

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

**May 9, 2024  
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call  
B. Milestone Awards for April
4. Consent Agenda:
  - A. Approval of Minutes April 25, 2024 Council Meeting
  - B. Declaration of Surplus Property – Police Department vehicles
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
  - A. **PUBLIC HEARING FOR RESOLUTION NO. 3541** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A USE ON REVIEW FOR A VARIANCE TO THE CITY’S SIGN ORDINANCE NO. 1028 FOR LEXI HANEY, REPRESENTING STERLING HEIGHTS APARTMENTS, TO INSTALL AN OFF-PREMISE DIRECTIONAL LEASING SIGN IN THE RIGHT-OF-WAY AT THE INTERSECTION OF GERMANTOWN ROAD AND GLEASON DRIVE
  - B. **RESOLUTION NO. 3541** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A USE ON REVIEW FOR A VARIANCE TO THE CITY’S SIGN ORDINANCE NO. 1028 FOR LEXI HANEY, REPRESENTING STERLING HEIGHTS APARTMENTS, TO INSTALL AN OFF-PREMISE DIRECTIONAL LEASING SIGN IN THE RIGHT-OF-WAY AT THE INTERSECTION OF GERMANTOWN ROAD AND GLEASON DRIVE
  - C. **RESOLUTION NO. 3542** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR CONSTRUCTION OF A MULTI-USE MOUNTAIN BIKE TRAIL AND PEDESTRIAN TRAIL AT CAMP JORDAN PARK

- D. **RESOLUTION NO. 3543** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A COST ANALYSIS FOR GENERAL OPERATING SUPPLIES, EQUIPMENT, AND APPLIANCES FOR THE NEW ANIMAL SHELTER
  - E. **RESOLUTION NO. 3544** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE REPLACEMENT OF THE CGM CONTROLLER AND THE SNE ENGINE TO CONTROL THE ADMINISTRATION RTU HVAC SYSTEM AT CITY HALL
  - F. **RESOLUTION NO. 3545** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE AN ENGAGEMENT LETTER WITH HHM, CERTIFIED PUBLIC ACCOUNTANTS, FOR AUDITING SERVICES FOR FY 2023-2024 AS REQUIRED BY THE STATE OF TENNESSEE AND OTHER REGULATORY AGENCIES
  - G. **RESOLUTION NO. 3546** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (“TDOT”), FOR THE CITY OF EAST RIDGE TO PROVIDE MOWING SERVICES AT THE I-75, EXIT 1 INTERCHANGE, FOR FY 2024 – 2025, ON A REIMBURSEMENT BASIS
  - H. **RESOLUTION NO. 3547** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF DICKERT POND AT CAMP JORDAN BY THE EAST RIDGE OPTIMIST CLUB TO HOLD A FISHING RODEO
  - I. **RESOLUTION NO. 3548** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF THE AMERICAN WATER CHARITABLE FOUNDATION WATER AND ENVIRONMENT GRANT
  - J. **RESOLUTION NO. 3549** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING THE BISSELL PET FOUNDATION’S “EMPTY THE SHELTERS” GRANT PROGRAM
  - K. FY 2024 – 2025 Budget Presentation by the City Manager
  - L. Discussion of Tentative Agenda Items for the **May 23, 2024** City Council Meeting (see Attachment A)
10. Adjourn

**ATTACHMENT A  
TENTATIVE AGENDA  
May 23, 2024**

8. **Old Business:** None

9. **New Business:**

- A. **ORDINANCE NO. \_\_\_\_** - Amendments to Ordinance 481 relating to Ordinance 1028, the East Ridge Sign Ordinance (1<sup>st</sup> reading)
- B. **RESOLUTION NO. \_\_\_\_** – Approval of an Agreement with Kimley Horn to Provide Grant Administration and Design Services for the Local Parks and Recreation Fund (“LPRF”) Grant for the Community Center
- C. **RESOLUTION NO. \_\_\_\_** – Approval of Bids for Installation of Exterior Siding and Painting - Sanitation/Streets Building (Bid Opening May 14, 2024)
- D. **RESOLUTION NO. \_\_\_\_** - Appointment to the Industrial Development Board (Councilmember Witt)
- E. **RESOLUTION NO. \_\_\_\_** - Appointment to the Industrial Development Board (Councilmember Cagle)
- F. **RESOLUTION NO. \_\_\_\_** - Waive fee for Optimist Club meetings at Community Center
- G. **RESOLUTION NO. \_\_\_\_** - Waive fee for Optimist Club Annual Kars-for-Kids Auto and Motorcycle Show and Swap Meet at Camp Jordan Arena
- H. **RESOLUTION NO. \_\_\_\_** - Waive fee for Optimist Club Boo-b-Que – City Hall Parking Lot

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

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

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

Debbie Lance, True Life Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

**Present:** Mayor Williams, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, City Manager Miller, City Attorney Litchford, and City Recorder Middleton. Vice Mayor Haynes was not present.

**Attendance:** 18

**Presentation to City Councilmembers** – Ashley Leon, Jose Mendez, and Zhong Chen with the East Ridge High School Future Ready Construction Pathway program presented wooden ink pens they made in the class to the Mayor, Council, and staff. Their teacher, Charlie Ritchey, was also present for the pen presentation.

**Special Proclamation** – Mayor Williams read and presented a proclamation to Patty Childers and Sonya Reeves with the Chattanooga Hamilton County Family Justice Center in recognition of National Crime Victims’ Rights Week.

**Consent Agenda:**

- A. Approval of Minutes April 11, 2024 Council Meeting
- B. Approval of the February 2024 Financial Report
- C. Declaration of Surplus Property – Police Department vehicles

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

**Communication from Citizens:**

Stan Allen, 4225 Greenbriar Road, and former Chief of Police, announced he would be running for Council in the November election.

**Communication from Councilmembers:**

Councilmember Cagle stated the owner of Mas Tequila Mexican Restaurant has a water runoff issue behind the sidewalk and asked Mr. Cagle if the City could do anything about it.

Councilmember Witt had nothing at this time.

Councilmember Tyler stated the Optimist Club community yard sale was a big success. He thanked everyone involved. He also stated that on May 11, 2024, there will be a food drive at Southern Honda and local churches could pick up food donation boxes by contacting him.

Mayor Williams announced the following:

- East Ridge Library
  - Spring Craft Fair - April 27, 2024, 10 am–5 pm – Local vendors, food, petting zoo with pony rides, door prizes, and book sale. Free admission.
  - Cookin’ the Books Cooking Club – Monday, April 29, 2024 @ 6 pm
  - Bingo – Thursday, May 2, 2024 @ 2 pm
  - Novel Idea Book Club – Saturday, May 11, 2024 @ 11 am
  - Lego Club – First Saturday of every month 11:30 – 12:30 pm, ages 6-11
- Parks and Recreation
  - Visit the website [eastridgeparksandrec.com](http://eastridgeparksandrec.com) to see events, such as sports, festivals, expos, car shows, etc.
  - Summer baseball for ages 12 – 16. Visit the website to register or contact Avery Gallam at 423-710-6100.
  - Community Conversations (Community Center) – April 26, 2024 @ 4 pm and May 3, 2024 @ 4 pm. The Hamilton County Health Department will be present to provide presentations for youth. Free pizza and drinks.
  - Korfball (Community Center) – April 30<sup>th</sup>, May 7, 14, and 21. Ages 13 plus.
  - Mothers Tea Party (Community Center) – Saturday, May 11, 2024, 1 pm – 3 pm. Must RSVP.
- Fall Festival September 28, 2024, 10 am – 5 pm @ Camp Jordan – Food, music, bounce house, treats, games, craft vendors, and more.

**Communication from City Manager:**

- Multi Modal/Ringgold Road Project – This project is almost complete. Barrels will be removed on the outside westbound lane between Belvoir and Weldon tomorrow. Lanes will be closed on the outside lane westbound lane on Friday, May 3 – May 6 to take out a section of curb and gutter that did not pass inspection. It will have to be repoured. There will be roving closures between McBrien and Weldon.
- N. Mack Smith Road Project – The gas line on the east side of N. Mack Smith from Ringgold Road to the north property line of the Budgetel will have to be relocated. After that is completed, Adams Contracting will construct and install storm sewer pipe and drainage structures on the east side. The utilities should take approximately two months.

**Old Business:** None

**New Business:**

**RESOLUTION NO. 3539 – A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE ACCEPTANCE OF A DONATION FROM EMERSON PROPERTIES, LLC, OF AN EXISTING OUTDOOR**

**ADVERTISING SIGN LOCATED AT 6501 RINGGOLD ROAD, EAST RIDGE, TENNESSEE, PURSUANT TO A SIGN DONATION AGREEMENT** – City Attorney Litchford read on caption. City Manager Miller stated he had an idea about converting an existing vacant sign at 6511 Ringgold Road to an electronic sign to advertise and promote events in East Ridge. He quoted between \$50,000 and \$75,000 to convert the sign, but the quote from our sign contractor is between \$275,000 - \$300,000. Mr. Miller believes the funds could be better used for other projects; therefore, he recommended that this item be withdrawn from the agenda. Councilmember Cagle made a motion, seconded by Councilmember Tyler, to remove this item from the agenda. The vote was unanimous. Motion approved. Mr. Cagle would also like for the City Manager to have the owner of this property remove the sign since our sign ordinance states signs must be removed within 30 days of a business closing.

**RESOLUTION NO. 3540 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ACCEPT A DONATION OF A NEW CANINE BALLISTIC VEST FOR K9 POLICE OFFICER QUEST THROUGH A GRANT FROM BRADY’S K9 FUND** – City Attorney Litchford read on caption. Economic/Community Development Administrator McAllister stated this is a donation through a grant program from Brady’s K9 Fund. It is for a ballistic vest for K9 Officer Quest valued at \$1,500. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3540. The vote was unanimous. Motion approved.

**Discussion of Tentative Agenda Items for the May 9, 2024 City Council Meeting:**

- Milestone Awards for April
- **Old Business:** None
- **New Business:**
  - **PUBLIC HEARING FOR RESOLUTION NO. \_\_\_\_ - Use on Review – Approval of an Off-Premise Directional Sign at Gleason Drive and Germantown Road for Sterling Heights Apartments** – Chief Building Official Howell stated the owners have done a \$2.6 million renovation but people are having trouble finding the apartments. Mr. Howell will have a rendering at the next meeting.
  - **RESOLUTION NO. \_\_\_\_ - Use on Review – Approval of an Off-Premise Directional Sign at Gleason Drive and Germantown Road for Sterling Heights Apartments** – No further discussion.
  - **RESOLUTION NO. \_\_\_\_ – Approval of bids for construction of a multi-use mountain bike trail and pedestrian trail at Camp Jordan Park** – Director Skiles stated bids were opened on April 17<sup>th</sup> and she is meeting with the low bidder to make sure they meet all TDEC specifications. Councilmember Cagle brought up an easement where WWTA was supposed to build a walking trail on 13 acres. City Attorney Litchford will check on this.

- **RESOLUTION NO. \_\_\_\_ - Approval of bid for the installation of a CGM controller and the SNE engine to control the Administration RTU HVAC system at City Hall (Bid Opening April 30, 2024)** – City Manager Miller stated the CPU is the original that was installed when the building was constructed. He also stated it stays cold in the administrative offices at City Hall and this should help.
- **RESOLUTION NO. \_\_\_\_ - Approval of Animal Shelter Cost Analysis** – Economic/Community Development Administrator McAllister stated the cost analysis is for all supplies, equipment, appliances, etc. that will be needed for the new shelter. There will be nothing used from the old Animal Shelter.
- **RESOLUTION NO. \_\_\_\_ - Approval of engineering and architectural firm to provide design services and grant administration for the renovation of the Community Center through the LPRF grant** – Mr. McAllister stated a committee will meet with the four firms that submitted their qualifications for this project. The firms will be rated and a recommendation will be presented at the next meeting.
- **RESOLUTION NO. \_\_\_\_ – Approval of Henderson, Hutcheson, and McCullough (“HHM”) to conduct the FY 2024 audit** – Finance Director Qualls stated she will have HHM’s engagement letter at the next meeting. Cost of the audit will be \$51,000.
- **FY 2024 – 2025 Budget Presentation by the City Manager** – City Manager Miller will present the budget at the next meeting. He stated it is a tight budget with no tax increase. Mayor Williams asked the Council to consider if they would like to have a workshop or talk to the City Manager one-on-one to go over the budget..

**Other:**

City Manager Miller stated there are two Council positions to be placed on the November ballot. We must get a letter to the Election Commission asking that the two positions be placed on the ballot plus any other issues that we wish to have on it. Mr. Miller asked Council if they had other issues that needed to be on the ballot and to let him know if they did.

Being no further business, the meeting was adjourned.





**RESOLUTION NO. 3541**

**AGENDA MEMORANDUM**

**Use on Review**

**Off-Premises Directional Leasing Sign**

**Date: May 9, 2024**

Submitted by:



Michael Howell, Chief Building Official

**SUBJECT:**

Lexi Haney is requesting the city council's permission to install an off-premises directional leasing sign for Sterling Heights Apartments, located at 3222 Gleason Drive. The proposed sign location is within the right-of-way at the corner of Germantown Rd and Gleason Drive, to the west.

Sign Ordinance 1028, Article VI - Supplemental Regulations and Exceptions, section 110, all off-premises signs, including billboards, require a use-on-review.

**RESOLUTION NO. 3541**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A USE ON REVIEW FOR A VARIANCE TO THE CITY'S SIGN ORDINANCE NO. 1028 FOR LEXI HANEY, REPRESENTING STERLING HEIGHTS APARTMENTS, TO INSTALL AN OFF-PREMISE DIRECTIONAL LEASING SIGN IN THE RIGHT-OF-WAY AT THE INTERSECTION OF GERMANTOWN ROAD AND GLEASON DRIVE**

**WHEREAS**, Lexi Haney, representing Sterling Heights Apartments, located at 3222 Gleason Drive, has petitioned the City of East Ridge pursuant to and in conformity with the Zoning Ordinance and the City's sign ordinance, to approve a use on review for a variance to the City's Sign Ordinance No. 1028 to allow the installation of an off-premise directional leasing sign in the right-of-way at the intersection of Germantown Road and Gleason Drive – Latitude: 35.01093 N/Longitude: 85-25389 W; and

**WHEREAS**, pursuant to Sign Ordinance 1028, Article VI - Supplemental Regulations and Exceptions, section 110, all off-premises signs, including billboards, require a use-on-review; and

**WHEREAS**, after due and proper notice as provided by applicable law, the City of East Ridge held a public meeting on the proposed variance request; and

**WHEREAS**, the City Council has determined that the use on review for a variance to the city's Sign Ordinance No. 1028, is appropriate pursuant to and in conformity with the Zoning Ordinance and Sign Ordinance of the City of East Ridge.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:**

Section 1. The City Council hereby approves a use on review permit for a variance to the City's sign ordinance for Lexi Haney, representing Sterling Heights Apartments, to install an off-premise directional leasing sign in the right-of-way at the intersection of Germantown Road and Gleason Drive – Latitude: 35.01093 N/Longitude: 85-25389 W

Section 2. The passage of this Resolution is subject to the following requirements:

- A. Lexi Haney, representing Sterling Heights Apartments, will comply with all applicable provisions of the zoning ordinance and sign ordinance, as well as any local, state, and federal requirements.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**USE-24-1**

Use On Review  
Status: Active  
Submitted On: 4/10/2024

**Applicant**

 Lexi Haney  
 423-267-9917 ext. 319  
 lexihaney@prattliving.com  
 1734 Dayton Blvd  
Chattanooga, TN 37405

**Applicant Information**

*Location: City Right of way  
Lat: 35.01093 N M.H. 4/30/2024  
Lon: 85.25389 W*

**Applicant Name\***

Lexi Haney

**Applicant Address\***

1734 Dayton Blvd

**Applicant Phone Number\***

(423) 267-9917

**Email\***

lexihaney@prattliving.com

**Property Information**

**Property Address\***

City of East Ridge Right of Way

**Tax Parcel Number\***

NA

**Property Zoning\***

R1

**Requested Use on Review\***

Directional leasing sign for Sterling Heights Apartments. Address used for application is the closest physical address to the proposed location within the ROW.

A map showing location of property, all adjacent streets and/or rights-of-way, property boundaries, and frontages should be included with this application. Such information is obtainable at <http://gis.hamiltontn.gov/mapmaker/home.asp>

Proof of Ownership of the property must be included with application.

Use additional sheet to attach any comments on case background or information that are pertinent to this application.

**Internal Use Only**

 **Current Date**

04/10/2024

 **Decision**

-

🔒 Resolution Number

🔒 Date Submitted


🔒 Date of Decision

🔒 City Council Findings

🔒 Address

## Attachments

 **Map showing location of property, all adjacent streets and/or rights-of-way, property boundaries, and frontages**  
Sterling Heights Leasing Sign.pdf  
Uploaded by Lexi Haney on Apr 10, 2024 at 9:55 AM

 **Proof of Ownership** REQUIRED  
Sterling Heights Permit.pdf  
Uploaded by Lexi Haney on Apr 10, 2024 at 9:57 AM
















 **Sterling Heights Banner Mockups (1).png**  
Sterling Heights Banner Mockups (1).png  
Uploaded by Lexi Haney on Apr 12, 2024 at 10:04 AM

## History

Date	Activity
5/1/2024, 11:22:30 AM	Michael Howell changed Email from "ianblackmore@prattliving.com" to "lexihaney@prattliving.com" on Record USE-24-1
5/1/2024, 11:21:44 AM	Michael Howell changed Applicant Name from "Ian Blackmore" to "Lexi Haney" on Record USE-24-1
4/30/2024, 2:42:30 PM	Michael Howell changed Tax Parcel Number from "156L J 015" to "NA" on Record USE-24-1
4/30/2024, 2:42:30 PM	Michael Howell changed Property Address from "717 S Germantown Road" to "City of East Ridge Right of Way" on Record USE-24-1
4/10/2024, 10:21:11 AM	Michael Howell changed Current Date from "" to "04/10/2024" on Record USE-24-1
4/10/2024, 10:05:36 AM	altered payment step Application Fee, changed sequence from "1" to "0" on Record USE-24-1
4/10/2024, 10:05:36 AM	Melissa Mahoney assigned approval step Intake Review to Michael Howell on Record USE-24-1
4/10/2024, 9:59:48 AM	approval step Intake Review was assigned to Melissa Mahoney on Record USE-24-1
4/10/2024, 9:59:46 AM	completed payment step Application Fee on Record USE-24-1
4/10/2024, 9:57:49 AM	Lexi Haney submitted Record USE-24-1

Date	Activity
4/10/2024, 9:30:08 AM	Lexi Haney started a draft of Record USE-24-1

### Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Application Fee	4/10/2024, 9:57:51 AM	4/10/2024, 9:59:46 AM	Lexi Haney		Completed
 Intake Review	4/10/2024, 9:59:47 AM		Michael Howell		Active
 Council Decision					Inactive
 Decision Letter					Inactive

# Sterling Heights Iled Vertical Banner Mockup

Northwest Corner of  
ason & Germantown Rd

Graphics: 4ft wide x 6ft height



# GISMO 5



## Legend

-  Parcels

0 200.00 400.0 Feet

NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
© Latitude Geographics Group Ltd.



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.



We are requesting to put at sign in the city ROW therefore we have no proof of ownership of said property.

Ian Blackmore

A handwritten signature in blue ink, appearing to read "Ian Blackmore", with a long horizontal flourish extending to the right.

4/10/2024

**RESOLUTION NO. 3542**

**AGENDA MEMORANDUM**

**Approval of Bid  
Bike/Pedestrian Trail at Camp Jordan  
May 9, 2024**

Submitted by:

*Shaunna Skiles*

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Parks and Recreation Director

**SUBJECT: Bike/Pedestrian Trail at Camp Jordan**

The Parks and Recreation Department accepted sealed bids for the Bike/Pedestrian Trail System project at Camp Jordan Park on April 17<sup>th</sup>, at 2:30 pm. Five (5) bids were received for the Bike/Pedestrian Trail project.

- |                                    |   |
|------------------------------------|---|
| 1. <b>Tailored Trails LLC</b>      | \$301,639.00 10 ft or \$266,143.00 6 ft |
| 2. <b>Lumberjacks</b>              | \$38,488.52 10 ft                       |
| 3. <b>Martin’s Land Clearing</b>   | \$18,500.00 10 ft                       |
| 4. <b>Rough Cut Trials Designs</b> | \$322,800.00 10 ft                      |
| 5. <b>Trelcru</b>                  | \$129,888 10 ft                         |

At this time, staff recommends approval of the low bid from Martin’s Land Clearing in the amount of \$18,500.00. Once this project is approved and completed, we will have fulfilled our requirements of the TDEC-RES portion of the partial conversion of Camp Jordan. This project will be funded by the Capital Improvement Fund.

SS

**RESOLUTION NO. 3542**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR CONSTRUCTION OF A MULTI-USE MOUNTAIN BIKE TRAIL AND PEDESTRIAN TRAIL AT CAMP JORDAN PARK**

**WHEREAS**, on March 10, 2024, the City of East Ridge advertised for bids for construction of a multi-use mountain bike trail and pedestrian trail at Camp Jordan Park; and

**WHEREAS**, sealed bids were opened and publicly read on April 17, 2024, beginning at 2:30 p.m. at East Ridge City Hall; and

**WHEREAS**, City staff has maintained a file of the bids which were submitted; and

**WHEREAS**, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for construction of a multi-use mountain bike trail and pedestrian trail at Camp Jordan Park be awarded to Martin's Land Clearing in the amount of \$18,500.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for the construction of a multi-use mountain bike trail and pedestrian trail at Camp Jordan Park be awarded to Martin's Land Clearing in the amount of \$18,500.00.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and Martin's Land Clearing subject to approval of the City Attorney, in the amount stated herein.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

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

Approved as to Form:

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



*Trail site plan.*



■ Perimeter 1.5 miles  
■ INNER TRAILS ■ Small Loop 0.9 miles  
TOTAL miles 2.8  
trail we already have.

**RESOLUTION NO. 3543**

**AGENDA MEMORANDUM**

**Cost Analysis for Supplies  
for the new  
East Ridge Animal Shelter**

**May 9, 2024**

Submitted by:

*Cameron McAllister*

Administrator of Economic & Community Development

**SUBJECT: Approval of the Cost Analysis for the new East Ridge Animal Shelter**

City Administration is asking for the approval from the Mayor and Council on the attached cost analysis for the new East Ridge Animal Shelter. City Manager Miller and staff met to create a cost analysis for general operating supplies (i.e., sanitary cleaners, towels, blankets, pet food, etc.), equipment (i.e., office furniture, animal enclosures, stainless steel prep bowls, exam table, etc.) and appliances (i.e., commercial grade washer and dryer, commercial grade dishwasher, refrigerator, etc.) needed for the new building.

MBI Companies, Inc. and staff met to discuss the needs of the building prior to creating a cost analysis to support their recommendations. To stock the new shelter with all necessary supplies, the City wishes to begin purchasing items immediately. Shipping delays are expected for large-scale appliances ranging from 6-12 weeks.

The total cost of the attached analysis is \$37,633.00. However, staff is requesting the approval from the Mayor and Council to allow the City Manager or his designee not to exceed \$40,000 to provide for any additional expenses or inflation that may occur during the purchasing process. Funding for these expenditures will come from the contingency of the project award.

**RESOLUTION NO. 3543**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
APPROVING A COST ANALYSIS FOR GENERAL  
OPERATING SUPPLIES, EQUIPMENT, AND  
APPLIANCES FOR THE NEW ANIMAL SHELTER**

**WHEREAS**, the City of East Ridge is in the process of constructing a new Animal Shelter; and

**WHEREAS**, the City will need to purchase general operating supplies, equipment, and appliances for the new Animal Shelter; and

**WHEREAS**, staff has prepared the attached cost analysis in the amount of \$37,633 but is requesting approval of an amount not to exceed \$40,000 to provide for any additional expenses or inflation that may occur during the purchasing process.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the cost analysis for the new Animal Shelter is hereby approved in the amount of \$37,633 with an additional amount of \$2,367 to cover additional expenses or inflation, for a total amount not to exceed \$40,000.

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



Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

Attest:

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

Approved as to Form:

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

## New East Ridge Animal Shelter Equipment & Supplies

### Reception Area/Front Lobby

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Desk Top Computer & Monitor	Dell (See Litefoot for Quotes)	1	\$900.00
Printer (Copy, Scan, & Fax)	Amazon	1	\$400.00
Office Chairs (Leather Material)	Amazon	3	\$350.00
Visitor Chairs/Lounge Furniture	No Preferred Vendor	4	\$500.00
Wooden Filing Cabinet	Amazon/Office Depot	1	\$200.00
Bookcase	Amazon/Office Depot	1	\$150.00
Non-Slip Entrance Way Rug	Amazon	1	\$100.00
Automatic Sanitation Station (Mount)	No Preferred Vendor	1	\$50.00
Set of 2-way Radios	No Preferred Vendor	1	\$100.00
General Shelter Operating Office Supplies	Amazon	N/A	\$1,000.00
<b>Total</b>			<b>\$3,750.00</b>

### Supervisor's Office

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Desk	Amazon/Office Depot	1	\$500.00
Desk Top Computer & Monitor	Dell (See Litefoot for Quotes)	1	\$900.00
Printer (Copy, Scan, & Fax)	Amazon	1	\$400.00
Office Chair (Leather Material)	Amazon	1	\$120.00
Visitor Chairs	No Preferred Vendor	2	\$250.00
Wooden Filing Cabinet	Amazon/Office Depot	1	\$200.00
Bookcase	Amazon/Office Depot	1	\$200.00
<b>Total</b>			<b>\$2,570.00</b>

### Employee Breakroom/Volunteer Workspace

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Coffee Pot	Amazon	1	\$40.00
Residential Microwave	Amazon	1	\$150.00
Residential Grade Refrigerator	Sam's/Costco	1	\$1,500.00
Breakroom/Conference Table with Chairs	No Preferred Vendor	1	\$1,000.00
Set of Employee Lockers (4)	No Preferred Vendor	1	\$300.00
Paper Products/Plasticware/Supplies	No Preferred Vendor	N/A	\$100.00
<b>Total</b>			<b>\$3,090.00</b>

**Laundry Area**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Commerical Grade Washing Machine	Miele Brand	1	\$2,500.00
Commerical Grade Dryer	Miele Brand	1	\$2,500.00
Towels	Amazon	60	\$400.00
Blankets	Amazon	60	\$400.00
Small Trash Receptacle	Amazon	1	\$20.00
Laundry Supplies	No Preferred Vendor	N/A	\$100.00
		<b>Total</b>	<b>\$5,920.00</b>

**Restrooms**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Small Trash Receptacle	Amazon	2	\$40.00
Paper Towel Holder (Mount)	Amazon	2	\$30.00
Toilet Paper Holder (Mount)	Amazon	2	\$20.00
Bathroom Supplies	No Preferred Vendor	N/A	\$100.00
		<b>Total</b>	<b>\$190.00</b>

**Animal Food Prep Area**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Commerical Grade Dishwasher	No Preferred Vendor	1	\$3,000.00
Stainless Steel Cat Feeder Bowls	Amazon	14	\$80.00
Stainless Steel Cat Water Bowls	Amazon	14	\$80.00
Stainless Steel Dog Feeder Bowls	Amazon	30	\$250.00
Pill Pockets	Amazon	2	\$40.00
Stainless Steel Mixing Bowls	Amazon	2	\$20.00
Can Opener	Amazon	2	\$40.00
		<b>Total</b>	<b>\$3,470.00</b>

**Dog Kennel Area**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Kuranda Silver Aluminum Dog Beds	Amazon	30	\$4,500.00
Small Kennel Door White Boards	Amazon	30	\$50.00
		<b>Total</b>	<b>\$4,550.00</b>

**Cat Kennel Area**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Kuranda Silver Aluminum Cat Beds	Amazon	12	\$1,680.00
Nursing Bottles	Amazon	3	\$30.00
Heating Pads	Amazon	2	\$40.00
Stainless Steel Litter Pans	Amazon	14	\$300.00
100-Count Pee Pads	Amazon	1	\$20.00
Large Cat Kennels (6 sets of 2) (Stackable)	Amazon	6	\$6,500.00
Pet Taxis (Cat Carriers)	Amazon	5	\$150.00
<b>Total</b>			<b>\$8,720.00</b>

**Exam Room**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Medical Grade Exam Light	Amazon	1	\$130.00
Medical Grade Animal Exam Table	Pet Pro Supply Company	1	\$1,893.00
Small Locking Safe (Meds)	Amazon	1	\$100.00
Small Undercounter Refrigerator	Amazon	1	\$150.00
General Exam Room Supplies	No Preferred Vendor	N/a	\$100.00
<b>Total</b>			<b>\$2,373.00</b>

**Animal Isolation Room(s)**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Large Cat Kennel	Amazon	1	\$100.00
Large Dog Kennel	Amazon	1	\$100.00
Kuranda Silver Aluminum Cat Bed	Amazon	1	\$150.00
Kuranda Silver Aluminum Dog Bed	Amazon	1	\$150.00
Stainless Steel Cat Water Bowl	Amazon	1	\$10.00
Stainless Steel Cat Food Bowl	Amazon	1	\$10.00
Stainless Steel Dog Food Bowl	Amazon	1	\$10.00
Stainless Steel Dog Water Bowl	Amazon	1	\$10.00
<b>Total</b>			<b>\$540.00</b>

**Deceased Animals**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Small Chest Freezer	Sam's/Costco	1	\$800.00
Large Chest Freezer	Sam's/Costco	1	\$700.00
<b>Total</b>			<b>\$1,500.00</b>

**Cat Meet & Greet Room**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Self Watering Bowl	Amazon	1	\$30.00
Cat Tower	Amazon	1	\$30.00
Visitor Chairs/Bench	No Preferred Vendor	2	\$200.00
Small Trash Receptacle	Amazon	1	\$20.00
		<b>Total</b>	<b>\$280.00</b>

**Dog Meet & Greet Room**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Self Watering Bowl	Amazon	1	\$30.00
Visitor Chairs/Bench	No Preferred Vendor	2	\$200.00
Small Trash Receptacle	Amazon	1	\$20.00
		<b>Total</b>	<b>\$280.00</b>

**Storage Room**

<i>Equipment Requested</i>	<i>Preferred Vendor</i>	<i>Quantity</i>	<i>Total Amount</i>
Electric Mop	Amazon	1	\$160.00
Shop Vacuum	Amazon	1	\$100.00
Broom with Dustpan	Amazon	2	\$40.00
General Cleaning Supplies	Sam's/Walmart/Amazon	N/a	\$100.00
		<b>Total</b>	<b>\$400.00</b>

**Proposed Requested Total****\$37,633.00**

**RESOLUTION NO. 3544**

**AGENDA MEMORANDUM  
HVAC CONTROLS – CITY HALL**

May 9, 2024

Submitted By:

  
J/Scott Miller, City Manager

**SUBJECT:**

The City of East Ridge solicited bids for the replacement of the controller units and upgrades to the HVAC system for City Hall. We received the following proposal:

- Daikin Applied Americas, Inc. - \$36,742.98
- Johnson Controls – Did not submit a proposal.

Maintenance Supervisor Chris Gilbert did research on Daikin to ascertain their qualifications and expertise in the HVAC field. Daikin is a worldwide provider of advanced, high quality air conditioning and heating solutions for residential, commercial and industrial applicants. They have been in business for more than 90 years. Daikin has previously installed this system, or similar, in other Hamilton County buildings and they are currently installing one in Silverdale at the present time.

Daikin will be upgrading our licensing and components in the existing Honeywell panel as well as replacing all the zone controllers and sensors that will work with the upgraded panel. Any obsolete components will be removed. City employees that are granted access to the system will be able to control it from a computer, phone, laptop, or tablet. The system will have alarms on it that will send alert text messages to the Building Maintenance Department and whoever is deemed necessary. Each zone on the system will have the ability to be controlled separately. Daikin will provide all new blueprints, 3D renderings, and any other graphics and programs. The installation also comes with a one (1) year maintenance service.

City Staff recommends that Daikin Applied Americas, Inc. be awarded the bid for the HVAC controls project for City Hall at their quote of \$36,742.98. Funds are available for this project from the 2023-2024 Capital Improvement Fund for upgrades to buildings-various sites.

Attachment

JMS/

**RESOLUTION NO. 3544**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE REPLACEMENT OF THE CGM CONTROLLER AND THE SNE ENGINE TO CONTROL THE ADMINISTRATION RTU HVAC SYSTEM AT CITY HALL**

**WHEREAS**, on April 10, 2024, the City of East Ridge advertised for bids for the replacement of the CGM controller and the SNE engine to control the Administration RTU HVAC system at City Hall; and

**WHEREAS**, sealed bids were opened and publicly read on April 30, 2024, beginning at 2:00 p.m. at East Ridge City Hall; and

**WHEREAS**, one (1) bid was received from Daikin Applied in the amount of \$36,742.98; and

**WHEREAS**, City staff has maintained a file of the bids which were submitted; and

**WHEREAS**, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for replacement of the CGM controller and the SNE engine to control the Administration RTU HVAC system at City Hall be awarded to Daikin Applied in the amount of \$36,742.98.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for replacement of the CGM controller and the SNE engine to control the Administration RTU HVAC system at City Hall be awarded to Daikin Applied in the amount of \$36,742.98.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and Daikin Applied subject to approval of the City Attorney, in the amount stated herein.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

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

Approved as to Form:

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



# CONTROLS QUOTE



## East Ridge City Hall controls upgrade

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

Quote #: Q-44501

### Prepared for:

Chris Gilbert  
Maintenance Supervisor  
The City of East Ridge  
Quote Document Date: 04/29/24

### Prepared by:

Steven Duchemin  
Account Manager  
Phone: (423) 260-9564 Mobile:  
E-mail: [steven.duchemin@daikinapplied.com](mailto:steven.duchemin@daikinapplied.com)  
Daikin Applied Americas, Inc.

## Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Controls Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

### **East Ridge City Hall Project Summary**

- Upgrade licensing and graphics in existing Honeywell Jace
- Replace (5) VAV Zone Controllers with new Honeywell Spyder VAV Zone Controllers with digital wall sensors.
- Remove existing Energy Control Panel, bypassing unused relays and control points within current panels and enclosures.
- Reconnect parking lot lighting control from existing energy control panel to Honeywell Jace, and setup schedule for operation.
- Provide Tosibox secured external remote access modem to system for owner and Daikin remote access (Cell Phone Modem). This is included in base price of contract for 1 year. This can be removed from price if IT will not allow onsite.

*\*After Initial Year Monthly fees may apply or could be included with a Mechanical or Control Systems Maintenance Agreement through Daikin Applied.*

### **Detailed Scope of Work:**

- Conduct a detailed site survey to assess current installations.
- Document existing configurations and prepare for decommissioning.
- Determine downtime required for system and notify affected occupants.
- Create control drawings for installation.
- Update existing Honeywell N4 Jace Serial 80233968 to latest version and install 3-year Software Maintenance Agreement by Tridium.
- Create new home page and floor plan layouts, with 3D representation.
- Create new graphic pages for Carrier rooftop unit and (5) VAV zones for office areas.
- Setup initial web logins to allow for simultaneous users. User parameters and permissions to be defined in coordination with Owner during the changeover process and at Owner Training.
- Replace existing Honeywell Lon Striker Zone Controllers with (5) Honeywell Spyder BACnet controllers with digital space temperature sensors.
- Install new BACnet communication bus wiring to each zone controller.
- Program and test new controllers for proper operation and verify CFM set points for each.
- Test rooftop unit for minimum zone caller capability and install new static pressure zone controller.
- Existing space sensor cabling, rooftop unit wiring, and zone dampers are to remain.
- Remove existing energy control panel, bypassing or removing low voltage wiring from existing relay connections. Main panel box to remain to serve as a relay bypass junction control box if required. Remove and safely bypass other receptacles and prior connections to the energy control panel.
- Relocate parking lot lighting control wires to contactor to Honeywell Jace I/O module and connect. Add schedule for web user interface parking lot light control.
- Setup analytical and binary status alarms on front end, with notifications through main graphics pages, email, and/or text messaging. All notification settings will be editable by approved operators.
- The final trend history and alarm list with groupings will be created in coordination with Property Management and Daikin. Daikin will provide all data entry related to the final alarm and trend history summary. The existing Tridium Web Supervisor workstation will be set up for overnight daily uploads of all daily trend history and alarm data to the local drive to be backed up by approved backup method. This would be used for any required audit logs or histories of any analog or binary values for permanent record or tracking.
- Each individual mechanical equipment item with a dedicated controller will have its own dedicated graphics page.
- Individual space after hours override functions will be editable for each zone.
- Outside air/humidity data will be provided through Internet feed if internet is available.
- Dedicated Internet Service for remote access must be maintained and use a Static "always on" IP address.

- Customer must provide compatible PC or mobile device for remote web interface viewing.
- Conduct comprehensive testing of the new controllers and upgraded systems.
- Adjust settings and configurations based on performance data.
- Provide training to maintenance staff on new system operations.
- Update system documentation to reflect new hardware and configurations.
- Add Tosibox secured external remote access modem to system for owner and Daikin remote access. 1<sup>st</sup> year subscription included \*Monthly fees after initial installation may apply or could be included with a Mechanical or Control Systems Maintenance Agreement through Daikin Applied.

**Exclusion and Considerations:**

- This Agreement excludes any repairs, replacements, or modifications to any components of the building, mechanical, control, or network systems unless specifically outlined in the above Scope of Work.
- Existing duct detectors or systems and relays for unit shutdown upon active fire alarm are not included and are to remain as is. Unit shutdown wiring will be reconnected as previously connected.
- Based on initial and performed building and equipment evaluations, unknown but repairable items to existing mechanical, control, network, or building systems not listed in the Scope of Work have not been estimated and are not covered by this Proposal. The repairs or replacements of these items would have to be approved individually. Some deficiencies may be required to be corrected if they are crucial to the commissioning process or the overall correct operation of the controls or building systems. A contingency allowance is recommended for the repair or replacement of these items as they are found during the installation and commissioning process.
- Conduit to be used in mechanical rooms only, all low voltage and communication cabling is to be plenum rated. All existing cabling and wiring to field level sensors and output devices is to be reused.
- Remote Access to system to be provided through Internet Network Access maintained by Owner.
- Temporary cooling is not included.
- Test and balance is not included.
- Any roofing is not included.
- Fire alarm components and duct detectors are not included.
- Price does not include any cutting, patching, or painting.
- Permits are not included for low voltage wiring.
- Work to be performed during normal business hours, Monday through Friday.

**Optional Add-ons:**

- Optional Add: Install Honeywell TC500A BACnet communicating thermostats to the additional single zone rooftop units, including supply air temperature sensors for operational alarming. Create graphics for unit on web interface and link to each from identifiers and space temperatures from main floor plan layout. Scheduling, set points, active control mode and output status, and leaving supply air temperatures to be displayed on individual graphic pages. Assuming data wire can be easily replaced. Contractor to confirm before proceeding with the additional add. Add-on must be done after initial project

**Emergency Service Response**

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

**Equipment Repair**

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

**Standard Inclusions:**

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

**Pricing and Acceptance**

Feel free to contact me if you have any questions or concerns regarding the information contained in this Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

**Investment Amount and Billing Terms:**

Investment required to implement the proposed solution.

**Base Project:**

\_\_\_\_\_ \$36,742.98 (Thirty-Six Thousand, Seven Hundred Forty-Two dollars and Ninety-Eight cents)

*\*Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

**Add-on:**

\_\_\_\_\_ \$11,741.00 (Eleven Thousand, Seven Hundred Forty-One dollars and Zero cents)

*\*Price does not include applicable sales tax*

Pricing and acceptance are based upon the Terms and Conditions which are attached.

**Billing/Payment Terms\*:** Billed in full upon completion

\*All billings are due N30

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Chris Gilbert  
The City of East Ridge  
1517 Tombras Avenue  
East Ridge, Tennessee 37412

Site Address:  
The City of East Ridge  
1517 Tombras Avenue  
East Ridge, TN 37412

**Accepted by:**

**Approved by:**

\_\_\_\_\_  
(Print Full Legal Name of Customer)

\_\_\_\_\_  
(Print Full Legal Name of Daikin Applied Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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

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

**Note: This Agreement is subject to final credit approval by Daikin Applied.**



**RESOLUTION NO. 3545**

**AGENDA MEMORANDUM**

**HHM Agreement for FY 2024 Audit**

**May 9, 2024**

Submitted by:

*Diane Qualls*

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Diane Qualls, Finance Director

SUBJECT: FY 2024 Annual Audit

I am requesting that the City of East Ridge enter into an agreement with HHM CPAs to do our FY 2024 Audit. Each year the State requires that an independent auditor do city audits. This year the cost to do our audit will be \$51,000.00. This increase is due to State and Federal laws requiring single audits for both the Multi Modal and the ARPA funds. Also, the Comptroller now wants all cities to use the same General Ledger numbers as the county and state so that economic numbers for the state will be easier to process. As most cities use more numbers, the Comptroller's office has created the crosswalk program that auditors will use to input these numbers into the state's system. This way cities can continue to use the general ledger numbers that they have used for years.

**RESOLUTION NO. 3545**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE  
AN ENGAGEMENT LETTER WITH HHM, CERTIFIED  
PUBLIC ACCOUNTANTS, FOR AUDITING SERVICES  
FOR FY 2023-2024 AS REQUIRED BY THE STATE OF  
TENNESSEE AND OTHER REGULATORY AGENCIES**

**WHEREAS**, the State of Tennessee, pursuant to and in conformity with applicable State law, requires the City of East Ridge, Tennessee to have an annual audit of its accounts; and

**WHEREAS**, it is appropriate that the City enter into a contract with HHM to perform said audit for the following fees:

• Engagement Fee	\$38,500
• Single Audit	\$10,000
• Chart of Accounts Crosswalk	<u>\$2,500</u>
Total	\$51,000

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE** that the City Manager or his designee is hereby authorized to enter into a contract with HHM to perform the required auditing services for the City of East Ridge for the period from July 1, 2023 to June 30, 2024, for a fee of \$51,000.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

Attest:

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

Approved as to Form:

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



April 26, 2024

Ms. Diane Qualls  
City of East Ridge, Tennessee  
1517 Tombras Avenue  
East Ridge, TN 37412

Dear Ms. Qualls:

You have requested that we audit the financial statements of the governmental activities, each major fund, budgetary comparisons for the General Fund, Capital Projects Fund, Industrial Development Fund, and American Rescue Plan Act Fund, and the aggregate remaining fund information of the City of East Ridge, Tennessee, as of June 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of East Ridge, Tennessee's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, and perform procedures to address those requirements.



Accounting principles generally accepted in the United States of America require that supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Pension and OPEB Related Schedules

Supplementary information other than RSI will accompany the City of East Ridge, Tennessee's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining Financial Statements
- Budgetary Comparison Schedules
- Other Financial Schedules

#### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory section

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audits in accordance GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. As part of an audit of financial statements in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of East Ridge, Tennessee's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risk of material misstatement:

- Management override of internal controls - Although the level of risk of management override of controls will vary from entity to entity, the risk is nevertheless present in all entities. Due to the unpredictable way in which such override could occur, it is a risk of material misstatement due to fraud and thus a significant risk.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of East Ridge, Tennessee's basic financial statements. Our report will be addressed to the mayor and city council of the City of East Ridge, Tennessee. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance in Accordance with the Uniform Guidance upon completion of our audit.

### **Audit of Major Program Compliance**

Our audit of the City of East Ridge, Tennessee's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

- d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
  20. For the accuracy and completeness of all information provided;
  21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
  22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### Nonattest Services

In addition to the audit, we agree to perform the following nonattest services:

- Prepare the financial statements.
- Depreciation schedule maintenance.
- Data collection form.
- Prepare the Schedule of Expenditures of Federal Awards.
- Calculation of right-of-use assets, liabilities and related amortization schedules.

We will not assume management responsibilities on behalf of the City of East Ridge, Tennessee. However, we will provide advice and recommendations to assist management of the City of East Ridge, Tennessee in performing its responsibilities.

The City of East Ridge, Tennessee's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the AICPA.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the City of East Ridge, Tennessee with regard to tax positions taken in the preparation of the tax return, but the City of East Ridge, Tennessee must make all decisions with regard to those matters.
- These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*.

### Other

The timing of our audit will be scheduled for performance and completion as follows:

	<i>Begin</i>	<i>Complete</i>
Document internal control and preliminary tests	July 2024	July 2024
Mail confirmations	July 2024	July 2024
Perform year-end audit procedures	August 2024	August 2024
Issue audit reports	December 2024	December 2024

We will provide copies of reports to the City of East Ridge, Tennessee, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of the reports are to be made available for public inspection.

Daniel Sheets is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Henderson Hutcherson & McCullough's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services will be based upon the number of hours required by the staff assigned to complete the engagement, plus actual out-of-pocket expenses. We estimate that the engagement fee will not exceed \$38,500 for the financial statement audit, \$10,000 for the single audit, and \$2,500 for the chart of accounts crosswalk. However, if we encounter unexpected circumstances that require us to devote more staff time to the engagement than anticipated, we will discuss the matter with you. All invoices will be due and payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. A finance charge is assessed at the rate of 1 1/2% per month on all accounts that are more than 30 days past due. If it becomes necessary to pursue legal action, attorney fees and court cost will be added.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Henderson Hutcherson & McCullough, PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Henderson Hutcherson & McCullough, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.



We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

It is our policy to keep records related to this engagement for seven years. However, HHM does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

From time to time, we may use third-party service providers, including third party service providers outside the United States, to assist us in providing professional services to you. We enter into confidentiality agreements with all third-party service providers, and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information. You consent to disclosure of your information to third-party service providers for the purpose of assisting us in providing professional services to you.

If you request HHM to object to or respond to, or HHM receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of any engagement with you, you agree to compensate us for all time HHM expends in connection with such response, at our standard rates, and to reimburse HHM for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

City of East Ridge, Tennessee  
Engagement Letter, Page 11  
April 26, 2024

You agree that our liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for the services described in this letter. You agree that Henderson Hutcherson & McCullough, PLLC shall not be held liable for any lost profits or for any claim or demand against you by any other party and that we are not liable for incidental or consequential damages unless this letter has been modified in writing to include the possibility of such liability.

You agree that this agreement has been made in Hamilton County, Tennessee, and therefore any enforcement of its terms herein shall be brought in the Courts of Hamilton County, Tennessee and shall be controlled by Tennessee law.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Daniel L. Sheets, CPA  
For the Firm

RESPONSE:

This letter correctly sets forth our understanding of the City of East Ridge, Tennessee.

CITY OF EAST RIDGE, TENNESSEE

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

Name: Diane Qualls

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

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


**RESOLUTION NO. 3546**

**AGENDA MEMORANDUM**

**Approval of TDOT  
Mowing Contract for FY 2024-2025**

**May 9, 2024**

Submitted By:

  
Janet Middleton, City Recorder

Subject:

TDOT is responsible for the maintenance of the state rights-of-way; however, TDOT is also authorized to enter into contracts with municipalities, which allow the cities to mow the state rights-of-way and then be reimbursed by TDOT. The City has contracted with TDOT over the last several years for the City to provide mowing services at the Ringgold Road, I-75, Exit 1 Interchange.

TDOT will reimburse the City an amount not to exceed \$9,800 for six (6) mowings of the Ringgold Road, I-75, Exit 1 Interchange, the same amount as the previous year.

**RESOLUTION NO. 3546**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED CONTRACT WITH THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION (“TDOT”), FOR THE CITY OF EAST RIDGE TO PROVIDE MOWING SERVICES AT THE I-75, EXIT 1 INTERCHANGE, FOR FY 2024 – 2025, ON A REIMBURSEMENT BASIS**

**WHEREAS**, T.C.A, Sections 54-5-201 - 203, provide that TDOT is responsible for the maintenance of the streets in municipalities over which traffic on State highways is routed; and

**WHEREAS**, TDOT is authorized to enter into contracts on a reimbursement basis with municipalities, relative to the requirement where a municipality is organized for, among other things, the care of its own streets; and

**WHEREAS**, since the City of East Ridge is organized for the care of its own streets, the State and the City wish to enter into a contract for the City to provide for the maintenance of those sections of rights-of-way identified in “Exhibit A.”

**WHEREAS**, TDOT will reimburse the City an amount not to exceed \$9,800 for six (6) mowings of the rights-of-way.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee that the Mayor, or his designee, is authorized to enter into the attached contract with TDOT for the City to provide mowing services at the Ringgold Road, I-75, Exit 1 Interchange for FY 2024 - 2025, on a reimbursement basis, as identified in “Exhibit A.”

**BE IT FURTHER RESOLVED**, that TDOT will reimburse the City an amount not to exceed \$9,800 for six (6) mowings of the rights-of-way.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
City of East Ridge**

This Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the 'State' and City of East Ridge, hereinafter referred to as the "Contractor," is for the provision of a special agreement for mowing, as further defined in the "SCOPE OF SERVICES."

Contractor Edison Registration ID # 0000002874  
Contract #: CMA 2522

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Tenn. Code Ann. § 54-5-201 provides that the State is authorized to enter into contracts with municipalities regarding the improvement and maintenance of streets over which traffic on state highways is routed.
- A.3. Tenn. Code Ann. § 54-5-202 provides that streets constructed, reconstructed, improved and maintained by the State shall be of a width and type that the State deems proper, but the width so constructed, reconstructed, improved and maintained shall not be less than eighteen feet (18'); and, in the case of resurfacing and maintenance, from curb to curb where curbs exist, or the full width of the roadway where no curbs exist.
- A.4. Tenn. Code Ann. § 54-5-203 provides that the State is authorized to enter into contracts with municipalities that are organized to care for streets to reimburse, subject to the approval of the State, for improvements and maintenance.
- A.5. Tenn. Code Ann. § 54-16-106 provides that the highway authorities of the state, counties, cities, and town are authorized to enter into agreements with each other respecting the improvement and maintenance of controlled-access facilities, defined by Tenn. Code Ann. § 54-16-101 as a highway or street specially designed for through traffic, and over, from or to which owners or occupants of abutting land or other persons have no right or easement of access from abutting properties.
- A.6. Tenn. Code Ann. § 54-5-139 provides that the State may enter into a contract with a qualified county to perform maintenance activities upon the rights-of-way of state highways located outside of municipalities and metropolitan governments; and, that the reimbursement shall be on an actual cost basis.
- A.7. The State is hereby contracting with the Contractor for the improvements and maintenance specified in Attachment "Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities, attached and incorporated hereto as part of this Contract.

**B. TERM OF CONTRACT:**

This Contract shall be effective on July 1, 2024 ("Effective Date"), and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Nine Thousand Eight Hundred Dollars and Zero Cents (\$9800.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

<b>Service Description</b>	<b>Amount</b> (per compensable increment)
"Exhibit A" titled "Guidelines Covering Maintenance of State Highways through Municipalities"	See Exhibit A

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Stephen Delashmitt  
Administrative Services Assistant  
Tennessee Department of Transportation  
7474 Volkswagen Drive, Bldg. H  
Chattanooga, TN 37416

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)

- (4) Customer Account Name: Tennessee Department of Transportation
- (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
- (6) Contractor Name
- (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name & title as applicable) of each service invoiced
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
- iv. Amount Due by Service
- v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.



**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed

representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.9. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create a employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Abbas Shahid  
Tennessee Department of Transportation  
7474 Volkswagen Drive, Bldg. H  
Chattanooga, TN 37416  
Abbas.Shahid@tn.gov  
Telephone # (423)305-3990  
FAX # (423)510-1155

The Contractor:

Janet Middleton, City Recorder  
City of East Ridge  
1517 Tombras Avenue  
East Ridge, TN 37412  
JMiddleton@Eastridgetn.gov  
Telephone # (423)867-7711  
FAX # (423)867-7340

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. MUTCD. In accordance with Tenn. Code Ann. 54-5-108, the Contractor shall conform to and act in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by rules of the State. Particularly, the Contractor shall sign work-zones associated with this Contract in accordance with the aforesaid MUTCD.

E. 5. Maintenance. Nothing contained in this Contract shall change the maintenance obligations governed by the laws of the State of Tennessee, it being the intent of this Contract not to enlarge the present maintenance obligations of the State.

**IN WITNESS WHEREOF,**

**CITY OF EAST RIDGE:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**APPROVED AS TO FORM AND LEGALITY**

---

**CONTRACTOR ATTORNEY SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR ATTORNEY SIGNATORY (above)**

**STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION:**

---

**HOWARD H. ELEY, COMMISSIONER**

**DATE**

**APPROVED AS TO FORM AND LEGALITY**

---

**LESLIE SOUTH, GENERAL COUNSEL**

**DATE**

“EXHIBIT A”  
GUIDELINES COVERING MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES

The following items, where applicable, are eligible for reimbursement by the State to the Contractor under the Special Maintenance Agreement:

Activity	Maintenance Work Type	Unit Of Measure
435	Machine Mowing**	Acres

\*\* Work must be inside the area eligible for reimbursements as detailed in "CITY MAINTENANCE ROADWAY TYPICAL SECTIONS".

Machine Mowing work shall consist of cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds on State rights-of-way as detailed below to provide a consistent and aesthetically pleasing standing vegetation height as directed by the State.

Litter Removal Work shall consist of the removal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on interstate and state routes as detailed below.

Mechanical Sweeping and Street Flushing work shall consist of removing dirt and debris accumulated on the roadway along curbs, gutters, median barriers, bridge curbs and gore areas, and ramps at interchanges by mechanical sweeping or other approved means, as detailed below.

**INVENTORY OF ELIGIBLE MACHINE MOWING FOR THE MAINTENANCE  
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following Table itemizes the eligible mowing area in acres which the Contractor will maintain under the terms of this contract. The State agrees to reimburse said Contractor in the amount actually expended for machine mowing, not to exceed the number of cycles and the price per acre as detailed below.

		<b>Approved Mowing Reimbursement Per Acre:</b>	\$ 50.00					
		<b>Calculated Maximum Reimbursement (Mowing):</b>	\$ 9,800.00					
<b>Mowing Inventory Worksheet</b>								
<b>Route Number</b>	<b>Roadway Type</b>	<b>Begin Termini (LM)</b>	<b>End Termini (LM)</b>	<b>Median Area (acres)</b>	<b>Controlled Access Area (acres)</b>	<b>Segment Total Area (acres)</b>	<b>Number of Mowing Cycles</b>	<b>Contract Segment Total Area (acres)</b>
I0075	2B	0	0.09		3.3	3.3	6	19.8
I0075	2B	0.09	0.48		14.2	14.2	6	85.2
I0075	2B	0.48	0.58		3.6	3.6	6	21.6
I0075	2B	0.58	0.71		4.7	4.7	6	28.2
SR008	1D	0.723	0.73		0.1	0.1	6	0.6
SR008	1G	0.73	0.92	0.6	2.5	3.1	6	18.6
SR008	1G	0.92	1	0.3	1.1	1.4	6	8.4
SR008	1G	1	1.13	0.4	1.7	2.1	6	12.6
SR008	1D	1.13	1.138		0.1	0.1	6	0.6
							<b>Total Contract Area (acres):</b>	196

ROADWAY TYPICAL SECTIONS

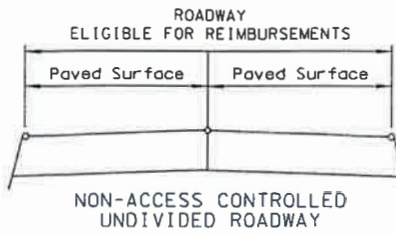


FIGURE 1A

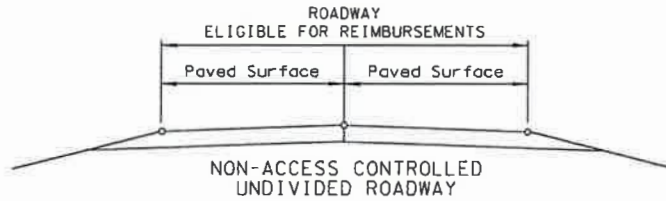


FIGURE 1B

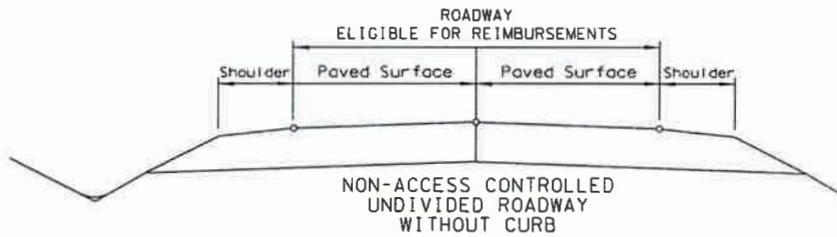


FIGURE 1C

NOTE: IN FIGURES 1A, 1B, AND 1C FOR NON-CONTROLLED ROUTES THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.

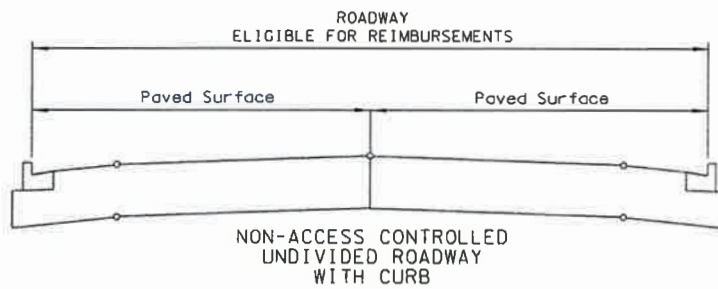


FIGURE 1D

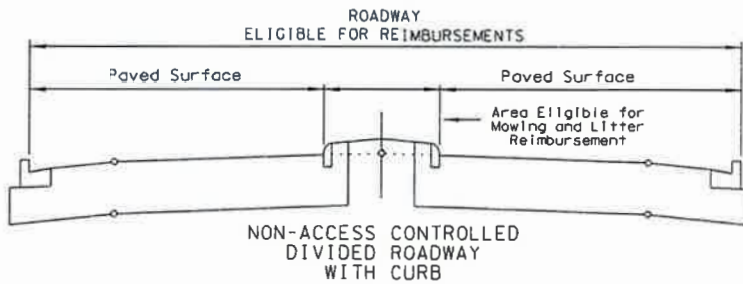


FIGURE 1E

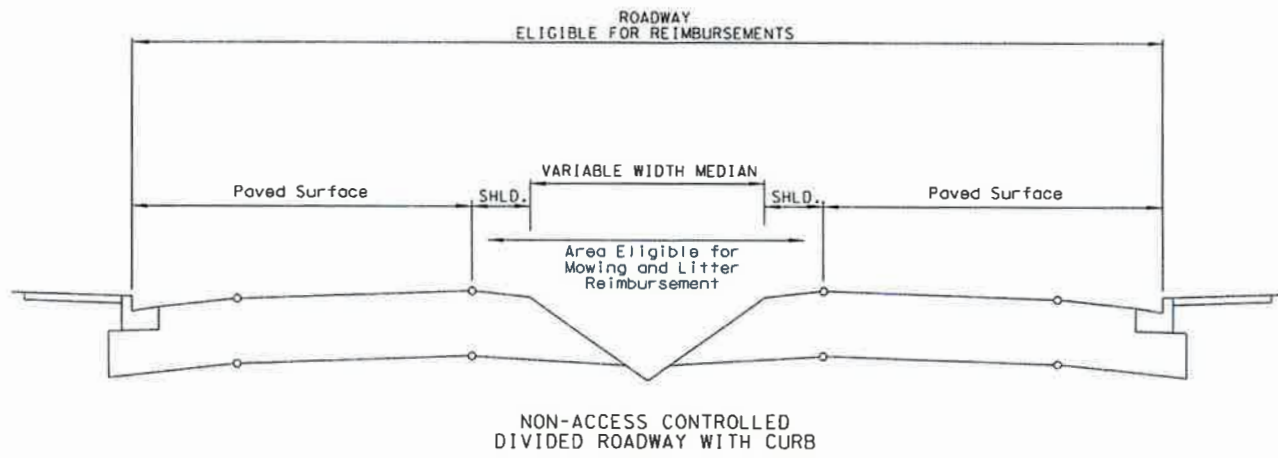


FIGURE 1F

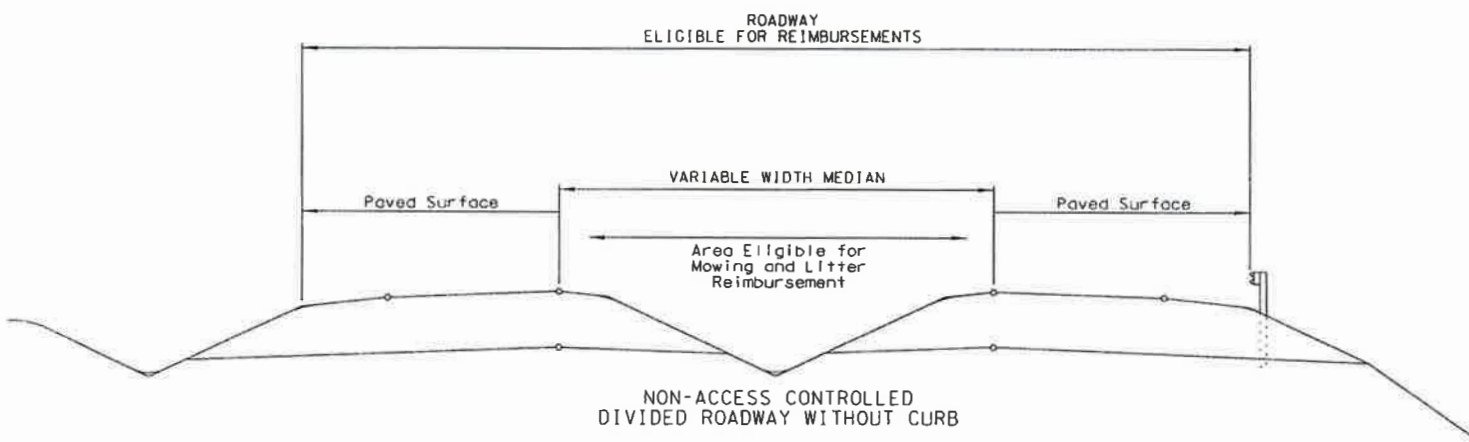


FIGURE 1G

NOTE:  
 IF FIGURES 1F AND 1G FOR NON-ACCESS CONTROLLED ROUTES  
 THE PAVED SURFACE WILL INCLUDE PAVED SHOULDERS.



CITY MAINTENANCE  
ROADWAY TYPICAL SECTIONS

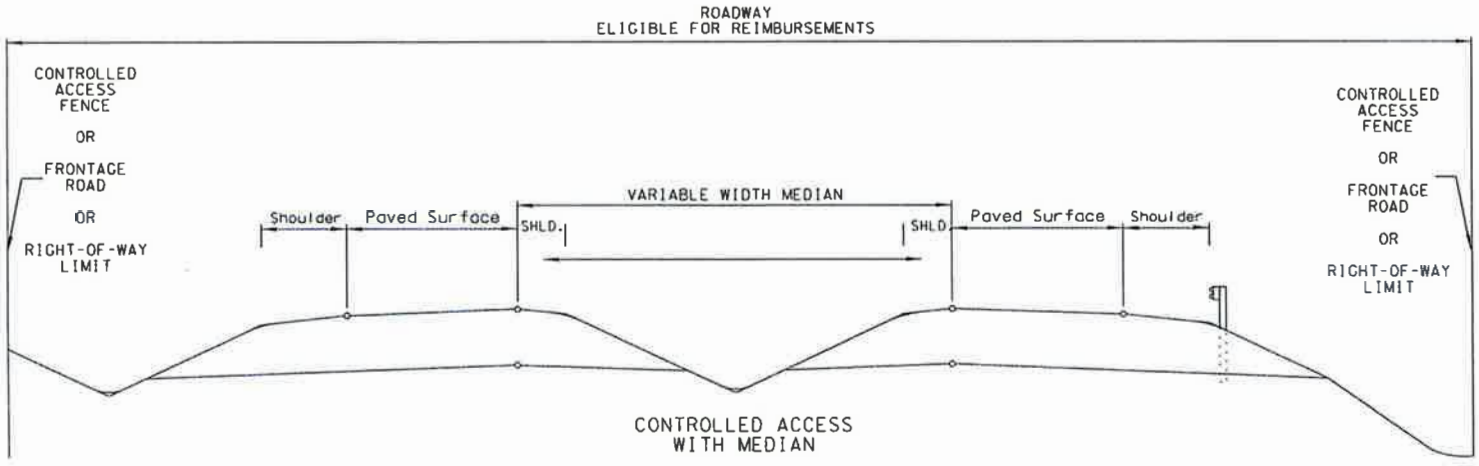


FIGURE 2A

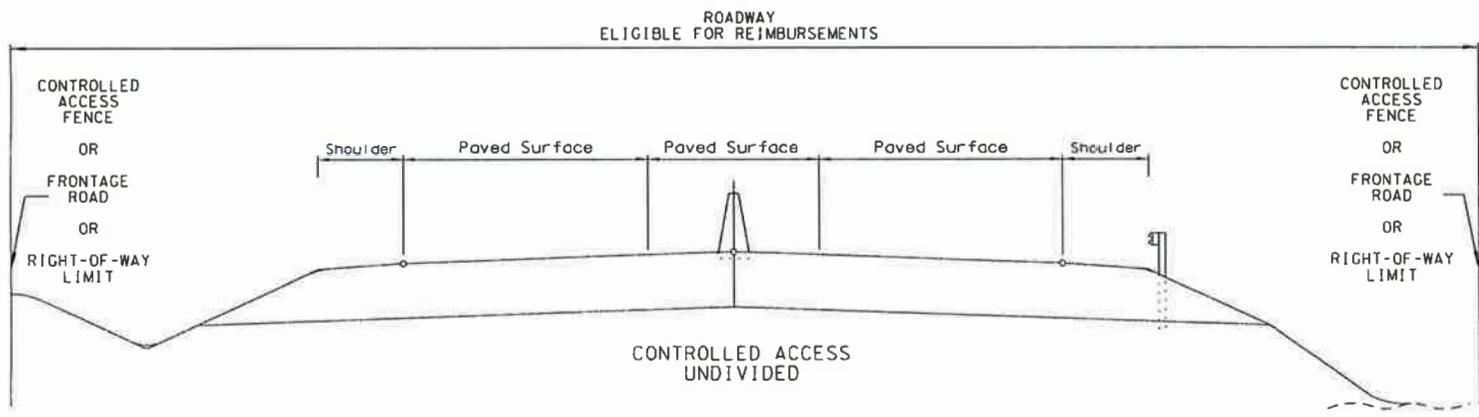


FIGURE 2B

**RESOLUTION NO. 3547**

**AGENDA MEMORANDUM  
EAST RIDGE OPTIMIST CLUB FISHING RODEO**

**May 9, 2024**

Submitted By:

*Shawna Skiles*

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The East Ridge Optimist Club, a 501-c-4, has requested the use of Dickert Pond at Camp Jordan to host their Annual Fishing Rodeo for kids. The event will be from 7 am-2 pm on June 8, 2024. David Tyler, a representative for East Ridge Optimist Club, is asking the city to waive fees associated with renting equipment and the pond for the day.

Total rental fees for the event would be \$125 for equipment and Zero for the pond. This event is free for the community and the Optimist Club uses sponsors to pay for all fishing supplies and food for the day. The Optimist Club has met all requirements of the Facility Waiver Policy set in 2023. All required paperwork is on file with the City Recorder.

Staff recommends waiving fees in support of this event.

SS

**RESOLUTION NO. 3547**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF DICKERT POND AT CAMP JORDAN BY THE EAST RIDGE OPTIMIST CLUB TO HOLD A FISHING RODEO**

**WHEREAS**, the East Ridge Optimist Club is an active group that works to make a positive difference in the lives of children in East Ridge and the surrounding areas; and

**WHEREAS**, the East Ridge Optimist Club has scheduled a Fishing Rodeo for June 8, 2024 at Dickert Pond at Camp Jordan as a free activity for children to learn to fish; and

**WHEREAS**, the East Ridge Optimist Club is requesting that the City waive the fee for use of Dickert Pond at Camp Jordan in order to give the children of East Ridge and the surrounding areas an opportunity to participate in this important activity.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the fee for use of the Dickert Pond at Camp Jordan on June 8, 2024 by the East Ridge Optimist Club will be waived in order for the group to host a Fishing Rodeo for the children of East Ridge and the surrounding areas.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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

Attest:

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

Approved to Form:

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

**RESOLUTION NO. 3548**

**AGENDA MEMORANDUM**

**American Water Charitable Foundation  
Water and Environment Grant Program  
FY 2024**

**May 9, 2024**

Submitted by:

*Cameron McAllister*

Administrator of Economic & Community Development

**SUBJECT: Approval of Water and Environment Grant from the American Water Charitable Foundation (Funding for Tennessee River Rescue 2024)**

City Administration is asking for the approval from the Mayor and Council to accept the grant award in the amount of \$2,000.00 from the American Water Charitable Foundation. The City of East Ridge has partnered with Waterways Chattanooga to accept the award.

Beginning FY 2024, the American Water Charitable Foundation requires local government agencies to partner with a non-profit organization to apply for funding. This year's funding will go towards expenditures associated with the 2024 Tennessee River Rescue held on October 5, 2024.

**RESOLUTION NO. 3548**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL APPROVING THE ACCEPTANCE OF  
THE AMERICAN WATER CHARITABLE  
FOUNDATION WATER AND ENVIRONMENT  
GRANT**

**WHEREAS**, the City of East Ridge has been approved for a grant from the American Water Charitable Foundation in the amount of \$2,000; and

**WHEREAS**, the City has partnered with a non-profit organization call Waterways Chattanooga to apply for the grant funding, which is a requirement of the grant; and

**WHEREAS**, the grant funds will be used for expenditures associated with the 2024 Tennessee River Rescue on October 5, 2024, an event held for many years in East Ridge to clean up area creeks.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE**, that the City Manager or his designee is authorized to accept the American Water and Environment Grant from the American Water Charitable Foundation, in the amount of \$2,000, to be used for the Tennessee River Rescue 2024.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

Attest:

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

Approved to Form:

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

**RESOLUTION NO. 3549**

**AGENDA MEMORANDUM**

**Bissell Pet Foundation  
Empty the Shelters Grant Program**

**May 9, 2024**

Submitted by:

*Cameron McAllister*

Administrator of Economic & Community Development

**SUBJECT: Approval of Bissell Pet Foundation’s “Empty the Shelters” Grant Program**

City Administration is asking for the approval from the Mayor and Council to accept the grant award from the Bissell Pet Foundation. The City of East Ridge Animal Services Department has partnered with Bissell Pet Foundation to offer waived adoption fees from May 6, 2024, until May 15, 2024, through the “Empty the Shelters” program.

East Ridge Animal Shelter will be participating in the “Empty the Shelters” event this year by waiving adoption fees for dogs and cats. In addition to the 10-day period of waived fees, East Ridge Animal Shelter will host a special adoption event on Saturday, May 11, 2024, from 10 am until 5 pm.

For every animal adopted during the participating timeframe, BPF will reimburse the City \$50 per K-9 adoption, and \$20 per feline adoption. The final grant award amount will be determined following the adoption event ending on May 15, 2024.



**RESOLUTION NO. 3549**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL ACCEPTING THE BISSELL PET  
FOUNDATION'S "EMPTY THE SHELTERS" GRANT  
PROGRAM**

**WHEREAS**, the City of East Ridge is seeking approval to accept the Bissell Pet Foundation's "Empty the Shelters" Grant Program; and

**WHEREAS**, during the time period of May 6, 2024 – May 15, 2024, East Ridge Animal Services will waive adoption fees for dogs and cats; and

**WHEREAS**, the City will then be reimbursed \$50 per dog and \$20 per cat from the Bissell Pet Foundation's "Empty the Shelters" grant program.

**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 accept the Bissell Pet Foundation's "Empty the Shelters" Grant Program and be reimbursed from the grant for adoption fees during the time period of May 6, 2024 – May 15, 2024.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

Attest:

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

Approved as to Form:

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

# **FY 2024 – 2025 Budget Presentation**

**by the City Manager**

**AGENDA MEMORANDUM**

**Amendments to Ordinance 481 relating to Ordinance 1028 the East Ridge Sign Ordinance**

**Date: May 23, 2024**

Submitted by:



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Michael Howell, Chief Building Official

**SUBJECT:**

On May 6, 2024, Building Department Staff requested the East Ridge Planning Commission to review and discuss amending Ordinance 481 relating to Title 14, chapter 2, Article 6, sections 108 through 110 for on-premises and off-premises signs and billboard regulation. (Ordinance 1028)

The proposed amendments aim to introduce additional regulations for accent/storefront lighting, storefront sign display, and multi-tenant detached monument signs in all commercial, office, and manufacturing districts.

After reviewing the proposed amendments, the East Ridge Planning Commission requested additional changes and has approved the request to move forward to the city council for review.

**AGENDA MEMORANDUM**

**Approval of RFQ  
Engineering and Architecture Firm for Design Services and Grant  
Administration  
LRPF at the Community Center  
(Proposal Opening 4/17/2024)**

**May 23, 2024**

Submitted by:

*Shawanna Skiles*

---

Parks and Recreation Director

**SUBJECT: Engineering and Architecture Firm for Design Services and  
Grant Administration**

Parks and Recreation is asking for the approval from the Mayor and Council for the acceptance of a qualified firm for Engineering and Architecture Design Services, and Grant Administration for the LPRF project at the Community Center.

This is the next step in the LPRF grant we must complete for the grant.

The proposals were opened on April 17, 2024 and are being reviewed. Staff will conduct interviews with the firms that submitted proposals and then submit them for approval at the May 9, 2024 Council meeting.

**AGENDA MEMORANDUM**

**APPROVAL OF BID**  
**EXTERIOR SIDING AND PAINTING**  
**SANITATION AND STREETS BUILDING**

**May 23, 2024**

Submitted by:



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J. Scott Miller, City Manager

SUBJECT:

On March 28, 2024, the City Council approved Resolution No. 3530 which authorized the City Manager to advertise for bids for replacement of exterior siding and painting the Sanitation and Streets Building on Yale Street.

Bids will be opened on May 14, 2024 and presented to the Council for consideration at the May 23, 2024 Council meeting.

**AGENDA MEMORANDUM**  
**INDUSTRIAL DEVELOPMENT BOARD**  
**APPOINTMENTS**  
**May 23, 2023**

Submitted by:

  
\_\_\_\_\_  
Janet Middleton, City Recorder

SUBJECT:

Appointments to the Industrial Development Board will need to be made for the following two terms that expire on June 11, 2024:

Member:	Appointed by:	Current Term:
Estes Cocke (Secretary)	Councilmember Witt	6/12/18 – 6/11/24
Jeff Ezell	Councilmember Cagle	02/09/23 – 6/11/24
		<i>Filled unexpired term of</i>
		<i>Susan Thomas</i>

**AGENDA MEMORANDUM  
EAST RIDGE OPTIMIST CLUB EVENTS**

**May 23, 2024**

Submitted By:

*Shawwna Skiles*

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The East Ridge Optimist Club is asking the Parks and Recreation Department for use the following facilities for the 2024 calendar year:

- **Optimist Club Meetings** – They are requesting use of the East Ridge Community Center on the second and fourth Tuesday of every month. They meet from 6pm – 8:30pm. They set up, break down, and clean the room after each meeting.
- **Camp Jordan Arena** - They are requesting use of Camp Jordan Arena on Saturday, July 13<sup>th</sup> for the 10<sup>th</sup> Annual Kars-for-Kids Auto and Motorcycle Show and Swap Meet. The proceeds help fund their youth activities, such as, the Fishing Rodeo, Optimist Scholarship Awards at ERHS, the Annual Essay Oratorical contest for local schools, and the 911 luncheon. Use of the Arena will be from 7am-6pm.
- **City Hall Front Parking Lot** - They are requesting use of the parking lot at City Hall for the annual Boo-B-Que November 2, 2024. Profits from this fundraiser help fund their youth and community events such as Fishing Rodeo, Scholarships, Youth Appreciation, Optimist Day, and more activities for their youth and community of East Ridge. In 2024/2025, they plan to add a Youth Appreciation Day and a Childhood Wellness event. No time was listed on the form.

The club meets all requirements of the Facility Waiver Policy set in 2023. All required paperwork is on file with the City Recorder.

Staff recommends waiving the facility fees in support of these events.

SS