

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

**August 12, 2021
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes – July 22, 2021
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
9. New Business:
 - A. **ORDINANCE NO. 1150** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO SET THE PROPERTY TAX RATE ABOVE THE CERTIFIED TAX RATE (1st reading)
 - B. **RESOLUTION NO. 3175** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING PHOTOGRAPHY BIDS FOR THE 2020 – 2021 SPORTS SEASON
 - C. **RESOLUTION NO. 3176** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ TO THE EAST RIDGE PLANNING COMMISSION (Mayor Williams)
 - D. **RESOLUTION NO. 3177** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ TO THE EAST RIDGE HOUSING COMMISSION (Vice Mayor Chauncey)
 - E. **RESOLUTION NO. 3178** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ TO THE EAST RIDGE HOUSING COMMISSION (Councilmember Cagle)

- F. **RESOLUTION NO. 3179** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A TURFCO CR-8 WIDE SPIN TOP DRESSER FROM LADD’S OF MEMPHIS USING THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #66045, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)
- G. **RESOLUTION NO. 3180** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PYRO SHOWS, INC. FOR A FIREWORKS DISPLAY FOR THE CITY’S CENTENNIAL
- H. **RESOLUTION NO. 3181** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND USE OF THE CAMP JORDAN RV PARK AND CAMPGROUND
- I. **RESOLUTION NO. 3182** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE AGREEMENT WITH COMPASS AUCTIONS & REAL ESTATE FOR SELLING SURPLUS PROPERTY
- J. **RESOLUTION NO. 3183** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE AGREEMENT WITH CHATTANOOGA RED WOLVES ACADEMY (CWRA) FOR CAMP JORDAN SOCCER FIELD UTILIZATION AND PROGRAMMING
- K. Discussion of Tentative Agenda Items for the August 26, 2021 Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA ITEMS
FOR AUGUST 26, 2021**

3. B. Dana Howe and David Tyler – Discussion of Centennial Celebration

8. **Old Business:**
 - A. **PUBLIC HEARING FOR ORDINANCE NO. 1150**– Certified Tax Rate Ordinance

 - B. **ORDINANCE NO. 1150** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO SET THE PROPERTY TAX RATE ABOVE THE CERTIFIED TAX RATE (2nd and final reading)

9. **New Business:**
 - A. **RESOLUTION NO. ____** - RFP for Sanitation Disposal Services

 - B. **RESOLUTION NO. ____** - RFQ for Engineering Services

 - C. **RESOLUTION NO. ____** - Appointment to Planning Commission (Mayor Williams)

 - D. **RESOLUTION NO. ____** - Appointment to Zoning Appeals Board (Vice Mayor Chauncey)

 - E. **RESOLUTION NO. ____** - Annual Bids for Street Department Materials

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

**July 22, 2021
6:00 pm**

The East Ridge City Council met pursuant to notice on July 22, 2021, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

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

Present were: Mayor Williams, Vice Mayor Chauncey, Councilmember Cagle, Councilmember Helton, Councilmember Witt, City Manager Dorsey, City Attorney Litchford, and City Recorder Middleton.

Approval of Minutes – July 8, 2021 – Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve the minutes. The vote was unanimous. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Witt thanked the volunteers who are helping with the 100-year celebration.

Councilmember Helton and Vice Mayor Chauncey had nothing at this time.

Councilmember Cagle asked about the issue he brought up in the last meeting about the street cuts on N. Smith Street. Codes Enforcement Officer McAllister stated the Chief Building Official Howell contacted Street Supervisor Vaughn to follow up on this and get the street cut contracts updated.

Mayor Williams discussed the following:

- He also thanked the volunteers who are helping with the Centennial Celebration.
- July 30-August 1, 2021 – Balloon glow at Camp Jordan Park with tethered rides
- September 25, 2021 – Centennial Celebration to honor our history, celebrate progress and honor our future. The committee has done well in getting support.

Communication from City Manager:

- Mr. Dorsey stated the Centennial will have bands, crafts, food trucks, and fireworks.
- We advertised a Request for Proposals for solid waste disposal services. Currently, we take our trucks to the Allied Waste transfer station.
- We are also doing a Request for Qualifications regarding roadway access to the Red Wolves development.
- Mr. Dorsey discussed a request to purchase radios from a Homeland Security grant from 2019. He stated we still have \$15,000 left from a grant. Chief Williams stated Council

approved the amount of \$15,000 and they went over the amount by \$13, plus it was approved in a different budget year. This was added to the end of New Business as Item D.

Old Business:

Discuss/Take Action on Dog Park – Vice Mayor Chauncey stated he reached out to the Dog Park Dash grant people and explained to them about the alternate site. He would like to table this until the next council meeting. Councilmember Witt asked if there is a timeline for the grant. Codes Enforcement Officer McAllister stated we are waiting on the presentation and then we have one full year. Councilmember Cagle made a motion, seconded by Councilmember Helton, to leave this item on the table. The vote was unanimous. Motion approved.

New Business:

RESOLUTION NO. 3171 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE APPOINTMENT OF _____ BY COUNCILMEMBER HELTON TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE PERSONNEL BOARD (Councilmember Helton) – City Attorney Litchford read on caption. Councilmember Helton appointed Carol Grohn. The vote was unanimous. Motion approved.

RESOLUTION NO. 3172 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE ADOPTION OF THE LOCAL PROGRAMS PROCUREMENT POLICY – City Attorney Litchford read on caption. Finance Director Qualls stated the City must adopt the TDOT Local Programs procurement policy in order to process grant reimbursements from the state. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3172. The vote was unanimous. Motion approved.

RESOLUTION NO. 3173 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING AN AGREEMENT WITH HAMILTON COUNTY REGARDING AMBULANCE MEDICAL SERVICES – City Attorney Litchford read on caption. Mr. Litchford has drafted an agreement with a four-year term, with the City paying \$170,000 per year for a total of \$680,000 over four years. This amount is based on population at \$8.00 per person. After four years, the City could renew under Section 4 of the agreement. He has spoken with Neill Sutherland, Assistant County Attorney, and she said under Section 2, we would not have to pay for the incentives under Section 4. Mr. Litchford stated that Councilmember Cagle would like to clarify Section 2 that any renewal would not include the incentives in Section 4; it would only be for the services. Councilmember Cagle made a motion, seconded by Councilmember Helton, to approve but to include an amendment in section 2 clarifying the renewal would be for services and that it would not include renewal of Section 4A incentives. Mr. Litchford will submit that clarification to Ms. Sutherland consistent with the motion. City Manager Dorsey asked if this would have to go back to the County for another vote, because there would not be enough time. Mr. Litchford stated that Ms. Sutherland told him the incentives are not part of the renewal. Mr. Dorsey also

stated that in Section 4A, the agreement states we would pay \$170,000 over four years, but the intent is for the City to pay \$170,000 each year for four years. The vote was unanimous. Motion approved.

Additional Item:

Purchase of radios – This item was added during the Communication from City Manager. It was assigned **Resolution 3174**. The amount to purchase the radios is \$15,013.43. Councilmember Cagle made a motion, seconded by Councilmember Helton, to approve Resolution No. 3174. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the August 12, 2021 Council Meeting (see Attachment A)

- **Dana Howe and David Tyler – Discussion of Centennial Celebration** – Mr. Dorsey stated Ms. Howe and Mr. Tyler will be here to discuss and promote the centennial.
- **Old Business:**
- **New Business:**
 - **RESOLUTION NO. ____ - Bids for Sports Photography (open on August 3rd)** - Director Wilson stated we will open bids on August 3, 2021 with a recommendation to Council on August 12, 2021.
 - **RESOLUTION NO. ____ - Annual Bids for Street Department Materials (open on August 3rd)** – City Manager Dorsey stated we bid these materials out every year and pricing is good for one year.
 - **RESOLUTION NO. ____ - Appointment to Planning Commission (Mayor Williams)**
 - **RESOLUTION NO. ____ - Appointment to Housing Commission (Vice Mayor Chauncey)**
 - **RESOLUTION NO. ____ - Appointment to Housing Commission (Councilmember Cagle)**

City Attorney Litchford stated that previously, all the Housing Commission members were appointed at the same time without staggering the terms, even though they should have been. With the last appointments, staggered terms were set up for one, two, and three-year terms initially, with three-year terms when appointments were due. Kenneth Rogers and Lynda Stephens terms were for only two years.

- City Manager Dorsey stated he is tired of tractor trailers getting stuck in the tunnel. He has sent emails to TDOT regarding this issue, but has not heard back from them. The

City Manager stated there is a sign that says no trucks over 11 feet, but it has been laying in the grass for over a month. He stated it takes the City's time to respond when trucks get stuck. Mayor Williams asked is something could be done with directional apps to stop their navigation. Mr. Dorsey stated there is a truck app, but it is expensive. Chief Allen stated there is a fine for a traffic control device violation, but they would go to court for the Judge to decide. He also stated we could possibly contact the Tennessee Highway Patrol to see if they could do more than a sign violation.

Being no further business, the meeting was adjourned.

ORDINANCE NO. 1150

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE,
TENNESSEE, TO SET THE PROPERTY TAX RATE ABOVE THE CERTIFIED
TAX RATE**

WHEREAS, every four years, cities and counties undergo property reappraisals pursuant to state statutes found in *Tennessee Code Annotated* § 67-5-1601 et seq.; and

WHEREAS, the process of reappraisal is intended to keep property tax assessments stable even though property values may increase; and

WHEREAS, this year was a reappraisal year for the City of East Ridge; and

WHEREAS, the state determined that the new certified tax rate (\$0.9929) is lower than the current tax rate of \$1.3381; and

WHEREAS, the state requires cities that want to exceed the certified tax rate do so by holding a public hearing and adopting an ordinance; and

WHEREAS, the City of East Ridge desires to comply with state statutes and regulations set by the board of equalization.

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

SECTION 1. That after holding a public hearing on August 26, 2021 to allow the public to comment on the raising of the certified tax rate from \$0.9929 to \$1.25; the new rate is set at \$x.xx.

SECTION 2. This ordinance shall become effective upon final passage, the public welfare requiring it.

Passed 1st reading _____, 20__

Passed 2nd reading _____, 20__

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3175



*323 Camp Jordan Parkway
East Ridge, TN 37412
(423) 490-0078*

MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Adam Wilson, Parks and Recreation Director

SUBJECT: Bids for Sports Photography Commission: 2021 – 2022 Athletic Season

DATE: August 4, 2021

Bids for Sports Photography for the 2021 – 2022 Athletic Season were opened on August 3, 2021 at 2:30 pm. One (1) qualified bid was received.

School Days Photography, Inc. has agreed to pay the City of East Ridge **30%** commission of gross picture sales.

Staff recommends awarding School Days Photography, Inc. the Sports Photography Commission bid for the 2021 – 2022 Athletic Season.

RESOLUTION NO. 3175

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE APPROVING
PHOTOGRAPHY BIDS FOR THE 2020 – 2021 SPORTS
SEASON**

WHEREAS, on July 21, 2021, the City of East Ridge issued a request for bids for photography services for the 2021 - 2022 sports season; and

WHEREAS, sealed bids were opened and publicly read on August 3, 2021, beginning at 2:30 pm. at East Ridge City Hall; and,

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

WHEREAS, after review of the bids, City staff recommends the bid for sports photography be awarded to School Days Photography, Inc. in the amount of 30% return in gross sales to the City for team and individual pictures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the bid for photography services for the 2020 – 2021 sports season be awarded to School Days Photography, Inc. in the amount of 30% return in gross sales to the City for team and individual pictures.

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 _____, 2021

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved to Form:

Mark W. Litchford, City Attorney



City of East Ridge

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

Office of the City Recorder

RESOLUTION NO. 3176

AGENDA MEMO

TO: Mayor and Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: Planning Commission Appointment

DATE: August 6, 2021

The following Planning Commission term will expire on August 24, 2021:

| Dana Howe | Mayor Williams | 8/25/18 – 8/24/21 |
|-----------|----------------|-------------------|
| | | |

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3176

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
APPROVING THE APPOINTMENT OF
_____ TO THE EAST RIDGE
PLANNING COMMISSION**

WHEREAS, the East Ridge Planning Commission fulfills an important role by hearing and considering rezoning cases and then submitting them to the City Council for final approval; and

WHEREAS, the Mayor appoints certain of the citizens to the City of East Ridge Planning Commission in accordance with Title 14 of the East Ridge City Code, Chapter 1, Section 14-101, as amended by Ordinance No. 1063; and

WHEREAS, the term of Dana Howe is set to expire on August 24, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee, hereby approves the appointment of _____ by Mayor Williams to the East Ridge Planning Commission for the term August 25, 2021 – August 24, 2024.

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

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

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Office of the City Recorder

RESOLUTION NO. 3177 & 3178

AGENDA MEMO

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: HOUSING COMMISSION APPOINTMENTS

DATE: August 6, 2021

The following Housing Commission terms will expire on August 24, 2021:

| | | |
|----------------|---------------------|-------------------|
| Lynda Stephens | Vice Mayor Chauncey | 8/25/19 – 8/24/21 |
| | | |
| Kenneth Rogers | Councilmember Cagle | 8/25/19 – 8/24/21 |
| | | |

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3177

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
APPROVING THE APPOINTMENT OF
_____ TO THE EAST RIDGE
HOUSING COMMISSION**

WHEREAS, the City of East Ridge has established the East Ridge Housing Commission, pursuant to City Code Section 13-303; and

WHEREAS, the East Ridge Housing Commission fulfills an important statutory role with regard to the adjudication of various housing issues arising in the City; and

WHEREAS, the term of Lynda Stephens is set to expire on August 24, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee, hereby approves the appointment of _____ by Vice Mayor Chauncey to the East Ridge Housing Commission for the term August 25, 2021 – August 24, 2024.

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

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3178

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
APPROVING THE APPOINTMENT OF
_____ TO THE EAST RIDGE
HOUSING COMMISSION**

WHEREAS, the City of East Ridge has established the East Ridge Housing Commission, pursuant to City Code Section 13-303; and

WHEREAS, the East Ridge Housing Commission fulfills an important statutory role with regard to the adjudication of various housing issues arising in the City; and

WHEREAS, the term of Kenneth Rogers is set to expire on August 24, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee, hereby approves the appointment of _____ by Councilmember Cagle to the East Ridge Housing Commission for the term August 25, 2021 – August 24, 2024.

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

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

323 Camp Jordan Parkway
East Ridge, Tennessee 37412
(423)490-0078 • www.eastridgetn.gov

PARKS and RECREATION

RESOLUTION NO. 3179



323 Camp Jordan Parkway
East Ridge, TN 37412
(423) 490-0078

MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Adam Wilson, Parks and Recreation Director

SUBJECT: Equipment Purchase – Turfco CR-8 Wide Spin Top Dresser

DATE: July 22, 2021

The Parks and Recreation Department requests approval to purchase a Turfco CR-8 Wide Spin Top Dresser from Ladd's of Memphis, TN using TN state contract # 66045 in the amount of \$14,713.20. The current top dresser used in the Parks and Recreation Department is approximately 20 years old. This piece of equipment will be used to spread sand on all athletic fields at Camp Jordan. See attached specifications and quote.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A TURFCO CR-8 WIDE SPIN TOP DRESSER FROM LADD'S OF MEMPHIS USING THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #66045, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, the City of East Ridge Parks and Recreation Department is in need of a new top dresser for spreading sand on all athletic fields; and

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

WHEREAS, the statewide contract price for a Turfco CR-8 Wide Spin Top Dresser from Ladd's of Memphis is \$14,713.20.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to purchase, and execute all documents necessary to purchase, a Turfco CR-8 Wide Spin Top Dresser for the Parks and Recreation Department from Ladd's of Memphis in the amount of \$14,713.20, through the Department of General Services Statewide Contract Listing #66045, pursuant to TCA 12-3-1201(b).

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 _____, 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



PROPOSAL

6881 APPLING FARMS PARKWAY
 MEMPHIS TENNESSEE 38133
jrumph@bobladd.com

Quotation To: City of East Ridge

Date: 7/21/2021

Reference Turf Equipment

ATTN: Adam Wilson

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION

| Quantity | Equipment Specifications | Price Ea. | Total |
|----------|--|-----------|--------------|
| 1 | <p>Turfco CR-8 Wide Spin Top Dresser 1.8 cubic yard capacity, self cleaning galvanized hopper, patented wide spin technology, 3 position switch for conveyor & attachments, adjustable spinner angle, up to 40' spreading width, hydraulic powered, 3 year warranty.</p> <p>TN State Contract# 66045</p> <p>* Price does not include any applicable taxes.</p> | | \$ 14,713.20 |

TERMS **F.O.B** **DELIVERY**

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

ACCEPTED: _____
 Company _____
 By _____
 Title _____
 Date _____

Yours Very Truly,

Jeff Rumph

LADD'S

CR-8 TOPDRESSER & MATERIAL HANDLER









City of East Ridge

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

RESOLUTION NO. 3180

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Pyro Shows Fireworks Contract

DATE: August 6, 2021

Attached is the contract for Pyro Shows to handle the fireworks display for the Centennial Celebration on September 25, 2021. The total amount is \$10,000.00.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PYRO SHOWS, INC. FOR A FIREWORKS DISPLAY FOR THE CITY'S CENTENNIAL

WHEREAS, the City of East Ridge turned 100 years old in April 2021; and

WHEREAS, the City will be hosting a Centennial Celebration to commemorate the milestone on September 25, 2021; and

WHEREAS, as part of the celebration, the City would like to enter into an agreement with Pyro Shows, Inc. to provide a fireworks display; and

WHEREAS, the amount to be paid to Pyro Shows, Inc. for the fireworks display will be \$10,000 with details set forth in the attached Contract Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorizes the Mayor to enter into an agreement with Pyro Shows, Inc. to provide a fireworks display at the City's Centennial Celebration on September 25, 2021, for the amount of \$10,000.

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

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Contract Agreement

This Agreement made this 3rd day of August, 2021, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF EAST RIDGE** with its principle place of business located at 1517 Tombras Avenue, East Ridge, in the State of Tennessee, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as **"Show"**, pursuant to the project/sales order #21-TN-09-25-C-10000-000500 dated this 3rd day of August, 2021. The Show will be given on the 25th day of September, 2021. Rain date/postponement date: day of , .
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify Pyro Shows no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

- IX. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. **PAYMENT TERMS:** CITY OF EAST RIDGE shall pay PYRO SHOWS \$10,000.00 plus applicable taxes in the amount of \$0.00 for a grand total of \$10,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$5,000.00) upon return of signed contract by September 3, 2021. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.
 All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
 Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
 Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.





City of East Ridge

323 Camp Jordan Parkway
East Ridge, Tennessee 37412
(423)490-0078 • www.eastridgetn.gov

RESOLUTION NO. 3181

PARKS and RECREATION



323 Camp Jordan Parkway
East Ridge, TN 37412
(423) 490-0078

MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Adam Wilson, Parks and Recreation Director

SUBJECT: RV Campground – Camp Jordan

DATE: July 30, 2021

Due to the rapid popularity of Recreational Vehicle (RV) Camping all across the country and the lack of availability at existing campgrounds, staff is respectfully requesting council to amend resolutions 2917 (03-28-19) and 2731 (12-14-17) which restricts the number of camping sites that can be rented within the RV Campground at Camp Jordan Park. Staff specifically recommends amending the existing language which reads, “the City Council of the City of East Ridge is hereby authorized to close Sections 2 and 3 of the RV Park and Campground and continue to operate Section 1” to “the City Council of the City of East Ridge hereby authorizes the Parks and Recreation Department to operate the RV Campground on Fridays, Saturdays and Sundays or for specific special events such as athletic tournaments, festivals / fairs, arena trade shows or concerts.” Lastly, staff advises that all damaged water lines within the RV Campground have been turned off; however, many campers still desire to rent these spaces at a reduced rate knowing electricity hookups are the only utility available.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3181

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND USE OF THE CAMP JORDAN RV PARK AND CAMPGROUND

WHEREAS, the Camp Jordan RV Park and Campground has operated within Camp Jordan Park for over 20 years ; and

WHEREAS, over the last several years, the RV Park and Campground has incurred a great deal of expense which has far outweighed the income generated from the RV Park and Campground; and

WHEREAS, on December 14, 2017, pursuant to Resolution No. 2731, the East Ridge City Council voted to authorize the Parks & Recreation Department to close the RV Park and Campground if deemed by the Department to be warranted; and

WHEREAS, since that time, staff continually had to deal with significant water leaks in Sections 2 and 3 of the RV Park and Campground; and

WHEREAS, on March 28, 2019, pursuant to Resolution No. 2917, the East Ridge City Council voted to authorize the Parks & Recreation Department to close Sections 2 and 3 of the RV Park; and

WHEREAS, staff is now recommending that the City allow utilization of Sections 2 and 3 of the RV Park and Campground with only electric utilities available for use only during specific special events which will avoid incurring future costs associated with the damaged utilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the City is hereby authorized to allow utilization of Sections 2 and 3 of the RV Park and Campground with electric utilities only for use only during specific special events.

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 _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ❖ East Ridge, TN 37412

Police Administration
(423) 867-3718
Fax (423) 867-9418

Stan Allen
Chief of Police

RESOLUTION NO. 3182

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: Contract with Compass Auctions

DATE: August 5, 2021

The Police Department is requesting that the city enter into a contract with Compass Auctions to sell surplus property and property awarded to the Police Department by the State of Tennessee after confiscation hearings. The Compass Auction fee will be equal to 10% of the sold item's sale price.

RESOLUTION NO. 3182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE THE AGREEMENT WITH COMPASS AUCTIONS & REAL ESTATE FOR SELLING SURPLUS PROPERTY

WHEREAS, the City of East Ridge occasionally has surplus property which needs to be sold; and

WHEREAS, Compass Auctions & Real Estate is one conduit which the City can use to sell the surplus items; and

WHEREAS, the Police Department plans to use Compass Auctions to sell surplus property and property awarded to the Police Department by the State of Tennessee after confiscation hearings; and

WHEREAS, the fee for services rendered will be equal to 10% of the sold item's sale price.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the City Manager or his designee is hereby authorized to execute all documents necessary for the agreement with Compass Auctions & Real Estate.

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 _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



3114 Freeman Street, Chattanooga, TN. 37343
423-702-6180 Auction Firm #5678

AGREEMENT

THIS AGREEMENT is entered into this 9th day of August, 2021, by and between **Compass Auctions & Real Estate, LLC** (Auctioneer) and, The East Ridge, TN Police Department and/or The City of East Ridge, TN Phone # 423-867-3718 (Seller).

The Auctioneer and Seller will collectively hereafter be referred to as the (Parties). In consideration of the mutual promises, covenants, and agreements as set forth herein, the Parties agree as follows:

1. Seller does hereby grant the Auctioneer a right of sale of the mutually agreed upon Seller's Assets/Personal Property, and the Seller hereby authorizes the Auctioneer to sell said Assets/Personal Property by Public Auction and conditions as set forth herein.

The mutually agreed upon Assets/Personal Property is described as Seized or Confiscated Assets to include but not be limited to Firearms, Vehicles, Equipment, Collectables, Real Estate and/or any other asset or property that is controlled by the East Ridge, TN Police Department or The City of East Ridge, TN. The assets or property may also include non-current inventory and/or any asset(s) acquired or legally owned by The East Ridge, TN Police Department and/or The City of East Ridge, TN.

The Seller's grant of this right of sale of the Seller's Assets/Personal Property shall extend from the date of this agreement until the Seller's Assets/Personal Property is sold at Public Auction.

2. Subsequent to the Parties mutual identification of Seller's Assets/Personal Property, Seller agrees to turn over to the Auctioneer such Assets/Personal Property to be sold in a Public Auction, and the Parties further agrees that after the advertising inventory is taken no item and/or items will be sold or withdrawn by Seller for the time period set forth in Paragraph 5 hereof. If the Auction with respect to an item and/or items is cancelled for any reason by the Seller, Seller agrees to reimburse Compass Auctions & Real Estate LLC for any out of pocket expenses as to such item and/or items along with a commission of Ten Percent (10%) based on mutually agreed upon value.. Compass Auctions & Real Estate LLC's cataloging, systems, buyer information, Auction concepts and Auction marketing are proprietary to Compass Auctions & Real Estate LLC and are not to be copied, dispersed, duplicated or otherwise used in any way without the express written consent of Compass Auctions & Real Estate LLC.
3. Seller hereby represents to the Auctioneer that the title to the Seller's Assets/Personal Property is marketable. The Seller represents that they have the full power and authority to enter into this Agreement. The Seller has the full right and authority to transfer title to any duly authorized buyer, and the Seller further warrants and represents that there are no liens and/or encumbrances, secured or unsecured, against the Seller's Assets/Personal Property to be sold.
4. This Agreement implies no warranties and Seller expressly disclaims any and all express or implied warranties, including without limitation warranties of merchantability or of fitness for a particular purpose

as to Seller's Assets/Personal Property that are being delivered to Auctioneer for auction sale. Further, any Seller's Assets/Personal Property that is being transferred and made available for auction is transferred and made available "as is" and "where is" without any warranties.

5. Auctioneer agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing and conducting the sale of Seller's Assets/Personal Property, all in a manner designed to maximize the sale price to the Seller. The Auctioneer is not responsible for disruption or delay of sale due to any actions instituted by the Seller and/or Seller's secured or unsecured creditors. The Auctioneer shall have the sole discretion as to when Seller's Assets/Personal Property is sold; provided, however, such Seller's Assets/Personal Property shall be sold not later than one hundred eighty (180) days after coming into possession of Auctioneer. To the extent Auctioneer is unable to sell any Seller's Assets/Personal Property prior to 180 days as provided herein, Seller shall be entitled to demand the return of such Seller's Assets/Personal Property without any cost or expense.
6. With respect to any of the mutually agreed upon Seller's Assets/Personal Property that successfully sells at auction, Seller agrees that Auctioneer's commission shall be 10% of the gross selling price of such sold Seller's Assets/Personal Property ("Auctioneer's Commission"). Auctioneer is entitled to collect and receive the Auctioneer's Commission before disbursing any proceeds to Seller.
7. Seller agrees to pay all out of pocket costs that are mutually agreed upon in writing which may include but not be limited to the following:

Marketing: Charges, if any, to be mutually agreed upon and approved in writing or via digital communication (email) before services are rendered.

Labor: Charges, if any, to be mutually agreed upon and approved in writing or via digital communication (email) before services are rendered.

Maintenance/Repairs/Detailing: Charges, if any, to be mutually agreed upon and approved in writing or via digital communication (email) before services are rendered.

8. Auctioneer agrees to deduct the mutually agreed upon out of pocket costs from the gross selling price of the Seller's Assets/Personal Property. The Auctioneer further agrees to turn the net auction sale proceeds over to the Seller after 10 working days and before 20 days have expired, along with the auction sale records and receipts.
9. Auctioneer shall charge to, and shall be paid by each buyer, a buyer's premium percentage of the selling price of items purchased at the Public Auction. The auctioneer shall retain the entire buyer's premiums.
10. Seller acknowledges that the Auctioneer and/or his agents cannot accurately predict the price that the Property will bring at Public Auction. The Seller further acknowledges that the Auctioneer, its officers, directors, employees, agents, successors, and/or assigns have not made any such assurances of price to the Seller or his agents. All Property will be sold to the highest bidder without any representations or warranties. Seller agrees that payment from Auctioneer will be made upon complete receipt of payment from buyer.
11. Seller's Assets/Personal Property shall remain titled to Seller and title shall not pass to Auctioneer by virtue of this Agreement and shall not be considered assets of Auctioneer for purposes of security or collateral. Additionally, Auctioneer agrees that it shall not encumber or otherwise use Seller's Assets/Personal Property as collateral in any manner whatsoever and shall not allow Seller's Assets/Personal Property to be subject to capture or collection by any creditor of Auctioneer.
12. Seller acknowledges that Seller's Assets/Personal Property are not considered sold if the Auctioneer, its officers, directors, employees, agents, successors and/or assigns do not receive full payment in good funds. The Seller shall remain responsible for any and all loss or damage that may occur to the Seller's Assets/Personal Property until it is sold, except for gross negligence of the Auctioneer.

13. This agreement is a binding contract between the Seller and the Auctioneer. Seller acknowledges that the Auctioneer has advised the Seller that this document has important legal consequences and has recommended consultation with legal, tax or other counsel, before signing this contract. This agreement shall be binding upon the heirs, successors, personal representatives and assigns of the undersigned parties. The Parties agree that any litigation or dispute, concerning the enforcement of this Agreement shall be brought in the State of Tennessee, Hamilton County and that Tennessee law shall control.

14. The Auctioneer is Seller's Agent Only and the only relationship between the Parties pursuant to this Agreement is that of independent contractor. No provision of this Agreement shall be construed to (i) constitute the Parties as partners, joint venturers or participants in a joint undertaking, or (ii) give any Party the power to direct and control the day-to-day activities of the other. Further, no employees of any Party shall be deemed or treated as employees of another Party, and each Party shall be solely responsible for any and all payroll, employment and related taxes, and withholding applicable to its own employees.

15. The term of this Agreement shall commence on the date set forth above and terminate immediately upon written notice by either Party hereto. Any termination or expiration of this Agreement shall be without prejudice to any right which shall have accrued to the benefit of any Party and shall not relieve any Party of any obligation which has accrued prior to the effective date of such termination or expiration (including, without limitation, any credits and/or allowances in accordance with the provisions of this Agreement), which obligations shall remain in full force and effect for the period provided therein. Upon any termination or expiration of this Agreement in accordance with the provisions hereof, Auctioneer shall be permitted to sell all remaining Seller's Assets/Personal Property in its possession for the remainder of time as set forth in Paragraph 5 hereof. Upon the expiration of the time period set forth in Paragraph 5 hereof, Seller shall, at its expense, promptly make arrangements to pick up any non-sold Seller's Assets/Personal Property remaining in Auctioneer's possession.

AUCTIONEER:

Compass Auctions & Real Estate, LLC.

BY: _____

SELLER: CITY OF EAST RIDGE, TENNESSEE

BY: _____

Title: _____

Additional Information

Final Settlement Funds will be made to:
(Official Name)

City of East Ridge

Settlement Funds will be made by:

- Check (provide mailing address)
- Bank Wire (provide wiring instructions)
- ACH/Direct Deposit (provide deposit information)

Additional Information:
(mailing address, bankwire or deposit information)

East Ridge Police Department

4214 Ringgold Road

East Ridge, TN 37412

Note: Any changes to the selected manner of payment after contract is executed may require a notarized letter and/or verification of identity and any additional requirements that Compass Auctions & Real Estate LLC. states is required in order to approve a change of funds settlement designation.

X _____



City of East Ridge

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

RESOLUTION NO. 3183

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Agreement with Chattanooga Red Wolves Academy for Camp Jordan Soccer Field Utilization and Programming

DATE: August 10, 2021

Mayor and Council,

The City of East Ridge solicited Requests for Proposals for the above, and the Council approved the proposal by the Chattanooga Red Wolves Academy at the July 22, 2021 meeting. The agreement runs for 5 years and is automatically renewable. Summary is below:

Compensation

\$300,000 minimum investment- field use 5-year term
9 fields= \$6,667/field/year

CIP

Playing Surface enhancements \$5,000/yr.
\$10,000 in year 1 for lawn mowing upgrade/other equipment

Assume responsibility and operate the recreational soccer league

Public/Private partnership for field enhancements/improvements- also bring in turf specialist

East Ridge Schools to use fields for home games.

Other pieces of the proposal are included, all of which will help transform the Camp Jordan Soccer fields into a championship caliber facility.

Respectfully,

Chris Dorsey

RESOLUTION NO. 3183

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE, TO
APPROVE THE AGREEMENT WITH
CHATTANOOGA RED WOLVES ACADEMY
(CWRA) FOR CAMP JORDAN SOCCER FIELD
UTILIZATION AND PROGRAMMING**

WHEREAS, the City of East Ridge solicited Requests for Proposals for Camp Jordan Soccer Field Utilization and Programming; and

WHEREAS, the City Council voted to accept the Proposal from CWRA on July 22, 2021; and

WHEREAS, an agreement with CWRA has been drafted and is being presented to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the attached agreement with the Chattanooga Red Wolves Academy be and is hereby approved.

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

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



City of East Ridge

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

Office of the City Recorder

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: PLANNING COMMISSION APPOINTMENT

DATE: August 6, 2021

The term of Mr. Mickey Spence is set to expire on August 24, 2023; however, Mr. Spence has turned in his resignation from the Planning Commission. Mayor Williams will need to appoint a new member to fill this unexpired term.

| | | |
|---------------|----------------|-------------------|
| Mickey Spence | Mayor Williams | 8/25/20 – 8/24/23 |
|---------------|----------------|-------------------|

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager



City of East Ridge

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

Office of the City Recorder

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: ZONING APPEALS BOARD APPOINTMENT

DATE: August 6, 2021

The term of Mr. Mickey Spence is set to expire on April 8, 2022; however, Mr. Spence has turned in his resignation from the Zoning Appeals Board. Vice Mayor Chauncey will need to appoint a new member to fill this unexpired term.

| | | |
|---------------|---------------------|-----------------|
| Mickey Spence | Vice Mayor Chauncey | 4/9/19 – 4/8/22 |
|---------------|---------------------|-----------------|

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager