

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

**August 26, 2021
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Dana Howe and David Tyler – Discussion of Centennial Celebration
4. Consent Agenda:
 - A. Approval of Minutes August 12, 2021 Council Meeting
 - B. Declaration of Surplus Property
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
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)
 - C. **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 (tabled 8/12/21)
 - D. Discuss/Take Action on Dog Park (tabled 8/12/21)
9. New Business:
 - A. **RESOLUTION NO. 3184** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ BY MAYOR WILLIAMS TO THE EAST RIDGE PLANNING COMMISSION TO FILL THE UNEXPIRED TERM OF MICKEY SPENCE (Mayor Williams)

- B. **RESOLUTION NO. 3185** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ BY VICE MAYOR CHAUNCEY TO THE EAST RIDGE BOARD OF ZONING APPEALS TO FILL THE UNEXPIRED TERM OF MICKEY SPENCE (Vice Mayor Chauncey)
- C. **RESOLUTION NO. 3186** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED ANNUAL BIDS FOR STREET DEPARTMENT MATERIALS FOR FY 2021 – 2022
- D. **RESOLUTION NO. 3187** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CHATTANOOGA TRANSFER, LLC FOR SOLID WASTE DISPOSAL/TRANSFER STATION SERVICES
- E. **RESOLUTION NO. 3188** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH ASA ENGINEERING AND CONSULTING, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE SURVEY, DESIGN, AND CONSTRUCTION OVERSIGHT OF PROPOSED ROADWAY ACCESS IMPROVEMENTS FOR A 100-ACRE DEVELOPMENT SITE
- F. **RESOLUTION NO. 3189** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A LEASE AGREEMENT WITH RJ YOUNG TO PROVIDE COPIER/PRINTER EQUIPMENT
- G. **RESOLUTION NO. 3190** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE NINE (9) TRAFFIC DETECTION LOOPS FROM NABCO ELECTRIC AS A SOLE SOURCE PURCHASE
- H. **RESOLUTION NO. 3191** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING AN AMENDMENT TO THE PURCHASE AGREEMENT RELATIVE TO THE REAL PROPERTY LOCATED AT 5302 STONE STREET, EAST RIDGE, TENNESSEE, FOR THE PURPOSE OF CONSTRUCTING AN ANIMAL CONTROL FACILITY
- I. Discussion of Tentative Agenda Items for the September 9, 2021 Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA ITEMS
FOR SEPTEMBER 9, 2021**

3. B. Employee Recognition Awards for August 2021

9. **New Business:**

A. **RESOLUTION NO. ____** – PEP “Driver Safety” Matching Grant Program FY 22 Application

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

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

The East Ridge City Council met pursuant to notice on August 12, 2021, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Dany Lance, Pastor of Trulife Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present were: Mayor Williams, Vice Mayor Chauncey, Councilmember Cagle, Councilmember Witt, City Manager Dorsey, City Attorney Litchford, and City Recorder Middleton. Councilmember Helton was not present.

Approval of Minutes – July 22, 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 Cagle and Vice Mayor Chauncey had nothing at this time.

Councilmember Witt stated volunteers are still needed for the Centennial celebration and to contact her if you would like to volunteer.

Mayor Williams discussed the following:

- There are no July employee milestone anniversaries.
- The Red Wolves are #1 in the standings, and they have two upcoming games on the following Tuesday and Saturday.
- August 20 – 22, 2021 – Get Off the Grid Festival at Camp Jordan
- September 25, 2021 – Centennial celebration with crafts, food trucks, fireworks, etc.

Communication from City Manager:

- Chief Allen came forward to announce the Police Department is graduating its fourth Citizen's Police Academy tonight. There will be another one in the fall. Applications will be on the website tomorrow.
- Mr. Dorsey received an email from TDOT stating the lights in the tunnel were out because of a circuit breaker, but they will be operational tonight. Staff has contacted NABCO Electric to get the pipe bar replaced. We will also forward any citations for trucks that get stuck in the tunnel to TDOT, which could affect their CDL's. TDOT is also working with NABCO Electric on a tunnel detection system that has an early warning system and cameras. This project could take a year to complete.

- Safe Routes to Schools – We have started the right-of-way process and hope to complete acquisition by December. The project was slowed down because of COVID. We hope to get approval from TDOT by end of January, advertise for bid in March, receive bids in April, approve bids in May, notice to proceed in June and complete construction by end of December 2022.
- Multi-modal Project – We are waiting on a Notice to Proceed from TDOT in order to start the bid process. He stated we could use our allocation from the American Rescue Plan for stormwater.
- Paving – There have been delays with the paving on McDonald and Hilton because of the WWTa sewer rehab project close to Wally's off I-75. He thinks now we could start on this project.
- Survey at Stateline Road – Maps show the state line runs on the south side of Stateline Road, but the line actually goes down the middle of the road. We probably need an agreement with Catoosa County to close the road. We have not yet reached out to Catoosa County.
- Liquor Stores – He has spoken with the owner of the proposed liquor store next to CVS and he plans to be open by Thanksgiving. The other liquor store site has been bulldozed and some plans have been turned in.

Old Business:

Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to take Discuss/Take Action on Dog Park off the table. The vote was unanimous. Motion approved.

Mr. Chauncey stated he met with Harrison Forbes with the Dog Dash Grant and Codes Enforcement Officer Cameron McAllister, who was responsible for submitting the grant. He stated that Mr. Forbes told him the City Hall location would be a better location than the Springvale location. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt (for discussion purposes), to approve using the \$25,000 grant for construction of a dog park at City Hall. Ms. Witt stated the citizens that have contacted her want the park at Springvale. She believes the City Hall area is a business area and noise from barking dogs work affect workers at City Hall, plus there would be a parking problem. Councilmember Cagle stated citizens have called him worried about the dog "poop" smell in the City Hall area. It can kill the grass and draw flies and mosquitos. Ms. Witt also stated the City Hall location is our location for the National Night Out. Mr. Chauncey stated we could find an alternate site for that. Mayor Williams likes the idea of having two parks, one at City Hall with a town center concept and one at Springvale. Vice Mayor Chauncey made a motion, seconded by Mayor Williams, to table this item. Roll call vote: Vice Mayor Chauncey - yes; Councilmember Cagle - no; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

New Business:

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) – City Attorney Litchford read on caption. Mr. Dorsey stated we received the certified tax rate from the tax assessor of \$.9929. He proposed amendments we needed for our budget, such as:

- \$20,000 reduction for personnel in the library budget
- \$30,000 for a part-time employee in Parks and Recreation
- \$51,000 reduction in Parks and Recreation for personnel
- \$51,800 for a Traffic Control Laborer
- \$125,000 for two criminal investigation officers for Police
- \$170,000 for Hamilton County EMS/Ambulance service
- \$200,000 Paving
- \$600,000 for Salary Pool Stabilization to be comparable to other cities. Since June, the cities of Red Bank, Signal Mountain, and Chattanooga have all funded a salary stabilization plan, which could possibly mean we would lose some of our employees to these cities. We have lost eight employees over the last four months. Mr. Dorsey handed out information on stabilization review that Human Resources Manager Sinigaglio has been working on. He stated it was important to have the Council's commitment to move forward with a salary stabilization plan.

Mr. Dorsey stated the certified tax rate is \$.9929 and the needed increase is \$.242 to cover the \$1.1 million in amendments. We will have a public hearing in two weeks at the next meeting regarding the tax increase. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1150 on first reading. Councilmember Cagle stated he missed the budget hearings due to illness, but he believes seniors cannot afford a tax increase at this time. He stated landlords, such as himself, would have to pass on the tax increase to renters.

Mr. Dorsey stated we have not raised taxes in over 10 years. He stated these are things that we need, such as police cars. He stated if we do not raise taxes, then Council will have to decide which services to cut. Mayor Williams stated no one can buy items at the same price they did 10 years ago. He stated we need a vehicle replacement plan, a fire engine, plus more officers and equipment. Roll call vote: Vice Mayor Chauncey - yes; Councilmember Cagle - no; Councilmember Helton - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

RESOLUTION NO. 3175 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING PHOTOGRAPHY BIDS FOR THE 2021 – 2022 SPORTS SEASON – City Attorney Litchford read on caption. Director Wilson stated we received one bid from School Days Photography, with a 30% return to the City. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3175, awarding the bid to School Days Photography. The vote was unanimous. Motion approved.

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) – City Attorney Litchford read on caption. Mayor Williams reappointed Dana Howe to the Planning Commission. The Mayor stated we will have another appointment at the next meeting for the resignation of one of the members. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Resolution No. 3176, with the appointment of Dana Howe. The vote was unanimous. Motion approved.

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) – City Attorney Litchford read on caption. Vice Mayor Chauncey appointed Amanda Jo Davis to the Housing Commission. He stated she has had an extensive career in property management. Councilmember Cagle made a motion, seconded by Councilmember Witt, to approve Resolution 3177, with the appointment of Amanda Jo Davis. The vote was unanimous. Motion approved.

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) – City Attorney Litchford read on caption. Councilmember Cagle reappointed Kenneth Rogers to the Housing Commission. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to approve Resolution No. 3178, with the appointment of Kenneth Rogers. The vote was unanimous. Motion approved.

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) – City Attorney Litchford read on caption. Director Wilson stated the current top dresser is 20 years old and needs repairs regularly. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Resolution No. 3179. The item is budgeted, and they will deliver it to the City. The vote was unanimous. Motion approved.

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 - City Attorney Litchford read on caption. City Manager Dorsey stated the Chattanooga Red Wolves will sponsor the fireworks in conjunction with their soccer games. Councilmember Witt made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3180. The vote was unanimous. Motion approved.

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 – City Attorney Litchford read on caption. Director Wilson stated he has had requests to open up campsites in the RV Park and is requesting that Council amend Resolution Nos. 2917 and 2731 to allow RV camping for special events, tournaments, festivals, fairs, concerts, etc. Mr. Dorsey wants to make sure that campers come to the park for events, not just for general camping. He stated that some campers in Section 1 block people renting the picnic pavilion. We need to add screening, such as trees. Vice Mayor Chauncey made a motion, seconded by Councilmember Witt, to approve Resolution No. 3181. Councilmember Cagle does not want any tent camping in the park. Mayor Williams stated he is not against RV camping but at times, it looked terrible. If Council approves, he expects it to be managed. The vote was unanimous. Motion approved.

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 – City Attorney Litchford read on caption. Mr. Dorsey stated that Chief Allen would like to use Compass Auction for our online auctions to see how we do. There are no upfront costs, and any department can use them. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3182. The vote was unanimous. Motion approved.

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 – City Attorney Litchford read on caption. Mr. Dorsey has talked to Bob Martino, the owner, and Derek Green, the Vice President of the Red Wolves and they had questions they would like to discuss before this is approved. Mr. Dorsey is recommending Council postpone or table this item. Councilmember Witt made a motion, seconded by Vice Mayor Chauncey, to table this item for two weeks. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the August 26, 2021 Council Meeting (see Attachment A)

Old Business:

Discussion of Centennial Celebration – Dana Howe and David Tyler, Co-Chairpersons of the Centennial will be here to promote the event.

PUBLIC HEARING FOR ORDINANCE NO. 1150– Certified Tax Rate Ordinance

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) – no discussion

New Business:

RESOLUTION NO. ____ - RFP for Sanitation Disposal Services – Mr. Dorsey stated we opened the proposals last week. We are going through them, and we are going to check out the facilities, and bring back a recommendation to Council.

RESOLUTION NO. ____ - RFQ for Engineering Services – This is for the areas at the entrances to the Red Wolves complex. We are still evaluating the RFQ's and will bring this to Council at the next meeting.

RESOLUTION NO. ____ - Appointment to Planning Commission (Mayor Williams) – This is an appointment to replace a member who resigned from the Commission due to health reasons.

RESOLUTION NO. ____ - Appointment to Zoning Appeals Board (Vice Mayor Chauncey) – This appointment is also to replace a member who resigned from the Commission due to health reasons.

RESOLUTION NO. ____ - Annual Bids for Street Department Materials – Mr. Dorsey stated we received the bids last week and we are still evaluating. We did not receive a bid on concrete blocks and brick.

City Manager Dorsey asked Human Resources Manager Sinigaglio to come forward and introduce our intern. Ms. Sinigaglio introduced Trent Mansfield, who works in Attorney Litchford's office. Mr. Mansfield attended Samford Law School and was in the top five in his class.

Being no further business, the meeting was adjourned.

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA "AUNDIE" WITT
Councilmember



MIKE CHAUNCEY
Vice Mayor

ESTER HELTON
Councilmember

CHRIS DORSEY
City Manager

City of East Ridge

*1517 Tombras Avenue
East Ridge, Tennessee 37412
(423) 867-7711*

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Chief Stan Allen

SUBJECT: Surplus Property

DATE: August 16, 2021

The Police Department requests that the Council declare one (1) 2009 Chevrolet Impala as surplus. This vehicle is no longer usable as a police car.

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 \$1.25.

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

Passed 1st reading _____, 2021

Passed 2nd reading _____, 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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**This item was tabled at the 8/12/21 meeting for 2 weeks, but the agreement is still not finalized. It will need to be postponed until September.*

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

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

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

DISCUSS/TAKE ACTION
ON DOG PARK



City of East Ridge

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East Ridge, Tennessee 37412
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Office of the City Recorder

RESOLUTION NO. 3184

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: PLANNING COMMISSION APPOINTMENT

DATE: August 17, 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.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3184

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
APPROVING THE APPOINTMENT OF
_____ BY MAYOR WILLIAMS
TO THE EAST RIDGE PLANNING COMMISSION
TO FILL THE UNEXPIRED TERM OF MICKEY
SPENCE**

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 Mr. Mickey Spence is set to expire on August 24, 2023; and

WHEREAS, Mr. Spence has submitted his resignation from the East Ridge Planning Commission to Mayor Williams effective July 29, 2021.

WHEREAS, Mayor Williams wishes to appoint _____ to the East Ridge Planning Commission to fill the unexpired term of Mickey Spence.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge hereby approves the appointment of _____ by Mayor Williams to fill the unexpired term of Mickey Spence which ends on August 24, 2023.

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

Adopted this _____ day of _____ 2021.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



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Office of the City Recorder

RESOLUTION NO. 3185

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: BOARD OF ZONING APPEALS APPOINTMENT

DATE: August 17, 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 Board of Zoning Appeals. Vice Mayor Chauncey will need to appoint a new member to fill this unexpired term.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3185

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
APPROVING THE APPOINTMENT OF
_____ BY VICE MAYOR
CHAUNCEY TO THE EAST RIDGE BOARD OF
ZONING APPEALS TO FILL THE UNEXPIRED
TERM OF MICKEY SPENCE**

WHEREAS, the East Ridge Board of Zoning Appeals fulfills an important role with regard to providing an appeals process for property owners concerning decisions or determinations made by an administrative official in the enforcement of the zoning ordinance; and

WHEREAS, the term of Mr. Mickey Spence is set to expire on April 8, 2022; and

WHEREAS, Mr. Spence has submitted his resignation from the East Ridge Board of Zoning Appeals effective July 29, 2021.

WHEREAS, Vice Mayor Chauncey wishes to appoint _____ to the East Ridge Board of Zoning Appeals to fill the unexpired term of Mickey Spence.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge hereby approves the appointment of _____ by Vice Mayor Chauncey to the East Ridge Board of Zoning Appeals to fill the unexpired term of Mickey Spence which ends on April 8, 2022.

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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RESOLUTION NO. 3186

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Bids for Street Department Materials

DATE: August 24, 2021

Mayor and Council,

The City of East Ridge advertised for annual bids for Street Department Materials which were submitted on August 3, 2021. After analysis by staff, we have determined that the items on the attached page with the resolution detail each item and the bid price from each selected vendor. A few of the items highlighted are a little higher in price, but the time we factor in travel time to the site, waiting period, and the worker's time and fuel, we come out ahead with the higher price from a closer location. These prices are used until June 30, 2022.

Respectfully,

Chris Dorsey

RESOLUTION NO. 3186

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, AWARDED
ANNUAL BIDS FOR STREET DEPARTMENT
MATERIALS FOR FY 2021 – 2022**

WHEREAS, the City believes that maintaining its streets is very important to the overall integrity of the City; and

WHEREAS, the City of East Ridge advertised for annual bids on July 21, 2021 for various Street Department materials; and,

WHEREAS, sealed bids were opened and publicly read on August 3, 2021 for the following items:

- Asphalt and other street repair materials
- Concrete block/brick, sand, and mortar mix
- Drainage Pipe – Various Types
- Crushed Stone
- Topsoil

WHEREAS, City staff has maintained bid files with information received by various bidders; and,

WHEREAS, after conducting a public bid and after review of all bids submitted, Staff has submitted bid information and recommendations as indicated in the attached memorandum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the individual item bids be awarded to the following companies for Street Department materials as per the attached sheet for FY 2021-2022.

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

Street Department Materials

8/23/2021

	Vulcan	APAC	Groundscape	Hiwassee Paving	Talley	Park Equipment	Bradley Tank
Mfg. Limestone Concrete Sand		25.25	22.00				
#2 Stone	26.50	0.00	22.50				
#3 Stone (not on bid)	0.00	21.25					
#5 Stone		0.00	25.50				
#6 Stone		0.00	25.50				
#7 Stone	27.00	22.75	25.50				
#10 Stone	27.00	22.75	25.50				
* 33C-Grade — D	25.00	20.50	43.00				
57's Concrete Stone	26.50	21.25	25.50				
* Rip Rap (2" to fines)	28.50	25.25	34.00				
* Rip Rap/Jetty Stone (3" to 12")	28.50	0.00	34.00				
River Sand		0.00	36.00				
White Masonry Sand		0.00	23.00				
Charge for delivering materials		4.50	6.25				
Charge for delivering Rip Rap		7.50	6.25				
Charge for delivering Jetty Stone		5.25	6.25				
Surface Asphalt				84.00	76.00		
Asphalt Binder				82.00	74.00		
Sheet Asphalt				96.00	96.00		
D Mix Skid Resistant Asphalt				99.00	98.00		
Tackcoat				0.00	0.00		
Topsoil						20.00	
Charge for delivering topsoil			8.75/175			145/truck	
Pipe			Various/Lower prices				Various

* After calculating distance to site, wait time there, including salary and fuel, these come out as best bid.
 #7 and # 10 stones are rarely used.



City of East Ridge

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

RESOLUTION NO. 3187

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Agreement for Sanitation Disposal Services with Chattanooga Transfer, LLC

DATE: August 24, 2021

Mayor and Council,

The City of East Ridge advertised for Request for Proposals which were submitted on August 5, 2021. The lowest and best proposal was from Chattanooga Transfer, LLC, also known as Capital Waste Services. Their price for the first year of disposal at their Wisdom Street facility is \$31.25 per ton. There is an annual renewal but the whole contract cannot exceed 8 years. The services will commence on September 1st.

Respectfully,

Chris Dorsey

RESOLUTION NO. 3187

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EAST RIDGE, TENNESSEE AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH CHATTANOOGA
TRANSFER, LLC FOR SOLID WASTE DISPOSAL/TRANSFER
STATION SERVICES**

WHEREAS, the City of East Ridge advertised a Request for Proposals for Solid Waste Disposal/Transfer Station Services on July 24, 2021; and

WHEREAS, proposals were received and opened on August 5, 2021 beginning at 2:00 pm EDT; and

WHEREAS, Chattanooga Transfer, LLC has agreed to provide disposal services for the first year of the agreement for the amount of \$31.25 per ton, with future year increases tied to the U.S. Bureau of Labor Statistics CPI; and

WHEREAS, the City of East Ridge agrees to transport solid waste disposal to the Chattanooga Transfer, LLC site at 1387 Wisdom Street, Chattanooga.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the Mayor is authorized to enter into the attached agreement with Chattanooga Transfer, LLC for solid waste disposal/transfer station services.

BE IT FURTHER RESOLVED that this resolution take effect immediately, the public welfare requiring it.

Adopted on the _____ day of _____ 2021.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

**SOLID WASTE DISPOSAL AGREEMENT BETWEEN THE CITY OF
EAST RIDGE, TENNESSEE
AND CHATTANOOGA TRANSFER LLC**

THIS AGREEMENT is made and entered into as of the _____ day of _____ 2021, by and between, Vendor/ Chattanooga Transfer LLC, of 1387 Wisdom Street, Chattanooga, TN 37406 (hereinafter sometimes referred to as "Contractor") and the CITY OF EAST RIDGE, TENNESSEE (CITY), whose address is 1517 Tombras Avenue, East Ridge, Tennessee 37412

In consideration of the mutual undertakings and agreements of the parties set forth herein and other good and valuable consideration the receipt of which of hereby acknowledged, the parties hereto hereby agree as follows:

1. **Definitions.** When used herein the following terms when capitalized shall have the meanings set forth below.

"Change in Law" means any amendment to, or promulgation of, or change in the interpretation of enforcement of any federal, state or local statute, regulation, ordinance, levy, tax or surcharge after the Service Commencement Date.

"City Waste" shall mean Solid Waste Collection by the City or its contractors from within the City's municipal borders or wherever else the City or its contractors collect Solid Waste

"Force Majeure" shall mean riots, wars, strikes, civil disturbances, insurrections, acts of terrorism, epidemics, landslides, volcanic eruptions, earthquakes, lightning, floods, washouts, explosions, fires, inclement weather which impedes the safe operation of either party's equipment, changes in law, and any federal, state or local governments orders or decisions any of which are beyond the reasonable control of the applicable party (but specifically excluding financial incapability) and which necessarily and unavoidably prevents performance of this Agreement but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

"Hazardous Waste" shall mean any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or other applicable federal agency or by any State having jurisdiction to be "hazardous" as that term is defined by or pursuant to federal or state law so as to prohibit said waste from being disposed of at public landfills of the same type and character as the Landfill.

"Service Commencement Date" shall mean September 1st 2021 or any other date mutually agreed to in writing by Vendor and the CITY.

"Solid Waste" shall mean any garbage and other types of waste material allowed to be accepted for disposal at public landfills, but excluding any Hazardous Waste, Special Waste, Yard Waste or Construction debris.

"Special Waste" shall mean any solid waste which requires special processing, handling, or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transport or dispose of as determined by the CITY and Vendor in accordance with normal waste industry standards. Examples of such Special Waste types include, but are not limited to mining wastes, fly ash, combustion ash, sludge, drilling fluids and drill cuttings, asbestos, industrial wastes, liquid wastes, infectious wastes and residue, pollution control residue, debris or contaminated soil and water from cleanup of a spill.

"Landfill" shall mean Chattanooga transfer to Rhea County Landfill and/or the landfill there currently utilized by Contractor.

"Transfer Station" shall mean the facility for the receipt and transfer of Solid Waste owned and operated by Chattanooga Transfer LLC (Vendor) in Hamilton County, Tennessee

"Transfer" shall mean the physical processes required by manpower and equipment to move Solid Waste from City collection vehicles to the operating floor of the Transfer Station, and ultimately to the trailers to be utilized for transport by Vendor or its contractor to the landfill.

"Ton" shall mean 2000 pounds.

"Yard Waste" shall mean all grass clippings, tree trimmings, shrubs, leaves, tree trunks, or any other organic material commonly found as material removed from one's yard whether residential or commercial.

2. **Operations** The City agrees that during the term of this Agreement it will deliver all City Waste exclusively to the Transfer Station for purposes of transfer and disposal of such City Waste to the Landfill for ultimate disposal. Vendor or its contractor will transfer and transport such City Waste in such manner as to comply with all laws relating to the hauling of Solid Waste to the ultimate disposal site. All activities of the City and vendor: Chattanooga Transfer LLC shall occur promptly and in any event within the time periods required for Solid Waste hauling and transport mandated by applicable laws and regulations. Until further notice from vendor to the City, disposal site will be the Landfill.

The weights of all City Waste that are delivered to the Transfer Station shall be accurately determined by the use of certified scales. Weights of all City Waste delivered to the Transfer Station shall be determined at the time the City Waste enters the Transfer Station by Vendor. Each party shall have the right to test such scales at such testing party's cost to verify the accuracy thereof. Weight tickets shall be provided to the truck operator upon weighing at scales.

The Transfer Station shall be open to accept City Waste during the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. on Saturday. The Transfer Station may be closed at the option of Vendor on the following holidays:

**New Years
Day Christmas**

**Thanksgiving
Christmas Eve**

**Memorial Day
4th of July**

**Labor Day
Good Friday**

3. **Transfer Station** Vendor shall make available the Transfer Station for acceptance of City Waste under this Agreement.

4. **Disposal Site** Vendor will also be responsible for furnishing both transportation of City Waste from the Transfer Station and the ultimate disposal of the City Waste at the Landfill. Vendor may change such disposal site at any time during this Agreement by written notice to the City.
5. **Term and Renewal** This Agreement shall commence on the Service Commencement Date: **September 1st 2021** and shall expire on: **August 31st 2022**. Thereafter, this Agreement shall automatically renew for an additional one year term unless either party has within thirty (30) days prior to the expiration of current term of the Agreement given written notice of its election to terminate this Agreement. However, in no event shall the entire length of this Agreement extend beyond (8) years, from the Service Commencement Date.
6. **Payment** As payment for the transfer, transport and disposal services provided hereunder, the City shall pay to Vendor, Chattanooga Transfer LLC at the rate of \$31.25 per ton of City Waste received at the Transfer Station during the first year term of this Agreement and increased thereafter as described in Section 7. Fractional tonnage shall be charged according to the percentage of the per ton rate.

Vendor shall invoice the City monthly for the amounts so determined. Invoices shall be mailed to City of East Ridge, 1517 Tombras Avenue, East Ridge, Tennessee 37412. The City shall have twenty (20) days from the date of invoice to pay such invoice.

7. **Adjustment of Prices** (a) After expiration of the initial one (1) year term, the prices set forth in Section 6 hereof shall be increased or decreased each year to reflect changes in the Consumer Price Index. The first rate change shall be effective on the anniversary date of the Service Commencement Date and subsequent adjustments shall be effective on the same date in each year thereafter. The "C.P.I." for purposes of this Section shall be Consumer Price Index for All Urban Consumers (1982-84=100), U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics (the B.L.S.).

On the anniversary in each year of the Service Commencement Date, the then current prices for services under this Agreement shall be adjusted upward or downward by the percentage changes in the C.P.I. according to the following method: the said prices shall be multiplied by a fraction the numerator of which is the C.P.I. for the calendar month ending immediately prior to the month during which the adjustment is computed, and the denominator of which is the C.P.I. for the month ending twelve months prior. The figure so obtained shall be the prices for the period commencing on the said anniversary date. If the C.P.I. for the month ending immediately prior to the month during which the adjustment is computed is not available on the anniversary date, the parties shall compute such adjustment as soon as said C.P.I. is available and the City shall make retroactive payment for any additional amounts caused as a result of said adjustment. If the C.P.I. specified above is discontinued by the B.L.S., the parties shall agree upon a substitute index selected for the purpose of replicating as nearly as possible the C.P.I. described herein.

(b) The price for services under this Agreement shall also be increased by any increases in the cost of provision of the services by Vendor or its contractors under this Agreement which is due to a Change in Law, provided the City has an option to cancel due to any such change with not less than 30 days written notice to Vendor notice.

8. **Representations of Vendor** represents that it is a Limited Liability Company, duly formed and validly existing under the laws of the State of Tennessee and is duly qualified to do business in all States where applicable for purposes of this Agreement. Vendor further represents and warrants that the execution, delivery and performance of this Agreement by Vendor has been duly and validly authorized by all necessary corporate and any other required action and that this Agreement constitutes the legal, valid and binding obligations of Vendor enforceable in accordance with its terms except as to the enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the rights of creditors generally.

9. **Representation of the City** The City represents that it is a duly formed and validly existing municipality under the laws of the State of Tennessee, with all power and authority to enter into this Agreement and to undertake the activities required of it hereunder. The City further represents that its governing body had been duly elected or appointed and that the City is, and will continue to be throughout the term hereof, validly existing and in good standing under the laws of the State of Tennessee. The execution, delivery and performance of this Agreement by the City have been duly and validly authorized by the City, the persons signing this Agreement on behalf of the City have full power and authority to bind the City to this Agreement; and this Agreement constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms except as to the enforceability thereof may be limited to bankruptcy, insolvency, or similar laws affecting the rights of creditors generally.
10. **Special Representation Concerning City Waste** The City represents and warrants that all City Waste Delivered by it to the Transfer Station will consist only of Solid Waste as defined in this Agreement and will not include Hazardous Waste or Special Waste or Yard Waste. Any waste rejected by Vendor or its contractors at the Transfer Station by reason of failure of said waste to comply with the provisions of this Section shall be promptly removed by the City at the City's sole expense. Once any Waste has been received by Vendor, all title to such Waste shall pass to Vendor.
11. **Inspection of Records** The City has a right to inspect records relating to the servicing of this Agreement to satisfy an audit or other request from a Federal or State Governmental agency and/or by the City of East Ridge. The City also has the right to inspect the handling of their waste at the Transfer Station or the disposal of their waste at the designated landfill, with prior written notice. Such inspection shall occur during normal business hours and shall be made only by authorized employees or authorized agents of East Ridge, its contractors, or other qualified government entities.
12. **Inspection of Waste** Vendor or its contractors shall have the right to inspect any incoming loads of City Waste delivered to the Transfer Station for compliance hereunder and Vendor or its contractors reserve the right to reject any non-conforming waste found in such load as determined in Section 10 above and in the event of such will provide immediate verbal notice, followed by written Notice of same, and the reasons therefore to City.
13. **Independent Contractor** Vendor and its subcontractors, if any, shall perform all work under this Agreement as an independent contractor. Vendor and its contractors are not, and shall not be considered, an employee, agent or servant of the City for any purposes under this Agreement or otherwise, neither shall any of City's contractors, employees or agents be nor shall they be considered, employees, agents, subagent or servants of Vendor or its subcontractors for any purposes under this Agreement, or otherwise. Nothing in this Agreement shall be construed as giving either party any duty to supervise or control any acts or omissions of the other party hereto or its officers, agents, employees, representatives or contractors.
14. **Insurance – Vendor** During the term hereof, Vendor and each and every subcontractor utilized by Vendor shall maintain sufficient insurance to insure against all risks as is customarily maintained in similar businesses operating in the same vicinity. The coverages maintained by Vendor and each and every subcontractor utilized by Vendor under this Agreement shall meet the requirement of the City:

Type	Amount
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Comprehensive General Liability	\$2,000,000.00*
Auto Liability	\$2,000,000.00*

*Per occurrence, combined single limit for bodily injury and property damage liability.

All such policies shall name the City as an additional insured and all shall provide that same shall not be cancelled unless City shall be provided with written notice of any cancellation not less than ten (10) days prior to the effective date of cancellation. Vendor and each and every subcontractor utilized by Vendor shall not less frequently than annually, and more frequently upon request, furnish the City insurance certificates in form and substance satisfactory to the City, evidencing compliance by it with the terms of this Section.

15. **Default** In the event that either party contends that the other has breached a provision of this Agreement, the non-breaching party shall give written notice of the breach to the breaching party, and demand a cure. In the event that the breach would result in immediate injury to the party making demand, the breaching party shall affect a cure within five (5) business days. In the event of notice of any other breach, the breaching party shall affect a cure within fifteen (15) business days.

In the event that the breaching party fails to affect a cure within the time period set forth above, the non-breaching party shall be entitled to terminate this contract and/or to pursue all other remedies available at law or in equity.

Nothing contained in this Section shall be construed to be a waiver of any remedy available to either party, at law or in equity.

16. **Force Majeure** In the event that either party is rendered unable, wholly or in part, by the occurrence of a Force Majeure to carry out any of its obligations under this Agreement, then that party's obligations, to the extent affected by such occurrence, shall be suspended during the continuance of such inability.

In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to modify its obligations, such party shall notify the other party in writing as soon as reasonably possible, setting forth the particular circumstances. Notices shall likewise be given after the effect of such occurrence has ceased.

In the event that because of Force Majeure, either party is unable to perform its obligations hereunder for a period in excess of thirty (30) days, the other party shall be entitled to terminate this Agreement.

17. **Amendments to the Agreement** All provisions of this Agreement shall be strictly complied with and conformed to by the parties and no amendment to this Agreement shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of this Agreement except as specifically provided in such amendment.

18. **Waiver** A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation of any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance unless evidenced in writing. Where the condition to be waived is a material part of this Agreement such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of an amendment to this Agreement as provided for in the preceding Section.

19. **Notice** Vendor shall direct all notices and correspondence under this Agreement for the City to:

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

City shall direct all notices and correspondence under this Agreement for to:

Chattanooga Transfer LLC
Attn: VP Business
Development
1387 Wisdom Street,
Chattanooga, TN 37406

Notices shall be deemed given upon 7 days from the date postmarked and shall be sent certified mail; return receipt requested, postage prepaid.

20. **Assignment** This Agreement may not be assigned, nor performed in whole or in part by any subcontractor in whole or in part, or any duties delegated except as contemplated hereby, by either party without the prior written consent of the other party, with the giving or withholding of such consent to be wholly and unconditionally within the complete discretion of the party being requested to consent.
21. **Binding Effect** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
22. **Entire Agreement** This Agreement embodies the entire agreement of the parties as to the subject matter hereof and supersedes any prior oral or written agreements, regarding such subject matter entered into by the parties.
23. **Severability** In the event any provision(s) of this Agreement is/are void, invalid, or unenforceable under any federal, state, regional or local laws, regulations or ordinances, the balance of this Agreement shall remain in full force and effect and binding on the parties hereto.
24. **Choice of Law** This Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Tennessee. Any and all disputes arising under this Agreement shall be decided under Tennessee Law.

City OF EAST RIDGE

BY: _____
Mayor

_____ Date

Witness: _____
Title:

_____ Date

Vendor: Chattanooga Transfer LLC

BY: _____
VP Business Development

_____ Date

Witness: _____
Title:

_____ Date



City of East Ridge

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

RESOLUTION NO. 3188

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Agreement for Engineering Services at 100 acre I-75 site

DATE: August 24, 2021

Mayor and Council,

The City of East Ridge advertised for Request for Qualifications which were submitted on August 5, 2021. After review by staff we have determined that Asa Engineering and Consulting, Inc. is the most appropriate entity to provide engineering services for the roadway access improvements project. Those services include:

- a. Project Management
- b. Land Survey Services
- c. Preliminary Design
- d. ROW Acquisition Services
- e. Geotechnical Investigation for Pavement and/or retaining wall design
- f. Utility Coordination
- g. Final Design and Construction Documents
- h. Bid Coordination
- i. Construction Engineering Inspection
- j. Final Close-Out Documents

This resolution would authorize the Mayor to enter into an agreement with ASA Engineering and Consulting, Inc.

Respectfully,

Chris Dorsey

RESOLUTION NO. 3188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH ASA ENGINEERING AND CONSULTING, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE SURVEY, DESIGN, AND CONSTRUCTION OVERSIGHT OF PROPOSED ROADWAY ACCESS IMPROVEMENTS FOR A 100-ACRE DEVELOPMENT SITE

WHEREAS, on July 24, 2021, the City of East Ridge advertised a Request for Qualifications for the survey, design, and construction oversight of the proposed roadway access improvements to the I-75, 100-Acre Development site, home of the newly constructed CHI Memorial Stadium complex; and

WHEREAS, the City of East Ridge is responsible for providing safe, effective, and efficient access for motorists and vehicular traffic and is proposing to provide two (2) ingress/egress access routes to the development; and

WHEREAS, proposals were received and opened on August 5, 2021 beginning at 2:00 pm EDT; and

WHEREAS, the City has determined that Asa Engineering and Consulting, Inc. is the most appropriate entity to provide engineering services for the roadway access improvements project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee that the Mayor is authorized to enter into a professional services agreement with Asa Engineering and Consulting, Inc. for the survey, design, and construction oversight of the proposed roadway access improvements to the I-75, 100-Acre Development site, home of the newly constructed CHI Memorial Stadium complex.

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 _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Single Project Agreement - General Terms and Conditions

This Agreement [AGREEMENT] is made by and between Asa Engineering and Consulting, Inc. [CONSULTANT] and the undersigned [CLIENT]. The parties agree as follows:

1. SCOPE OF WORK; RELIANCE UPON DOCUMENTS

CONSULTANT shall perform such services as are described in this Agreement and any attachments hereto [THE WORK]. Unless agreed otherwise in writing between both parties, CONSULTANT may rely upon the accuracy of surveys, plans, and studies prepared by third parties and furnished by CLIENT, or third parties, to CONSULTANT, including the accuracy of the technical data, nontechnical data, interpretations or opinions contained therein.

2. FEES; INVOICES

The CLIENT shall pay CONSULTANT for the Work performed under this Agreement a sum to be calculated as described herein, on attachments to this Agreement or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on CONSULTANT's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. CONSULTANT will submit invoices to CLIENT no more than monthly and a final bill upon completion of the Work. Such invoices will show the appropriate line item charges. A more detailed separation of charges and back-up data will be provided at CLIENT's request. Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. CLIENT shall pay a late penalty of one and one-half percent (1 ½ %) per month (18% annually), on past due accounts.

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

3. ACCESS TO THE SITE

The CLIENT will provide for right of entry of CONSULTANT personnel and all necessary equipment in order to complete the Work. CLIENT represents and warrants that it has the authority to authorize CONSULTANT to perform the work.

While CONSULTANT will take all reasonable precautions to minimize any damage to CLIENT's property, it is understood by the CLIENT that in the normal course of Work some damage may occur, the correction of which shall not be CONSULTANT's responsibility.

4. CLIENT'S RESPONSIBILITIES

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANT's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;
- Provide the CONSULTANT such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project;
- Unless otherwise specified in the AGREEMENT, provide the CONSULTANT approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;
- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.

5. UTILITIES

In the execution of its Work, CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold CONSULTANT harmless for any damages to subterranean structures or utilities which are not called to CONSULTANT's attention and correctly shown on the plans, or other documents, furnished by the CLIENT.

6. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

7. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, survey data, estimates and other documents prepared by CONSULTANT, as instruments of service for this project, shall remain the property of CONSULTANT. CLIENT agrees that all reports and other work furnished to the CLIENT or its agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.

All documents are for the exclusive use and benefit of the CLIENT only. Others who use the documents do so at their own peril. CONSULTANT consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project underlying the Work (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the CLIENT. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom CLIENT furnishes such information and reports. No one other than the CLIENT is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

Information contained in signed or sealed drawings should be deemed to be superior to electronic information.

8. WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

9. SUSPENSION OF SERVICES/TERMINATION

If the Client fails to make payments to the Consultant in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

10. PROFESSIONAL RESPONSIBILITY

CONSULTANT represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the CLIENT, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by CONSULTANT and that the data interpretations and recommendations of CONSULTANT's personnel are based solely on the information available to them. CONSULTANT will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

11. LIMITATION OF LIABILITY

A. In no event shall CONSULTANT be liable for property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to site conditions or substance whose presence poses an actual or potential threat to human health; provided, however, it is determined that CONSULTANT was not responsible for the site conditions or substance whose presence resulted in the threat to human health.

12. REIMBURSABLE EXPENSES

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the CONSULTANT. Fees paid by CONSULTANT for (c) testing and/or for securing approval of authorities having jurisdiction over the Project and (d) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT, shall be billed as a multiple of 1.20 times the cost paid by the CONSULTANT.

13. INSURANCE

CONSULTANT represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which CONSULTANT deems to be adequate. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. CONSULTANT shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff or other consultants employed by CLIENT.

14. ASSIGNS

Neither the CLIENT nor CONSULTANT may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

15. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the CLIENT after giving serious consideration to the effects of such an order. Under no circumstances will CONSULTANT take the initiative in issuing this order. CONSULTANT will only provide data and recommendations.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction administration, construction field monitoring and/or testing, CONSULTANT shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the CLIENT and CONSULTANT, in order to observe the progress and quality of the CLIENT's work completed by

the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow CONSULTANT to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

CONSULTANT shall not supervise, direct or have control over the CLIENT's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. CONSULTANT shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the CLIENT's work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

18. SAFETY

Should CONSULTANT provide observations or monitoring services at the job site during construction, CLIENT agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CONSULTANT does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

19. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this

Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or by the CLIENT's representatives, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

20. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This agreement shall be governed by the laws of the State of Tennessee and the United States. Venue for any dispute resolution proceeding arising out of our related to this Agreement shall only be in a court of competent jurisdiction in Hamilton County, Tennessee. To the full extent allowed by applicable law, CONSULTANT and CLIENT hereby waive the right to trial by jury in connection with any litigation or judicial proceeding relating to or concerning, directly or indirectly, this Agreement or the Work.

21. EXTENT OF AGREEMENT

This Agreement and attached exhibits, if any, represent, the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON NEXT PAGE

AGREEMENT FOR PROFESSIONAL SERVICES

Date:	
Proposal Number:	
Client's Name:	City of East Ridge
Client's Address:	1517 Tombras Avenue, East Ridge, TN 37412
Phone Number:	
Email Address:	
Project Name:	
Location/Address:	

Project Description: _____
 Scope of Services: _____
 Compensation for Services: _____

 Special Conditions: _____

Accepted By: _____
(Client's Company Name)

(Client's Signature and Date)

(Print Client's Name and Title)

ASA ENGINEERING & CONSULTING, INC.

(Consultant's Signature and Date)

(Print Consultant's Name and Title)

Please return executed copy of these terms and conditions to the attention of:
Christy M. MacKenzie
cmackenzie@asaengineeringinc.com
423.805.3700



2020 - 2021 SCHEDULE OF FEES

Unless otherwise agreed to in writing, the following schedule of fees shall apply for direct labor and direct expenses associated with the delivery of services:

1. SCHEDULE OF HOURLY RATES:

01-Professional Services:

01	Principal Project Manager/Engineer	\$175
02	Senior Project Manager	\$155
03	Projects Manager	\$140
04	Sr. Project Engineer	\$140
05	Project Engineer	\$125
06	Staff Engineer/Scientist	\$110
07	Registered Landscape Architect	\$135
08	Land Planner	\$135
09	Registered Land Surveyor	\$120

02-Technical, Administrative & Field Services:

10	Survey Crew (1 person)	\$105
11	Survey Crew Chief	\$85
12	Survey Tech.	\$55
13	CAD Technician	\$80
14	Designer/CAD Survey	\$90
15	Sr. Designer	\$100
16	UAV Pilot	\$250
17	Administrative/Clerical	\$65

03-Construction Services:

18	Construction Manager (CEI RPR)	\$100
19	Senior Construction Inspector (CEI RPR)	\$85
20	Construction Inspector (CEI RPR)	\$75
21	EPSC Inspector	\$70
22	Stormwater Professional	\$105
23	Office Engineer/Contract Accounting Specialist	\$85
24	Asphalt/Concrete Plant Inspector	\$75
25	Senior Construction Materials Testing Technician (CMT)	\$70
26	Construction Materials Testing Technician (CMT)	\$50

2. ADDITIONAL CHARGES

2.1. Travel:

2.1.1.	Direct project mileage (per mile)	\$0.65
2.1.2.	Per-diem for overnight travel (per day)	\$65
2.1.3.	Lodging for overnight travel (per night stay)	\$140

3. OTHER SERVICES AND SUPPLIES

- 3.1. Charges for services, equipment and facilities not furnished by CONSULTANT, and any unusual items of expense not customarily incurred in our normal operations, are computed as follows:

Actual cost plus 10% will be charged for shipping, subsistence, transportation, outside printing and reproduction, miscellaneous supplies, and rentals.

Actual cost plus 20% will be charged for approved sub-consulting, contract labor, aerial photography, maps review/permitting fees and/or other approved direct cost items.



City of East Ridge

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

Office of the City Recorder

RESOLUTION NO. 3189

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: RJ Young Equipment Lease

DATE: August 18, 2021

The current lease with RJ Young for copier/printer equipment has expired. They are proposing a new lease in which the City will be able to “piggyback” off the Metro Nashville School Pricing contract. Costs are:

48-month lease	\$1,960.17 per month
60-month lease	\$1,828.94 per month

Staff is recommending a 48-month lease at a cost of \$1,960.17 per month. This will be a savings of \$315.72 per month compared to the amount we currently pay. We will also save by having unlimited prints and copies.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3189

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EAST RIDGE, TENNESSEE APPROVING A LEASE
AGREEMENT WITH RJ YOUNG TO PROVIDE
COPIER/PRINTER EQUIPMENT**

WHEREAS, RJ Young has provided copier/printer equipment to the City over the last several years; and

WHEREAS, RJ Young is proposing a 48-month lease agreement for updated equipment that will save money for the City by “piggybacking” off the Metro Nashville School Pricing contract; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor or his designee is authorized to execute a lease agreement for updated copier/printer equipment from RJ Young, at a cost of \$1,960.17 per month, with a lease period of 48 months.

BE IT FURTHER RESOLVED that this Resolution 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 Current Situation

Machine	Location
Ricoh C3004ex	Codes
Ricoh C2004	Library
Ricoh C6503	Accounting
Lexmark	Camp Jordan
Ricoh C2504ex	Firehouse
IPF 785 Plotter	Codes

INV4334730	FX7Z00-01	7/22/2021	\$1,714.80	\$0.00
INV4338417	FNJN00-01	7/26/2021	\$297.12	\$0.00
INV4361937	FHN200-01	8/8/2021	\$263.97	\$0.00

Current AVG Monthly Payment	\$2,275.89
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City of East Ridge New Device Proposal - Canon

1- Canon C165
Staple Finisher
3 hole Punch
Fax

4- Canon DX C5735i
Fax
4 Drawers
Inner 2 Way Tray
Inner Finisher

1- HP T2600 Color Plotter

48 Month Lease (Includes Unlimited Prints and Copies)

\$1,960.17

60 Month Lease (Includes Unlimited Prints and Copies)

\$ 1,828.94

Monthly Savings	48 month Lease	\$315.72
	60 Month Lease	\$446.95

Brett Rietzke

From: chornbuckle@cusa.canon.com
Sent: Wednesday, November 15, 2017 3:05 PM
To: Hunter McCarty; Mike Noffsinger; Brett Rietzke; David Brawner; Keifer Morgan; AJ Baggott
Cc: kharrington@cusa.canon.com; pjjohnson@cusa.canon.com
Subject: *EXTERNAL *Fw: 34945 Metropolitan Nashville Public Schools CSMP 2017 S3 RJ Young Revised Final
Attachments: 34945 Metropolitan Nashville Public Schools CSMP 2017 S3 RJ Young FINAL 11-14-17.xlsm

Gentlemen:

As a follow up to the recent Canon HQ decision regarding use of this CSMP Contract with polysubs based on the TCA code, please see the revised CSMP contract for MNPS.

The Eligibility Tab of the spreadsheet has been updated to include this information stating who is eligible to receive this contract pricing support from RJ Young.

CSMP CONTRACT ELIGIBILITY DETAILS

Metropolitan Nashville Public Schools

<https://www.mnps.org/>

CSMP Contract Eligible Locations:

*Please note that all polysubs in the state of TN are eligible to use this pricing.

Political subdivisions include counties, cities, towns, villages, and special districts such as school districts, water districts, park districts, and airport districts.

Eligibility requirements:

- If eligibility cannot be found through websites or lists, Dealer must provide proof at the time of claim.
- A Dealer may provide an eligibility list on a company letterhead or website address.
- Canon Regional Offices reserves the right to ask for additional information on any claim where eligible entity cannot be identified.
- Canon USA reserves the right to Chargeback any ineligible entity.

Thank you,
Chuck

	Chuck Hornbuckle Technical Sales Executive BISG FSD Dealer Sales Division Canon U.S.A., Inc. 5625 Oakbrook Parkway, Norcross, GA 30093 www.usa.canon.com chornbuckle@usa.canon.com T 770.849.7702 8007 C 615.438.8350 F 360.361.7658
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Tenn. Code Ann. § 12-3-1205

TENNESSEE CODE ANNOTATED
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*** Current through 2017 Regular Session (Chapter 493). ***

Title 12 Public Property, Printing And Contracts
Chapter 3 Public Purchases
Part 12 Local Governments

Tenn. Code Ann. § 12-3-1205 (2017)

12-3-1205. Cooperative purchasing agreements.

(a) Any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one (1) or more other local governments in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between local governments. Where the participants in a joint or multi-party contract are required to advertise and receive bids, it shall be sufficient for those purposes that the purchasing entity comply only with its own purchasing requirements.

(b) (1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.

(2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.

(3) The powers conferred by this section are in addition and supplemental to the powers conferred by any other law, and any limitations imposed by this section shall not affect powers conferred by any other law.

(4) This subsection (b) shall not apply to:

(A) Purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208;

(B) Purchases of construction, engineering, or architectural services; construction materials; or construction machinery, including, but not limited to, bulldozers and other heavy equipment utilized in construction or on construction sites. For purposes of this subdivision (b)(4)(B), "construction materials" shall not include materials used in the operation of a municipal utility system, including, without limitation, transformers, conductors, insulators, poles, cross-arms, anchors, pipes, valves, meters, or other components or parts of a utility system, whether purchased in accordance with a purchasing agreement with the Tennessee Valley authority or another purchasing arrangement; or

(C) Purchases of fuel, fuel products, and lubricating oils.

(c) The chief procurement officer may collect information from municipalities, counties, utility districts, or any other local government unit concerning the type, cost, quality, and quantity of commonly used goods, supplies, services, or equipment being procured under cooperative purchasing agreements. The chief procurement officer may make available all such information to any municipality, county, utility district, or other local government unit upon request.

HISTORY: Acts 1999, ch. 382, § 4; 2010, ch. 1067, § 1; 2011, ch. 152, § 1; 2013, ch. 329, § 3; T.C.A. § 12-3-1009; Acts 2013, ch. 403, § 70; 2016, ch. 935, §§ 1, 2.



City of East Ridge

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

Traffic Control: Mike Ailey

RESOLUTION NO. 3190

AGENDA MEMORANDUM

TO: Mayor and City Council
City Manager

FROM: Mike Ailey, Traffic Control Supervisor

SUBJECT: Replacement of traffic loops

DATE: August 18, 2021

Traffic detection loops at listed intersections on Ringgold Rd will need to be replaced as a part of the planned TDOT repaving. The cost for the new loops as quoted by NABCO Electric is \$2,050 each for estimated 9 loops for a total of \$18,450. NABCO Electric is the sole source provider for the traffic detection loops in this area of the State. The funds from the purchase will come from the State Street Aid Fund.

- Spring Creek Rd at Ringgold Rd (1) loop.
- McBrien Rd at Ringgold Rd (SS) (2) loops.
- McBrien Rd at Ringgold Rd (NS) (2) loops.
- S. Moore Rd at Ringgold Rd (SS) (2) loops.
- Tombras Ave at Ringgold Rd (2) loops.
- Total: (9) Loops.

RESOLUTION NO. 3190

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY
MANAGER OR HIS DESIGNEE TO PURCHASE NINE (9)
TRAFFIC DETECTION LOOPS FROM NABCO ELECTRIC
AS A SOLE SOURCE PURCHASE**

WHEREAS, there is a planned TDOT repaving project for certain intersections in the City of East Ridge; and

WHEREAS, new traffic detection loops will need to be installed as part of this planned repaving project; and

WHEREAS, NABCO Electric is the sole source provider for the traffic detection loops in this area of the State.

WHEREAS, the cost of the traffic detection loops is \$2,050 each for a total of \$18,450.

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, nine (9) traffic detection loops from NABCO Electric as a sole source purchase, in the amount of \$18,450, to be paid for from the State Street Aid Fund.

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

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



MIKE CHAUNCEY
Vice Mayor

ESTHER HELTON
Councilmember

CHRISTOPHER J. DORSEY
City Manager

City of East Ridge

*1517 Tombras Avenue
East Ridge, Tennessee 37412
(423) 867-7711*

RESOLUTION NO. 3191

MEMORANDUM

TO: City Council

FROM: Mark Litchford, City Attorney

DATE: August 24, 2021

RE: Amendment to Real Estate Purchase Agreement (5302 S. Stone Street)

The Stone Street Purchase & Sale Agreement has an amendment at Paragraph 20 to provide protections for both the above referenced property and the property located at 5308 Ringgold Rd relative to the construction of an easement for placement of a dumpster to service both properties. During further discussions, the need to amend the Agreement (which was previously approved by the Council in July) helps protect the 2 properties for their intended uses. The small area is depicted on the attached Exhibit. I have also included a copy of the revised Agreement with Paragraph 20 highlighted for clarity.

I am asking that this be placed on the Aug. 26 agenda for Council approval.

RESOLUTION NO. 3191

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, APPROVING AN
AMENDMENT TO THE PURCHASE AGREEMENT
RELATIVE TO THE REAL PROPERTY LOCATED AT
5302 STONE STREET, EAST RIDGE, TENNESSEE, FOR
THE PURPOSE OF CONSTRUCTING AN ANIMAL
CONTROL FACILITY**

WHEREAS, on July 8, 2021, the City of East Ridge approved a purchase agreement for the property located at 5302 Stone Street, East Ridge, Tennessee (the "Property") for the purpose of construction an animal control facility; and

WHEREAS, the parties desire to amend the agreement to include a provision addressing the preservation of an easement and/or abandonment of a portion of Stone Street for placement of a dumpster/trash dispenser to service the Property and the property located 5308 Ringgold Road; and

WHEREAS, a copy of the amended Agreement is attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Purchase Agreement, as amended per Exhibit 1, and authorizes the City Manager is hereby authorized to execute the same.

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

Adopted on this the _____ day of _____ 2021.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey City Manager

Approved as to form:

Mark W. Litchford, City Attorney

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of July, 2021 (the "Effective Date"), by and between EMERSON PROPERTIES OF TN, LLC (hereinafter referred to as the "Seller") and THE CITY OF EAST RIDGE, TENNESSEE (hereinafter referred to as the "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the record owner of fee simple title to certain real property and improvements located at 5302 Stone Street, East Ridge, Tennessee, 37412, Tax Map No. 169J-A-017 and more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Seller, on the terms and conditions set forth below, wishes to sell the Property and Purchaser, on the terms and conditions set forth below, wishes to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the premises, and in further consideration of the covenants and benefits flowing between the parties as set forth below, Seller and Purchaser agree as follows:

1. Agreement to Sell and Purchase. Seller agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from Seller for the purchase price and on terms and conditions set forth in this Agreement.

2. Purchase Price. Subject to credits, adjustments and prorations for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property (the "Purchase Price") shall be One Hundred Twenty-Five and 00/100 Dollars (\$125,000.00 USD) dollars. The total Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) The Purchase Price or such greater or lesser amount as may be necessary to complete the payment of the Purchase Price after credits, adjustments and prorations, shall be paid to Seller at Closing in immediately available funds.

3. Title.

(a) Within twenty (20) days after the Effective Date, Seller shall cause to be prepared and delivered to Purchaser a commitment for an owner's title insurance policy in a form, and issued by a title insurer and issuing agent, acceptable to Purchaser in Purchaser's discretion (the "Title Commitment"). If Seller fails to timely deliver to Purchaser the Title Commitment then, in addition to Purchaser's other rights and remedies, the Inspection Period shall be automatically extended by one day for each day of delay in the delivery of such item. The Title Commitment shall indicate that title is owned by Seller, free and clear of all liens and encumbrances except for (i) any lien for real estate taxes not yet due and payable; (ii) all matters

that would be shown by an accurate survey of the Property; (iii) all applicable building and zoning laws and regulations; and (iv) the matters to which Purchaser has not objected as described below (the "Permitted Exceptions"). At the Closing, Seller shall cause the issuer of the Title Commitment to issue an owner's title insurance policy insuring that Purchaser is vested with good and marketable fee simple title to the Property, subject only to the Permitted Exceptions. At the Closing, Seller shall execute and deliver an owner's affidavit that will cause the issuer of the Title Commitment to delete the standard exceptions in the Title Commitment, including without limitation parties in possession, unfiled construction liens and unrecorded leases.

(b) If the Title Commitment shows matters that are not satisfactory to Purchaser, Purchaser shall give Seller written notice thereof prior to the expiration of the Inspection Period, and shall state in writing Purchaser's objection to the same. Failure to give such notice within said period shall constitute approval of the Title Commitment and all liens, encumbrances and any other matters reflected therein. Within five (5) days after receipt of any such objections from Purchaser, Seller shall have the right, but shall not be obligated, to cure any objections; except that Seller shall be obligated to cure any such objections that could be cured by the payment of money only. If Seller shall fail within such five (5) day period to cure or commit to cure such objections, then Purchaser may elect within five (5) days thereafter by written notice to Seller, either to (i) terminate this Agreement or (ii) waive all title defects that Seller is unwilling to cure and proceed with Closing hereunder as if said title defects did not exist, except that Seller shall be obligated to cure any such objections that could be cured by the payment of money only. Closing may be extended for up to thirty (30) days in order for Seller to cure any title defect that Seller is obligated or has committed to cure.

4. Investigation.

(a) Purchaser shall have up to and including forty-five (45) days from the Effective Date (the "Inspection Period") within which to conduct an investigation of the Property. For the purposes of conducting this investigation, Purchaser shall have the right, both during the Inspection Period and prior to the Closing Date, to personally or through agents, employees, and independent contractors, to enter upon the Property at any time and from time to time for the purposes of inspecting the Property, making additional surveys, environmental tests, soil tests, topographical studies and conducting such other investigations of the Property that Purchaser deems appropriate in Purchaser's discretion. Within five (5) days after the Effective Date, Seller, at Seller's expense, shall deliver to Purchaser all information in Seller's possession or control relating to the Property, including copies of all surveys, environmental reports, deeds, plats and prior or existing title insurance policies ("Seller's Information"). If Seller fails to timely deliver to Purchaser any of Seller's Information then, in addition to Purchaser's other rights and remedies, the Inspection Period shall be automatically extended by one day for each day of delay in the delivery of such item.

5. Closing. The sale and purchase transaction contemplated by this Agreement shall be closed (the "Closing"), the Purchase Price paid, and the deed, settlement statement and other closing documents executed and delivered, on a date mutually agreeable to Seller and Purchaser but no later than August 27, 2021 (the "Closing Date"). The Closing shall take place at Choice Title, 7703 Nashville Street, Ringgold, Georgia 30736.

6. Conveyance. Seller shall convey indefeasible marketable fee simple title to the Property to the Purchaser at Closing by General Warranty Deed (the "Deed") free and clear of all liens and encumbrances. The Deed shall transfer all of Seller's interest in and to all licenses, approvals, tenements, hereditaments and appurtenances belonging or in anywise appertaining to the Property, including without limitation of the foregoing, all right, title and interest of Seller in and to any land lying in the bed of any dedicated street, alley, road or avenue (before or after vacation thereof, and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the Property to the center line thereof.

7. Allocations and Prorations.

(a) Seller shall pay all costs of or relating to the Title Commitment, the owner's title insurance policy and any title searches or status of title reports/certificates and updates associated therewith. With respect to all other closing costs, including all costs relating to the recordation of the Deed, including all transfer and recording taxes, and deed preparation, Purchaser shall be responsible for such costs.

(b) All prorations shall each be made as of 11:59 P.M. local time on the date immediately preceding the Closing Date. Rents, security deposits and common area maintenance deposits (that exist) shall be adjusted ratably as of the time of closing. Real property ad valorem taxes upon the Property assessed for the year in which Closing occurs (regardless of when due and payable) shall be prorated. If the amount of such taxes for the year in which the closing occurs cannot reasonably be determined, the apportionment shall be based at Closing upon the amount of such taxes for the next preceding tax year but shall be readjusted when the amount of such taxes is finally determined. Any back taxes assessed for any year prior to the year in which Closing occurs shall be paid in full by Seller at Closing, including all delinquent and/or interest charges.

8. Documents to be Delivered at Closing; Possession.

(a) In addition to the other documents required to be executed and delivered by Seller at Closing, Seller shall execute and acknowledge, where necessary, and deliver to Purchaser the following documents at the Closing:

(i) A No-Lien Affidavit sufficient to eliminate the standard exceptions set forth in the Title Commitment.

(ii) An Affidavit stating that Seller is not a "foreign person" pursuant to Section 1445(b)(2) of the Internal Revenue Code.

(iii) An Affidavit confirming that all of the representations and warranties made by Seller herein are true and correct as of the Closing Date.

(iv) An Assignment, in recordable form, assigning to Purchaser all of Seller's right, title interest, in and to any and all approvals, consents, leases, licenses, agreements, authorizations, certificates and/or permits relating to the Property.

(b) Purchaser and Seller shall each execute and acknowledge, where necessary, and deliver to each other at Closing such additional documents as may be required to consummate the transactions contemplated by this Agreement.

(c) Sole and exclusive possession of the Property shall be granted to Purchaser from Seller at Closing.

9. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date and shall be true and correct as of the Closing Date as if such representations and warranties were made on the Closing Date, and each of the following shall be deemed independently material and shall survive the Closing:

(a) Seller owns indefeasible marketable fee simple title to the Property and Seller's execution, delivery and/or performance of this Agreement is not prohibited by and will not cause a default under any other agreement, covenant, document or instrument.

(b) Seller has not received any notice that the continued ownership, operation, use and occupancy of the Property violates any zoning, building, health, flood control, fire or other law, ordinance, order or regulation or any restrictive covenants. Seller has no actual knowledge of violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement, affecting all or any portion of the Property and Seller has received no written notice of any such violation issued by any governmental authority.

(c) There are no parties in possession of all or any portion of the Property, as the case may be, as lessees, tenants at sufferance, licensees or trespassers; or if there are parties in possession, said parties will vacate the Property at or prior to Closing unless otherwise expressly provided herein.

(d) There are no pending condemnation proceedings or other litigation to which Seller is a party affecting the Property or any part thereof, nor has Seller received any written notice that such action is contemplated.

(e) All work, labor, services and materials furnished prior to Closing to or in connection with the Property at Seller's request and any improvements constructed thereon prior to Closing will be discharged by Seller at or prior to Closing, so that no mechanics, materialmen or other lien may constitute a claim against the Property or such improvements.

(f) Seller has the full power and authority to make, deliver, enter into and perform pursuant to the terms and conditions of this Agreement and has taken all necessary action or its equivalent to authorize the execution, delivery and performance of the terms and conditions of this Agreement.

(g) There is not now, any action, suit or proceeding pending, or threatened against or affecting the Property or any portion thereof, or relating to or arising out of the

ownership or development of the Property, in any court or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.

(h) Seller has not granted any license, lease or other right relating to the use or possession of the Property, except as disclosed to Purchaser in writing.

(i) To the best of Seller's knowledge, the Property has never been used for the storage, generation, transportation or disposal of any hazardous or toxic wastes or materials. Seller has not received any notice from any governmental agency or entity or other person or entity that any hazardous or toxic wastes or materials are or may be present in, on, or under the Property. As used herein "hazardous or toxic wastes" shall mean and refer to any substances or materials which are regulated by or subject to regulation by any local, state, or federal agencies or entities, pursuant to any law, statute, ordinance, rule or regulation.

(j) Seller is not in default under any mortgage, deed of trust, note, assignment of rents, loan agreement or other agreement to which Seller is a party and which affects any portion of the Property.

10. Conditions of Closing. Purchaser shall be under no obligation to close any of the transactions contemplated herein unless the following conditions (the "Closing Conditions") shall have been satisfied or the conditions have been waived by Purchaser in writing, at or prior to the Closing:

(a) All of the representations and warranties made by Seller shall be true and correct as of the Effective Date and the Closing Date;

(b) Seller shall have performed and complied with all obligations of this Agreement that are to be performed or complied with by Seller at or prior to Closing;

(c) Seller shall have discharged any and all liens and encumbrances against the Property except the Permitted Exceptions;

(d) The Property or any portion thereof shall not have been damaged by fire or other casualty at any time between the Effective Date and the Closing so as to affect the fair market value of the Property.

11. Default and Remedies. If the sale contemplated by this Agreement is not consummated because of Seller's default, or if any of the Closing Conditions are not satisfied, then Purchaser shall elect as its sole remedy, either (i) to terminate this Agreement and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement; or (ii) to affirm this Agreement together with any and all remedies available to Seller at law or in equity, including without limitation specific performance of this Agreement.

12. Notices. All notices, consents, approvals, waivers and elections which any party shall be requested or shall desire to make or give under this Agreement shall be in writing and shall be given only by (i) hand delivery, (ii) certified mail, (iii) next day delivery by nationally recognized package delivery service, or (iv) by email. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addresses set forth below, or that a party may otherwise designate in the manner prescribed herein:

AS TO SELLER:

Emerson Russell
Emerson Properties of TN, LLC
32 Emerson Drive
Rossville, GA 30741

AS TO PURCHASER:

City Manager
c/o Christopher J. Dorsey
1517 Tombras Avenue
East Ridge, Tennessee 37412
cdorsey@eastridgetn.gov

WITH A COPY TO:

Mark W. Litchford, Esq.
5726 Marlin Road
Franklin Building, Suite 107
Chattanooga, Tennessee 37411

Notices shall be effective (i) the date such notice is sent if sent by email or personally delivered, (ii) three (3) business days after the date of mailing or (iii) one (1) business day after the date sent by next day delivery. If notice by email is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day. Any written notice, request or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice, request or demand is actually received by the individual to whose attention at the noticed party such notice, request or demand is required to be sent.

13. Time. TIME IS OF THE ESSENCE WITH RESPECT TO ALL MATTERS SET FORTH IN THIS AGREEMENT.

14. Effective Date. The Effective Date shall be the date on which this Agreement is executed by all parties, and such date shall be inserted on the first page hereof.

15. Assignment. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties, provided that Seller may not assign this Agreement or any rights or obligations hereunder without Purchaser's prior written consent and any prohibited assignment shall be absolutely void. Purchaser shall have the right, at any time and on any terms, all in Purchaser's discretion, to freely and absolutely assign, sell, transfer and/or convey any or all of Purchaser's rights, liabilities, obligations, title and/or interest under or relative to this Agreement. Seller shall promptly execute and deliver to Purchaser all such other and further

documents, agreements and instruments, and shall do all such other acts or things, as Purchaser may request in Purchaser's discretion, to effectuate any such assignment, sale, transfer and/or conveyance.

16. Survival. Only those provisions of this Agreement which expressly so state shall survive Closing under this Agreement.

17. Attorney's Fees. Each party shall bear its own legal expenses in connection with the negotiation and closing of this Agreement.

18. Miscellaneous.

(a) In the event of any controversy concerning this Agreement, the same shall be enforceable in a court of equity by a decree of specific performance, and any party against whom such action for specific performance is brought hereby waives the claim or defense in such action that the complainant has an adequate remedy at law. The remedy of specific performance shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which the parties may have.

(b) No failure of any party to exercise any power given hereunder or to insist upon strict compliance by the other party with its undertakings, duties and obligations hereunder, and no custom or practice of the parties hereto at variance with the provisions hereof, shall constitute a waiver by the indulging party of its right to demand exact compliance with the provisions contained in this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(c) This Agreement constitutes the entire agreement among the parties hereto with respect to the transactions contemplated and supersedes all prior agreements, understandings, and negotiations, both written and oral, among the parties with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties.

(d) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Where the context requires, the use of singular references shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding." The section titles, table of contents and list of exhibits appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All references to any party shall mean and include the successors and permitted assigns of such party; to "including" and "include" shall be understood to mean "including, without limitation"; or to the time of day shall mean the time of day on the day in question in CITY, Tennessee, unless otherwise expressly provided in this Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or

resolved against any party, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used.

(e) With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by law, and the parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

(f) This Agreement may be executed simultaneously in one or more counterparts, including without limitation by facsimile or electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

(h) This Agreement is made and entered into in the State of Tennessee and shall in all respects be interpreted, enforced, and governed under the laws of the State of Tennessee. In the event that any party initiates any legal action or proceeding that relates to this Agreement in any manner whatsoever, including without limitation any legal action or proceeding regarding the interpretation and/or enforcement of this Agreement, it is agreed that the parties shall be subject to the personal jurisdiction of the State of Tennessee, including any state or federal court sitting therein, and that the exclusive venue for such legal action or proceeding shall be in a court of competent jurisdiction located in Hamilton County, Tennessee.

(i) The parties covenant and agree that, on or after the date of this Agreement, each party shall perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts and assurances as necessary to effectuate, evidence and consummate the covenants, agreements and transactions made or contemplated herein, including without limitation executing any such documentation as is requested.

19. Naming Rights. Any structure constructed for a city animal control facility, such facility will reflect the name Emerson Russell.

20. Dumpster/Trash Relocation. In connection with this Agreement, the parties agree to take efforts to allow for the construction of a dedicated area to relocate all dumpsters and/or trash receptacles servicing the Property and the property located at 5308 Ringgold Road, with such area being located between said properties, which may necessitate a road abandonment and/or right of way dedication at the eastern end of Stone Street. Seller agrees to incur all costs and expenses associated with the dedication, construction and placement of the dumpsters and/or trash

receptacles and agrees, at Seller's expense and cost, to erect fencing to screen the area and install necessary safety measures of the area and to concrete the approach/landing to the dumpsters to accommodate heavy refuse removal vehicles. The projected area is identified on Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the Effective Date.

SELLER:

EMERSON PROPERTIES OF TN, LLC

By: _____

Name: _____

Title: _____

PURCHASER:

CITY OF EAST RIDGE, TENNESSEE

By: _____

Name: _____

Title: _____

EXHIBIT A

SEC 32 SW 1/4 TWP 2S OR 6N R3W

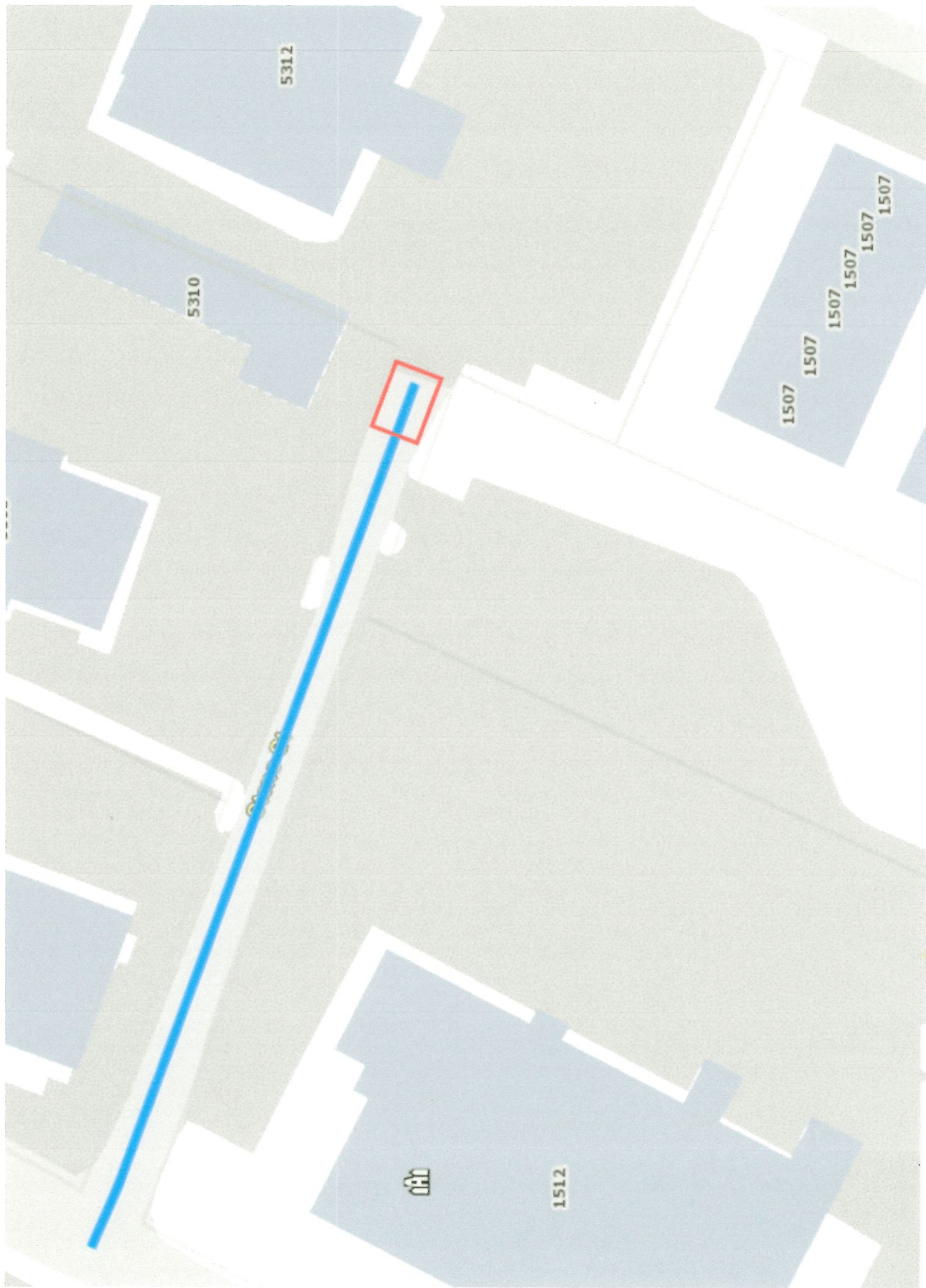
LOCATED IN THE SECOND CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE

Located in the Southwest Quarter of Section Thirty-Two (32), Township Six (6), North, or Two (2), South, Range Three (3), West of the Basis Line, Ocoee District, to-wit:

BEGINNING in the corner of an old fence line, said point being the Southeast corner of the property conveyed by C.C. Richmond and wife to B.D. Stone and wife dated March 19, 1919, and recorded in Book A, Vol. 15, page 72, of the Register's Office of Hamilton County, Tennessee; thence Westwardly along the South line of the Stone Tract, One Hundred (100) feet; thence North Twenty-Three (23) Degrees East, Three Hundred Eight-Nine (389) feet, more or less, to the South line of a twenty (20) foot alley; thence Eastwardly along the South line of said alley, One Hundred (100) feet; thence South Twenty-Three (23) Degrees West, Three Hundred Ninety-Four (394) feet, more or less, to the Point of Beginning.

For prior title see deed recorded in Deed Book 9253, Page 186, in the Register's Office of Hamilton County Tennessee.

Property known as: 5302 Stone Street, Chattanooga, Tennessee 37412;
Parcel #169J-A-0 17.





City of East Ridge

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

MEMO

TO: Mayor and Council; City Manager Dorsey

FROM: Amanda C. W. Bowers, Community Involvement Coordinator

DATE: August 23, 2021

RE: PEP “Driver Safety” Matching Grant Program FY 22 Application

The Public Entity Partners, formerly known as the TML Risk Management Pool, or The Pool, is offering again this year the James L. Richardson “Driver Safety” Matching Grant Program. This program is designed to assist members who have motor vehicle insurance with PEP to fund driver training, driver safety and improvement technology and other driver safety programs focused on reducing the liability exposure from vehicle operations as well as backup cameras for vehicles and equipment that may have blind spots to help employees prevent accidents while backing up in City vehicles.

The City would like to apply for this grant to purchase back-up cameras for City vehicles that need them as well as driver safety training for those that drive the vehicles/equipment. Also, we will look into getting GPS for city vehicles.

Please let me know if you have any questions. Thank you for your consideration.