

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

**February 8, 2024  
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda:
  - A. Approval of Minutes January 25, 2023 Council Meeting
  - B. Approval of December 2023 Financial Report
  - C. Declaration of Surplus Property – Parks and Recreation
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
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. 3508** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE SMALL CITIES COALITION INTERLOCAL COOPERATIVE AGREEMENT FOR RETENTION AND COMPENSATION OF A GOVERNMENT RELATIONS AND COMMUNICATION STRATEGIST PROFESSIONAL

- B. **RESOLUTION NO. 3509** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TWM, INC. FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES
- C. **RESOLUTION NO. 3510** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ENTER INTO A SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS + OUTDOORS
- D. **RESOLUTION NO. 3511** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER REQUEST #3 FROM TALLEY CONSTRUCTION, INC. IN REGARD TO THE RINGGOLD ROAD MULTI-MODAL ROADWAY PROJECT
- E. Discussion of Tentative Agenda Items for the **February 22, 2024** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A  
TENTATIVE AGENDA  
February 22, 2024**

8. **Old Business:** None

9. **New Business:**

- A. **RESOLUTION NO. \_\_\_\_** - INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED EIGHT MILLION DOLLARS (\$8,000,000) GENERAL OBLIGATION BONDS OF THE CITY OF EAST RIDGE, TENNESSEE
- B. **RESOLUTION NO. \_\_\_\_** - A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF EAST RIDGE, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS
- C. **RESOLUTION NO. \_\_\_\_** - Approval of bids for roofing for Camp Jordan Arena – Bid Opening February 13<sup>th</sup>
- D. **RESOLUTION NO. \_\_\_\_** - Approval of bids for spring/summer sports uniforms for Parks and Recreation – Bid Opening February 13<sup>th</sup>
- E. **RESOLUTION NO. \_\_\_\_** Approval of bids for 2024 Street Improvements (Road Resurfacing Program) – Bid Opening February. 13<sup>th</sup>
- F. **RESOLUTION NO. \_\_\_\_** - Approval of a resolution to Protect Residential Communities

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

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

The East Ridge City Council met pursuant to notice on January 25, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Danny Lance, True 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:** 4

**Consent Agenda:**

- A. Approval of Minutes January 11, 2024 Council Meeting
- B. Declaration of Surplus Property – Fire 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 Tyler, Councilmember Witt, and Vice Mayor Haynes had nothing at this time.

Councilmember Cagle stated that Denny Manning is doing better health wise. Mr. Cagle also asked the City Manager if the Street Department could unstop drains on Gibson Street and Sunnyfield Lane.

Mayor:

- Library
  - 2024 adult winter reading challenge - Pick up reading logs at Library. Prizes will be awarded.
  - The Library has filled a jar with marshmallows, and prizes will be given if you guess how many are in the jar or if your guess is the closest to the number.
  - The Library will be closed Saturday, February 27<sup>th</sup> for carpet cleaning

- Animal Services – The shelter needs volunteers to help walk dogs and spend time with the animals. Call the shelter for details.
- Parks and Recreation – Spring sports registration. Contact Parks and Recreation for more information and deadlines to register.

**Communication from City Manager:**

- Multi modal project
  - Mr. Miller stated that work has slowed because of bad weather conditions.
  - Talley Construction is installing storm drainage lines on the hillside west of Harper Motor Sports and then they will start construction of a retaining wall.
- Animal Shelter
  - Very little work has been done recently because of bad weather.
  - The privacy wall is 75% complete.
  - Footers, plumbing, and laying exterior block will start next week, depending on the weather.
- Victus Advisors was here today, and will be tomorrow, working on the Sports Facility Feasibility Study. He, Mayor Williams, and Director Skiles spent the morning with them touring the facility and discussing what they would like to see at the park. They also had a stakeholder’s meeting with ten members and will meet with the remainder of them tomorrow. The report should be done sometime around Memorial Day.
- There was a kickoff of the budget this past Monday. If the council would like anything included in the budget, please let him know. It will be a lean year for revenues because sales tax could be down. He will have the budget to the Council for review in May.

**Old Business:**

**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 (2<sup>nd</sup> and final reading)** - City Attorney Litchford read on caption. Chief Building Official Howell went through the recommended 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 to be based on the percentage of an acre for a maximum of 10 townhomes per acre.

Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1200 on second and final reading. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

**New Business:**

**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** - City Attorney Litchford read on caption. Mayor Williams opened the public hearing. The applicant, Allen Jones, Stone Creek Consulting, stated the property lost its Urban Residential zoning because it sat vacant for 16 years. The owner wants to turn the property into a quadraplex. There will be four units with eight parking spaces. The Planning Commission approved the request with the condition that the applicant will abide by the requirements of the landscape ordinance. No one else came forward in favor of or in opposition to the rezoning. Mayor Williams closed the public hearing.

**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 (1<sup>st</sup> reading)** - City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1201 on first reading. Chief Building Official Howell stated there is a garage on this property off Laurel Lane which will be used for parking. Residents will use Laurel Lane and Sheridan Road for ingress and egress. Mayor Williams stated at one time this property went before the Housing Commission but has since been cleaned up. The vote was unanimous. Motion approved.

**ORDINANCE NO. 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 (1<sup>st</sup> Reading)** - City Attorney Litchford read on caption. Deputy Fire Chief Albright stated this will put the City into compliance with TOSHA regulations within seven years. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1202 on first reading. The vote was unanimous. Motion approved.

**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 (1<sup>st</sup> reading)** - City Attorney Litchford read on caption. Finance Director Qualls explained the amendments include extra expenditures for Workers Comp, Cyber Insurance, overtime for the Police Department, and a water leak at the splash pad. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1203 on first reading. The vote was unanimous. Motion approved.

**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** - City Attorney Litchford read on caption. Parks and Recreation Director Skiles stated this purchase was approved at the last meeting, but the Resolution stated the incorrect amount. This amendment will correct the amount to \$20,954.00. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3501. The vote was unanimous. Motion approved.

**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** - City Attorney Litchford read on caption. Director Skiles stated the Chattanooga Autism Center is a 501-c-3 non-profit and they meet the requirements of the City's fee waiver policy. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3502. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3503 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A PARTNERSHIP AGREEMENT WITH D-BAT CHATTANOOGA** - City Attorney Litchford read on caption. Director Skiles explained the benefits of D-bat, such as hosting clinics at Camp Jordan and offering discounts to the participants. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3503. The vote was unanimous. Motion approved.

**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** - City Attorney Litchford read on caption. Director Skiles stated the High School has used the fields in the past at no cost to them. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3504. The vote was unanimous. Motion approved.

**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** - City Attorney Litchford read on caption. Director Skiles stated this request is for one field from March – May 2024. The Middle School has also used the fields at no cost in the past. Councilmember Tyler made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3505. The vote was unanimous. Motion approved.

**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** - City Attorney Litchford read on caption. Chief Uselton stated this resolution is for permission for the City

to install the cameras and power to the cameras. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3506. The vote was unanimous. Motion approved.

**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** - City Attorney Litchford read on caption. City Manager Miller stated he has enjoyed the past year at the City and the work is challenging and rewarding. He would like to continue for another year. Councilmember Tyler made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3507. Mayor Williams stated the contract calls for a 4% cost of living increase, the same as all other employees received. There will also be a slight increase in the cost of Mr. Miller’s insurance. The vote was unanimous. Motion approved. Mr. Miller thanked the Mayor and Council and stated he is looking forward to working with them and with staff. Mayor Williams stated he appreciates Mr. Miller stepping in as City Manager when he did and then transitioning to fulltime City Manager.

#### **Discussion of Tentative Agenda Items for the February 8, 2024 Council Meeting**

- **Old Business:**

- **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 (2<sup>nd</sup> and final reading) – No discussion.**
- **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 (2<sup>nd</sup> and final reading) – No discussion.**
- **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 (2<sup>nd</sup> and final reading) – No discussion.**

- **New Business:**

- **RESOLUTION NO. \_\_\_\_ - Approval of Interlocal Agreement for City’s Participation in the Small Cities Coalition** – Mr. Miller stated the coalition consists of the cities of East Ridge, Collegedale, Lakesite, Red Bank, Soddy



Daisy, and Lookout Mountain. The coalition was formed in 2015 for the purpose of working on legislative issues. We were hoping to add Signal Mountain, but they are without a City Manager at this time. The contract was done in 2015 and needs updating. We pay approximately \$30,000 per year which helps pay for the Communication Strategist for the Coalition, Bridgett Raper.

- **RESOLUTION NO. \_\_\_\_ - Approval of Professional Services Agreement Between the City and TWM, Inc. for Traffic Engineering Services** – Mr. Miller stated this is for the services of Steve Meyer. Mr. Meyer has worked on many projects in East Ridge including the signalization for the reconfiguration project at I-75 and Ringgold Road, the signalization process from I-75 west to the tunnels and will do the N. Smith Road widening project signalization. He would like to have a professional services agreement with TWM, Inc. on a negotiated task order basis. Anything over \$10,000 would still come before the Council.

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures  
Dec-23

Unaudited Spent YTD 50.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>110 General Fund</b>						
<b>REVENUE</b>						
31100	Property Taxes	6,569,000	721,679	992,139	15.10%	50.00%
31200	Property Taxes (Delinquent)	500,000	282,736	97,201	19.44%	50.00%
31610	Local Sales Tax - Co. Trustee	3,600,000	1,768,269	1,929,287	53.59%	50.00%
31611	Incremental State Sales Tax	9,304,398	6,237,367	7,397,436	79.50%	50.00%
31710	Wholesale Beer Tax	420,000	202,470	204,518	48.69%	50.00%
31800	State Net Allocation	290,000	44,060	31,116	10.73%	50.00%
31810	Minimum Business Licenses	7,000	5,074	2,377	33.96%	50.00%
31824	Solicitors Permit	0	0	90	0.00%	50.00%
31827	5% State Commission	22,000	0	1,453	6.60%	50.00%
31912	* Cable TV Franchise Tax	200,000	56,970	49,508	24.75%	50.00%
31961	Liens Collected by Trustee	25,000	3,753	1,887	7.55%	50.00%
32120	Wrecker Licenses	350	100	150	42.86%	50.00%
32200	Alcoholic Beverage Tax	200,000	111,643	115,648	57.82%	50.00%
32210	Beer Licenses & Etc.	8,000	5,786	5,033	62.91%	50.00%
32220	Liquor Licenses	3,500	3,450	1,450	41.43%	50.00%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	50.00%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	50.00%
32610	Building Permits	200,000	88,445	48,600	24.30%	50.00%
32615	Fire Preventions/Permits	1,000	395	645	64.50%	50.00%
32620	Electrical Permits	30,000	13,079	9,853	32.84%	50.00%
32630	Plumbing Permits	15,000	9,097	7,985	53.23%	50.00%
32640	Natural Gas Permits	2,000	844	1,271	63.55%	50.00%
32650	Excavating Permits (St. Opening	4,000	4,230	7,200	180.00%	50.00%
32660	Zoning Permits	4,000	2,850	1,750	43.75%	50.00%
32671	Regular Sign Permits	3,500	1,565	2,215	63.29%	50.00%
32672	Temporary Sign Permits	300	75	0	0.00%	50.00%
32690	Plan Review Fees	100	0	0	0.00%	50.00%
32691	Tree Trimming Permits	100	0	30	30.00%	50.00%
32905	Other Code Enforcement Fees	25,000	26,371	9,482	37.93%	50.00%
32960	Yard Sale Permits	200	0	20	10.00%	50.00%
32990	Mechanical Permits	15,000	8,982	12,358	82.39%	50.00%
33140	ARPA Funds - Federal	0	3,142,492	0	0.00%	50.00%
33190	FEMA/TEMA FY 2021	0	18,280	0	0.00%	50.00%
33191	Direct Appropriation State of TN	300,000	5,000,000	300,000	100.00%	50.00%
33410	State Law Enforcement Education	37,600	0	0	0.00%	50.00%
33430	State Fire Service Educational Grant	19,200	0	0	0.00%	50.00%
33510	State Sales Tax	2,627,122	1,069,867	1,077,834	41.03%	50.00%
33511	Interstate Telecom. Sales Tax	5,000	1,291	2,033	40.67%	50.00%
33512	Sportsbetting	32,000	13,143	16,569	51.78%	50.00%
33513	Occupcity Tax	1,500	589	824	54.94%	50.00%
33515	State Sales Tax/Telecommunications	500	793	0	0.00%	50.00%
33520	State Income Tax	0	0	0	0.00%	50.00%
33530	** State Beer Tax	10,192	5,505	5,340	52.39%	50.00%
33540	State Mixed Drink Tax	95,000	41,246	54,076	56.92%	50.00%
33552	State-City Streets And Transportation	40,565	16,921	16,921	41.71%	50.00%
33560	Seized/Awarded by State	0	0	0	0.00%	50.00%
33591	* TVA - Gross Receipts Tax	266,004	66,630	67,915	25.53%	50.00%
33593	Corporate Excise Tax	6,000	0	0	0.00%	50.00%
34121	Clerks' Fees - Business Tax	2,000	1,275	915	45.75%	50.00%
34211	Accident Report Charges	2,000	1,754	854	42.70%	50.00%

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
34212	Driver Licenses Reinstatement Fee	2,000	605	250	12.50%	50.00%
34221	Ridgeside Fire Service Contract	116,604	46,357	58,302	50.00%	50.00%
34231	Police Services	0	0	882	0.00%	50.00%
34314	Mowing	9,800	0	0	0.00%	50.00%
34500	Donations - New Animal Shelter	5,000	3,355	2,705	54.10%	50.00%
34515	Rabies & Spay/Neuter Cert.	500	0	165	33.00%	50.00%
34516	Registration	500	65	676	135.20%	50.00%
34517	Adoption	1,000	185	0	0.00%	50.00%
34518	Board & Impound Fees	1,000	0	140	14.00%	50.00%
34520	A/S Donations-Designated	1,000	500	300	30.00%	50.00%
34641	Indoor Soccer Income	140,000	139,814	178,310	127.36%	50.00%
34642	Community Center Income	40,000	20,138	27,055	67.64%	50.00%
34643	Outdoor Soccer Fees	70,000	29,145	38,970	55.67%	50.00%
34644	Baseball Fees	35,000	10,975	16,376	46.79%	50.00%
34645	Softball Fees	25,000	7,858	9,360	37.44%	50.00%
34646	Gate	30,000	17,911	19,261	64.20%	50.00%
34648	Adult League - Softball	30,000	13,400	15,715	52.38%	50.00%
34649	Concerts/Events - Camp Jordan	10,000	2,850	715	7.15%	50.00%
34651	Multi-Purpose Building (Arena)	140,000	84080.76	70,522	50.37%	50.00%
34652	Pavilion Rental	18,000	5,175	10,076	55.98%	50.00%
34653	Track Rental	2,000	73	32	1.60%	50.00%
34654	Field Rental	62,000	21,869	32,442	52.33%	50.00%
34655	Amphitheater	14,000	10,500	10,670	76.21%	50.00%
34656	Concessions	40,000	22,363	28,037	70.09%	50.00%
34657	Overnight - Rv Rental	18,000	13,545	8,497	47.20%	50.00%
34658	Tournament Team Fees	1,500	0	2,345	156.33%	50.00%
34712	Sponsorship/Parks & Rec	5,000	1,500	2,050	41.00%	50.00%
34720	Football Gate	3,000	0	4,939	164.64%	50.00%
34751	Basketball Gate	18,000	2,815	2,957	16.43%	50.00%
34742	Basketball Player Fees	16,000	15,730	16,920	105.75%	50.00%
34743	Football Player Fees	11,000	10,090	12,303	111.85%	50.00%
34744	Photography	1,200	679	567	47.24%	50.00%
34745	Vending/Concessions	8,000	4,027	13,371	167.14%	50.00%
34746	Cheerleading	2,000	1,608	940	47.00%	50.00%
34747	Rent-Arena Equipment	25,000	0	13,567	54.27%	50.00%
34749	Soccer Field Rentals	60,000	39,195	42,142	70.24%	50.00%
34760	Library Charges	1,200	647	391	32.58%	50.00%
34761	Library - Copies	1,500	273	449	29.93%	50.00%
34794	Community Center M. Fee	1,000	390	0	0.00%	50.00%
35100	Municipal Court Fines & Costs	400,000	178,492	137,543	34.39%	50.00%
35120	Public Defender Fees	500	0	0	0.00%	50.00%
35150	Diversion Filing	300	0	0	0.00%	50.00%
36100	Interest Earnings	5,000	4,289	5,289	105.77%	50.00%
36211	Rent - Cell Tower	12,925	6,462	35,385	273.77%	50.00%
36310	Sale of Land	0	250,000	0	0.00%	50.00%
36330	Sale Of Equipment	10,000	8,047	0	0.00%	50.00%
36350	Insurance Recoveries	50,000	42,500	41,643	83.29%	50.00%
36901	Pipes/Culverts	3,000	1,245	0	0.00%	50.00%
36902	Repayment - Damages- Traffic Device	0	0	0	0.00%	50.00%
36903	Christmas Parade	500	645	595	119.00%	50.00%
36905	Designated Police-Sale of Vehicles	15,000	7,258	15,863	105.76%	50.00%
36906	Designated Fire-Sale of Vehicles	5,000	0	766	15.33%	50.00%
36990	Miscellaneous Revenues	25,000	22,698	2,444	9.77%	50.00%
36992	Hamilton County	0	0	0	0.00%	50.00%
37200	AHO - Fines/Court Costs	1,500	300	0	0.00%	50.00%
	Use of Fund Balance	0	0	1,060,780	0.00%	50.00%
	<b>Total Revenues</b>	<b>26,391,960</b>	<b>19,944,647</b>	<b>14,416,686</b>	<b>50.61%</b>	<b>50.00%</b>

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>EXPENDITURES</b>						
41000	General Government	1,195,825	795,989	996,743	83.35%	50.00%
41100	Administrative	1,051,215	565,608	489,673	46.58%	50.00%
41111	City Council	99,490	49,234	54,741	55.02%	50.00%
41210	Municipal Court	395,640	195,867	177,271	44.81%	50.00%
41520	City Attorney	137,075	74,488	51,394	44.81%	50.00%
41800	Buildings & Grounds Maintenance	362,274	159,778	132,098	36.46%	50.00%
41900	City Hall Complex	51,975	24,060	24,530	47.19%	50.00%
42100	Police	2,515,428	1,074,281	1,145,750	45.55%	50.00%
42121	Criminal Investigation	879,088	360,632	296,242	33.70%	50.00%
42123	Patrol	2,500,004	1,303,788	1,432,382	57.60%	50.00%
42125	School Resource	300,000	83,799	1,751	0.58%	50.00%
42125	Traffic Division	343,290	83,799	92,039	26.81%	50.00%
42200	Fire Department	3,599,814	1,387,645	2,042,665	56.74%	50.00%
42400	Building/Planning/Zoning	642,506	284,119	379,678	59.09%	50.00%
43110	Highway And Street	640,288	226,883	323,175	50.47%	50.00%
43120	Traffic Control & Street Markers	389,132	162,307	206,270	53.01%	50.00%
43170	Transfer Station/Brush Pit/Fleet	9,600	4,564	6,043	62.95%	50.00%
44140	Animal Control	339,617	158,283	155,460	45.78%	50.00%
44410	Parks and Recreation	1,076,350	442,679	579,385	53.83%	50.00%
44420	Multi-Purpose Recreation Bldg	278,454	126,221	138,290	49.66%	50.00%
44430	Community Center	253,290	75,518	133,637	52.76%	50.00%
44450	McBrien Complex	1,400	620	513	36.20%	50.00%
44610	Soccer - Recreation	69,400	29,063	23,965	34.53%	50.00%
44620	Soccer - Indoor	72,700	36,942	40,404	55.58%	50.00%
44630	Baseball/Softball	65,700	21,403	36,324	55.29%	50.00%
44640	Football/Cheer	15,050	7,887	17,086	113.53%	50.00%
44650	Adult Softball	34,200	20,485	20,598	60.23%	50.00%
44700	Basketball	18,000	2,677	3,874	21.52%	50.00%
44800	Libraries	296,906	129,972	127,680	43.00%	50.00%
44810	History Museum	625	568	759	121.43%	50.00%
46500	Community Development Programs	10,000	5,295	3,863	38.63%	50.00%
43530	Transfer to ARPA Fund	0	0	0	0.00%	50.00%
47200	Economic Development	6,705,798	7,387,863	5,186,391	77.34%	50.00%
49100	Debt Service	96,013	0	96,013	100.00%	50.00%
49400	Capital Projects - Transfer Out	2,279,613	375,000	0	0.00%	50.00%
	<b>Total Expenditures</b>	<b>26,725,760</b>	<b>15,657,315</b>	<b>14,416,686</b>	<b>48.51%</b>	<b>50.00%</b>
<b>Total</b>	<b>## General Fund</b>	<b>0</b>	<b>4,287,332</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>121 State Street Aid</b>						
<b>REVENUE</b>						
33450	State Grant - TIP Funds	415,000	3,107	223	0.05%	50.00%
33460	State Grant - HIP Funds	260,000	4,669	11,262	4.33%	50.00%
33550	2017 Gas Tax Improve	200,000	85,059	67,398	33.70%	50.00%
33551	State Gasoline And Motor Fuel Tax	570,000	250,401	246,603	43.26%	50.00%
36100	Interest Earnings	100	89	90	90.42%	50.00%
36330	Sale of Equipment	0	0	0	0.00%	50.00%
	Use of Fund Balance	1,474,849	0	0	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>2,919,949</b>	<b>343,325</b>	<b>325,576</b>	<b>22.53%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
43190	State Street Aid	2,919,949	174,564	148,253	5.08%	50.00%
	<b>Total Expenditures</b>	<b>2,919,949</b>	<b>174,564</b>	<b>148,253</b>	<b>5.08%</b>	<b>50.00%</b>
<b>Total</b>	<b>## State Street Aid Fund</b>	<b>0</b>	<b>168,761</b>	<b>177,323</b>		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>122 Grant Fund</b>						
<b>REVENUE</b>						
33109	CSX Transportation Grant - 2022	0	25,000	0	0.00%	50.00%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	50.00%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	50.00%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	50.00%
33493	TML Safety Grant	3,000	0	0	0.00%	50.00%
36100	Interest Earnings	0	10	1	0.00%	50.00%
36420	Police Traffic Safety Grant	0	0	0	0.00%	50.00%
36421	TN AM Grants	0	0	0	0.00%	50.00%
36422	Target Grant	0	0	0	0.00%	50.00%
36423	Animal Foundation Grants	0	0	425	0.00%	50.00%
36711	Safety Conservation Grant	4,000	0	0	0.00%	50.00%
36920	THS089-Police	0	1,120	0	0.00%	50.00%
36921	Homeland Security - Police	0	0	0	0.00%	50.00%
36922	Homeland Security - Fire	0	0	0	0.00%	50.00%
36925	Violent Crime Intervention Grant	190,000	0	0	0.00%	50.00%
36962	Operating Transfers-Capital Projects	0	0	0	0.00%	50.00%
	Use of Fund Balance	8,000	2,491	73,637	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>210,000</b>	<b>28,621</b>	<b>74,063</b>	<b>0.21%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
21211	Due to General Fund	0	0	0	0.00%	50.00%
43150	Grants	210,000	28,621	74,063	34.69%	50.00%
	<b>Total Expenditures</b>	<b>210,000</b>	<b>28,621</b>	<b>74,063</b>	<b>34.69%</b>	<b>50.00%</b>
<b>Total</b>	<b>## Grant Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>127 Drug Investigation Fund</b>						
<b>REVENUE</b>						
33197	Federal/State Grants	10,000	0	6,175	61.75%	50.00%
33560	Seized/Awarded by State	35,000	38,544	23,575	67.36%	50.00%
35200	Drug Fines	20,000	14,433	5,963	29.72%	50.00%
35400	Sale of Confiscated Property	2,000	0	0	0.00%	50.00%
36990	Misc. Revenues	0	0	500	0.00%	50.00%
	Use of Fund Balance	0	0		0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>67,000</b>	<b>52,977</b>	<b>36,213</b>	<b>54.05%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
42129	Drug Investigation and Control	67,000	1,724	5,605	8.37%	50.00%
	<b>Total Expenditures</b>	<b>67,000</b>	<b>1,724</b>	<b>5,605</b>	<b>8.37%</b>	<b>50.00%</b>
<b>Total</b>	<b>## Drug Investigation Fund</b>	<b>0</b>	<b>51,253</b>	<b>30,608</b>		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>130 Economic Development Fund</b>						
<b>REVENUE</b>						
31611	Incremental State Sales Tax Rev	6,628,998	3,669,829	5,155,927	77.78%	50.00%
36100	Interest Earnings	0	7	2	0.00%	50.00%
	Transfer In	0	0	0	0.00%	50.00%
	Use of Fund Balance	0	155,000	0	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>6,628,998</b>	<b>3,824,836</b>	<b>5,155,929</b>	<b>77.78%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
	Economic Development	5,557,478	3,824,836	5,155,927	92.77%	50.00%
	Debt Payment	1,071,520	0	0	0.00%	50.00%
	<b>Total Expenditures</b>	<b>6,628,998</b>	<b>3,824,836</b>	<b>5,155,927</b>	<b>77.78%</b>	<b>50.00%</b>
<b>Total</b>	<b>## Economic Development Fund</b>	<b>0</b>	<b>0</b>	<b>2</b>		



FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>131 Solid Waste Fund</b>						
<b>REVENUE</b>						
33190	FEMA/TEMA 2021	0	0	0	0.00%	50.00%
34416	Special Assessment - Garbage	1,629,279	186,620	177,494	10.89%	50.00%
34418	Extra Cans	1,500	825	720	48.00%	50.00%
34420	Dumpster Rentals	6,000	1,906	2,000	33.33%	50.00%
34422	Recycling - Transfer Station	2,000	1,853	2,035	101.74%	50.00%
34426	Sale Of Mulch	200	54	0	0.00%	50.00%
34430	Refuse Collection And Disposal	2,000	415	466	23.32%	50.00%
36330	Sale of Equipment	0	0	0	0.00%	50.00%
36350	Insurance Recoveries	0	0	0	0.00%	50.00%
	Use of Fund Balance	0	1,093,757	922,580	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>1,640,979</b>	<b>1,285,430</b>	<b>1,105,296</b>	<b>11.13%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
43200	Solid Waste	1,906,979	1,285,430	1,105,296	57.96%	50.00%
	<b>Total Expenditures</b>	<b>1,906,979</b>	<b>1,285,430</b>	<b>1,105,296</b>	<b>57.96%</b>	<b>50.00%</b>
<b>Total</b>	<b>## Solid Waste Fund</b>	<b>-266,000</b>	<b>0</b>	<b>0</b>		

Budget amended to reflect payment of garbage truck ordered in FY 2023.

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>212 TML Loan Fund</b>						
<b>REVENUE</b>						
31920	Room Occupancy Tax	713,774	302,403	319,386	44.75%	50.00%
36100	Interest Earnings	1,000	20,838	52,060	5206.05%	50.00%
37940	Transfer In	1,401,000	0	329,480	23.52%	50.00%
	Use of Fund Balance	0	152,950	133,278	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>2,115,774</b>	<b>476,192</b>	<b>834,204</b>	<b>33.13%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
49111	Camp Jordan - Phase Two - 2020	145,564	124,590	125,282	86.07%	50.00%
49114	Refunding Bond Issue - 2021	836,763	97,981	88,381	10.56%	50.00%
49300	Series 2022 Bond Issue	726,325	0	398,033	54.80%	50.00%
49310	2015 - Exit One/Capital Projects	208,875	67,875	66,938	32.05%	50.00%
49411	Public Safety Capital Outlay Note	0	48,955	0	0.00%	50.00%
49412	Public Safety - Lease Purchase	37,800	481	0	0.00%	50.00%
49413	Public Safety - Capital Outlay Note	106,917	30,000	102,041	95.44%	50.00%
49414	Public Safety - Lease Purchase	53,530	106,309	53,530	100.00%	50.00%
	<b>Total Expenditures</b>	<b>2,115,774</b>	<b>476,192</b>	<b>834,204</b>	<b>39.43%</b>	<b>50.00%</b>
<b>Total</b>	<b>## TML Loan Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>341 Capital Projects Fund</b>						
<b>REVENUE</b>						
33113	LPRF 2018 - Pioneer Playground	0	0	0	0.00%	50.00%
33120	TDOT 2015 Multi Modal Grant	3,000,000	0	0	0.00%	50.00%
33123	Dog Dash Grant	0	0	0	0.00%	50.00%
34510	Dog Park Donations	0	0	0	0.00%	50.00%
36421	TN American Water Grant	0	250,000	0	0.00%	50.00%
36915	Bond Proceeds	7,000,000	1,237,925	1,448,554	20.69%	50.00%
36992	Hamilton County	1,000,000	0	0	0.00%	50.00%
37940	Operating Transfers - Other Funds	2,279,613	375,000	0	0.00%	50.00%
	Use of Fund Balance	0	155,494	609,057	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>13,279,613</b>	<b>2,018,419</b>	<b>2,057,611</b>	<b>10.91%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
41800	Bldg & Grounds/Maintenance	500,000	13,900	188,196	37.64%	50.00%
41920	Multi Purpose Pavillion - Town Ctr	0	0	17,619	0.00%	50.00%
43110	Multi Modal Project - Ringgold Road	4,000,000	1,852,089	1,481,063	37.03%	50.00%
43121	North Mack Smith Road	4,850,000	101,826	175,668	3.62%	50.00%
43122	Resurfacing Projects	500,000	0	1,800	0.36%	50.00%
43123	Park Ridge Access Road	0	0	0	0.00%	50.00%
44410	Parks & Recreation	0	18,498	0	0.00%	50.00%
44421	Splash Pad/Playground	0	0	0	0.00%	50.00%
44423	Dog Park - Town Center	0	0	0	0.00%	50.00%
44424	Animal Shelter Building	1,600,000	0	140,643	8.79%	50.00%
44425	Dickert Pond Boardwalk & Pier	0	2,200	32,622	42.02%	50.00%
44426	Fuel Tank - Public Safety Facility	125,000	0	0	0.00%	50.00%
47200	Economic Development	50,000	29,906	20,000	40.00%	50.00%
	<b>Total Expenditures</b>	<b>11,625,000</b>	<b>2,018,419</b>	<b>2,057,611</b>	<b>17.58%</b>	<b>50.00%</b>
<b>Total</b>	<b>## Capital Projects Fund</b>	<b>1,654,613</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2024		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2023	FY 2024	YTD	Avg Yr %
<b>410 ARPA FUND</b>						
<b>REVENUE</b>						
37940	Transfer In	0	0	0	0.00%	50.00%
	Use of Fund Balance	4,142,192	220,847	511,113	0.00%	50.00%
	<b>Total Revenues and Other Sources</b>	<b>4,142,192</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>	<b>50.00%</b>
<b>EXPENDITURES</b>						
46490	Stormwater Projects - Ringgold Road	4,142,192	220,847	511,113	12.34%	50.00%
	<b>Total Expenditures</b>	<b>4,142,192</b>	<b>220,847</b>	<b>511,113</b>	<b>12.34%</b>	<b>50.00%</b>
<b>Total</b>	<b>## Capital Projects Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

SURPLUS ITEMS

DEPARTMENT: Parks and Recreation

DATE: 2/8/2024

QTY	DESCRIPTION (Make, Model, Year if vehicle)	SERIAL#/ OR VIN#	CITY INV #	REASON FOR SURPLUS
1	1993 Ford F150	2FTDF15Y4PCA45840	1	Vehicle Replacement

\*\*Items valued at \$500 or less when purchased do not need to be declared surplus.\*\*

**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,



Allen Jones, RLA



Chattanooga-Hamilton County Regional Planning Agency  
**Zoning Change Application Form**

<b>CASE NUMBER: 2024-0009</b>		<b>Date Submitted: 11/20/2023</b>	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
<b>1 Applicant Request</b>			
Rezone From: R-1	Rezone To: R-3	Total acres in request area: 0.42	
<b>2 Applicant Requested Conditions</b>		Yes:	No: <input checked="" type="checkbox"/>
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>			
N/A			
<b>4 Property Information</b>			
Property Address: 12 Sheridan Rd		Property Tax Map Number: 156E-A-005	
<b>5 Proposed Development</b>			
Reason for request/Project description:	Rezone existing quadraplex to be a legal use		
<b>6 Site Characteristics</b>			
Current Use:	Quadraplex		
Adjacent Uses:	Multi-family, single family		
<b>7 Applicant Information</b>			
Name: Stone Creek Consulting LLC (c/o Allen Jones)			
Address (street, city, state, zip): P. O. Box 2067, Duniap, TN 37327			
Phone: 919-793-4077		Email: allen@stonecreekconsultingllc.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
<b>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.</b>			
Name: Finley Wright			
Address (street, city, state, zip): 8202 Apison Pike, Suite 2, Ooltewah, TN 37363			
Phone:		Email:	
<b>9 Applicant Signature and Consent</b>			
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: _____	
<b>Office Use Only:</b>			
<b>Checklist</b>			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 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:	

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

**CASE NUMBER:** 2024-0009      **APPLICANT:** Stone Creek Consulting LLC      **PROPERTY OWNER:** Finley Wright  
c/o Allen Jones

**PROPERTY ADDRESS:** 12 Sheridan Road      **TAX MAP PARCEL ID:** 156E-A-005      **JURISDICTION:** East Ridge

**SIZE OF PROPERTY:** 0.42 acres      **REQUEST:** Rezone from R-1 to R-3

**REASON FOR REQUEST/PROPOSED USE:** A request to rezone from R-1 Residential District to R-3 Residential Apartment District to bring an existing quadraplex into compliance.

PROPERTY DESCRIPTION			
<b>EXISTING LAND USE</b> Quadraplex	<b>SURROUNDING LAND USES</b> <u>North:</u> Single-Unit Residential/Multi-Unit Residential <u>East:</u> Single-Unit Residential <u>South:</u> Duplex <u>West:</u> Single-Unit Residential		<b>ACCESS</b> Sheridan Road
<b>TRANSPORTATION</b> Sheridan Road is a local road.	<b>PROPOSED RESIDENTIAL DENSITY</b> 9.5 du/ac (4 units)	<b>ADJACENT RESIDENTIAL DENSITY</b> 5.73 du/ac	<b>NATURAL RESOURCES</b> The property directly south of the site has slopes greater than or equal to 25% grade.

ZONING			
<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>Case 2016-0158, a request to rezone the site from R-1 Residential District to R-3 Residential District to bring the existing quadraplex into compliance. The request was denied at East Ridge City Council.</li> <li>Case 2018-0085, a request to rezone the site from R-1 Residential District to R-3 Residential District to bring the existing quadraplex into compliance. The request was denied at East Ridge Planning Commission.</li> </ul>		
<b>ZONE DISTRICT COMPATIBILITY</b>	<b>USE</b>	<b>CURRENT R-1 ZONE</b>	<b>PROPOSED R-3 ZONE</b>
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>DEVELOPMENT STANDARDS</b>		<b>CURRENT R-1 ZONE</b>	<b>PROPOSED R-3 ZONE</b>
	Lot Size	10,000 sf	10,000 sf plus 2,000 sf for each additional unit over one
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25'
	Building Height	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property	2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property

**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.

**GENERAL NOTES**

**PROPERTY INFORMATION**  
 OWNER: FINLEY WRIGHT  
 MAP NO: 4 USE-A-501  
 LOT SIDE: CLEARCREEK EAST POND  
 CONVEYANCE: EAST POND

**ZONING INFORMATION**  
 EXISTING ZONING: R-1  
 PROPOSED ZONING: R-2  
 PROPOSED USE: 4 RESIDENTIAL UNITS  
 PARCEL NO: 88 UNITS/ACRES  
 8 SPACES

**ZONING INFORMATION**  
 PARCELS 1 & 2 UNDER HAMILTON COUNTY  
 018

PROPERTY IS NOT LOCATED WITHIN THE 100 OR 500 YEAR FLOOD AREA PER 018

50A

**PROJECT NAME:**  
 SHERIDAN RD QUAD-PLEX

**PROJECT ADDRESS:**  
 12 SHERIDAN RD  
 EAST RIDGE, TN

**CLIENT:**  
 FINLEY WRIGHT  
 8022 AVONHILL DRIVE, SUITE 2  
 COLEMAN, TN 37043  
 423.827.8881  
 PAGE@FINLEYWRIGHT.COM

**LANDSCAPE ARCHITECT:**  
 STONE CREEK CONSULTING LLC  
 ALLEN JONES, P.L.A.  
 PO BOX 3043  
 DENVER, TN 37033  
 615.753.4877  
 ALLEN@STONECREEKCONSULTING.COM

DESIGN BY:  
 AWJ

DESIGNED BY:  
 AWJ

APPROVED BY:  
 AWJ

DATE:  
 11/18/2023

PROJECT NO:  
 23-0046

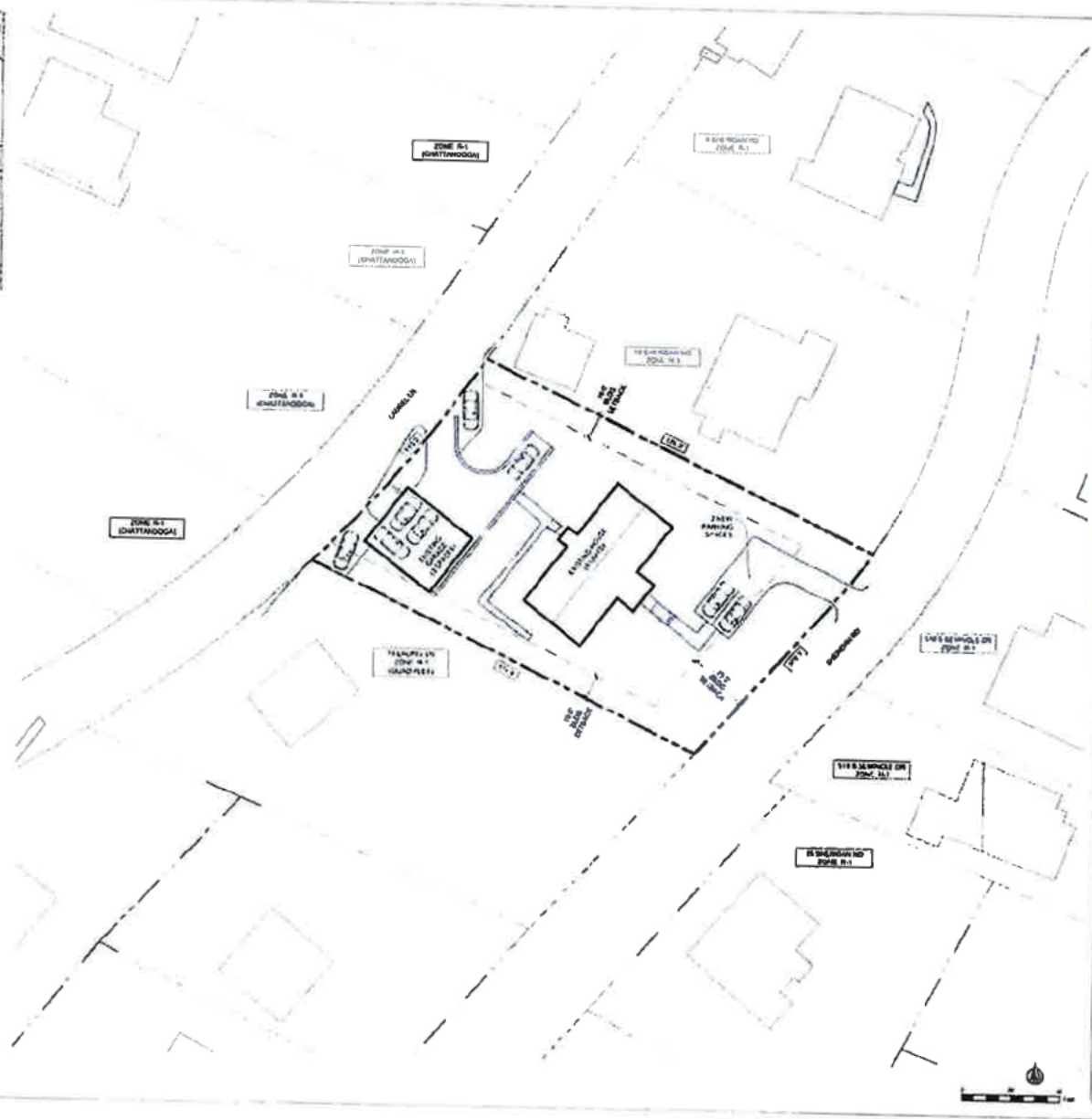
SCALE:  
 1" = 20'

DESIGNED BY:  
 REZONING SITE PLAN

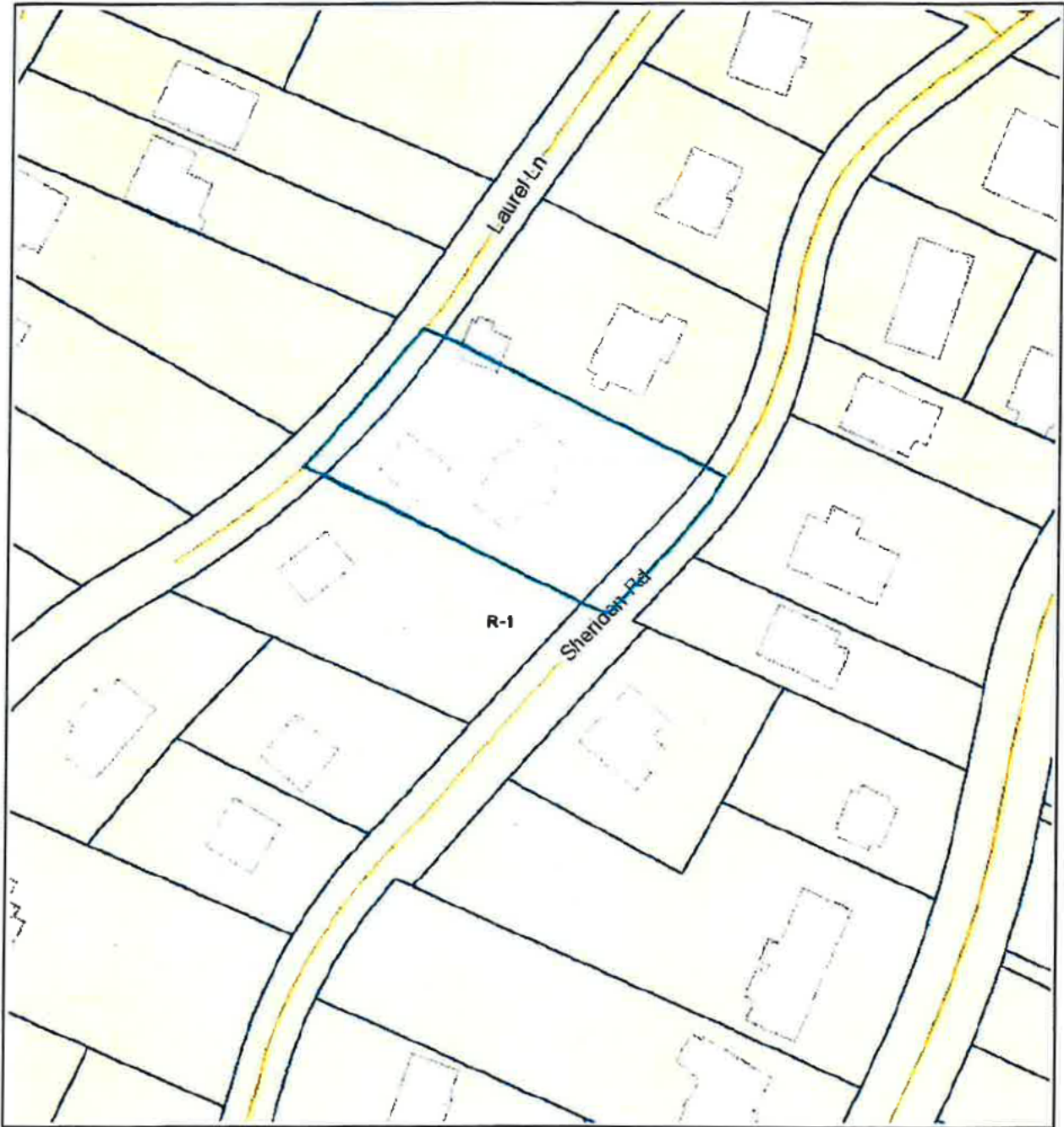
DRAWING NO:  
**L1.0**



LOCATION MAP  
 SCALE 1"=100



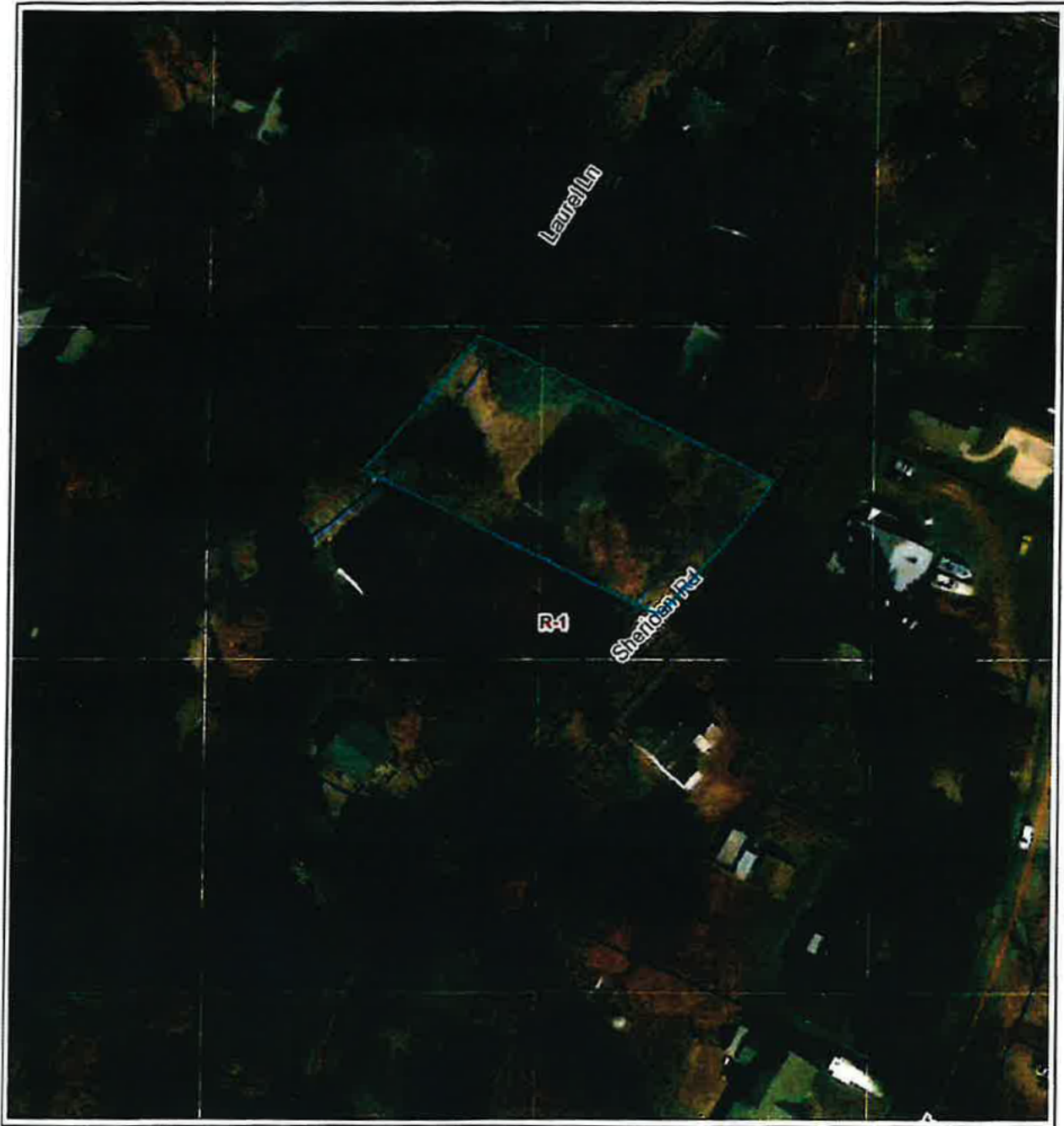
2024-0009 Rezoning from R-1 to R-3



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

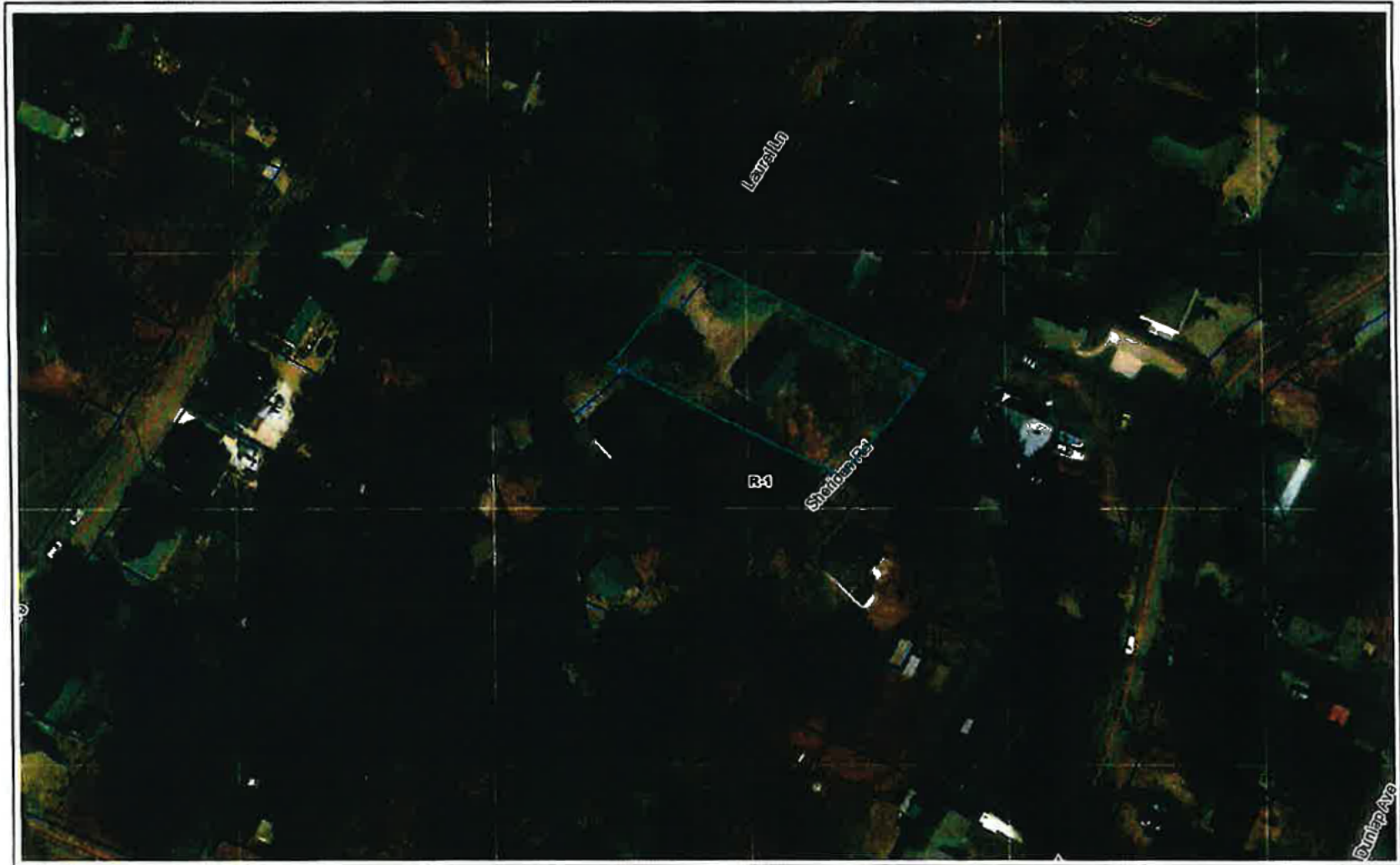


2024-0009 Rezoning from R-1 to R-3





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](http://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.

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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.

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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**

**February 8, 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:

<b>General Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
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
<b>Total Budget (Amended)</b>	<b>26,725,760</b>	<b>88,350</b>	<b>26,814,110</b>
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
<b>Total Budget (Amended)</b>	<b>26,725,760</b>	<b>0</b>	<b>26,725,760</b>

<b>Solid Waste Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenues			
Use of Fund Balance	266,000	75,000	341,000
<b>Total Budget (Amended)</b>	<b>1,906,979</b>	<b>75,000</b>	<b>1,981,979</b>
Expenditures			
Vehicle Parks & Repairs	110,000	75,000	185,000
<b>Total Budget (Amended)</b>	<b>1,906,979</b>	<b>75,000</b>	<b>1,981,979</b>

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

**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. 3508**

AGENDA MEMORANDUM  
SMALL CITIES COALITION  
INTERLOCAL 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 State legislative issues and County-wide services (Hamilton County and School District) that affect us. This is a good thing.

Other services that Ms. Raper provides the City of East Ridge include the following: press releases; media alerts; public affairs; promotional marketing for community events and programs; and marketing of new businesses and business openings.

The total cost of the Communications Strategist for the Small Cities Coalition comes to \$150,100; which amount includes salary, insurances, retirement, vehicle, travel expenses and a COLA. East Ridge's share would come to \$30,020 (20% of the total cost).

Attachment

JSM/

**RESOLUTION NO. 3508**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
APPROVING THE SMALL CITIES COALITION  
INTERLOCAL COOPERATIVE AGREEMENT FOR  
RETENTION AND COMPENSATION OF A  
GOVERNMENT RELATIONS AND COMMUNICATION  
STRATEGIST PROFESSIONAL**

**WHEREAS**, T.C.A. § 12-9-101, *et seq.*, authorizes public agencies to enter into interlocal cooperative agreements; and

**WHEREAS**, in 2015, the City of East Ridge, together with the cities of Collegedale, Lakesite, Red Bank, Soddy Daisy and the Town of Lookout Mountain joined together to form the “Small Cities Coalition” for the purpose of working together on legislative and other matters that were common to them all; and

**WHEREAS**, the Coalition employed a government relations and communications strategist to serve their interests with cost to be proportioned among the six (6) governmental entities; and

**WHEREAS**, the cities entered into an interlocal agreement setting for the purpose, standards, and terms of the service agreement; and

**WHEREAS**, the Small Cities Coalition has decided to update the interlocal agreement since it has not been done since its inception in 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge that the Small Cities Coalition Interlocal Agreement for retention and compensation of a Government Relations and Communication Strategist Professional is hereby updated.

**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



**INTERLOCAL COOPERATION AGREEMENT FOR RETENTION AND  
COMPENSATION OF GOVERNMENT RELATIONS AND COMMUNICATION  
STRATEGIST PROFESSIONAL**

**January 1, 2024**

WHEREAS, the cities of Collegedale, East Ridge, Lakesite, Red Bank, Soddy Daisy and the town of Lookout Mountain (collectively, the "Municipalities") are municipal corporations of the State of Tennessee that are located in Hamilton County, Tennessee, and

WHEREAS, pursuant to Tennessee Code Annotated §12-9-104 the Municipalities have the power to enter into a joint powers agreement among themselves for joint or cooperative action; and

WHEREAS, the Municipalities have each determined that cooperation is necessary as it relates to legislative and other matters that are common to each of them, requiring the employment of a government relations and communications strategist (the "Professional"); and

WHEREAS, the Municipalities have determined among themselves the proportion of cost each should bear for the employment of said Professional.

NOW, THEREFORE, this agreement is made and entered into as of date of the last approval of the governing body of each Municipality, to be effective as of 1 January 2024, by and between the City of Collegedale, Tennessee ("Collegedale"), the City of East Ridge, Tennessee ("East Ridge"), the City of Lakesite, Tennessee ("Lakesite"), the Town of Lookout Mountain ("Lookout Mountain"), the City of Red Bank, Tennessee ("Red Bank"), and the City of Soddy-Daisy, Tennessee ("Soddy-Daisy"), as follows:

1. **PURPOSE.** This Agreement is for the purpose of employing the Professional, setting forth the duties thereof, and allocating the cost of said employment among the Municipalities.

2. **ALLOCATION.** The percentage of allocation for each of the Municipalities is as follows:

Collegedale	20%
East Ridge	20%
Red Bank	20%
Soddy-Daisy	20%
Lakesite	10%
Lookout Mountain	10%

3. **EMPLOYMENT.** The Professional will be administratively deemed an employee of the City of Collegedale, with the duties, and subject to the terms and conditions set forth below. The initial Professional is agreed to be Bridgett Raper who shall serve at will of not less than Sixty (60%) percent of the number of Municipalities which are Parties to this Agreement. If the Municipalities shall determine by Sixty (60%) percent or greater of the number of the participating Municipalities that Bridgett Raper should no longer serve in that capacity, then she shall be removed from that position. Any unemployment costs, benefits changes or consequences shall be

borne and allocated in co-equal percentages by the Municipalities voting to terminate her services, and shall as necessary be reimbursed to Collegedale in whole or in part.

Identifying and retaining a replacement for or a successor to Bridgett Raper (as in the case of resignation, retirement or inability to continue to serve), together with salary and compensation packages shall be at the agreement and vote of not less than Four (4) of the Six (6) participating Municipalities without regard to cost allocation.

4. PAYMENT. Each of the other Municipalities will pay Collegedale their allocation on a quarterly basis in October, January, April, and July. The first payment will be made the nearest first of the month within a starting quarter and with subsequent payments made in advance of the first day of each quarter. Should the Professional's employment terminate before the end of such quarter, Collegedale shall refund the prepaid amount to each of the other Municipalities on a pro rata basis.

5. TERM. The initial term of this Agreement shall be for one (1) year with a beginning date of January 1, 2024 and a termination date of December 31, 2024 and shall automatically renew annually for one (1) additional year, after which time the Municipalities may continue this agreement on such terms as may be agreed upon; except that if any party reasonably determines for any reason that the services requested or provided are no longer effective, each will have the right, upon not less than one hundred, twenty (120) days written notice to the others, to withdraw from participation in this Agreement without penalty or recourse, in which event the effective withdrawal date for any such withdrawing Municipality will be at the end of the one hundred twenty (120) days period following the date of the written notice of withdrawing. Upon the occurrence of such an eventuality, the remaining Municipalities may elect to rebalance each's contribution on a pro-rata basis (or upon such other basis as may be agreed upon) and continue this Agreement, or to terminate this Agreement.

If a Municipality withdraws from participation, the withdrawing Municipality shall nevertheless pay its quarterly allocation for one (1) quarter next following the expiration of the one hundred twenty (120) day notice period but shall not be included in any communication, announcements, etc. of or with respect to the objectives of this Agreement effective immediately upon the announced withdrawal of any such Municipality.

6. SERVICES TO BE RENDERED BY THE PROFESSIONAL. The Professional will render services to the Municipalities as follows:

- a. Attendance as needed at city commission/town council meetings.
- b. Confer as needed but not less than quarterly with the administration of each of the Municipalities, **in each case the City Manager or other individual designated by each such Municipality.**
- b. Develop strategy relating to communications, media relations, and government relations on legislative and other issues.
- c. Assist in execution of the strategies developed and in other communication, media, or government matters as needed or required by one or more of the Municipalities.
- d. Issue Press releases and make media relations statements on a case by case basis and as determined by the City Manager/Town Manager and by the Chief of Police of and for the Municipality as issue from time to time. No press release shall be issued nor media statements made by the Professional unless and until preapproved and authorized by the City Manager and or Chief of Police of the Municipality then at issue.

7. COORDINATION OF PROFESSIONAL. The Professional will be available to each of the Municipalities, or the Municipalities (or any two or more of them) as a group, on an "as- needed" basis, and will report his or her activities to the Collegedale City Manager for monitoring purposes. If there is a conflict between any of the Municipalities for the time or services of the Professional, the conflict will be resolved as provided in Paragraph 12 below.

8. OUTSIDE PROJECTS. The Professional, to the extent such does not conflict with the execution of his or her day-to-day duties on behalf of the Municipalities, or conflict with the positions taken or the interests of the Municipalities, and/or each of them, will be allowed to conduct outside business with third party clients and customers.

9. OVERSIGHT AND EVALUATION. The Municipalities will coordinate among themselves so that they may evaluate the performance of the Professional or the need for his or her services no less than annually in the month of November. The Professional will take reasonable care to ensure that their services meet each Municipality's needs to that entity's satisfaction; provided however, Professional will be and shall remain an employee of Collegedale and subject to only Collegedale's personnel policies and practices. All necessary disciplinary actions will at the exclusive discretion of, and implemented by, the Collegedale City Manager.

10. ALLOCATION OF FUNDS. The Professional shall be employed at an annual salary of \$88,000 in FY2023 and shall increase annually in accordance with Collegedale's city-wide COLA adjustments. The estimated value of the annual benefits accorded the Professional by Collegedale is \$40,000, together with reimbursables per Collegedale employment policies which are to be billed quarterly or more frequently by Collegedale based on actual costs.

11. RECORDS and FILES. Collegedale shall maintain all records and files relating to Professional's employment, but shall not be responsible for the retention of same beyond the normal requirements of the law.

12. DISPUTE RESOLUTION. Should any dispute arise between the Parties with respect to the quality of the services being offered by the Professional under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. The meeting should include a representative from each party involved in the dispute and one or more of the city managers of any municipality or municipalities not involved in the conflict. If the conflict is of a general nature involving all Municipalities, the matter will be mediated by a reputable attorney selected by the various city attorneys as a mediator, with each municipality bearing the proportionate cost of the same.

13. LIABILITY. Collegedale shall provide workers compensation insurance for the Professional under the terms of this Agreement. Subject to the limitations of the Tennessee Governmental Tort Liability Act and other applicable law, none of the Municipalities will make a claim against any of the others relative to the matters set forth in this Agreement. Collegedale shall also obtain appropriate liability insurance for all liability exposure pertaining to activities performed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at various dates and in counterparts, but to be effective as of January 1<sup>st</sup>, 2024.

Collegedale:

By: \_\_\_\_\_  
Mayor (date)

\_\_\_\_\_  
Attest: City Recorder (date)

East Ridge:

By: \_\_\_\_\_  
Mayor (date)

\_\_\_\_\_  
Attest: City Recorder (date)

Lakesite:

By: \_\_\_\_\_  
Mayor (date)

\_\_\_\_\_  
Attest: City Recorder (date)

Lookout Mountain:

By: \_\_\_\_\_  
Mayor (date)

\_\_\_\_\_  
Attest: City Recorder (date)

Red Bank:

By: \_\_\_\_\_  
Mayor (date)

\_\_\_\_\_  
Attest: City Recorder (date)

Soddy-Daisy:

By: \_\_\_\_\_  
Mayor (date)

\_\_\_\_\_  
Attest: City Recorder (date)

**RESOLUTION NO. 3509**

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).

Attachment

JSM/

**RESOLUTION NO. 3509**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH TWM, INC. FOR PROFESSIONAL TRAFFIC  
ENGINEERING SERVICES**

**WHEREAS**, over the past few years, the City has had the need to utilize the traffic engineering services of Steve Meyer with TWM, Inc. for various traffic signalization projects; and

**WHEREAS**, the City Manager is proposing that the City enter into a professional traffic engineering services agreement with Steve Meyer, TWM Inc. to provide traffic signal engineering services to the City of East Ridge; and

**WHEREAS**, TWM, Inc. will provide the traffic signal engineering services on a negotiated task order basis (project by project).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee, that the Mayor is authorized to enter into an agreement with TWM, Inc. for professional traffic engineering services on a negotiated task order basis.

**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

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **General On Call Municipal Engineering Services**

#### **SECTION 1 DEFINITION AND PARTIES**

This is an AGREEMENT between TWM, INC., hereinafter referred to as the ENGINEER, and CITY OF EAST RIDGE, TENNESSEE hereinafter referred to as the CITY.

The CITY proposes to engage the ENGINEER to furnish certain On Call Municipal Engineering Services.

#### **SECTION 2 SCOPES OF SERVICES**

Specific scopes of services will be defined by the CITY by a Task Order on a lump sum basis or on a time and material basis with a not to exceed limit per Task Order (basic format provided in "Exhibit A").

For smaller assignments and/or emergency situations, the CITY may contact ENGINEER by telephone, E-mail, facsimile, in person or by any other means, to request and verbally authorize that ENGINEER provide professional services, in the absence of a more formal written authorization. In such case, if time allows, ENGINEER will typically confirm via email the scope of work, schedule, and budget of such an assignment.

#### **SECTION 3 TIME FOR PERFORMANCE**

The CITY and the ENGINEER will define a mutually agreeable time of performance for each individual task order.

#### **SECTION 4 COMPENSATION**

The ENGINEER may submit invoices as frequently as monthly. The ENGINEER will provide a schedule of Professional Service Rates or Hourly Fee schedule as an attachment denoted at "Exhibit B", which are subject to adjustment in January for each year.

The CITY also agrees to reimburse ENGINEER for outside services, such as subconsultant services, delivery services, express mail, or the printing and production of plan documents, at ENGINEER'S actual cost plus 15%.

The ENGINEER will use the address listed below for receiving payments from the CITY.

TWM, Inc.  
4940 Old Collinsville Road  
Swansea, IL 62226



The CITY will use the address listed below for receiving invoices from the ENGINEER.

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

**SECTION 5 GENERAL CONDITIONS**

Attached are the General Conditions denoted in "Exhibit C"

**SECTION 6 TERM**

This AGREEMENT between ENGINEER and CITY will be in effect from January 1, 2024 to December 31, 2024.

**Accepted this 5th day of January, 2024**

By: \_\_\_\_\_

\_\_\_\_\_  
City of East Ridge

By: \_\_\_\_\_

\_\_\_\_\_  
TWM, Inc.

**EXHIBIT A**  
**TASK ORDER \_\_\_\_\_**

In accordance with the General On-Call Municipal Engineering Services Contract, dated [ ] ("Contract") between the City of East Ridge, Tennessee ("CITY") and TWM, Inc. ("ENGINEER"), ENGINEER is hereby authorized by CITY to perform the following task order as follows:

Project Name / Task:

Brief Description:

Contracted Services / Scope of Work:

- 
- 
- 
- 

Schedule / Time of Performance:

ENGINEER's Compensation: (express as lump sum or hourly not-to-exceed)

- An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's subconsultant charges, if any. Maximum not-to-exceed \$[ ].

OR

- A Lump Sum amount of \$[ ]. The portion of the compensation amount billed monthly for ENGINEER's services will be based upon ENGINEER's estimate of the percentage of the total Services actually completed during the billing period.

Items not included under this task order (can be provided at additionally hourly basis):

- 
- 
- 
-

A fully executed task order as a fax or PDF document shall be considered equal to the original. All terms and conditions of the original Contract not modified by this Task Order shall remain in full force and effect and are incorporated in this Task Order as if fully set forth herein.

CITY OF EAST RIDGE, TENNESSEE

TWM, INC.

\_\_\_\_\_  
BY:  
TITLE:

\_\_\_\_\_  
BY:  
TITLE:

Date:\_\_\_\_\_

Date:\_\_\_\_\_

**EXHIBIT B  
HOURLY RATE SCHEDULE**

Principal .....	\$174.00
Senior Engineer .....	\$169.00
Senior Project Manager .....	\$169.00
Project Engineer V .....	\$164.00
Project Engineer IV .....	\$155.00
Project Engineer III .....	\$139.00
Project Engineer II .....	\$129.00
Project Engineer I .....	\$118.00
Project Manager IV .....	\$155.00
Project Manager III .....	\$142.00
Project Manager II .....	\$129.00
Project Manager I .....	\$110.00
Senior Structural Engineer .....	\$169.00
Structural Engineer V .....	\$164.00
Structural Engineer IV .....	\$157.00
Structural Engineer III .....	\$149.00
Structural Engineer II .....	\$139.00
Structural Engineer I .....	\$132.00
Survey Crew (3 person crew) .....	\$229.00
Survey Crew (2 person crew) .....	\$180.00
Survey Crew (2 person crew w/Robotics or GPS) .....	\$194.00
Survey Crew (1 person w/Robotics or GPS) .....	\$138.00
Survey Crew (2 person w/3D Scanner) .....	\$262.00
Survey Crew (1 person w/3D Scanner) .....	\$197.00
Engineer II .....	\$104.00
Engineer I .....	\$98.00
Surveyor V .....	\$155.00
Surveyor IV .....	\$142.00
Surveyor III .....	\$129.00
Surveyor II .....	\$114.00
Surveyor I .....	\$96.00
Construction Observation (Non-Professional Engineer) .....	\$106.00
3D Scanning Technician .....	\$150.00
Technician V .....	\$96.00
Technician IV .....	\$90.00
Technician III .....	\$80.00
Technician II .....	\$76.00
Technician I .....	\$70.00
Jr. Technician .....	\$49.00
Senior Electrical Designer .....	\$128.00
Senior Transportation Designer .....	\$126.00
IT Manager .....	\$128.00
Systems Administrator .....	\$110.00
Cad Manager .....	\$109.00
Cad Designer III .....	\$99.00
Cad Designer II .....	\$93.00
Cad Designer I .....	\$78.00
Accountant III .....	\$116.00
Accountant II .....	\$100.00
Accountant I .....	\$83.00
Word Processing .....	\$73.00
Air & Vacuum Testing 2 Technicians w/ Equipment .....	\$209.00
Live Sewer Testing .....	\$269.00
Mandrel Testing 2 Technicians w/ Equipment .....	\$193.00
Live Sewer Testing .....	\$253.00
Video Testing 1 Technician w/ Equipment .....	\$224.00
2 Technicians w/Equipment .....	\$306.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.) .....	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses .....	At Cost
4 X 4 Polaris (per Day) .....	\$76.00
Travel (Non local) per Mile at current GSA rate. ....	

**EXHIBIT C  
GENERAL CONDITIONS**

**PAYMENT PROVISIONS**

The Engineer will bill the City monthly for services and reimbursable expenses. Invoices are due and payable within 30 days of issuance. The Engineer can bill the City for any direct costs the Engineer incurs in the prosecution of this work. Direct costs may include sub consultants the Engineer contracts to perform a portion of the City's scope. Any use of a sub consultants must be approved by the City. Reimbursable expenses will also include any out-of-pocket costs directly related to the project. Basis for billings of reimbursable expenses will be actual cost plus 15%. The above financial arrangements are on the basis of prompt payment of the bills and the orderly and continuous progress of the Project. The City will expect the Engineer to start services promptly after receipt of acceptance of this proposal. If there are protracted delays for reasons beyond the City's or Engineer's control, the City would expect to negotiate with the Engineer an equitable adjustment of compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

**GENERAL LIABILITY AND LIMITATION THEREOF**

To the fullest extent permitted by law, City and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or individual Task Orders.

The Engineer agrees to hold the City harmless and to indemnify the City on account of any liability due to bodily injury or property damage to the extent arising directly out of the Engineer's negligent acts.

The City agrees to hold the Engineer harmless and to indemnify the Engineer on account of any liability due to bodily injury or property damage to the extent arising directly out of the City's negligent acts.

**LIMITATION OF LIABILITY:** The potential risks of the project, in recognition of the relative benefits to each party, have been allocated in such a manner that the City agrees, to the fullest extent permitted by law, to limit Engineer's liability, and the liability of our subconsultants, to City, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. As such, unless a higher limit is requested by City and agreed to by Engineer, the total aggregate liability per Task Order for Engineer and its subconsultants to all those named shall not exceed Engineer's fee for that Task Order. This limitation applies regardless of cause of action or legal theory, pled or asserted. City also agrees that it will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join Engineer as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by Engineer's sole or gross negligence or Engineer's willful misconduct.

### THIRD PARTY CLAIMS

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Engineer or the City. The Engineering services under this Agreement are being performed solely for the City's benefit, and no other entity shall have any claim against the City because of this Agreement or the performance or nonperformance of services hereunder. The Engineer agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

### OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all the Engineer's obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by the Engineer for the Project shall become the City's property. This conveyance shall not deprive the Engineer the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of the Engineers professional activities. The Engineer shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. The Engineer will, however, retain ownership and possession of original recorded plats. The City will not use or authorize any other person to use the Drawings, Specifications, electronic data and other investments of service on other projects, for additions to this Project or for completion of this Project by others so long as the City are not adjudged to be in default under this Agreement. Reuse without the Engineer's professional involvement will be at the City's sole risk and without liability to the Engineer.

### TIMING OF STANDARDS

The Engineer's endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. The City understand that these standards and level of care and skill change with time and that substantially delayed use of the Engineer's documents without the Engineer's involvement are at the City's own risk.

### TERMINATION

This agreement may be terminated by either party upon seven business days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, The City will pay for all services the Engineer has rendered to the effective date of termination.

### DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, The Engineer and The City agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

### UNFORESEEN CONDITIONS

The Engineer's services may be provided to assist the City in making changes to an existing facility for which the City shall furnish documentation and information upon which the Engineer may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the City, the Engineer shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

### RELIANCE ON INFORMATION

In the event documentation or information furnished by the City is inaccurate or incomplete, all resulting damages, -losses and expenses, including the cost of Engineer's Additional Services, shall be borne by the City. The City will indemnify and hold harmless the Engineer, sub-consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by the City.

#### CONSTRUCTION MEANS AND METHODS

Performance of your services does not imply liability by the Engineer for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly, the Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

#### JOBSITE SAFETY

Insofar as jobsite safety is concerned, the Engineer is responsible solely for the Engineer's employees' activities on the jobsite, but this shall not be construed to relieve the City or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the Engineer's professional activities nor the presence of the City's employees and sub consultants shall be construed to imply the Engineer have any responsibility for methods of work performance supervision, sequencing of construction or safety in, on, or about the jobsite. The City agrees that the general contractor is solely responsible for jobsite safety. The Engineer may be made an additional insured under the general contractor's general liability insurance policy.

#### HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

The Engineer acknowledges that the scope of services does not include any services related to the investigation of the presence of any hazardous or toxic materials. In the event that the City or any other party encounter any hazardous materials, or should it become known that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Engineer's services, the City may, at the City's option and without liability for consequential or any other damages, suspend performance of the Engineering services under this Agreement until the City retains appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

**RESOLUTION NO. 3510**

AGENDA MEMORANDUM  
ACADEMY SPORT + OUTDOORS

FEBRUARY 8, 2023

Submitted By:

*Shawna Skiles*

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department wants to enter into a contract with Academy Sports + Outdoors for the calendar year Feb. 2, 2024-Feb. 1, 2025 for the annual sponsorship they have with the Park. Below are some highlights of the sponsorship summary and rider.

1. **Academy will provide the following to Recipient:**
  - \$2,600 payable pursuant to attached Sponsorship Rider
  - \$250 Academy Gift Card
  - Twenty (20) Dozen of Academy Baseballs
  - Fifteen (15) 6 pack of Academy Softballs
  - Ten (10) Academy Soccer Balls
  
2. **City will provide to Academy + Outdoors (see agreement for additional details)**
  - Placement of Academy banners on fields at Camp Jordan
  - Distribution of marketing materials at the park
  - Promotion of Academy events on the City's website and social media

Attached hereto please find the contract that would continue our relationship with Academy Sports + Outdoors.

SS



**RESOLUTION NO. 3510**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ENTER INTO A SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS + OUTDOORS**

**WHEREAS**, pursuant to Resolution 3357 in 2023, the City of East Ridge entered into a sponsorship agreement with Academy Sports + Outdoors (“Academy;”) wherein Academy would provide funds, sporting equipment, and other benefits to the City of East Ridge in exchange for the City installing banners at Camp Jordan, distributing marketing materials at the park, and promoting Academy events on the City’s website and social media; and

**WHEREAS**, the City and Academy desire to renew the aforementioned arrangement by executing a new sponsorship agreement.

**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 sponsorship agreement with Academy, 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

This Sponsorship Summary ("**Summary**"), naming Academy Ltd. d/b/a Academy Sports + Outdoors ("**Academy**") as a Sponsor of the City of East Ridge, Tennessee and its Parks and Recreation Department ("**Recipient**"), is governed by that certain Sponsorship Rider ("**Rider**") between Academy and Recipient effective as of 2/2/2024 ("**Effective Date**").

The term of this Summary is for the period of time from the Effective Date until 2/1/2025 (the "**Term**"), unless earlier terminated in accordance with the provisions of the Rider.

**1. Recipient will provide the following sponsorship benefits to Academy:**

- Recipient shall place Academy banners on each of the Recipient's fields
- Recipient shall distribute Academy marketing materials when and where applicable. The content to be mutually agreed upon by the Parties.
- Recipient shall schedule a minimum of two (2) league night shopping events. Recipient must provide Academy with at least four (4) weeks advance notice for league night event requests and league night dates are subject to Academy's agreement. Recipient must promote league nights on Recipient's website, social media channels, and any other means applicable to ensure turnout.
- Recipient shall provide proof of performance to include number of participants and pictures of banners on Recipient's fields.

**2. Academy will provide the following to Recipient:**

- \$2,600 payable pursuant to attached Sponsorship Rider
- \$250 Academy Gift Card
- Twenty (20) Dozen of Academy Baseballs
- Fifteen (15) 6 pack of Academy Softballs
- Ten (10) Academy Soccer Balls

**3. Invoicing:**

Recipient shall submit its invoice(s) and W9 for payment processing via email to:  
[Cody.Reid@Academy.com](mailto:Cody.Reid@Academy.com)

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
(RIDER AND SIGNATURE PAGE FOLLOWS)**

This Sponsorship Rider ("**Rider**") is entered into on the Effective Date, as listed in the Sponsorship Summary ("**Summary**") to which it is attached, between Academy, Ltd. d/b/a Academy Sports + Outdoors ("**Academy**"), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas, 77449 and City of East Ridge, Tennessee and its Parks and Recreation Department ("**Recipient**"), a Tennessee Municipality, located at 323 Camp Jordan Parkway, Chattanooga, TN 37412. Academy and Recipient may sometimes be referenced herein individually as "**Party**" or collectively as the "**Parties**".

This Rider is made part of the Sponsorship Summary ("**Summary**") by and between Academy and Recipient to which it is attached. This Rider, agreed to by both Parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Parties' sponsorship agreement, and that this sponsorship agreement consists of the Summary, this Rider, and any Exhibits or Schedules referenced therein (collectively, the "**Agreement**").

1. **PRICING AND INVOICING**. Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within ninety (90) days after Academy's receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.
2. **INSURANCE**. Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker's compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, statement of work, or any event or activity sponsored or promoted by Academy under this Agreement. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES**.
  - 3.1 Each Party warrants, represents, and guarantees to the other that:
    - a. The Party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
    - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, "**Laws**") at all times during the Term of this Agreement; and
    - c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
  - 3.2 Recipient warrants, represents, and guarantees to Academy that:
    - a. Recipient shall, at all times during the term of this Agreement, comply with the provisions of Academy's Vendor Code of Conduct located at <http://vendor.academy.com>.
4. **TERMINATION**. This Agreement may be terminated: (A) for a Party's breach of this Agreement which remains uncured thirty (30) days after receipt of written notice; (B) by Academy for any reason upon thirty (30) days' written notice to Recipient; (C) for a Party's insolvency or bankruptcy not discharged within sixty (60) days following any filing thereof.
5. **FORCE MAJEURE**. In the event of unforeseen circumstances affecting the ability of the Parties to fulfill this Agreement which are not the result of a Party's fault or negligence, the Parties shall, within a commercially reasonable time, enter

into good faith discussions regarding adjustments and/or amendments to this Agreement. If the Parties do not agree, this Agreement shall terminate, and Recipient shall provide to Academy a refund equal to the value of sponsorship benefits Academy has prepaid but not received.

6. **MARKS.** Each Party grants to the other a limited, non-assignable, non-sublicensable, royalty free, non-exclusive license for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively "**Marks**") for the duration of the Term and only as set forth in the Summary. Each Party's use of the Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party's Marks without prior written consent. Each Party agrees that nothing in this Agreement shall give one Party any right, title or interest in the other Party's Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party's Marks.
7. **INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS OWNERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS (EACH A "CLAIM"), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS AGREEMENT; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS AGREEMENT; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS AGREEMENT, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS AGREEMENT.**
8. **LIMITATIONS AND WAIVERS.**
  - 7.1 **DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
  - 7.2 **LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.**
9. **ACKNOWLEDGEMENT.** The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient events or Recipient premises other than that which is specifically provided for in the Agreement. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and/or Recipient premises.



- 10. **ASSIGNMENT.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.
- 11. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Agreement. This Agreement may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Agreement.
- 12. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.
- 13. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Agreement including assets and compensation and other Academy proprietary business information. During and after the Term of this Agreement, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.
- 14. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF TENNESSEE GOVERN THIS AGREEMENT AND ANY DISPUTES RELATED TO THIS AGREEMENT WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS AGREEMENT, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**ACADEMY:**

Academy, Ltd. d/b/a  
Academy Sports + Outdoors  
By: Academy Managing Co., L.L.C.  
Its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RECIPIENT:**

City of East Ridge, Tennessee  
Parks and Recreation Department

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. 3511**

AGENDA MEMORANDUM  
RINGGOLD ROAD MULTI MODAL PROJECT  
Change Order No. 3

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

Talley Construction Company and the City of East Ridge entered into a contract in April 2022 for the construction of the Ringgold Road Multi-Modal Project. During the bidding, pre-con, planning and Phase 1 construction, Chattanooga Gas never indicated that they were planning on relocating their gas lines.

At the February 10, 2023 Progress Meeting on this roadway project Chattanooga Gas informed Talley Construction, ASA Engineering, and the City that they would have to replace the gas line(s) on the north side of Ringgold Road due to conflicts with the storm drainage to be installed. This was the first time Talley, ASA and the City had been made aware of this work. It was understood from the beginning that Chattanooga Gas had no work on this roadway project.

Since Chattanooga Gas failed to relocate their gas line(s) prior to the beginning of the construction, Talley experienced delays in their work schedule, and thus, they are requesting compensation; specifically, for additional costs associated with traffic control, construction layout, and supervisory labor. As Jeff Sikes mentions in his email dated February 2, 2024, copy attached hereto, this utility delay was no fault of Talley Construction, ASA Engineering, or the City, and Chattanooga Gas has been put on notice that the City will seek monetary relief to reimburse the City for their impacts.

Change Order No. 3 in the amount of \$80,973.56 is being sought by Talley Construction for compensation to be paid by the City of East Ridge. As mentioned, the City will seek the recovery of this amount from Chattanooga Gas.

Attachments

JSM/

**RESOLUTION NO. 3511**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO APPROVE  
CHANGE ORDER REQUEST #3 FROM TALLEY  
CONSTRUCTION, INC. IN REGARD TO THE RINGGOLD  
ROAD MULTI-MODAL ROADWAY PROJECT**

**WHEREAS**, in April 2022, Talley Construction, Inc. and the City of East Ridge entered into a contract for the construction of the Ringgold Road Multi-Modal Project; and

**WHEREAS**, on February 10, 2023, Chattanooga Gas informed Talley Construction, ASA Engineering, and the City that they would need to replace the gas lines on the north side of Ringgold Road due to conflicts with the storm drainage to be installed as part of the Multi-Modal Project; and

**WHEREAS**, since Chattanooga Gas failed to relocate their gas line(s) prior to the beginning of the construction of the Multi-Modal Project, Talley Construction Company experienced delays in their work schedule; and

**WHEREAS**, because of the unforeseen work done by Chattanooga Gas, Talley Construction, Inc. is requesting a change to the original scope of work for the purpose of covering additional costs associated with traffic control, construction layout, and supervisory labor; and

**WHEREAS**, the additional cost associated with Change Order Request #3 is an amount not to exceed \$80,973.56; and

**WHEREAS**, the City Council deems the completion of the project, including the additional cost, to be in the best interest of the citizens of East Ridge; however, the City will seek the recovery of this amount from Chattanooga Gas.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Manager is authorized to approve the Change Order Request #3 from Talley Construction, Inc. to cover additional costs necessary to complete the project, due to unforeseen work done by Chattanooga Gas, in an amount not to exceed \$80,973.56.

**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

## Scott J. Miller

---

**From:** Jeffrey Sikes <jsikes@asaengineeringinc.com>  
**Sent:** Friday, February 2, 2024 10:10 AM  
**To:** Scott J. Miller  
**Subject:** FW: Ringgold Road City Council Chattanooga Gas Change Order  
**Attachments:** Ringgold Road City Change Order Form #3.docx

Good morning, Scott. The attached document details the change order necessary to compensate Talley for the utility delays associated with the Chattanooga Gas line conflict on the north side of Ringgold Road. The utility company failed to relocate their line prior to the beginning of construction, which resulted in additional costs for traffic control, construction layout, and supervisory labor. This utility delay is no fault of the contractor, the engineer, or the city and Chattanooga Gas has been put on notice that the City will seek monetary relief to reimburse the City for their impacts.

Please also note that the utility conflicts with both Chattanooga Gas and the WWTa have also cost the City in CEI cost impacts. To date, we have approximately \$250k in CEI change order and will need another \$200k +/- to complete the project if it goes through July. Of the \$450k of CEI overruns, I estimate that \$350k to \$400k is directly attributed to WWTa and Chattanooga Gas utility delays.

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

**Jeff A. Sikes**

Executive Vice-President / Senior Projects Manager

## Asa Engineering & Consulting, Inc.

### Please Note our New Address

201 Cherokee Blvd., Suite 101

Chattanooga, TN 37405

O: 423.805.3700

C: 423.421.1420

This electronic mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the electronic mail to the intended recipient, be advised that you have received this electronic mail in error and that any use, dissemination, forwarding, printing, or copying of this electronic mail is strictly prohibited. If you have received this electronic mail in error, please immediately notify the sender by return mail.

Asa Engineering & Consulting, Inc. makes no warranty of any kind, express or implied, with respect to the attached file(s). The receiver agrees to indemnify, defend and hold harmless Asa, its officers, and employees from and against any and all claims, suits, losses, damages or costs incurred from using said file(s). The receiver assumes all risk and liability for any losses, damages, claims or expenses resulting from the use or possession of said file(s). Official Survey Drawings, Plan Drawings, and/or Design Files are those paper, mylar, or vellum documents produced by Asa which bear the seal(s) and signature(s) of the licensed professional(s).

**From:** Ryan Schroering <rschroering@asaengineeringinc.com>  
**Sent:** Thursday, February 1, 2024 1:57 PM  
**To:** Jeffrey Sikes <jsikes@asaengineeringinc.com>

## Supplemental Agreement and/or Request for Construction

### Change Order Request #3

**Project Title:** US-41 (RINGGOLD RD) FROM KINGWOOD TO MCBRIEN

**Owner:** CITY OF EAST RIDGE

**Address:** 1517 TOMBRAS AVE, EAST RIDGE, TN 37412

**County:** HAMILTON

*Whereas*, we Talley Construction Company Inc. with Western Surety Company, as a Surety, entered into a contract with the City of East Ridge, on April 8, 2022, for the construction be said contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at price(s)scheduled therefore below:

During bidding, pre-con, planning and Phase 1 construction, the Gas Lines were stated to have already been relocated and that relocation efforts had been completed. However on February 1, 2023, it was brought to our attention that the Gas Line Relocation had not been completed on the North Side of the project. A subsequent meeting was held on February 16, 2023 with Chattanooga Gas to discuss the details and duration of the work that was needed. Chattanooga Gas mobilized crews and started work on February 27, 2023.

Due to the work not being completed and not part of the construction plans for this project, Talley Construction have had several impacts during the gas line construction.

As a result of this Change Order, contract time shall:

**Not Change**,       **Increase by** \_\_\_ days,       **Decrease by** \_\_\_ days

Description	Unit	Rate	Quantity	Total
Traffic Control	Day	\$213.88	185	\$ 39,567
Channelizing Flexible Drums	EA	\$33.85	125	\$4,231.25
Construction Layout	LF	\$3.39	4,940	\$16,746.60
General Conditions (Foreman)	Hour	\$99.50	132	\$13,134.00
General Conditions (Super/PM)	Hour	\$110.50	66	\$7,293.00

**CHANGE ORDER TOTAL: \$80,973.56**



AGENDA MEMORANDUM  
CAPITAL BUILDING/PARK INFRASTRUCTURE PROJECTS  
BOND ISSUE, SERIES 2024  
MULTI-PURPOSE PAVILION & CAMP JORDAN PARK

February 22, 2024

Submitted By:

  
\_\_\_\_\_  
J. Scott Miller, City Manager

SUBJECT:

The East Ridge City Council at their regular business meeting of December 14, 2023 adopted Resolution No. 3477; which resolution declared the City's official intent for reimbursement of certain expenditures for a capital building and park infrastructure projects (Multi-Purpose Pavilion and Camp Jordan Park, Phase III).

The City has moved forward with the design phase of the Multi-Purpose Pavilion and the installation of infrastructure improvements to Camp Jordan Park, Phase III. We are now in a position to initiate a bond issue to fund these two (2) projects.

The breakdown and projected costs of these two (2) projects are explained in detail in my email dated November 12, 2023 under the subject of "Financing of Proposed Improvements to Camp Jordan Park and Pavilion."

Attached hereto please find two (2) resolutions authorizing the issuance of General Obligation Bonds of the City of East Ridge, TN in the aggregate principal amount of not to exceed \$8,000,000 in one or more series. The bond issue is to finance the two (2) projects; more specifically detailed in the second whereas clause in the proposed resolution.

Attachments

JSM/

**Scott J. Miller**

---

**From:** Scott J. Miller  
**Sent:** Wednesday, November 1, 2023 3:48 PM  
**To:** Brian Williams; Esther Helton; Jacky Cagle; Andrea Witt; David Tyler  
**Cc:** Shawwna Skiles; Diane Qualls; 'Mark Litchford'  
**Subject:** Financing of Proposed Improvements to Camp Jordan Park and Pavilion

Mayor and City Council –

I want to bring you all up to speed on the financing of the two (2) projects being proposed for development/construction at the present time; being Camp Jordan Park Projects and the construction of a 12,000 square foot pavilion behind City Hall and the Community Center. The breakdown and projected costs of these two (2) projects are as follows:

- Camp Jordan Park – Replacement of field lighting for soccer fields 7 and 8.  
Installation of new field lighting systems for soccer fields 10 and 11.  
Replacement of field lighting systems for the stadium soccer field.  
Installation of a silicone roofing system over the Arena.  
Replacement signage on the front of the Arena.  
Replacement of 2 compressors at the Arena.  
Updates to the restrooms at the Arena and a facelift for the interior of the Arena.  
COST - \$1,500,000
  
- Multi-purpose Pavilion 10,000 square foot facility (ability to seat 500 persons).  
2,000 square feet for restrooms, storage, catering kitchen, mechanical room, and two changing rooms (conference rooms).  
Garage doors around the perimeter of the facility.  
Heat and air conditioning.  
Fireplace.  
COST – \$6,400,000 – Construction cost figured at \$500 square foot x 12,000 SF plus Architect’s fees at \$371,124.30 (6.18% of probable const. cost).

I requested of the Tennessee Municipal Bond Fund a financing proposal for the issuance of a bond in the amount of \$1,500,000 for a period of 20 years for the aforementioned Camp Jordan Park improvements. The Public Building Authority will issue a bond which will be sold as a private placement to a bank, with the proceeds of the sale being used to make a loan to the City. The only rates they were able to obtain were 5.578% and 6.30% locked in for 5 years of the 20-year term. Thereafter, the rate would become variable based on the market.

Diane Qualls and I met with Cumberland Securities (John Werner) on Tuesday, October 31, 2023 to tap him on what financing vehicles he could suggest. This time we proposed an \$8 million bond issue (\$1,500,000 + \$6,500,000) for a period of 20 years. He mentioned that he could secure an issuance at \$8 million for 20 years with a 10-12 year fixed rate (4.75% to 5%) and with a 7 year call feature (could refund the outstanding principle if the market rate is lower). Mr. Werner would package the financial issuance and send it to financial institutions for their proposals.

Whatever direction the City proceeds with in generating \$7.9 million (\$8 million rounded up) for these two (2) projects, the City will most likely incur expenses associated with the projects along the way. Therefore, Mr. Werner recommends that the City adopt a reimbursement resolution at this time. Any expenses incurred by the City will then be reimbursable back to the City when the bond proceeds become available.

Resolution No. \_\_\_\_\_

**INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED EIGHT MILLION DOLLARS (\$8,000,000) GENERAL OBLIGATION BONDS OF THE CITY OF EAST RIDGE, TENNESSEE**

BE IT RESOLVED by the City Council (the "Council") of the City of East Ridge, Tennessee (the "Municipality") that for the purpose of financing, in whole or in part, (i) construction of a multi-purpose enclosed pavilion (approximately 12,000 square feet) to include a parking lot and roadway improvements, public utilities, landscaping, and the acquisition of related equipment and furnishings including lighting, security system, computers and other technological equipment; (ii) enhancement and improvement of the Arena building and the fields/grounds at Camp Jordan Park to include the replacement of field lighting on the soccer fields, compressors, roof, and signage at the Arena, and upgrades to the interior of the Arena to include bathrooms, concession area, interior walls and lighting (the "Projects"); (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds in the aggregate principal amount of not to exceed \$8,000,000, which bonds shall bear interest at a rate or rates not to exceed six percent (6.00%) per annum. The bonds shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council of the City of East Ridge, Tennessee that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$8,000,000 in general obligation bonds to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the general obligation bonds, as above described, such bonds will be issued and delivered as proposed.

Janet Middleton, City Recorder

Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 13. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 14. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 15. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 16. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Duly adopted and approved on February 22, 2024.

---

Brian Williams, Mayor

Attested:

---

Janet Middleton, City Recorder



STATE OF TENNESSEE     )

COUNTY OF HAMILTON    )

I, Janet Middleton, certify that I am the duly qualified and acting City Recorder of the City of East Ridge, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on February 22, 2024; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the issuance of not to exceed \$8,000,000 of the Municipality's General Obligation Bonds.

WITNESS my official signature on February \_\_, 2024.

\_\_\_\_\_  
City Recorder

37185186.3

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF EAST RIDGE, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$8,000,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS**

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of East Ridge, Tennessee (the "Municipality"), by resolution of the City Council, to issue and sell bonds to finance public works; and

WHEREAS, the City Council of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing, in whole or in part, (i) construction of a multi-purpose enclosed pavilion (approximately 12,000 square feet) to include a parking lot and roadway improvements, public utilities, landscaping, and the acquisition of related equipment and furnishings including lighting, security system, computers and other technological equipment; (ii) enhancement and improvement of the Arena building and the fields/grounds at Camp Jordan Park to include the replacement of field lighting on the soccer fields, compressors, roof, and signage at the Arena, and upgrades to the interior of the Arena to include bathrooms, concession area, interior walls and lighting (the "Projects"); (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the City Council of the Municipality adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$8,000,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the City Council of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$8,000,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" means the not to exceed \$8,000,000 General Obligation Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) "DTC" means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) "Governing Body" means the City Council.

(h) "Mayor" shall mean the Mayor of the Municipality.

(i) "Municipal Advisor" for the Bonds authorized herein means Cumberland Securities Company, Inc., Knoxville, Tennessee.

(j) "Projects" means (i) construction of a multi-purpose enclosed pavilion (approximately 12,000 square feet) to include a parking lot and roadway improvements, public utilities, landscaping, and the acquisition of related equipment and furnishings including lighting, security system, computers and other technological equipment; (ii) enhancement and improvement of the Arena building and the fields/grounds at Camp Jordan Park to include the replacement of field lighting on the soccer fields, compressors, roof, and signage at the Arena, and upgrades to the interior of the Arena to include bathrooms, concession area, interior walls and lighting; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; and (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter.

(k) "Registration Agent" means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

### Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the cost of the Projects and costs incident thereto; reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$8,000,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed six percent (6.00%) payable (subject to the adjustments permitted hereunder) semi-annually on June 1 and December 1 in each year, commencing December 1, 2024. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. The Bonds shall mature serially or be subject to mandatory redemption and shall be payable on June 1 of each year, subject to prior optional redemption as hereinafter provided, as established by the Mayor pursuant to Section 8 hereof, provided, that such principal payment schedule shall result in approximately level annual debt service or principal payments in each bond year or calendar year.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds maturing on June 1, 2035 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2034 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption.

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders

that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed or the Registration Agent for the Bonds to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to

the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment included therein completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Recorder.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC

Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.



(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriate completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
COUNTY OF HAMILTON  
CITY OF EAST RIDGE, TENNESSEE  
GENERAL OBLIGATION BOND, SERIES 2024

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of East Ridge, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on December 1, 2024, and semi-annually thereafter on the first day of June and December in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United

States of America by check or draft at the office of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, as registration agent and paying agent (the "Registration Agent"), or such successor office as is designated by the Registration Agent. The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) to the extent permitted by the rules of DTC, the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on June 1, 2035 and thereafter shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2034 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the City Council of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing \_\_\_\_\_ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent in the same manner as is described above for optional redemptions. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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\*Final Maturity

At its option, to be exercised on or before the forty-fifth (45<sup>th</sup>) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall

be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45<sup>th</sup>) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the Municipality to finance the cost of (i) construction of a multi-purpose enclosed pavilion (approximately 12,000 square feet) to include a parking lot and roadway improvements, public utilities, landscaping, and the acquisition of related equipment and furnishings including lighting, security system, computers and other technological equipment; (ii) enhancement and improvement of the Arena building and the fields/grounds at Camp Jordan Park to include the replacement of field lighting on the soccer fields, compressors, roof, and signage at the

Arena, and upgrades to the interior of the Arena to include bathrooms, concession area, interior walls and lighting (the "Projects"); (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to the Projects and incident to the indebtedness described herein; (iv) payment of capitalized interest during construction of the Projects and for up to six months thereafter; and (v) payment of costs incident to the issuance and sale of the Bonds, pursuant to 9-21-101, *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the City Council of the Municipality on February 22, 2024 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Recorder as of the date hereinabove set forth.

CITY OF EAST RIDGE, TENNESSEE

By:           [FORM – DO NOT SIGN]            
Mayor

ATTESTED:

          [FORM – DO NOT SIGN]            
City Recorder

Transferable and payable at the  
Following office of the Registration Agent: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_ (Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_), the within Bond of City of East Ridge, Tennessee, and does hereby irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**NOTICE:** The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
**NOTICE:** Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to the levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than December 1, 2024, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) establish and adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; (B) the final maturity date of each series shall not be later than thirty (30) years from the initial principal payment date; and (C) the debt service on the Bonds shall not result in balloon indebtedness that requires the approval of the Director of Local Government Finance;

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into an engagement letter with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

(h) Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the 2024 Project Fund (the "Project Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Project Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Project Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Project Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Project Fund. Money in the Project Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.



Section 9. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 10. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice); or

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or obligations of any agency or instrumentality of the United States, which obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 11. Federal Tax Matters Related to the Bonds.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. If so issued, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond." To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The Governing Body hereby delegates to the Mayor the authority to designate, and determine whether to designate, the Bonds as "qualified tax-exempt obligations," as defined in Section 265 of the Code, to the extent the Bonds are not deemed designated as such and may be designated as such.

(d) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 12. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the

Adopted and approved this 22<sup>nd</sup> day of February, 2024.

---

Brian Williams, Mayor

ATTEST:

---

Janet Middleton, City Recorder

STATE OF TENNESSEE     )

COUNTY OF HAMILTON    )

I, Janet Middleton, certify that I am the duly qualified and acting City Recorder of the City of East Ridge, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on February 22, 2024; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an initial resolution relating to not to exceed \$8,000,000 General Obligation Bonds of said Municipality.

WITNESS my official signature on this the \_\_\_\_\_ day of February, 2024

\_\_\_\_\_  
City Recorder

37185187.3

AGENDA MEMORANDUM  
Camp Jordan Arena Silicon Roof System

February 22, 2024

Submitted By:

*Shawwna Skiles*

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The City of East Ridge will accept sealed bids for the City's Parks and Recreation for the Silicon Roof System at Camp Jordan. Bids will be received by Janet Middleton, City Recorder at East Ridge City Hall, 1517 Tombras Avenue, East Ridge, TN 37412 until 2:00 pm., Wednesday, February 13, 2024, at which time all bids will be opened. Copies of the bid requirements and specifications may be obtained at East Ridge City Hall, Mon – Fri., 8:00 a.m. – 4:30 p.m., except holidays or at [www.eastridgetn.gov](http://www.eastridgetn.gov).

The Parks and Recreation Department will present bids to the City Council on February 22<sup>nd</sup> for final approval.

SS

AGENDA MEMORANDUM  
SPRING-SUMMER REC UNIFORM BID

February 22, 2024

Submitted By:

*Shawwna Skiles*

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The City of East Ridge will accept sealed bids for the City's Parks and Recreation Spring and Summer 2024 uniforms. Bids will be received by Janet Middleton, City Recorder at East Ridge City Hall, 1517 Tombras Avenue, East Ridge, TN 37412 until 2:00 pm., Wednesday, February 13, 2024, at which time all bids will be opened. Copies of the bid requirements and specifications may be obtained at East Ridge City Hall, Mon – Fri., 8:00 a.m. – 4:30 p.m., except holidays or at [www.eastridgetn.gov](http://www.eastridgetn.gov).

The Parks and Recreation Department will present bids to the City Council on February 22<sup>nd</sup> for final approval.

SS

AGENDA MEMORANDUM  
FY 2023-2024 ROAD RESURFACING PROGRAM

February 22, 2024

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

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

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

Attached hereto please find a listing of streets proposed for the FY 2023-2024 resurfacing program. In many instances only portions, or segments, of the street are scheduled to be milled and resurfaced versus milling and resurfacing the entire street (end to end or intersection to intersection). Following this practice the City is able to mill and resurface additional areas of deteriorated pavement. The probable construction cost has been figured at \$1,719,334.25. Should the bid total come in less than the budgeted amount of \$1,778,000 then Staff will be recommending the addition of a couple of streets to the program.

Sealed bids for the FY 2023-2024 Road Resurfacing Program are scheduled to be publicly opened and read aloud on Tuesday, February 13, 2024. Jeff Sikes and I will review the bid submissions for accuracy and completeness, and we shall have a recommendation for award to the City Council at their regular business meeting of February 22, 2024.

Attachment

JSM/

**RESOLUTION NO. 3445**

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

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

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

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

**WHEREAS**, the street resurfacing program entails:

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

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

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

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



Adopted as of this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Brian W. Williams, Mayor

Attest:

\_\_\_\_\_  
J. Scott Miller, Interim City Manager

Approved as to Form:

\_\_\_\_\_  
Mark W. Litchford, City Attorney

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

**AREA 4**

Sanctuary (State Line to Harris) 500 11 2250 22 1000

**Camp Jordan Emergency Repairs** 50 12 50 12 24

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

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

AGENDA MEMORANDUM  
PROTECTING RESIDENTIAL COMMUNITIES

February 22, 2024

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

The City has over the past year been receiving applications from property owners for rezoning properties, and or lands (vacant and non-vacant), in established single-family residential zoning districts from R-1 to RT-1 and/or C-2/C-3 for the construction of townhomes (multi-family).

In many of the cities that I served over the years, the cities had a comprehensive land use plan that governed growth and development/redevelopment. All of them contained a clause in the text of the document that said something to the nature that “the City shall refrain from rezonings in single-family residential zoning districts to a denser zoning use in an effort to protect the single-family residential character of the community.” Rezoning to a higher density in established single-family residential communities are considered “spot zoning.” The City of East Ridge does not possess a comprehensive land use plan and thus a clause protecting the integrity of the single-family residential district does not exist.

Therefore, I asked City Attorney Mark Litchford to draft a resolution that would make a statement of the elected body that we aspire to protect our established single-family residential neighborhoods and refrain from considering rezoning portions of them to a higher and denser use (multi-family).

Attachment

JSM/

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
EXPRESSING GUIDING PRINCIPLES FOR WHICH THE CITY  
SHOULD CONSIDER IN CONNECTION WITH REZONING  
REQUESTS FOR MULTI-RESIDENTIAL USES**

**WHEREAS**, the East Ridge City Council adopted Ordinance 481 on \_\_\_\_\_ which governs, among other things, the use of land by establishing land use boundaries and classifications districts; and

**WHEREAS**, the provisions of T.C.A. § 13-7-201 *et seq.* authorizes the City Council to regulate within its corporate boundaries the use of land and buildings, the height of buildings, and the density of population; and

**WHEREAS**, zoning and subdivision regulations play a significant role in shaping development patterns within the City; and

**WHEREAS**, the City Council desires to protect its R-1 zoned single-family residential neighborhoods from and against congestion and/or excessive concentration of multi-family developments which increases population and traffic and also erodes against the character of traditional single-family residential neighborhoods; and

**WHEREAS**, the City Council deems it necessary for the public health, morals, and general welfare of its citizens, as well as for the orderly development of the City, to memorialize by resolution the City's desire to recognize the importance of protecting R-1 single family residential districts by ensuring certain general principles are considered in connection with rezoning requests for property classifications that may result in increased intensity of uses and/or population, including multi-family residential uses such as apartments, townhomes, and duplexes; and

**WHEREAS**, this resolution is advisory only, and as such the Council recognizes the principles and standards set forth herein shall be used as a policy tool intended to serve as a decision-making guide for future rezoning requests.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council shall consider the following general guiding principles in connection with rezoning requests for property classifications that may result in increased intensity of uses and/or population, including without limitation multi-family residential uses such as apartments, townhomes, and duplexes:

1. Balancing development opportunities by considering development scale/form that protects adjoining R-1 zoned properties or closely located single family residential communities.
2. Promoting development that will minimize increased traffic impacts and/or incorporate traffic calming measures that meet the community desires.

3. Protecting integrity of established residential communities within the City and supporting any adopted plan recommendations.
4. Facilitating growth of new communities and sectors within the City by creating and coordinating complete, connected, healthy, safe, and attractive developments that protect neighborhoods, infrastructure and the environment.
5. Recognizing the importance of integration between single family residential communities and higher intensity land uses to the economic and cultural vitality of the entire City.
6. Addressing the impact on existing development patterns and whether the impact meets or negatively affects the lifestyle needs of current and future residents.
7. Maintaining safe, walkable, and attractive urban environments that promote community, accessibility, and a high quality of life for all residents.
8. Improving the appearance and control impacts of new developments and evaluate re-use of vacant or abandoned structures where possible to accommodate new development desires.
9. Coordinating development efforts to enable controlled access to right of ways and avoiding excessive congestion and dangerous traffic patterns.

**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 \_\_\_\_\_ of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Brian W. Williams, Mayor

ATTEST:

\_\_\_\_\_  
J. Scott Miller, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark W. Litchford, City Attorney