Number
Ac-5	TCH420B40N1A2DE	C15L07459

Scope of Service:

Reference OMNIA Contract #3341: Quote to remove and replace both compressors. Details below: Lock out power, recover contaminated R410a. Dispose of tanks through phillip. Remove shrauder cores and compressor, unswet filter dryer and change out power head of txv. Flush system thoroughly with r11 flush and nitrogen. Set new compressor, pipe in both compressors and filter dryer. Weld up fittings, pressure test with nitrogen for an hour. Pull vacuum over night. Install new contactors, Check vacuum w

Total Price: \$ **20,954.00**

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours unless stated
4. Travel time is not included unless stated

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,
 Caleb Cass
 Trane Service Technician
 Caleb.Cass@tranetechnologies.com

This proposal is valid 30 days from Jan 05,2024. This agreement is subject to Customer's acceptance of the attached Trane USA Services Terms and Conditions.

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

21. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and

(5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0821)

Supersedes 1-10.48 (0720)

RESOLUTION NO. 3502

AGENDA MEMORANDUM
FEE WAIVER FOR AUTISM DAY

JANUARY 25, 2024

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The Chattanooga Autism Center (CAC), a 501c3 non-profit, requests the use of the East Ridge Community Center from 11 am – 2pm on March 30, 2024 to celebrate Autism Awareness Day. The Chattanooga Autism Center’s Annual Autism Day Celebration is a free event open to the public and will have sensory friendly activities and games. This event has been hosted at the East Ridge Community Center since 2018. It provides a fun and safe place for autistic kids and adults to be themselves and for the public to learn about autism inclusion and acceptance, as well as the CAC. Celeste Lipps is a representative for the CAC, and she is asking the City to waive the fees associated with renting the East Ridge Community Center. Staff recommends waiving the fees based on met qualifications for the Fee Waiver policy.

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RESOLUTION NO. 3502

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF THE COMMUNITY CENTER BY THE CHATTANOOGA AUTISM CENTER

WHEREAS, the Chattanooga Autism Center is hosting an event to celebrate Autism Awareness Day on March 30, 2024 at the East Ridge Community Center; and

WHEREAS, the Autism Center is requesting the City to waive the fee for use of the Community Center; and

WHEREAS, the event will be free and open to the public, with various sensory friendly activities and games.

WHEREAS, the Chattanooga Autism Center meets the requirements of the City's Fee Waiver Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Community Center on March 30, 2024 by the Chattanooga Autism Center will be waived.

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

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3503

AGENDA MEMORANDUM
D-BAT AGREEMENT

JANUARY 25, 2024

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation department is seeking approval for the following agreement with D-Bat of Chattanooga.

2024 Partnership between D-BAT Chattanooga and East Ridge Parks and Rec for Spring, Summer and Fall Seasons:

Agreement Summary/Details:

Terms of Agreement:

Summer Season – March 1 – May 26

Summer Season – May 31 – July 28

Fall Season – Sept. 6 – Nov. 17

D-BAT Chattanooga will provide the following opportunities for East Ridge Parks and Rec

- Provide a Free Swing Card (10 credits daily) to current registered players – 1 card issued per day per player. Only registered players with East Ridge can use credits. The Swing Card is turned back the same day to the front desk.
- Sponsor East Ridge Parks and Rec Day at D-BAT Chattanooga – Free use of Machine cages and Free skills clinic for East Ridge softball and baseball players – Saturday, March 9th - 9:00AM – 10:30PM
- Clinic for Summer and fall Season TBA
- D-BAT representative will attend Coaches meeting at Camp Jordan to do Q & A Coaches Clinic
- 5% Discount on Pro Shop Merchandise at D-BAT Chattanooga during dates listed for each season for current players on roster provided.

Attachment

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RESOLUTION NO. 3503

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY TO ENTER INTO A
PARTNERSHIP AGREEMENT WITH D-BAT
CHATTANOOGA**

WHEREAS, the City of East Ridge Parks and Recreation Department wishes to enter into a partnership agreement with D-BAT Chattanooga (“D-BAT;”) and

WHEREAS, D-BAT will provide “swing cards” to each registered player, free clinics, discounts at their facility in Chattanooga, and other benefits to the City of East Ridge; and

WHEREAS, the City of East Ridge will pay a one-time fee of \$10 to D-BAT for each registered player and promote partnership and other opportunities to register players and coaches.; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor or his designee is authorized to enter into a partnership agreement with D-BAT, which will provide the benefits as outlined in the attached agreement.

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

Adopted on the ____ day of _____, 2024

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



CHATTANOOGA

D-BAT Chattanooga/East Ridge Parks and Rec Partnership Agreement

The following is an outline of 2024 Partnership between D-BAT Chattanooga and East Ridge Parks and Rec for Spring, Summer and Fall Seasons:

Agreement Summary/Details:

Terms of Agreement:

Summer Season – March 1 – May 26

Summer Season – May 31 – July 28

Fall Season – Sept. 6 – Nov. 17

D-BAT Chattanooga will provide the following opportunities for East Ridge Parks and Rec

- Provide a Free Swing Card (10 credits daily) to current registered player – 1 card issued per day per player. Only registered player with East Ridge can use credits. Swing Card is turned back in same day to front desk.
- Sponsor East Ridge Parks and Rec Day at D-BAT Chattanooga – Free use of Machine cages and Free skills clinic for East Ridge softball and baseball players – Saturday, March 9th - 9:00AM – 10:30PM
- Clinic for Summer and fall Season TBA
- D-BAT representative will attend Coaches meeting at Camp Jordan to do Q & A Coaches Clinic
- 5% Discount on Pro Shop Merchandise at D-BAT Chattanooga during dates listed for each season for current players on roster provided.

East Ridge Parks and Rec will:

- Pay one time fee of \$10 per registered player to D-BAT Chattanooga by end of 1st week of each season listed.
- Provide D-BAT Chattanooga by start date of each season with a park roster of all current registered baseball and softball players name, parent name, phone and email contact (excluding 3/4yr old tee ball players).
- Promote partnership and other opportunities to registered players and coaches
- Notify D-BAT Chattanooga management of any players who quit during season or become suspended or are terminated from East Ridge Parks and Rec Program as those players will no longer be eligible to benefit from partnership with D-BAT.

D-BAT Chattanooga Representative

East Ridge Representative

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

RESOLUTION NO. 3504

AGENDA MEMORANDUM
East Ridge High School
January 25, 2024

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

East Ridge High School has requested that the City waive the fees for use of one Soccer, Baseball and Softball field at Camp Jordan during the following time frames: February-May and August-October of 2024.

Over the years the city has allowed them use of the fields at no cost. Staff recommends approving East Ridge High School usage of the fields if times and openings allow based on availability. The school will also supply secondary insurance and the city will be named as an additional insured on the policy.

SS

RESOLUTION NO. 3504

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEES FOR USE OF ATHLETIC FIELDS AT CAMP JORDAN BY EAST RIDGE HIGH SCHOOL

WHEREAS, East Ridge High School has requested the use of one soccer field, one baseball field, and one softball field at Camp Jordan from February through May and August through October 2024; and

WHEREAS, East Ridge High School is requesting that the City waive the fees for use of these athletic fields during these dates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fees for use of one soccer field, one baseball field, and one softball field at Camp Jordan from February through May and August through October, 2024 by East Ridge High School shall be waived.

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

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



EAST RIDGE HIGH SCHOOL

4320 BENNETT ROAD | EAST RIDGE, TN 37412

office: 423.867.6200 | fax: 423.867.6220 | web: erhs.hcde.org

Juan Moreno
PRINCIPAL

James Hicks
LaFrederick Thirkill
Rachel Wasserman
Brad Davis
Jorge Segura

Assistant Principal
Assistant Principal
Assistant Principal
Dean of Students
Dean of Students

January 8, 2024

To Whom It May Concern:

The purpose of this letter is to request the use of the Camp Jordan Park outdoor facilities for East Ridge High School's Soccer, Baseball, and Softball teams for these months in 2024:

February – May

August – October

Sincerely,

Mr. Juan Moreno - Principal, East Ridge High School

FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name: East Ridge High School

Contact Name: Email: mcintyre_jeremy@hede.org

Address: ~~1477 John Road~~ 4320 Bennett Rd, Chattanooga, TN 37412

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

please specify: _____

Date(s) of event: Facility(s) requested: Camp Jordan Fields - February - May; August - October 2024

Name and Purpose of Event: _____

Boys/Girls Soccer Games; Baseball & Softball (only emergency)

Describe Frequency of Event:

Soccer - Will play 8-9 Home games, plus post season

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

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

Signature: [Signature] Date: 1/9/2024

Printed Name: Jeremy McIntyre Title: Coach / Teacher

Hold Harmless

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I, the undersigned on behalf of myself, my spouse (if applicable) and our heirs, executors, administrators, successors and assigns, hereby fully and forever release, defend, indemnify and hold harmless the City and its officers, employees, contractors and agents from any and all liability for any loss or injury whatsoever and from any and all claims, damages, demands, rights of action or causes of action, present or future known or unknown, anticipated or unanticipated (collectively, "claims"), including court cost and attorney's fees, resulting from or arising out of my participation in Activity. This Agreement includes claims and liabilities resulting from negligence. This indemnity shall survive and continue in full force and effect after the date of the Activity. This Agreement shall be enforced, interpreted and applied under the laws of the State of Tennessee. Lessee agrees to operate the facility following all city / county, state and federal health and safety guidelines related to occupancy restrictions and social distancing. Failure to comply may result in the termination of the event and closure of the facility without refund. This Agreement supersedes and replaces any previous agreement or understanding and may not be amended except in writing executed by the City. I acknowledge that I have read and understand these terms, policies, conditions and agree to be bound by them.

Organization: East Ridge High School

Name (printed) (Required): Jeremy McIntyre

Date of Birth (Required): 7/29/1978

Street Address (Required): 4320 Bennett Rd

City, State, Zip Code (Required): Chattanooga, TN 37412

Signature (Required): 

Date (Required): 1/9/24

RESOLUTION NO. 3505

AGENDA MEMORANDUM
East Ridge Middle School
January 25, 2024

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

East Ridge Middle School has requested that the City waive the fees for use of one softball field at Camp Jordan during the following time frames: March-May of 2024.

Over the years, the city has allowed them use of the fields at no cost. Staff recommends approving East Ridge Middle School usage of the fields if times and openings allow based on availability. The school will also supply secondary insurance and the city will be named as an additional insured on the policy.

SS

RESOLUTION NO. 3505

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEES FOR USE OF ONE SOFTBALL FIELD AT CAMP JORDAN BY EAST RIDGE MIDDLE SCHOOL

WHEREAS, East Ridge Middle School has requested the use of one softball field at Camp Jordan from March through May 2024; and

WHEREAS, East Ridge Middle School is requesting that the City waive the fees for use of the softball field during these dates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fees for use of one softball field at Camp Jordan from March through May 2024 by East Ridge Middle School shall be waived.

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

Adopted this _____ day of _____ 2024.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

East Ridge Middle School

Christy C. Drake
Principal

4400 Bennett Road
Chattanooga, TN 37412
Ph: 867-6214/fax 867-6226

Laura Hamilton
Asst. Principal

Tom Arnold
Asst. Principal

Lebron Stinson
Dean of Students

To the City of East Ridge,

The athletic department at East Ridge Middle School is requesting free field usage at Camp Jordan for our upcoming softball season. We've used the Camp Jordan fields for softball and soccer in past years and it has been a huge help considering we share facilities with East Ridge High School. We are extremely thankful for your time and consideration.

Mr. Lebron Stinson



Athletic Director
East Ridge Middle School



FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name: East Ridge Middle School Softball

Contact Name: Email: Stinson_L@ncde.org

Address: 4400 Bennett Rd. Chattanooga, TN 37412

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

please specify: 6th-8th Tennessee Public School, non-profit

Date(s) of event: Facility(s) requested: For 2024: 3/19, 3/26, 4/2, 4/4, 4/11, 4/16, 4/18

Name and Purpose of Event: East Ridge Middle School Softball games. We don't have the option to play on our campus as we share the campus with East Ridge High School. These games will be recognized by TMSAA (Tennessee Middle School Athletic Association). IF accepted, the fields at Camp Jordan will be for our Home games.

Describe Frequency of Event:

From March 1st, 2024 to 5/1/24 we plan to host 7 Softball games at Camp Jordan.

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

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

Signature: [Signature] Date: 1/8/24

Printed Name: Lebron Stinson Title: Athletic Director

Hold Harmless

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I, the undersigned on behalf of myself, my spouse (if applicable) and our heirs, executors, administrators, successors and assigns, hereby fully and forever release, defend, indemnify and hold harmless the City and its officers, employees, contractors and agents from any and all liability for any loss or injury whatsoever and from any and all claims, damages, demands, rights of action or causes of action, present or future known or unknown, anticipated or unanticipated (collectively, "claims"), including court cost and attorney's fees, resulting from or arising out of my participation in Activity. This Agreement includes claims and liabilities resulting from negligence. This indemnity shall survive and continue in full force and effect after the date of the Activity. This Agreement shall be enforced, interpreted and applied under the laws of the State of Tennessee. Lessee agrees to operate the facility following all city / county, state and federal health and safety guidelines related to occupancy restrictions and social distancing. Failure to comply may result in the termination of the event and closure of the facility without refund. This Agreement supersedes and replaces any previous agreement or understanding and may not be amended except in writing executed by the City. I acknowledge that I have read and understand these terms, policies, conditions and agree to be bound by them.

Organization: East Ridge Middle School Softball

Name (printed) (Required): Lebron Stinson

Date of Birth (Required): 4/19/82

Street Address (Required): 4400 Bennett Rd.

City, State, Zip Code (Required): Chattanooga, TN 37412

Signature (Required): 

Date (Required): 1/8/24

RESOLUTION NO. 3506

AGENDA MEMORANDUM

License Agreement with TDOT

Date: 01/25/2024

Submitted by:

Clint Uselton, Police Chief

Name, Title

SUBJECT: License Agreement for the City to Install and Operate Fixed Automated License Plate Readers.

The East Ridge Police Department wishes to enter into a license agreement with the Tennessee Department of Transportation in order for the City to install Automated License Plate Readers on US 41 / Ringgold Rd. The agreement is for ten years and does not monetarily cost the City of East Ridge. This will allow for the placement of cameras purchased under the collaborative VCIF grant in 9 locations along Ringgold Rd.

Attachment: TDOT License Agreement

RESOLUTION NO. 3506

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A LICENSE AGREEMENT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (“TDOT”) FOR THE CITY TO INSTALL AND OPERATE FIXED AUTOMATED LICENSE PLATE RECOGNITION (“ALPR”) CAMERAS ON STATE RIGHT-OF-WAY

WHEREAS, the City wishes to install additional ALPR cameras for the purpose of aiding in criminal investigations and searches for missing or endangered persons; and

WHEREAS, the ALPR cameras must be installed on TDOT right-of-way on Ringgold Road; and

WHEREAS, in order for the cameras to be installed, the City must have a license agreement in place with TDOT.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge that the TDOT License agreement for the City to install and operate fixed ALPR cameras is hereby approved for a term of ten (10) years.

BE IT FURTHER RESOLVED, that entering into this agreement does not monetarily cost the City of East Ridge.

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

Adopted this the ____ day of _____, 2024.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 2
7512 Volkswagen Drive
Chattanooga, TN 37416
(Local Government)

Project No. Multiple
Tract No. Multiple
Hamilton County
Request No. 7234

**LICENSE AGREEMENT TO INSTALL AND OPERATE FIXED
AUTOMATED LICENSE PLATE RECOGNITION CAMERAS**

THIS AGREEMENT is made and entered into as of this the ____ day of _____, 2024 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the **EAST RIDGE POLICE DEPARTMENT** (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, operate, and maintain fixed automated license plate recognition (ALPR) cameras in Hamilton County, Tennessee, being more specifically described in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install, operate, and maintain fixed automated license plate recognition (ALPR) cameras in Hamilton County, Tennessee, for the purpose of aiding in criminal investigations or searches for missing or endangered persons, (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **PRODUCTION AND ASSEMBLY OF ALPR CAMERA** - The manufacturer, ALPR camera, or any of the ALPR camera’s components shall not be (a) produced, assembled, or based in an entity appearing on a sanctions list published under the authority of the United States Department of the Treasury, office of foreign assets control (<https://ofac.treasury.gov/>), (b) prohibited or restricted under Section 889 of the National Defense Authorization Act (48 CFR 52.204-25), (c) prohibited or restricted under Title 2 of the SECURE Technology Act (Public Law 115-390 of 2018), or (d) prohibited or restricted under the United States Department of Commerce Regulations on Information and Communications and Services Supply Chain (15 CFR Part 7).
4. **DATA COLLECTED BY ALPR CAMERA** - The manufacturer of and custodian of any data collected by the ALPR camera shall (a) comply with T.C.A.

License Agreement
Request No. 7234

§ 55-10-302, (b) ensure that all aspects of the manufacturer's and custodian's data services, data retention, information technology, or other internal data management processes are contained and managed within the United States, (c) and ensure that all data and metadata collected by the ALPR camera are not used for commercial purposes or sold, other than sharing with other law enforcement agencies in the United States as authorized by law.

5. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
6. **TERM** – The License is a ten (10) year, renewable license which shall begin on _____, 20____ and shall end on _____, 20____.
7. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
8. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;
9. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
10. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.
11. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
12. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
13. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability

limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.

14. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
15. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to immediate termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
16. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
17. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

18. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
19. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)”). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).
20. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
21. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
22. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

East Ridge Police Department
4214 Ringgold Road
East Ridge, Tennessee 37412

TO THE STATE:

State of Tennessee
Department of Transportation
Attention: Brian Dickerson
Suite 600, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

CITY OF EAST RIDGE - EAST RIDGE POLICE DEPARTMENT

DATE: _____

Brian W. Williams, Mayor

Clint Usleton
Police Chief

License Agreement
Request No. 7234

APPROVED AS TO FORM
AND LEGALITY:

Attorney for Licensee

DATE: _____

STATE OF TENNESSEE

Howard H. Eley
Deputy Governor and Commissioner
Tennessee Department of Transportation

DATE: _____

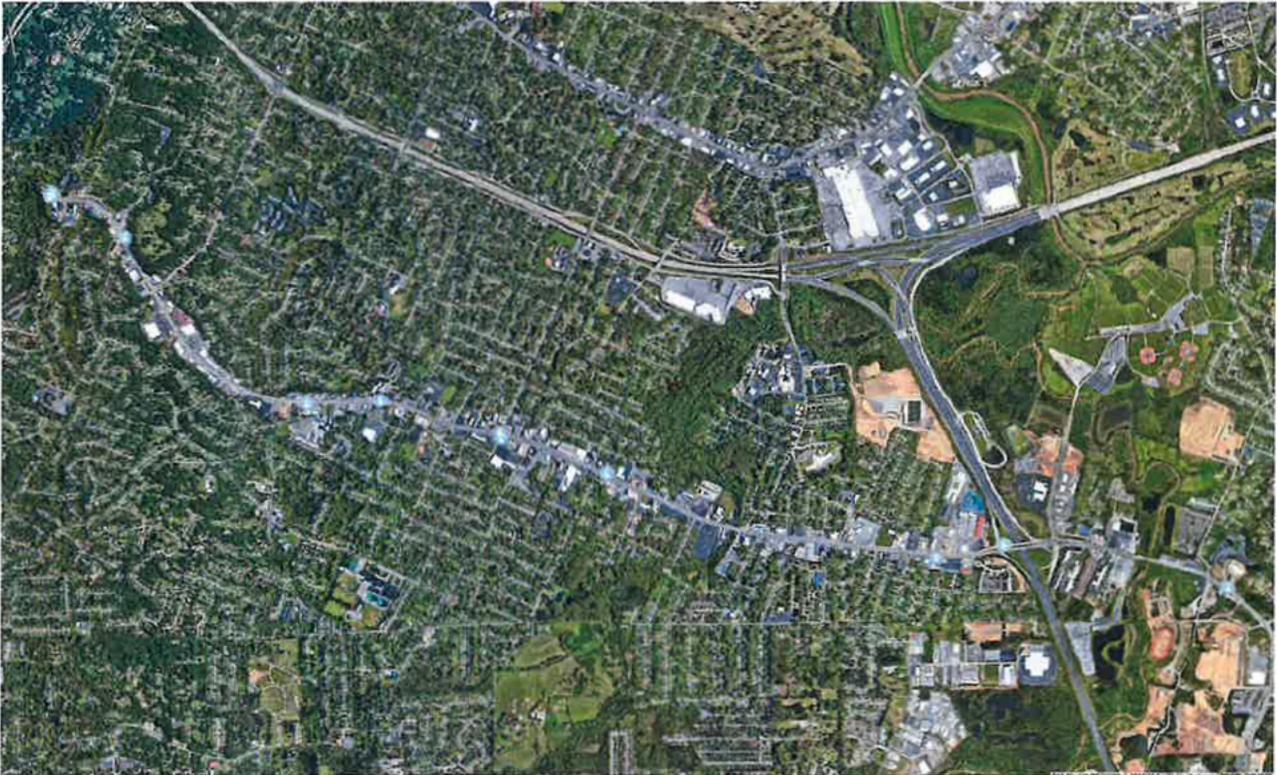
APPROVED AS TO FORM
AND LEGALITY:

John Reinbold, General Counsel
Tennessee Department of Transportation

DATE: _____

EXHIBIT A

Overview



Site 1, Cam 1

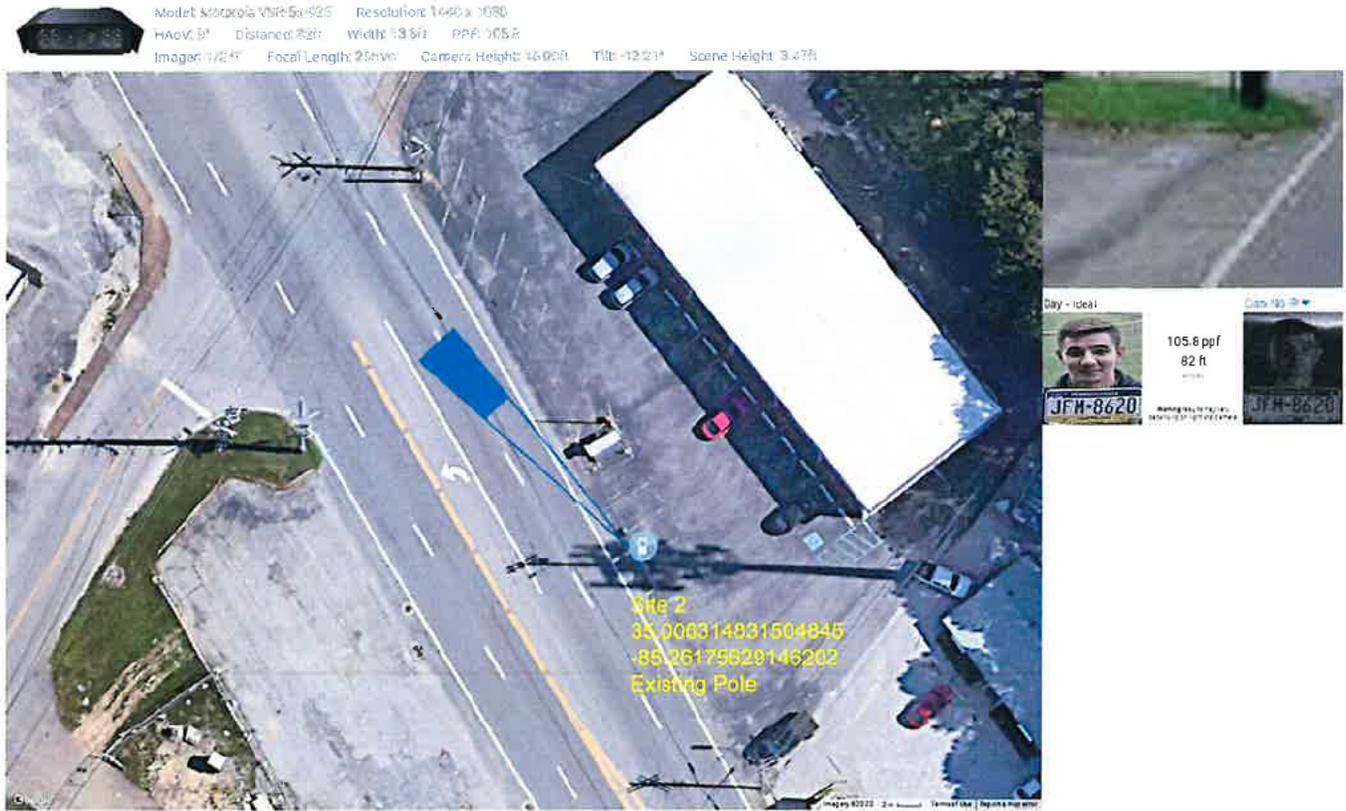


Model: Motorola VOR-6x-925 Resolution: 1440 x 1080
HAAV: 9° Distance: 58ft Width: 11.4ft PPF: 105.7
Imager: 1/2.9 Focal Length: 25mm Camera Height: 15.00ft Tilt: 73.50° Scene Height: 3.00ft



Site 2, Cam 1

EXHIBIT A

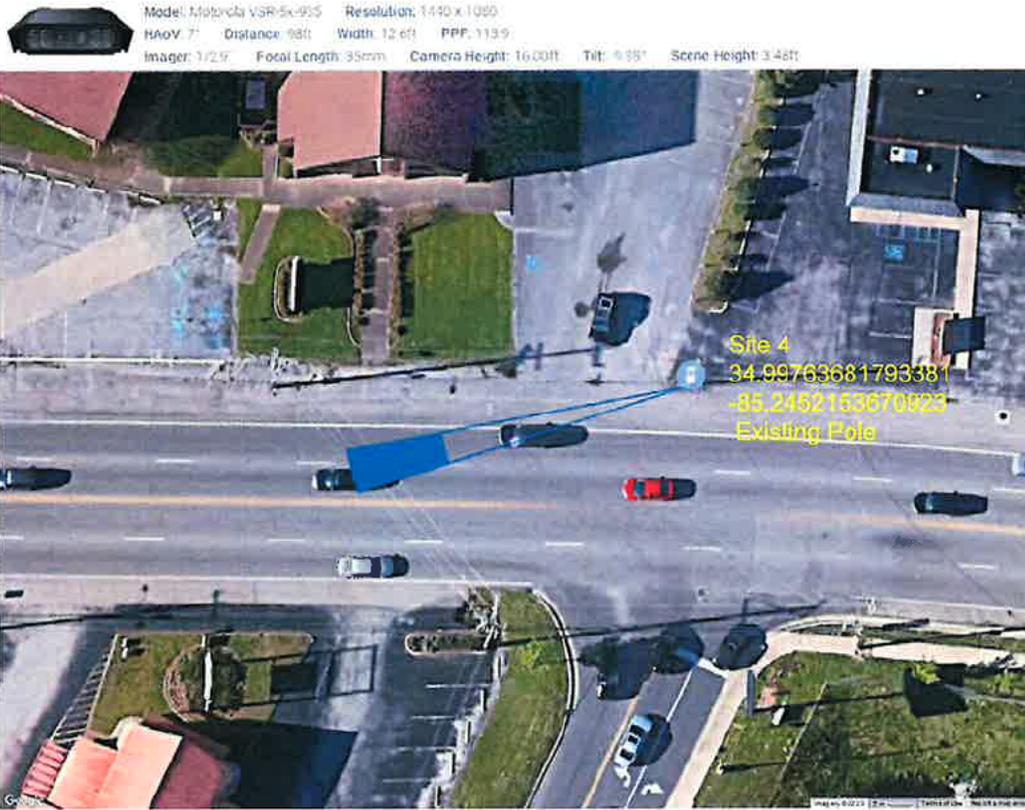


Site 3, Cam 1

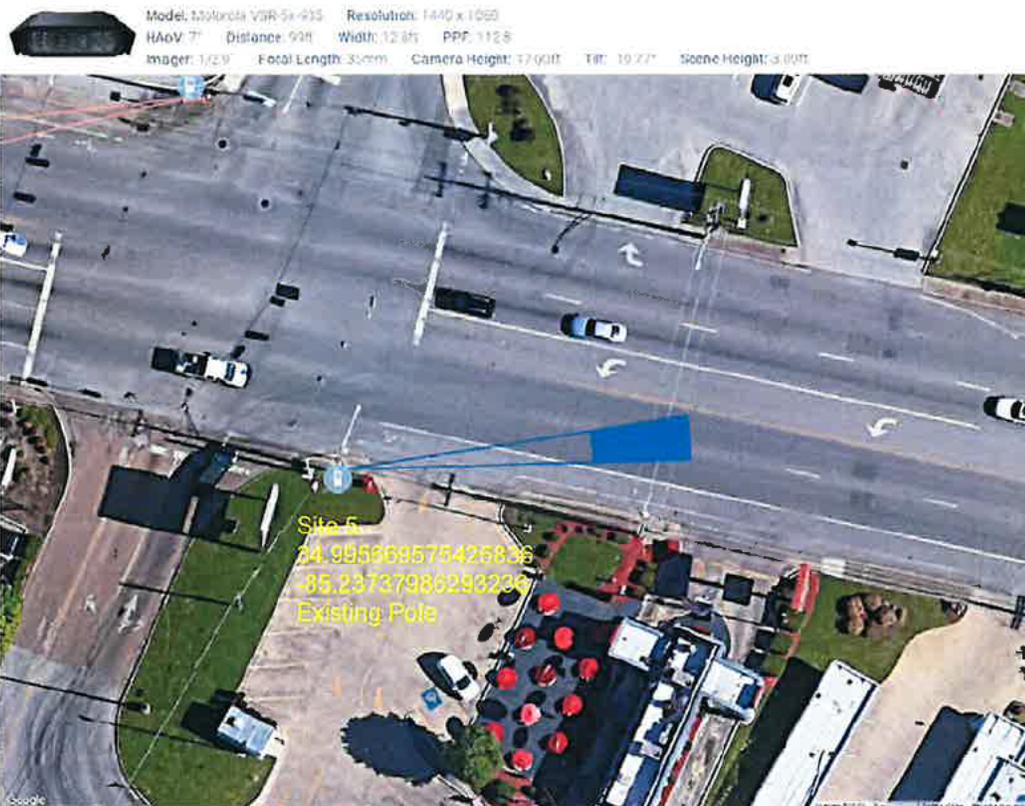


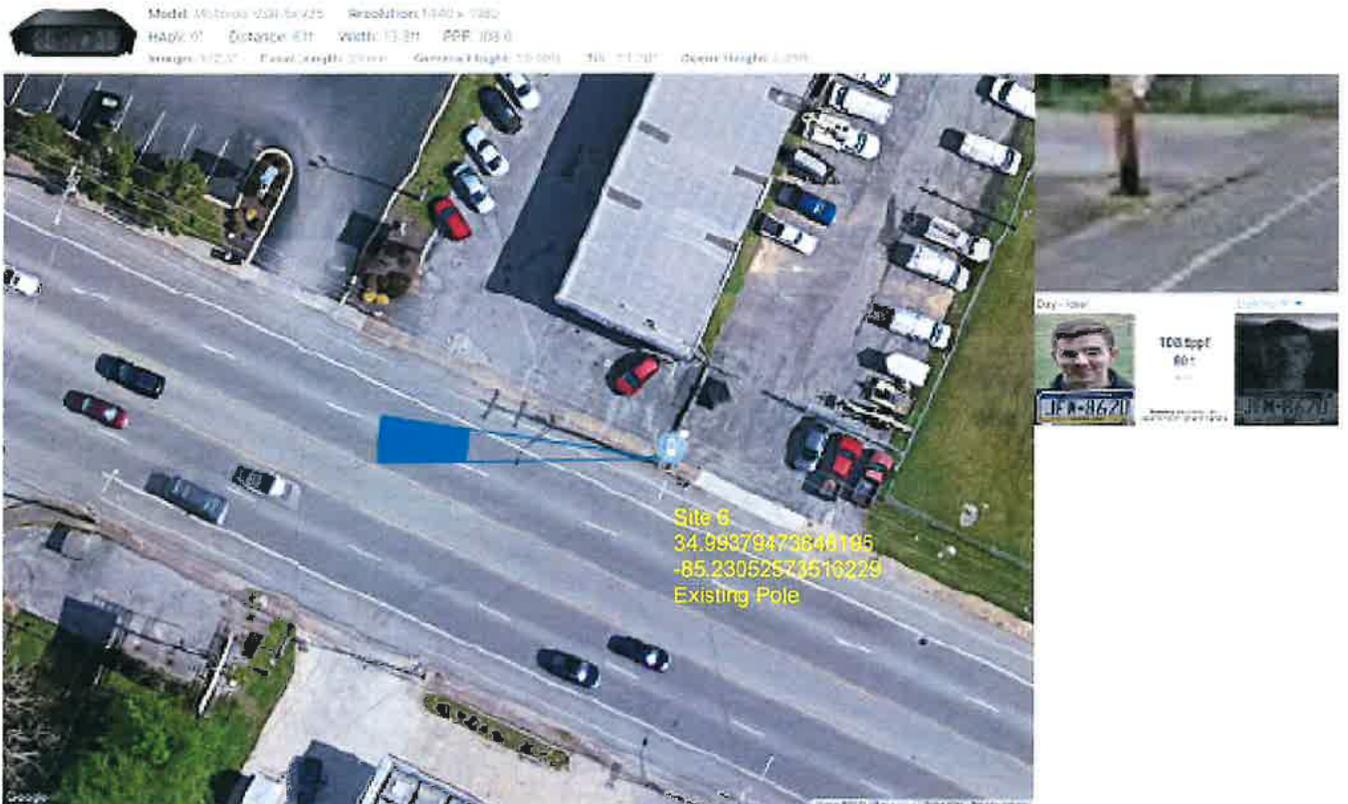
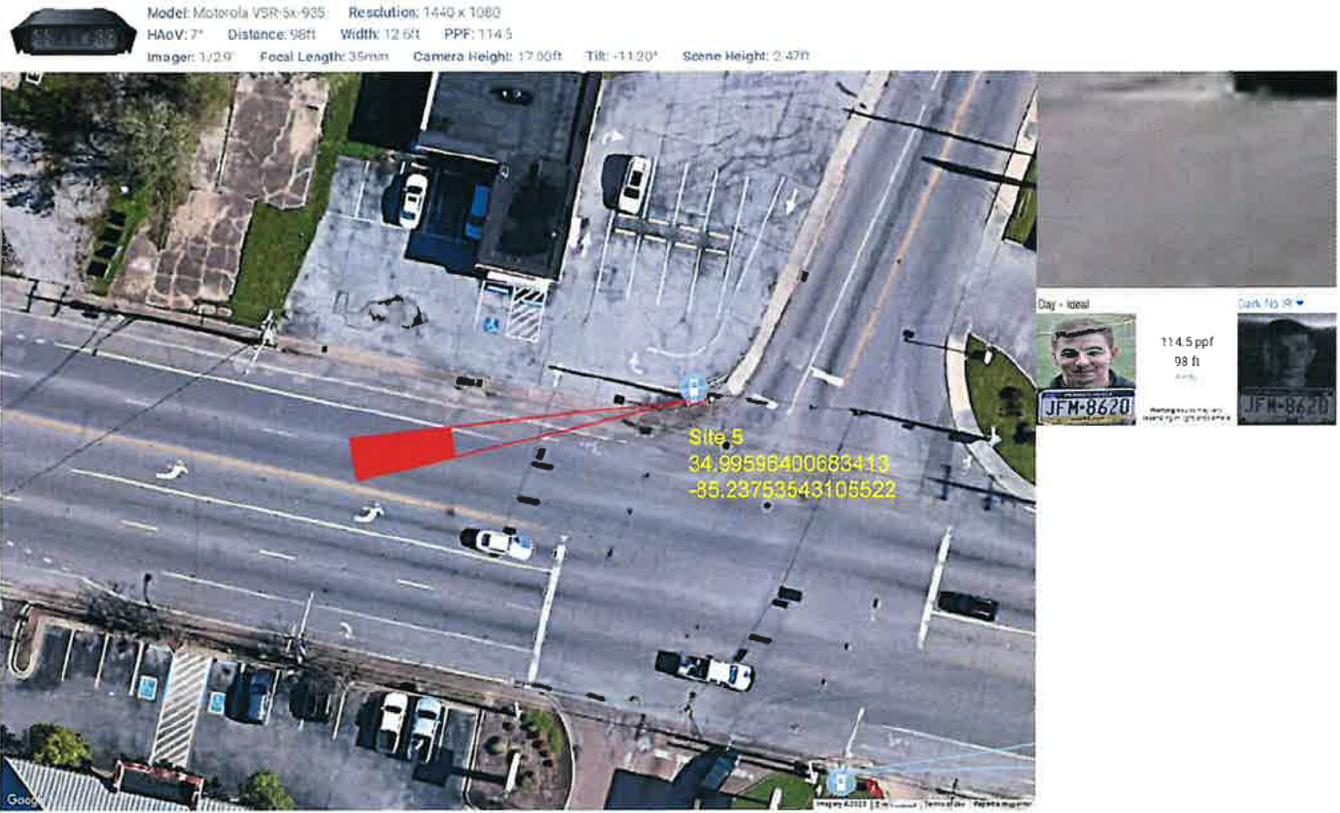
Site 4, Cam 1

EXHIBIT A



Site 5, Cam 1



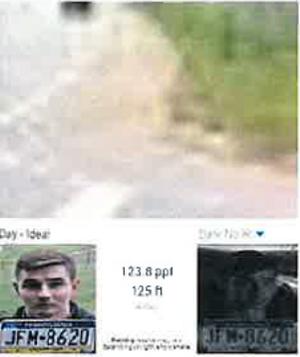
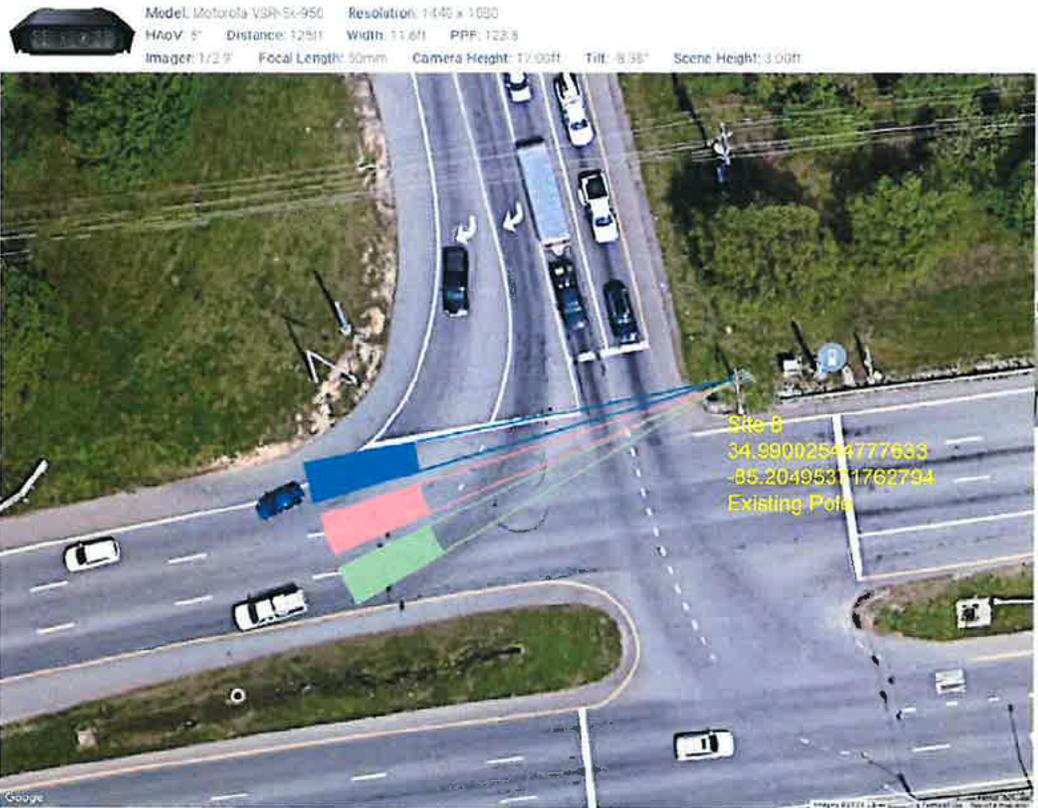


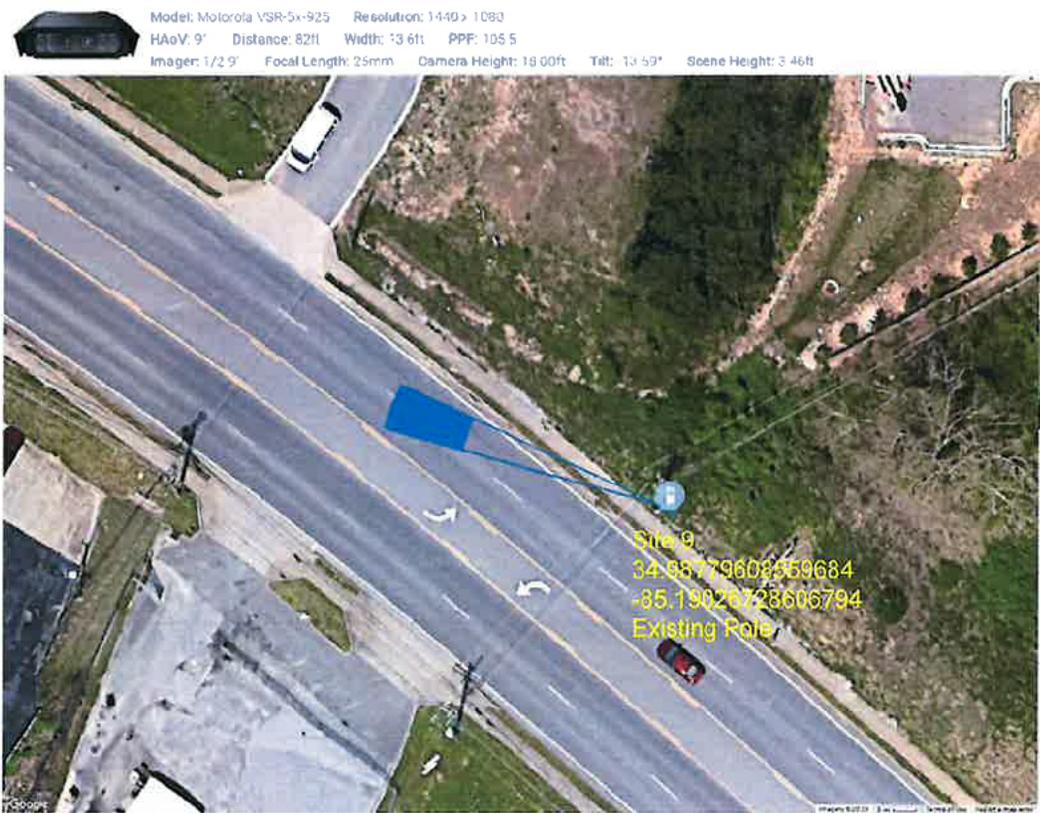
Site 7, Cam 1

EXHIBIT A



Site 8, Cam 1





RESOLUTION NO. 3507

AGENDA MEMORANDUM
CITY MANAGER CONTRACT

January 25, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Pursuant to the terms of my Employment Agreement, Section 6, approved by the Mayor and City Council on January 26, 2023, the term of said agreement shall begin on January 26, 2023 and shall run for one (1) year thereafter and may be renewed and negotiated by and between the City and Miller.

I have thoroughly enjoyed the last year serving as the City Manager of the City of East Ridge. I have found the work both challenging and rewarding. I would like to continue as your City Manager for the next year.

Attached hereto please find a copy of my current employment agreement. All City Employees received a four percent (4%) COLA on July 1, 2023 for Fiscal Year 2023-2024. I would like to receive the same COLA should the City Council feel I'm worthy of it. All other benefits in the agreement would remain the same; except for a slight increase in my health insurance premiums.

Attachment

JSM/

RESOLUTION NO. 3507

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE AN EXTENSION OF AN EMPLOYMENT AGREEMENT FOR J. SCOTT MILLER WITH REGARD TO THE POSITION OF CITY MANAGER

WHEREAS, the City of East Ridge, Tennessee, is desirous of extending the employment of J. Scott Miller as City Manager of East Ridge, pursuant to, and in conformity with the terms and conditions of the Charter of the City of East Ridge; and

WHEREAS, J. Scott Miller is likewise desirous of extending his employment as City Manager of the City of East Ridge, Tennessee; and

WHEREAS, the attached Extension of Employment Agreement sets out the duties and responsibilities of all parties involved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor is hereby authorized to execute the attached Extension of Employment Agreement with J. Scott Miller, so as to continue in his position as City Manager of the City of East Ridge, Tennessee; and

WHEREAS, the term of the agreement shall be from January 26, 2024 and shall run for one (1) year thereafter; and

WHEREAS, the attached contract sets out the duties and obligations of all parties involved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE that the Mayor is hereby authorized to execute the attached employment agreement with J. Scott Miller to continue as City Manager for the City of East Ridge, Tennessee, effective as of January 26, 2024, pursuant to the terms of the agreement.

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 _____ 2024

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

EMPLOYMENT
AGREEMENT

This Employment Agreement entered into this 25th day of January 2024, and effective as of January 26, 2023, by and between the City of East Ridge, Tennessee ("East Ridge") and J. Scott Miller ("Miller").

WITNESSETH:

WHEREAS, East Ridge is desirous of retaining Miller as the City Manager for East Ridge, in accordance with the terms and conditions of the Charter and this Employment Agreement (the "Agreement"); and

WHEREAS, Miller is desirous of continuing his employment as the City Manager for East Ridge; and

WHEREAS, it is necessary and desirable for the parties to memorialize the terms and conditions of such employment in this Agreement, as set forth herein; and

WHEREAS, it is the desire of the City Council (1) to retain Miller and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring his morale and peace of mind with respect to future job security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Miller, and (4) to provide a just means for terminating his services at such time as he may be unable to fully discharge his duties due to age or disability, or when the City Council may desire to otherwise terminate his employment.

NOW, THEREFORE, in consideration of the premises above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **CHARTER**. All agreements between the parties hereto, as particularly enunciated herein, are subject to the Charter of East Ridge, and, if there is a conflict between

the terms of this Agreement and the Charter of East Ridge, the terms of the Charter of East Ridge shall control, and the parties specifically agree that, if such conflict arises, it shall not operate to void this entire Agreement, but only those provisions of the Agreement in conflict with the Charter.

2. EMPLOYMENT. East Ridge hereby re-appoints Miller as the City Manager of East Ridge, and Miller hereby accepts and agrees to such appointment, subject to the general supervision, and pursuant to the orders, advice, and direction of the City Council of East Ridge, consistent with the Charter of East Ridge;

3. DUTIES. Miller shall perform those duties of the City Manager which are set forth in the Charter of East Ridge, and shall also perform such other duties as are customarily performed by one holding such position in other cities, and shall also additionally render such other services and duties as may be assigned to Miller from time to time by the City Council of East Ridge, pursuant to the Charter of East Ridge;

4. RESIDENCY. In accordance with the Charter of East Ridge, Miller shall maintain his permanent residency within the corporate limits of East Ridge, during the time he is employed as the City Manager.

5. FULL TIME POSITION. Miller agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the City Council of East Ridge. Miller shall devote his full time and energies to being City Manager and shall not otherwise be employed elsewhere.

6. TERM OF AGREEMENT. The term of this Employment Agreement shall begin on January 25, 2024 and shall run for one (1) year thereafter and may be renewed and negotiated by and between the City and Miller.

7. COMPENSATION. East Ridge shall pay Miller a base salary of One Hundred and Twenty-Seven Thousand Dollars (**CURRENT SALARY \$127,000.00**) per year as City Manager of East Ridge, which shall be payable in equal installments throughout the year, at the same time as all other employees of East Ridge are paid.

8. AUTOMOBILE. Miller shall not utilize a take home vehicle. The Employer agrees to pay to Miller, during the term of this Agreement a monthly allowance of \$450.00 (paid monthly) as a vehicle allowance. The allowance is for the purpose of securing adequate dependable transportation and the associated costs thereof for automobile requirements. A valid driver's license must be in Miller's possession at all times while Miller is the City Manager. Miller shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle. Proof of insurance shall be made by Miller to the City. In the event that Miller is involved in an accident while using his personal vehicle for authorized travel in conducting City business, Miller's personal insurance carrier shall respond to defend Miller as primary insurance and Miller shall be responsible for all deductible costs for personal insurance coverage. For purposes of this Section, use of the car within the greater Chattanooga area is defined as travel to locations within a 50 mile radius of East Ridge City Hall. As any travel beyond the 50 mile radius constitutes business travel beyond the greater Chattanooga area, any business related travel shall fall under the purview of the City of East Ridge travel policy and Miller may elect to use either a City vehicle or his personal auto subject to the travel policy.

9. HEALTH INSURANCE. East Ridge shall pay Miller's Medicare supplement and prescription costs, which amounts currently total \$288.00 per month, in addition to dental and optical coverage provided by the City of Leavenworth, Kansas (\$600.00 per year).

10. PROFESSIONAL DEVELOPMENT. (a) East Ridge shall pay expenses for professional and official travel to meetings and occasions appropriate to continue the professional development of the City Manager, however, all such travel will depend on City funds available for such endeavors, and the City Manager shall, prior to any travel, apprise the Council of the desired travel, and shall not register for such travel unless and until the Council approves such travel. East Ridge shall pay all International City Manager Association ("ICMA") and Tennessee City Manager Association ("TCMA") annual dues. The cost and time spent by Miller for travel related to non-city business shall be borne by Miller and credited against his vacation and/or sick leave.

(b) East Ridge shall pay all dues associated with Miller's membership in local civic organizations located in East Ridge.

11. GENERAL EXPENSES. The Council recognizes that certain expenses of a non- personal and job-related nature are incurred by the City Manager, and hereby agrees to reimburse or pay said reasonable, general expenses. The Finance Director is hereby authorized to disburse such monies, upon receipt of duly executed expenses or petty cash vouchers, receipts, statements, or personal affidavits.

12. VACATION, SICK LEAVE. Miller shall receive three (3) weeks (120 hours) of paid vacation per year during the term of this Agreement, and shall receive two (2) weeks (80 hours) of sick leave per year during the term of this Agreement. Such vacation and sick leave shall not be accumulated.

13. OTHER BENEFITS. East Ridge agrees to provide and Miller shall be entitled to at least the same level of benefits provided to other employees in the City of East Ridge, excluding those for health, retirement, disability and life insurance.

14. INDEMNIFICATION. East Ridge shall defend, save harmless and indemnify Miller against any tort, except for willful or intentional conduct, professional liability claims or demands or other legal action, arising out of the alleged acts or omissions occurring in the performance of Miller's duties as City Manager. East Ridge may compromise and settle any claim or suit and shall pay the amount of any settlement or judgment rendered thereto, however, East Ridge may seek indemnification for losses resulting to the City caused by any willful or intentional conduct on the part of Miller.

15. GENERAL PROVISIONS.

a. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

b. The terms of this Agreement shall be construed under the laws of the State of Tennessee.

c. This Agreement represents the entire agreement between the parties, and any modification hereto shall be in writing signed by all parties.

d. No party shall assign any portion of this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written.

City of East Ridge, Tennessee

By: _____
Brian W. Williams, Mayor

Attest:

Janet Middleton, City Recorder

J. Scott Miller

Approved as to Form:

Mark W. Litchford, City Attorney

AGENDA MEMORANDUM
SMALL CITIES COALITION
INERLOCAL AGREEMENT FOR RETENTION AND COMPENSATION OF GOVERNMENT
RELATIONS AND COMMUNICATION STRATEGIST PROFESSIONAL

February 8, 2024

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The Cities of Collegedale, East Ridge, Lakesite, Red Bank, Soddy Daisy and the Town of Lookout Mountain banded together back in 2015 to form the "Small Cities Coalition" for the purpose of working together on legislative and other matters that were common to them all. The Coalition employed a government relations and communications strategist to serve their interests with the cost to be proportioned among the six (6) governmental entities. The Cities entered into an interlocal agreement setting forth the purpose, standards, and terms of the service agreement.

It was the decision of the Small Cities Coalition to update the interlocal agreement since it had not been done since its inception in 2015. The overall purpose of the Coalition still remains the same. The biggest change I can say that has occurred over the years is that our Communications Strategist, Bridgett Raper, and the City Manager's of the Coalition have become more involved in expressing our positions on various legislative issues that affect us. This is a good thing.

JSM/

AGENDA MEMORANDUM
AGREEMENT FOR PROFESSIONAL SERVICES
TWM, INC. & CITY OF EAST RIDGE

February 8, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City has utilized the traffic engineering services of Steve Meyer, TWM, Inc. numerous times over the years for traffic signal infrastructure projects: ie. the installation of the traffic signal system for the I-75 & Ringgold Road Reconfiguration Project; the signalization of the traffic signal system on Ringgold Road from I-75 to S. Seminole; the signalization of the traffic signal system for the widening of N. Mack Smith Road project; and the relocation of the traffic strain pole at the intersection of Ringgold Road and John Ross Road.

I am proposing to the City Council that the City enter into a professional traffic engineering agreement with Steve Meyer, TWM, Inc. to provide traffic signal engineering services to the City of East Ridge on a negotiated task order basis (project by project).

JSM/