

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

**AGENDA
March 13, 2025
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Consent Agenda:
 - A. Approval of Minutes February 27, 2025 Council Meeting
 - B. Approval of January 2025 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1216** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1093 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE (2nd reading)
9. New Business:
 - A. **RESOLUTION NO. 3655** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO OPEN A MONEY MARKET ACCOUNT AT FIRSTBANK
 - B. **RESOLUTION NO. 3656** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR A SOUND ATTENUATION SYSTEM AT THE EAST RIDGE ANIMAL SHELTER
 - C. **RESOLUTION NO. 3657** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY COUNCILMEMBER ANDREA WITT TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE HOUSING COMMISSION

- D. **RESOLUTION NO. 3658** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVING A NOMINATION BY CITY COUNCIL TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD
- E. **RESOLUTION NO. 3659** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY MAYOR BRIAN WILLIAMS TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE LIBRARY BOARD
- F. **RESOLUTION NO. 3660** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE THREE (3) PORTABLE RADIOS FOR THE EAST RIDGE POLICE DEPARTMENT THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT #424, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)
- G. **RESOLUTION NO. 3661** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE FIVE (5) BODY-WORN CAMERAS FOR THE POLICE DEPARTMENT
- H. **RESOLUTION NO. 3662** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE FIVE (5) MOBILE RADIOS FOR THE POLICE DEPARTMENT
- I. **RESOLUTION NO. 3663** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, NAMING THE NEW MULTI-PURPOSE FACILITY
- J. **RESOLUTION NO. 3664** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, NAMING A NEW LOCATION OF THE EAST RIDGE DOG PARK
- K. **RESOLUTION NO. 3665** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ACCEPT THE HAMILTON COUNTY 2024 HOMELAND SECURITY GRANT FOR THE EAST RIDGE POLICE DEPARTMENT
- L. **RESOLUTION NO. 3666** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDDING A BID FOR THE 2025 STREET IMPROVEMENT/ROAD RESURFACING PROGRAM
- M. **RESOLUTION NO. 3667** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A CHANGE ORDER FOR THE NORTH MACK SMITH ROAD WIDENING AND IMPROVEMENTS PROJECT TO ADAMS CONTRACTING, LLC
- N. Discussion of Tentative Agenda Items for the **March 27, 2025** City Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
March 27, 2025**

8. Old Business:

None

9. New Business:

- A. **RESOLUTION NO. _____** – Amendments to the HR Rules & Regulations (MS)
- B. **RESOLUTION NO. _____** – Amendments of Consultant Contract with Volkert, Inc. for John Ross Road Resurfacing Project PIN#131488 (CM)
- C. **RESOLUTION NO. _____** – Accept Bid Award for the East Ridge Community Center Expansion Project LPRF Grant (CM)
- D. Discussion of City Charter Review Committee

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

**February 27, 2025
6:00 pm**

The East Ridge City Council met pursuant to notice on February 27, at 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Terry Arnold, Pentecostals of East Ridge gave the invocation. All joined in the Pledge of Allegiance.

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

Attendance: Twenty-Two

Consent Agenda

- A. Approval of Minutes from February 13, 2025 Council Meeting
- B. Approval of December 2024 Financial Report

Councilmember Witt made the motion to approve the consent agenda, second Vice Mayor Tyler. There being no discussion, Mayor Williams asked for roll call. The vote was unanimously approved. Motion carried.

Communication from Citizens:

None

Communication from Council:

Councilmember Ezell – nothing at this time.

Councilmember Witt – nothing at this time.

Vice Mayor Tyler - nothing at this time.

Councilmember Cagle - nothing at this time.

Mayor Williams – Donation checks were sent to each of the schools in East Ridge. Spring Creek Elementary sent a thank you letter to acknowledge it. Mayor Williams then asked Parks & Recreation Director Skiles to give an update on events happening withing Parks & Recreation. Winter sports are finished and the deadline for Spring sports registration in all age groups is approaching. The Fall Festival will be held on September 27- 28. This year it will be a two-day event.

The library still has activities going on such as Puzzles & Pen Pals, S.T.E.M. Family night and the Homeschool Book Club.

Mayor Williams recognized City Recorder Middleton on her retirement after 29 years with the City.

Communication from City Manager

City Manager Miller gave the following updates:

- Town Center – Construction is moving forward and on schedule.
- Community Center Expansion held the pre-bid meeting on February 19th. Bids are due on March 11th. The bid award will be placed on the March 27th agenda for approval. Start date hopefully in April or May with completion in 270 days.
- Congratulations to City Recorder Middleton on her retirement. In his four decades of working in government, Mrs. Middleton is one of the best recorders he has worked with as he presented her with an award.

Old Business

ORDINANCE NO. 1215 – AN ORDINANCE OF THE OF THE EAST RIDGE CITY COUNCIL ABANDONING A PORTION OF RIGHT-OF-WAY WITHIN THE 3600 BLOCK AND PART OF THE 3700 BLOCK OF OLD RINGGOLD ROAD, TAX MAP PARCEL ID'S 168D-F-001, 168D-F-001.01, 168D-F-002, 168D-J- 031, 168D-J-032, 168D-J-033, 168D-J-034 AND 168D-J-037 (2nd and final reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated that Urban Story Ventures had petitioned the planning commission to abandon the right of way within the 3600 block and a part of the 3700 block of Old Ringgold Road. This request is part of the redevelopment design for the Osborne Center. Councilmember Witt made the motion to approve Ordinance No. 1215, second Vice Mayor Tyler. Councilmember Cagle made a motion to table Ordinance

1215 and look at doing a closure instead, second Councilmember Ezell. Brad Shumpert with Urban Story Ventures discussed the beautification ideas that they hoped to accomplish. There being no further discussion, Mayor Williams asked for a roll call on the motion to table. The vote is as follows: Vice Mayor Tyler – No, Councilmember Cagle – Yes, Councilmember Ezell – Yes, Councilmember Witt – No, Mayor Williams – No. Motion failed. Mayor Williams then asked for a roll call on Ordinance No. 1215. The vote was as follows: Vice Mayor Tyler – Yes, Councilmember Cagle – No, Councilmember Ezell – Yes, Councilmember Witt – Yes, Mayor Williams – Yes. Motion approved.

New Business

ORDINANCE NO. 1216 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1093 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE (first reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated that by the City adopting the 2018 International Energy Conservation Code (IECC) on February 28, 2019, it is now necessary to update the code to ensure alignment with the requirements adopted by the state. Vice Mayor Tyler made the motion to approve Ordinance 1216, second Councilmember Ezell. After further discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

RESOLUTION NO. 3651 – 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 2024-2025 AS REQUIRED BY THE STATE OF TENNESSEE AND OTHER REGULATORY AGENCIES - City Attorney Litchford read on caption. Finance Director Qualls stated per Tennessee Code Annotated Section 6-56-105 the City must have an annual audit done by a Certified Public Accounting Firm. HHM, Certified Public Accountants, have submitted their proposal to complete the audit at a cost of no more than \$ 58,000. Councilmember Witt made the motion to approve Resolution 3651, second Vice Mayor Tyler. Having no discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

RESOLUTION NO. 3652 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS + OUTDOORS – City Attorney Litchford read on caption. Parks and Recreation Director Skiles stated that Academy Sports + Outdoors wished to continue their sponsorship with the park. This includes a sponsorship of \$ 2,600 and a \$1,000 gift card. Vice Mayor Tyler made the motion to approve Resolution 3652, second Councilmember Ezell. There being no discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

RESOLUTION NO. 3653 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ADVERTISE A REQUEST FOR PROPOSALS FOR THE OPERATION OF FOOD AND REFRESHMENT CONCESSION SERVICES FOR THE EAST RIDGE PARKS AND RECREATION DEPARTMENT – City Attorney Litchford read on caption. Director Skiles stated that due to the passing of Randy Carpenter, Family Concessions would not be continuing the concessions contract. The City needs to advertise for a new concession company. The new contract will be for two years. The advertisement will go out on March 9 and bids will be opened on April 19 @ 2:30 pm. Councilmember Witt made the motion to approve Resolution 3653, second Vice Mayor Tyler. Having no further discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

RESOLUTION NO. 3654 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH BKW PROPERTIES, LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO. City Attorney Litchford read on caption. Mr. Litchford stated that BKW Properties, LLC intends to develop a first-class restaurant within the Border Region on the property where Wally’s Restaurant was once located. This agreement will be a 90/10 split due to the baseline being so high. The IDB approved the agreement on February 20th, 2025, and it now before City Council for approval. Vice Mayor Tyler made the motion to approve Resolution No. 3654, second Councilmember Witt. Having no further discussion, Mayor Williams asked for roll call. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the March 13, 2025, City Council Meeting

Old Business

ORDINANCE NO. 1216 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1093 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE (Second and final reading)

New Business

- A. **RESOLUTION NO. ____** Approval Sound Attenuation System for the Animal Shelter – City staff will have a recommendation for the Council’s consideration regarding the bid from Input Group.

B. RESOLUTION NO. ____ Housing Board Appointment (Councilmember Witt) The appointment is due to a change in the Ordinance relating to Boards and Commissions along with C and D.

C. RESOLUTION NO. ____ Industrial Development Board Appointment (Council)

D. RESOLUTION NO. ____ Library Board Appointment (Mayor Williams)

E. RESOLUTION NO. ____ Purchase of Radios – State bid (SWC #424) \$ 16,842.24

F. RESOLUTION NO. ____ Purchase of Body Cameras – Sourcewell contract #042021-MOT - \$ 23,090.00

G. RESOLUTION NO. ____ Purchase of In Car Mobile Radios – State bid (SWC #424) - \$ 25,028.80

H. RESOLUTION NO. ____ Approval of Name for Town Center

- The Event Center at East Ridge
- The Connection at East Ridge City Center
- Venue 1921 at East Ridge
- The Gateway Center at East Ridge

I. RESOLUTION NO. ____ Relocation of Dog Park – Due to the building of the new Town Center the park will need to be moved. There are a couple of sites where the park could be moved. Either to Camp Jordan or Springvale Park. The city will also pursue grants for this project.

The being no further business, the meeting was adjourned.

Summary Financial Statement of Revenues and Expenditures

Jan-25

Unaudited **Spent YTD** 58.33%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %

110

REVENUES

31100	Property Taxes	6,657,579	3,266,064	3,241,424	48.69%	58.33%
31200	Property Taxes (Delinquent)	500,000	137,794	316,854	63.37%	58.33%
31610	Local Sales Tax - Co. Trustee	4,740,000	2,298,735	2,350,948	49.60%	58.33%
31611	Incremental State Sales Tax	8,597,436	7,397,436	7,902,012	91.91%	58.33%
31710	Wholesale Beer Tax	440,000	246,526	231,053	52.51%	58.33%
31800	State Net Allocation	300,000	54,170	61,991	20.66%	58.33%
31810	Minimum Business Licenses	10,000	2,377	623	6.23%	58.33%
31824	Solicitors Permit	0	90	0	0.00%	58.33%
31827	5% State Commission	30,000	3,668	5,877	19.59%	58.33%
31912	Cable TV Franchise Tax	196,000	68,604	43,531	22.21%	58.33%
31961	Liens Collected by Trustee	25,000	14,285	27,227	108.91%	58.33%
32120	Wrecker Licenses	350	400	350	100.00%	58.33%
32200	Alcoholic Beverage Tax	240,000	143,533	137,139	57.14%	58.33%
32210	Beer Licenses & Etc.	9,500	6,381	6,151	64.75%	58.33%
32220	Liquor Licenses	3,500	1,450	1,550	44.29%	58.33%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	58.33%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	58.33%
32227	Vacation Rental Fee	0	0	175	0.00%	58.33%
32610	Building Permits	225,000	65,123	76,916	34.19%	58.33%
32615	Fire Preventions/Permits	1,000	1,040	1,590	159.00%	58.33%
32620	Electrical Permits	30,000	11,985	13,520	45.07%	58.33%
32630	Plumbing Permits	15,000	8,269	11,326	75.51%	58.33%
32640	Natural Gas Permits	2,000	1,511	716	35.78%	58.33%
32650	Excavating Permits	8,000	7,200	5,600	70.00%	58.33%
32660	Zoning Permits	3,000	2,150	1,450	48.33%	58.33%
32671	Regular Sign Permits	3,500	2,725	880	25.14%	58.33%
32672	Temporary Sign Permits	300	0	0	0.00%	58.33%
32690	Plan Review Fees	100	0	0	0.00%	58.33%
32691	Tree Trimming Permits	100	30	10	10.00%	58.33%
32905	Other Code Fees	28,000	10,241	3,673	13.12%	58.33%
32960	Yard Sale Permits	200	20	100	50.00%	58.33%
32990	Mechanical Permits	20,000	12,808	10,779	53.90%	58.33%
33191	Appropriation St. of TN	300,000	300,000	300,000	100.00%	58.33%
33410	Police In-Service	37,600	0	0	0.00%	58.33%
33420	Police Bonus Sup.	0	0	30,400	0.00%	58.33%
33430	Fire In-Service	24,800	0	0	0.00%	58.33%
33490	Police Retention	0	0	12,000	0.00%	58.33%
33510	State Sales Tax	2,754,000	1,302,690	1,365,593	49.59%	58.33%
33511	Telecom Sales Tax	5,000	2,397	2,312	46.23%	58.33%
33512	Sportsbetting	38,000	16,569	19,861	52.26%	58.33%
33513	Occupcity Tax	1,500	1,197	987	65.83%	58.33%
33515	State Tax/Telecom	500	0	1	0.14%	58.33%
33530	State Beer Tax	10,680	5,340	5,089	47.65%	58.33%
33540	State Mixed Drink Tax	110,000	63,696	64,090	58.26%	58.33%
33552	State City Streets	40,565	20,305	20,240	49.90%	58.33%
33591	TVA Gross Receipts	266,004	135,829	134,651	50.62%	58.33%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
33593	Corporate Excise Tax	6,000	0	0	0.00%	58.33%
34121	Clerks' Fees - Business Tax	2,000	1,070	855	42.75%	58.33%
34211	Accident Report Charges	2,000	1,007	1,281	64.04%	58.33%
34212	DL Reinstatement Fee	2,000	730	1,815	90.75%	58.33%
34221	Ridgeside Contract	121,268	68,019	70,740	58.33%	58.33%
34231	Police Services	1,000	882	3,311	331.05%	58.33%
34314	Mowing	9,800	0	0	0.00%	58.33%
34500	Donations New Shelter	5,000	2,710	2,560	51.20%	58.33%
34515	Rabies/Spay	500	180	0	0.00%	58.33%
34516	Registration	1,000	1,070	330	33.00%	58.33%
34517	Adoption	1,500	215	1,190	79.33%	58.33%
34518	Board & Impound Fees	1,000	140	255	25.50%	58.33%
34520	A/S Donations-Designated	1,000	300	846	84.60%	58.33%
34641	Indoor Soccer Income	188,760	180,246	186,229	98.66%	58.33%
34642	Community Center Income	43,000	28,735	32,722	76.10%	58.33%
34643	Outdoor Soccer Fees	81,320	38,970	44,091	54.22%	58.33%
34644	Baseball Fees	41,550	16,376	10,445	25.14%	58.33%
34645	Softball Fees	28,510	9,360	13,685	48.00%	58.33%
34646	Gate	30,000	19,261	24,494	81.65%	58.33%
34647	McBrien Complex	0	0	0	0.00%	58.33%
34648	Adult League - Softball	30,000	16,315	18,300	61.00%	58.33%
34649	Concerts/Events	10,000	715	6,514	65.14%	58.33%
34651	Arena	145,000	73,083	92,169	63.57%	58.33%
34652	Pavilion Rental	22,000	10,176	10,737	48.81%	58.33%
34653	Track Rental	2,000	347	1,000	50.00%	58.33%
34654	Field Rental	62,000	32,442	49,317	79.54%	58.33%
34655	Amphitheater	16,000	10,670	7,500	46.88%	58.33%
34656	Concessions	50,000	29,058	47,118	94.24%	58.33%
34657	Overnight - Rv Rental	24,000	9,047	13,360	55.66%	58.33%
34658	Tournament Team Fees	4,000	2,345	1,719	42.98%	58.33%
34712	Sponsorship/Parks & Rec	5,000	2,050	9,880	197.60%	58.33%
34720	Football Gate	5,000	4,939	3,702	74.04%	58.33%
34751	Basketball Gate	20,000	10,002	10,598	52.99%	58.33%
34742	Basketball Player Fees	22,850	22,470	15,578	68.17%	58.33%
34743	Football Player Fees	23,530	12,303	16,170	68.72%	58.33%
34744	Photography	1,200	567	0	0.00%	58.33%
34745	Vending/Concessions	15,000	13,724	5,188	34.59%	58.33%
34746	Cheerleading	2,270	940	2,750	121.15%	58.33%
34747	Rent-Arena Equipment	25,000	13,568	31,744	126.54%	58.33%
34749	Soccer Field Rentals	80,000	42,142	63,529	79.41%	58.33%
34760	Library Charges	1,000	441	773	77.33%	58.33%
34761	Library - Copies	1,000	515	439	43.93%	58.33%
34794	C Center M. Fees	1,000	0	545	54.50%	58.33%
35100	Court Fines & Costs	325,000	162,440	180,739	55.61%	58.33%
35110	Fortfeiture of Bond	0	0	0	0.00%	58.33%
35120	Public Defender Fees	0	0	0	0.00%	58.33%
35150	Diversion Filing	0	0	0	0.00%	58.33%
36100	Interest Earnings	6,500	5,995	19,205	295.46%	58.33%
36211	Rent - Cell Tower	12,925	37,539	7,539	58.33%	58.33%
36310	Sale of Land	0	0	18,000	0.00%	58.33%
36330	Sale Of Equipment	10,000	0	1,368	13.68%	58.33%
36350	Insurance Recoveries	50,000	50,256	25,735	51.47%	58.33%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
36901	Pipes/Culverts	3,000	0	687	22.90%	58.33%
36902	Damages- Traffic C.	0	0	0	0.00%	58.33%
36903	Christmas Parade	600	595	550	91.67%	58.33%
36905	Police - Sale of Surplus	15,000	15,863	0	0.00%	58.33%
36906	Fire - Sale of Surplus	5,000	766	0	0.00%	58.33%
36990	Miscellaneous Revenues	25,000	3,831	5,106	20.42%	58.33%
36992	Hamilton County	0	0	0	0.00%	58.33%
37200	AHO - Fines/Court Costs	0	0	424	0.00%	58.33%
	Use of Fund Balance	0	492,154	791,327	0.00%	58.33%
	Total Revenues	27,265,597	17,059,205	18,262,847	66.98%	58.33%
EXPENDITURES						
41000	General Government	1,410,855	1,032,340	1,212,144	85.92%	58.33%
41100	Administrative	1,186,508	567,606	685,292	57.76%	58.33%
41111	City Council	119,117	59,280	63,296	53.14%	58.33%
41210	Municipal Court	430,074	203,188	217,319	50.53%	58.33%
41520	City Attorney	136,875	51,394	57,494	42.00%	58.33%
41800	Buildings & Grounds Maintenance	354,585	146,786	199,232	56.19%	58.33%
41900	City Hall Complex	56,500	27,720	38,476	68.08%	58.33%
42100	Police	2,627,428	1,618,260	1,708,159	65.01%	58.33%
42121	Criminal Investigation	962,325	358,647	592,048	61.52%	58.33%
42123	Patrol	2,728,973	1,679,080	1,896,467	69.49%	58.33%
42125	School Resource	349,475	51,047	144,081	41.23%	58.33%
42125	Traffic Division	356,976	103,325	21,059	5.90%	58.33%
42200	Fire Department	4,532,341	2,285,742	2,968,220	65.49%	58.33%
42400	Building/Planning/Zoning	663,399	416,475	353,572	53.30%	58.33%
43110	Highway And Street	582,500	367,104	310,267	53.26%	58.33%
43120	Traffic Control & Street Markers	310,121	233,783	190,127	61.31%	58.33%
43170	Transfer Station/Brush Pit/Fleet	12,100	6,473	14,736	121.79%	58.33%
44140	Animal Control	375,709	178,305	239,087	63.00%	58.33%
44410	Parks and Recreation	1,169,777	656,910	643,723	55.03%	58.33%
44420	Multi-Purpose Recreation Bldg	324,649	149,522	176,481	54.36%	58.33%
44430	Community Center	302,548	144,250	145,562	48.11%	58.33%
44450	McBrien Complex	1,200	658	2,220	184.98%	58.33%
44610	Soccer - Recreation	69,400	30,518	59,419	85.62%	58.33%
44620	Soccer - Indoor	108,200	92,922	62,509	57.77%	58.33%
44630	Baseball/Softball	83,400	37,374	36,763	44.08%	58.33%
44640	Football/Cheer	26,550	17,086	8,605	32.41%	58.33%
44650	Adult Softball	39,250	20,486	23,893	60.87%	58.33%
44700	Basketball	29,050	20,213	11,431	39.35%	58.33%
44800	Libraries	296,906	143,813	159,453	53.71%	58.33%
44810	History Museum	560	863	1,017	181.60%	58.33%
46500	Community Development Programs	10,000	3,863	0	0.00%	58.33%
47200	Economic Development	8,224,869	6,258,161	6,020,695	73.20%	58.33%
49100	Debt Service	106,720	96,013	0	0.00%	58.33%
49400	Capital Projects - Transfer Out	276,657	0	0	0.00%	58.33%
	Total Expenditures	28,265,597	17,059,205	18,262,847	64.61%	58.33%
Total	General Fund		0	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
121 State Street Aid						
REVENUES						
33450	State Grant - TIP Funds	0	1,847	0	0.00%	58.33%
33460	State Grant - HIP Funds	234,000	11,262	3,752	1.60%	58.33%
33550	2017 Gas Tax Improve	200,000	83,674	103,313	51.66%	58.33%
33551	State Gasoline And Motor Fuel Tax	570,000	293,290	287,725	50.48%	58.33%
33558	City Transport Mod Tax (Electric)	1,000	0	4,701	470.08%	58.33%
36100	Interest Earnings	200	108	15	7.40%	58.33%
36330	Sale of Equipment	0	0	0	0.00%	58.33%
	Use of Fund Balance	294,038	0	0	0.00%	58.33%
	Total Revenues and Other Sourc	1,299,238	390,181	399,505	39.74%	58.33%
EXPENDITURES						
43190	State Street Aid	2,919,949	172,211	98,522	7.58%	58.33%
	Total Expenditures	1,299,238	172,211	98,522	7.58%	58.33%
Total	State Street Aid Fund	0	217,970	300,983		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
122 Grant Fund						
REVENUES						
33109	CSX Transportation Grant - 2022	0	0	0	0.00%	58.33%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	58.33%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	58.33%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	58.33%
33493	TML Safety Grant	3,000	0	0	0.00%	58.33%
36100	Interest Earnings	0	1	1	0.00%	58.33%
36420	Police Traffic Safety Grant	0	0	0	0.00%	58.33%
36421	TN AM Grants	0	0	1,000	0.00%	58.33%
36423	Animal Foundation Grants	425	425	0	0.00%	58.33%
36711	Safety Conservation Grant	4,000	0	0	0.00%	58.33%
36920	THS089-Police	0	0	0	0.00%	58.33%
36921	Homeland Security - Police	0	0	0	0.00%	58.33%
36922	Homeland Security - Fire	0	0	0	0.00%	58.33%
36925	Violent Crime Intervention Grant	0	0	0	0.00%	58.33%
	Use of Fund Balance	6,575	123,755	33,284	0.00%	58.33%
	Total Revenues and Other Sourc	19,000	124,181	34,285	0.00%	58.33%
EXPENDITURES						
43150	Grants	19,000	124,181	34,285	180.45%	58.33%
	Total Expenditures	19,000	124,181	34,285	173.12%	58.33%
Total	Grant Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
127 Drug Fund						
REVENUES						
33197	Federal/State Grants	10,000	6,175	6,789	67.89%	58.33%
33560	Seized/Awarded by State	35,000	37,376	3,355	9.59%	58.33%
35200	Drug Fines	20,000	7,039	5,259	26.29%	58.33%
35400	Sale of Confiscated Property	0	0	0	0.00%	58.33%
36990	Misc. Revenues	0	500	0	0.00%	58.33%
	Use of Fund Balance	139,402	0	41,301	0.00%	58.33%
	Total Revenues and Other Sourc	204,402	51,090	56,705	23.70%	58.33%
EXPENDITURES						
42129	Drug Investigation and Control	204,402	5,605	56,705	27.74%	58.33%
	Total Expenditures	204,402	5,605	56,705	27.74%	58.33%
Total	Drug Investigation Fund	0	45,484	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Inc. Sales Tax (BR)	8,174,869	6,227,447	5,294,688	73.39%	58.33%
33191	Direct App. - State	0	0	0	0.00%	58.33%
36100	Interest Earnings	0	9	3	0.00%	58.33%
	Transfer In	0	0	0	0.00%	58.33%
	Use of Fund Balance	0	0	0	0.00%	58.33%
	Total Revenues and Other Sources	8,174,869	6,227,456	5,294,691	73.39%	58.33%
EXPENDITURES						
	Economic Development	6,787,697	5,155,927	5,294,688	78.00%	58.33%
	Debt Payment	1,387,172	0	0	0.00%	58.33%
	Total Expenditures	8,174,869	5,155,927	5,294,688	78.00%	58.33%
Total	Economic Development Fund	0	1,071,529	3		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUES						
33190	FEMA/TEMA 2021	0	0	0	0.00%	58.33%
34415	Delinquent Fees	0	0	8,468	0.00%	58.33%
34416	Sanitation Fees	1,580,200	949,838	964,726	61.05%	58.33%
34418	Extra Cans	1,500	960	900	60.00%	58.33%
34420	Dumpster Rentals	9,000	2,200	3,600	40.00%	58.33%
34422	Recycling - Transfer Station	4,000	3,027	3,586	89.65%	58.33%
34426	Sale Of Mulch	100	0	88	88.00%	58.33%
34430	Refuse Collection And Disposal	2,500	536	437	17.48%	58.33%
36330	Sale of Equipment	0	0	0	0.00%	58.33%
36350	Insurance Recoveries	0	0	0	0.00%	58.33%
	Use of Fund Balance	44,296	259,297	0	0.00%	58.33%
	Total Revenues and Other Sourc	1,641,596	1,215,858	981,805	61.47%	58.33%
EXPENDITURES						
43200	Solid Waste	1,641,596	1,215,858	928,714	56.57%	58.33%
	Total Expenditures	1,641,596	1,215,858	928,714	56.57%	58.33%
Total	Solid Waste Fund	0	0	53,091		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
212 Debt Service Fund						
REVENUES						
31920	Room Occupancy Tax	750,000	386,624	513,336	68.44%	58.33%
36100	Interest Earnings	50,000	61,637	65,137	130.27%	58.33%
37940	Transfer In	1,731,833	329,480	0	0.00%	58.33%
	Use of Fund Balance	0	56,464	479,433	0.00%	58.33%
	Total Revenues and Other Sourc	2,531,833	834,204	1,057,906	22.85%	58.33%
EXPENDITURES						
49111	Camp Jordan - Phase Two - 2020	144,525	125,282	126,948	87.84%	58.33%
49114	Refunding Bond Issue - 2021	681,963	88,381	78,481	11.51%	58.33%
49300	Series 2022 Bond Issue	725,717	398,033	479,503	66.07%	58.33%
49310	2015 - Exit One/Capital Projects	206,813	66,938	65,906	31.87%	58.33%
49320	Capital Projects - Series 2024	0	0	151,311	0.00%	58.33%
49410	Public Safety Capital Outlay Note	0	0	0	0.00%	58.33%
49411	Public Safety Capital Outlay Note	0	0	0	0.00%	58.33%
49412	Public Safety - Lease Purchase	43,795	0	0	0.00%	58.33%
49413	Public Safety - Capital Outlay Note	105,508	102,041	102,227	96.89%	58.33%
49414	Public Safety - Lease Purchase	53,530	53,530	53,530	100.00%	58.33%
	Total Expenditures	1,961,851	834,204	1,057,906	53.92%	58.33%
Total	TML Loan Fund	569,982	0	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
341 Capital Improvement Fund						
REVENUES						
33113	LPRF 2024 - C. CENTER	0	0	27,550	0.00%	58.33%
33120	2015 Multi Modal	0	0	0	0.00%	58.33%
36100	Interest	0	0	183,186	0.00%	58.33%
36421	TN Am Water Grant	0	0	0	0.00%	58.33%
36915	Bond Proceeds	12,000,000	1,448,554	762,613	6.36%	58.33%
36990	Misc. Revenues	0	0	0	0.00%	58.33%
36992	Hamilton County	1,000,000	0	0	0.00%	58.33%
37940	Operating Transfers - Other Funds	276,657	0	0	0.00%	58.33%
	Use of Fund Balance	176,319	948,350	1,746,325	0.00%	58.33%
	Total Revenues and Other Sourc	13,452,976	2,396,904	2,719,674	7.33%	58.33%
EXPENDITURES						
41100	Administrative	0	0	5,849	0.00%	58.33%
41800	Bldg/Grounds Maint.	400,000	188,196	184,499	46.12%	58.33%
41900	City Hall Complex	0	0	15,497	0.00%	58.33%
41920	Multi Purpose Pavillion	6,000,000	50,620	447,996	7.47%	58.33%
43110	Multi Modal Project	0	1,725,227	436,810	0.00%	58.33%
43121	N. Mack Smith	4,500,000	186,798	87,342	1.94%	58.33%
43122	Resurfacing Projects	937,976	1,800	7,948	0.00%	58.33%
43126	Spring Creek Project	0	0	88,517	0.00%	58.33%
44410	Parks & Recreation	1,440,000	46,248	1,287,449	89.41%	58.33%
44421	Splash Pad/Playground	0	0	0	0.00%	58.33%
44423	Dog Park - Town Center	0	0	0	0.00%	58.33%
44424	Animal Shelter Building	0	145,482	0	0.00%	58.33%
44425	Dickert Pond Pier	0	32,533	9,957	0.00%	58.33%
44426	Fuel Tank-Public Safety	125,000	0	0	0.00%	58.33%
44430	C Center Upgrad	0	0	124,340	0.00%	58.33%
44450	McBrien Complex	0	0	7,500	0.00%	58.33%
46511	Community Development	50,000	20,000	15,971	31.94%	58.33%
	Total Expenditures	13,452,976	2,396,904	2,719,674	20.22%	58.33%
Total	Capital Projects Fund	0	0	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
410 ARPA Fund						
REVENUES						
37940	Transfer In	0	0	0	0.00%	58.33%
	Use of Fund Balance	436,171	660,068	879,564	0.00%	58.33%
	Total Revenues and Other Sources	436,171	660,068	879,564	0.00%	58.33%
EXPENDITURES						
44424	Animal Shelter Facility	0	152,613	879,564	0.00%	58.33%
46490	Stormwater Projects - Ringgold Road	436,171	507,455	0	0.00%	58.33%
	Total Expenditures	436,171	660,068	879,564	191.77%	58.33%
Total	Capital Projects Fund	0	0	0		

ORDINANCE 1216

AGENDA MEMORANDUM

Amending Ordinance 1093, the 2018 International Energy Conservation Code (IECC)

Date: March 13, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

The City of East Ridge adopted the 2018 International Energy Conservation Code (IECC) on February 28, 2019. The state's adoption of the 2018 IECC incorporates insulation, fenestration, and testing options from the 2009 IECC, so it is necessary to update the East Ridge Ordinance 1093 energy code to ensure alignment with the state of Tennessee energy code amendments.

These amendments will specifically apply to detached one- (1) or two- (2) family dwellings, townhouses, and any additions to existing one- (1) or two- (2) family dwellings or townhouses that involve thirty (30) square feet or more of interior space.

By implementing these changes, East Ridge's energy code will remain consistent with state standards and not impose stricter requirements.

ORDINANCE 1216

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1093 IN ORDER TO COMPLY WITH CERTAIN MANDATORY BUILDING CODE(S) AND RULES PROMULGATED BY THE SECRETARY OF THE DEPARTMENT OF COMMERCE AND INSURANCE FOR THE STATE OF TENNESSEE

WHEREAS, effective as of February 28, 2019, the City of East Ridge enacted Ordinance 1093, adopting updated versions of multiple building codes including:

<u>International Building Code</u> (with appendices A, C, D, F, and J)	2018 Edition
<u>International Energy Conservation Code</u>	2018 Edition
<u>ICC/ANSI A117.1- 2017</u>	2017 Edition
<u>International Residential Code</u> (with appendices A, B, C, and J,)	2018 Edition

WHEREAS, portions of the International Residential Code, 2018 Edition, and the International Energy Conservation Code, 2018 Edition as adopted by the City under said Ordinance 1093, and certain Rules and Regulations adopted and promulgated by the Secretary of the Department of Commerce and Insurance for the State of Tennessee, Division of Fire Prevention, Services at Chapter 078-02-23 concerning One (1) and Two (2) Family Dwellings and Townhouses, are in apparent conflict with the Rules and Regulations duly and adopted promulgated, by the Secretary of Commerce and Insurance by the State of Tennessee as above referenced; and

WHEREAS, it is necessary to amend Ordinance 1093 in limited respects as hereinafter specified to comply with state law and to provide for uniformity of building code standards, building code enforcement, and of, in and concerning the City of East Ridge and adjoining and surrounding jurisdictions to the end that residents', property owners', developers' and contractors' expectations and knowledge of applicable construction building codes and acceptable practices are met and to streamline best practices of the City's Buildings and Codes and Inspection functions and the general enhancement of the public welfare;

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

Section 4. That title 12, Building and Utility Code, Chapter 6, be and the same hereby is deleted in its entirety and substituting in lieu thereof the following.

Section 12-601. Energy Conservation Code adopted with amendments.
The International Energy Conservation Code, 2018 edition, and the International Residential Code, 2018 edition.

12-602. Amendments.

- (1) The International Residential Code (IRC) 2018 as it relates specifically to Detached One (1) or Two (2) Family Dwellings or Townhouses and or additions to any existing One (1) or Two (2) Family Dwelling or Townhouse of thirty (30) square feet or more of interior space shall be amended as follows:
1. Section N1102.4.1.2 (R402.4.1.2) Testing is deleted and replaced with Section N1102.4.2.1 Testing Option and Section N1102.4.2.2. Visual Inspection Option from the 2009 IRC are optional.
 2. Section N1103.3.3 (R403.3.3) Duct Testing (Mandatory) and Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive) are optional.
 3. Table N1102.1.2 (R402.1.2) Insulation and Fenestration Requirements by Component and Table N1102.1.4 (R402.1.4) Equivalent U-Factors from 2018 IRC are deleted and replaced with Table N1102.1 Insulation and Fenestration Requirements by Component and Table N1102.1.2 Equivalent U-Factor from 2009 IRC.

12-603. Amendments

- (2) The International Energy Conservation Code (IECC), 2018 edition as it relates to residential buildings shall be amended as follows:
1. Section R402.4.1.2. Testing is deleted and replaced with Section 402.4.2.1. Testing Option and Section 402.4.2.2 Visual Inspection from 2009 IECC
 2. Section R403.3.3. Duct Testing (Mandatory) and Section R403.3.4 Duct Leakage (Prescriptive) are optional.
 3. Table R402.1.2. Insulation and Fenestration Requirements by Component and Table R402.1.4. Equivalent U-Factors are deleted and replaced with Table 402.1.1. Insulation and Fenestration Requirements by Component and Table 402.1.3 Equivalent U-Factor from the 2009 IECC.

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

Passed on First Reading _____, 2025

Passed on Second Reading _____, 2025

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION 3655

AGENDA MEMORANDUM

March 13, 2025

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

I am requesting permission to open another bank account to move funds to a higher interest market account. These funds will come from the General Fund operating account. It will still be considered part of the General Fund but will be in a separate account.

RESOLUTION NO. 3655

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL AUTHORIZING THE CITY MANAGER OR
HIS DESIGNEE TO OPEN A MONEY MARKET
ACCOUNT AT FIRSTBANK**

WHEREAS the City of East Ridge needs to open a money market account in which to transfer funds from the general operating account; and

WHEREAS, the funds will be kept in a money market account and labeled as public funds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of East Ridge, Tennessee that the City Manager, or his designee, is authorized to open, on behalf of the City, an account at FirstBank in which to deposit funds.

BE IT FURTHER RESOLVED that the funds would have specific guidelines as to how they can be spent.

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

Adopted this _____ day of _____, 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

RESOLUTION 3656

AGENDA MEMORANDUM
SOUND ATTENUATION
EAST RIDGE ANIMAL SHELTER

March 13, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

I reported to the City Council at the February 27, 2025 regular business meeting under agenda pending that the City received one bid for the sound attenuation design-build project for the East Ridge Animal Shelter. The bid proposal received was from the Input Group in the amount of \$246,783.09. Said bid proposal included three (3) proposals, as follows: the installation of wall/ceiling acoustic panels inside the building; the installation of wall/ceiling acoustic panels outside the building; and the construction of a 15-foot sound wall on the east side of the shelter. There were two (2) additional add-ons at an additional cost included in the bid being a sound blanket system to be mounted on the existing concrete wall and a sound system integration to reduce barking through environmental sound management. The bid proposal, including the three proposals, was significantly over Staff’s allocation for this work; therefore, a meeting was warranted with the Input Group to negotiate a cost that would be reasonable to implement for the City.

City Staff met with the Input Group on February 25, 2025 to negotiate a comprehensive sound attenuation system that would be within the City’s budget of not to exceed \$200,000. The revised proposal was received and reviewed by Staff on Monday, March 10, 2025 and we are satisfied with the numbers as submitted, as follows:

• Inside wall and ceiling acoustic tiles	\$62,068.57
• Sound system integration	9,760.00
• Outside sound barrier wall (atop of concrete wall)	<u>120,941.75</u>
Total	\$192,770.32

It is City Staff’s recommendation to City Council that the bid for sound attenuation for the Animal Shelter be awarded to the Input Group in the amount of \$192,770.32.

Attachments

JSM/

RESOLUTION NO. 3656

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
APPROVING A BID FOR A SOUND ATTENUATION
SYSTEM AT THE EAST RIDGE ANIMAL SHELTER**

WHEREAS, the City has received complaints from residents that live adjacent to the new Animal Shelter about barking from dogs that are housed in the kennels at the shelter; and

WHEREAS, the City Manager and Police Chief have met with acoustic professionals onsite to discuss remedies that could be implemented to substantially reduce the noise; and

WHEREAS, after discussion of the possible remedies, the City Manager and Police Chief concluded that the City should advertise for solicitation of bids for a design-build project for the sound attenuation of the Animal Shelter; and

WHEREAS, sealed bids were opened and publicly read on February 6, 2025, beginning at 2:00 p.m. at East Ridge City Hall; and

WHEREAS, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for a design-build sound attenuation system, be awarded to Input Group in the amount of \$192,770.32

WHEREAS, this is not a budgeted item; however, funds are available from the balance in the contingency fund of the Animal Shelter project in the amount of \$217,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for the design-build sound attenuation system be awarded to Input Group in the amount of \$192,770.32.

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 Input Group subject to approval of the City Attorney, in the amount stated herein.

BE IT FURTHER RESOLVED that the cost for the sound attenuation will come from the contingency fund of the Animal Shelter project.

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 _____, 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

SOUND ATTENUATION INSTALLATION AND SERVICES CONTRACT

THIS AGREEMENT executed on this the _____ day of _____, 2025 by and between _____ (hereinafter "Employer"), and Input Group LLC (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Contractor, and Contractor agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1- WORK TO BE PERFORMED

- 1.1 **Term.** Employer agrees to hire Contractor, to perform the services and work as stated in document.
- 1.2 **Duties.** The contractor agrees to perform the following installation of sound attenuation systems as described in the document and work for the Employer on the terms and conditions set forth in this agreement, as follows:
 - a. Installation of sound attenuation system inside the kennel rooms
 - b. Installation of new speaker system
 - c. Installation of new lights over the dog kennels
 - d. Installation of an exterior sound barrier wall
 - e. Upon completion, the contractor agrees to keep all property of Employer in a clean and satisfactory condition.
 - f. Work shall be at the following address: 5302 Stone St, Chattanooga, TN 37412

SECTION 2 - COMPENSATION

- 2.1 **Compensation.** In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to the Contractor the sum of \$192,770.32.
- 2.2 **Withholding.** Contractor is an independent contractor and shall be responsible for his/her own income taxes, worker's compensation, and other employment taxes.

SECTION 3 - INDEPENDENT CONTRACTOR STATUS

Contractor acknowledges that he/she is an independent contractor and is not an agent, partner, joint ventures nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner nor shall Contractor represent to anyone that it has a right to do so.

SECTION 4 - INSURANCE.

Contractor shall obtain and maintain in force, at its own expense, throughout the performance of his/her/its obligations under this Agreement, insurance coverage against claims, regardless of when asserted, that may arise out of, or result from, Contractor's operations in connection with the services or duties described above. This insurance shall include the following coverages below:

Comprehensive General Liability Contractor agrees to maintain a policy of insurance in the minimum amount of \$5,000,000, including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury, death, and property damages for any negligent acts committed by Contractor or his employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold Employer free and harmless from any and all claims arising from any such negligent act or omission.

Workers Compensation and Employer's Liability (if required by state law). Contractor agrees to provide worker's compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Employer for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

SECTION 5 - MISCELLANEOUS PROVISIONS

- 5.1 The provisions of this Agreement shall be binding upon and for the benefit of the heirs, personal representatives, successors and assigns of the parties.
- 5.2 In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal.
- 5.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 5.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Tennessee.
- 5.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it

supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

- 5.6 If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- 5.7 Contractor agrees to indemnify, defend, and hold Employer and his/her successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Contractor.
- 5.8 Employer may terminate this Agreement at any time by providing 7 days written notice to Contractor. All incurred cost up to the termination must be paid by the employer. In addition, if Contractor fails or refuses to comply with the policies or reasonable directives of Employer, is guilty of serious misconduct in connection with his/her performance hereunder, or materially breaches any provisions of this Agreement, Employer may at any time and in its sole discretion terminate the engagement of Contractor immediately and without prior written notice to Contractor.
- 5.9 Contractor shall not assign any of his/her rights under this agreement or delegate the performance of any of his/her duties hereunder, without the express written prior consent of Employer.

WITNESS OUR SIGNATURES, this the _____ day of _____, 2025.

EMPLOYER

TITLE

CONTRACTOR

TITLE

Proposal 1

Inside Wall & Ceiling

Overview

To effectively address the sound issues indoors, we are implementing several additional methods beyond what was initially proposed:

1. Acoustic Baffles:

- Dimensions: 2 feet tall by 4 feet wide.
- Installation: Hung in a grid configuration to maximize sound absorption across the ceiling space.
- Function: These baffles are designed to reduce echoes and reverberations, enhancing speech intelligibility and lowering overall room volume.
- Maintenance: They are cleanable and easy to maintain, ensuring longevity and hygiene.
- Visuals: Accompanying photos provide a render of the proposed setup.
- **Security camera views may be partially obstructed by baffles

2. Acoustic Wall Panels:

- Dimensions: 4 feet tall by 2 feet wide.
- Installation: Mounted on walls lacking sound treatment to complement the ceiling baffles.
- Function: Similar to the baffles, these panels absorb sound, reducing echoes for clearer communication and a quieter environment.
- Maintenance: The panels are designed for easy cleaning and maintenance.
- Visuals: Renders are available to illustrate the aesthetic integration.

3. Electrical Upgrades:

- Lighting: Due to the obstruction from acoustic baffles, we propose the installation of a new light over each kennel and deactivating the existing lights that will be covered.
- Switching: Replacement of motion-activated switches with standard light switches to prevent lights from staying on due to dog movement at night, which contributes to noise and sleep

disruption.

4. Sound System Integration:

- Purpose: To reduce barking through environmental sound management.
- Setup: Installation of a sound system with three 4.5" wall mounted speakers to play calming sounds like music, nature sounds, or white noise.
- Benefits: Research supports that such sound environments help maintain a calmer state among dogs, reducing noise levels.
- Control: The system will be managed via a small soundboard with a computer for audio playback

These solutions are tailored to create a more acoustically controlled environment, significantly reducing noise from both human and canine sources within the facility.

Pricing

Description	Price
Acoustic Baffles	\$9,516.33
Wall panels	\$7,038.24
Electrical	\$14,500
Materials and Hardware	\$8,414
Shipping	\$5,200
Labor	\$17,400
Total	\$62,068.57
*Tax, if applicable, is not currently included in price.	

Sound System Integration Pricing

Description	Price
Sound System	\$4,061.40
Materials & Hardware	\$1,935.60
Shipping	\$500
Labor	\$3,263
Total	\$9,760
*Tax, if applicable, is not currently included in price.	



DESCRIPTION

AlphaSorb® PVC Plastic Sound Baffles are sound absorbing baffles with washable surfaces. They are available in three thicknesses and densities. PVC combines strong sound absorption with a washable surface. These sound baffles are excellent for treating large open rooms and work well to reduce reverberation and increase speech intelligibility.

COMMON APPLICATIONS

- Gymsnasiums & Aquatic Centers
- Multipurpose Rooms & Auditoriums
- Animal Shelters & Hospitals
- Industrial & Manufacturing Plants

TECHNICAL CHARACTERISTICS

- SIZE:** Custom up to 4' x 10'
- THICKNESS:** 2"
- DENSITY:** 1.5 lb/ft³
- FIRE RESISTANCE:** Class A per ASTM E 84
- COLORS:** 23; See Color Chart
- INSTALLATION:** Easy installation with grommets in top corners



SOUND ABSORBING PERFORMANCE (SABINS / 4'x2' UNIT)							
Size/Density	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	SABINS
1.5" / 1.5#	1.74	6.13	10.39	11.63	6.32	4.48	8.62
2" / 1.5#	1.94	4.68	11.61	11.84	6.04	2.66	8.54



DESCRIPTION

The AlphaSorb® PVC Plastic Acoustic Panel offers economical sound absorption with a wipe-able surface. These PVC encapsulated acoustical panels are used to reduce and lower excessive reverberation times (RT60) in large open spaces.

Available in an array of bold colors, they can be manufactured in custom sizes up to 4' x 10'. The AlphaSorb® PVC Plastic Acoustic Panel installs easily using the grommets provided in the top corners.

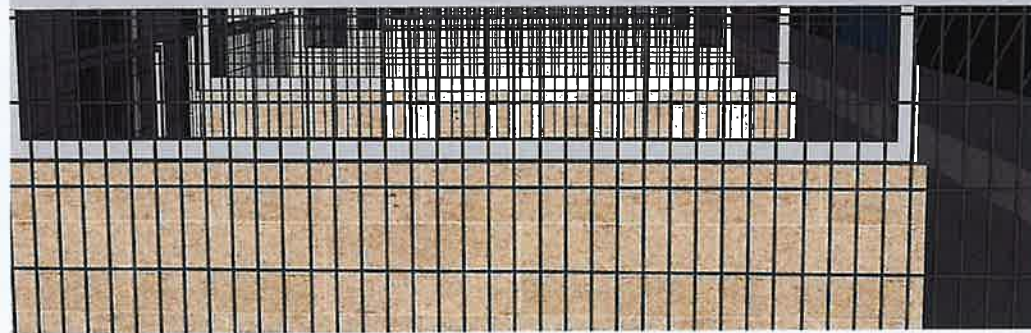
TECHNICAL CHARACTERISTICS

- SIZE:** up to 4' x 10'
- THICKNESS:** 2"
- CORE MATERIAL:** 1.5 lb acoustical fiberglass
- FINISH:** 2-3 mil Heat Sealed PVC (polyvinyl-chloride)
- COLORS:** 23 Available
- FIRE RATING:** Class A per ASTM E 84
- SUSPENSION:** Grommets

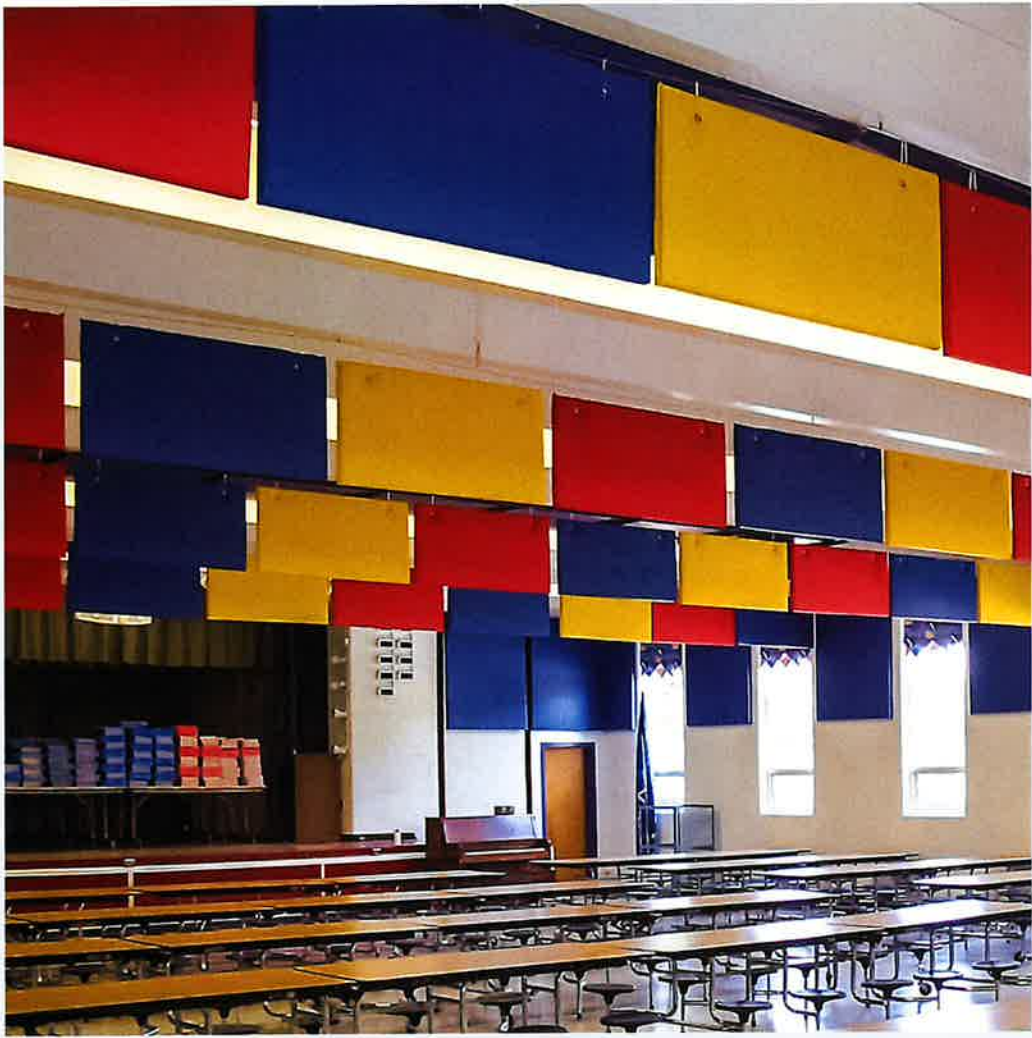


SOUND ABSORPTION SABINS PER UNIT							
(Per NAL A02 188, 2'x4' unit)							
Mounting	125 Hz	250 Hz	500 Hz	1000 Hz	2000 Hz	4000 Hz	SABINS
Type J	1.94	4.68	11.61	11.84	6.04	2.66	8.54
Wall	0.38	0.82	1.19	0.74	0.32	0.14	0.75









Proposal 3

Sound Barrier Wall

Overview

The proposed sound barrier wall measures 15 feet in height and extends 130 feet in width. It is engineered using steel pipes, with each segment supported by five horizontal steel pipes between vertical posts. Each post will be embedded 4 feet into the ground, secured with a poured concrete foundation for enhanced stability and durability.

Suspended from these horizontal supports will be an outdoor-rated sound-blocking material, selected for its efficacy in noise reduction. Below are the specifications of the materials along with visual renders illustrating the expected appearance of the completed wall. This material comes with an 8-year warranty, ensuring long-term performance.

This system is designed to effectively deflect and absorb sound, particularly from canine sources, thereby significantly reducing noise levels beyond the property boundaries.

Pricing

Description	Price
Wall Structure	\$61,950
Sound Barrier Material	\$22,625.75
Materials and Hardware	\$12,366
Shipping	\$4,500
Labor	\$19,500
Total	\$120,941.75
*Tax, if applicable, is not currently included in price.	

SOUNDBLOCK ROLL PRODUCT



MATERIAL CLOSE UP - FRONT - SMOOTH SIDE



MATERIAL CLOSE UP - BACK - TEXTURED SIDE



MATERIAL SPECIFICATIONS

MATERIAL COMPOSITION: PROPRIETARY COMPOSITION W/ HIGH UV-RESISTANCE

PROPERTIES	RESULTS
Length	192"
Width	48"
Material Thickness	1/8"
Tensile Strength	Min. 510 PSI
Acoustical Rating	Minimum STC 32 per ISO 16283 (part III) - 1981 DIN 52210 & ISO 140 (part III)
Minimum Sound Attenuation	24 DBA @ 100Hz/75 DBA @ 40Hz
Heat Tolerance	200° Fahrenheit (93° Celsius) for 7 Days
Freezing Point	40° Fahrenheit (-40° Celsius)
Visibility Blockage	100%

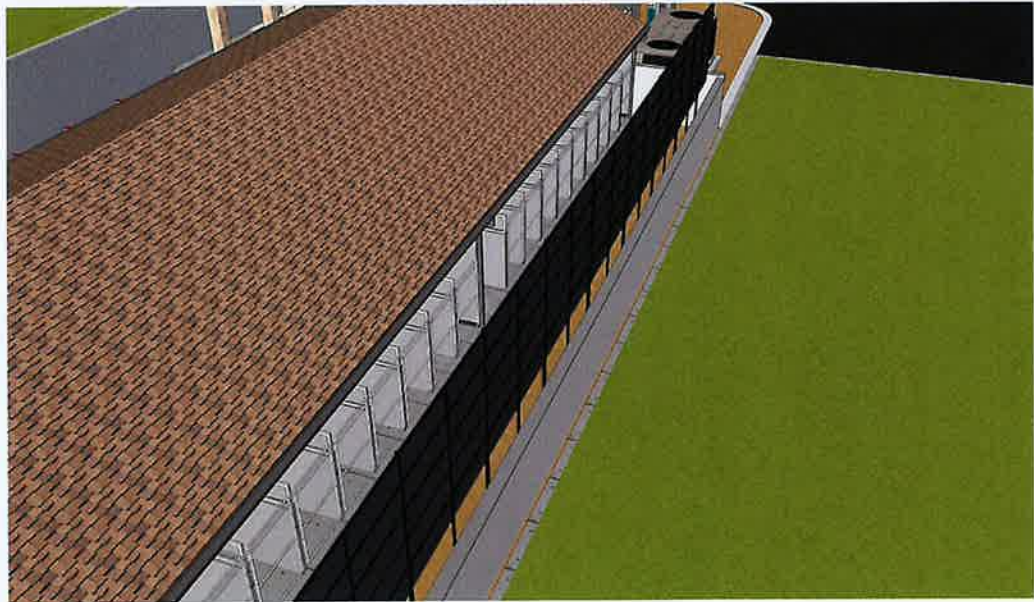
AVAILABLE COLORS:

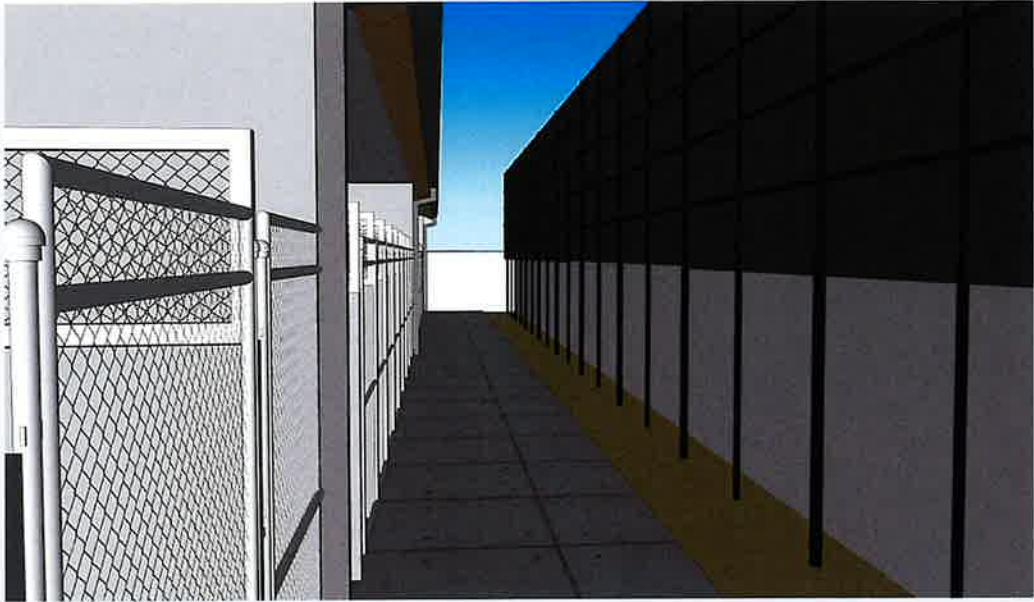


BLACK



SHOWN WITH GROMMETS FINISH PACKAGE





ESTIMATE

Input Group LLC
175 Banberry Dr SW
Mc Donald, TN 37353

sales@inputgroupllc.com
+1 (423) 227-9111
www.inputgroupllc.com



INPUT GROUP

Bill to
Scott Miller
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412 US

Estimate details

Estimate no.: 1097
Estimate date: 02/06/2025
Expiration date: 03/31/2025

#	Product or service	Description	Qty	Amount
1.	Acoustic Baffles		1	\$9,516.33
2.	Acoustic panels for Inside walls		1	\$7,038.24
3.	Electrical		1	\$14,500.00
4.	Materials & Hardware		1	\$8,414.00
5.	Shipping		1	\$5,200.00
6.	Labor		1	\$17,400.00

Total \$62,068.57

Note to customer

This estimate is for proposal 1. Tax, if applicable, is not currently included in price.

Expiry date 03/31/2025

Accepted date

Accepted by

ESTIMATE

Input Group LLC
175 Banberry Dr SW
Mc Donald, TN 37353

sales@inputgroupllc.com
+1 (423) 227-9111
www.inputgroupllc.com



Bill to
Scott Miller
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412 US

Estimate details

Estimate no.: 1098
Estimate date: 02/06/2025
Expiration date: 03/31/2025

#	Product or service	Description	Qty	Amount
1.	Sound System		1	\$4,061.40
2.	Materials & Hardware		1	\$1,935.60
3.	Shipping		1	\$500.00
4.	Labor		1	\$3,263.00
			Total	\$9,760.00

Note to customer

This estimate is for proposal 1 optional sound system. Tax, if applicable, is not currently included in price.

Expiry date 03/31/2025

Accepted date

Accepted by

ESTIMATE

Input Group LLC
175 Banberry Dr SW
Mc Donald, TN 37353

sales@inputgroupllc.com
+1 (423) 227-9111
www.inputgroupllc.com



INPUT GROUP

Bill to
Scott Miller
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412 US

Estimate details

Estimate no.: 1100
Estimate date: 02/06/2025
Expiration date: 03/31/2025

#	Product or service	Description	Qty	Amount
1.	Wall Structure		1	\$61,950.00
2.	Sound Barrier Material		1	\$22,625.75
3.	Materials & Hardware		1	\$12,366.00
4.	Shipping		1	\$4,500.00
5.	Labor		1	\$19,500.00
			Total	\$120,941.75

Note to customer

This estimate is for proposal 3. Tax, if applicable, is not currently included in price.

Expiry date 03/31/2025

Accepted date

Accepted by

RESOLUTION 3657

AGENDA MEMORANDUM

**NOMINATION FOR HOUSING COMMISSION APPOINTMENT
COUNCILMEMBER WITT**

March 13, 2025

Submitted by:


Janet Middleton, City Recorder

The term for Councilmember Jeff Ezell is scheduled to expire on August 24, 2026; however, Mr. Ezell will be resigning from the Housing Commission. This is Councilmember Witt's nomination for appointment.

The new term will be from the date of appointment through August 24, 2026.

RESOLUTION NO. 3657

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY COUNCILMEMBER ANDREA WITT TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE HOUSING COMMISSION

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

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

WHEREAS, the term for Councilmember Jeff Ezell is scheduled to expire on August 24, 2026; however, Councilmember Ezell has resigned from the Housing Commission due to being elected to the East Ridge City Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge hereby approves the nomination of _____ by Councilmember Witt to fill the unexpired term of Councilmember Ezell, ending August 24, 2026.

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 _____ 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION 3658

AGENDA MEMORANDUM
NOMINATION FOR
INDUSTRIAL DEVELOPMENT BOARD APPOINTMENT
COUNCIL APPOINTMENT

March 13, 2025

Submitted by:



Janet Middleton, City Recorder

The term for Casey Tuggle is scheduled to expire on June 11, 2026; however, Mr. Tuggle will be resigning from the Industrial Development Board. This is a Council appointment.

The new term will be from the date of appointment through June 11, 2026.

RESOLUTION NO. 3658

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVING A NOMINATION BY CITY COUNCIL TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD

WHEREAS, the City of East Ridge, Tennessee established the East Ridge Industrial Development Board (“IDB”) in accordance with T.C.A. § 6-2808 *et seq.* (now codified at T.C.A. § 7-53-101 *et seq.*) pursuant to a resolution duly adopted by the then Mayor and City Commission for the City of East Ridge on November 8, 1979; and

WHEREAS, the East Ridge Industrial Development Board fulfills an important role with regard to new development in the City; and

WHEREAS, the City Council elects certain of the citizens of the City of East Ridge in accordance with T.C.A. § 7-53-301 to be directors of the IDB.

WHEREAS, the term for current IDB director Casey Tuggle is set to expire on June 11, 2026 and pursuant to T.C.A. §7-53-301, the City Council shall elect citizens of the City of East Ridge for a term of six (6) years to fill the vacant director positions.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of East Ridge hereby approves the nomination of _____ to be a director on the Industrial Development Board for a six (6) year term from June 12, 2024 – June 11, 2030.

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 _____ 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION 3659

AGENDA MEMORANDUM
NOMINATION FOR
LIBRARY BOARD APPOINTMENT
MAYOR WILLIAMS

March 13, 2025

Submitted by:



Janet Middleton, City Recorder

The term for Dr. Jessica Crowe is scheduled to expire on December 30, 2026; however, Dr. Crowe will be resigning from the Library Board. This is Mayor Williams' appointment.

The new term will be from the date of appointment through December 30, 2026.

RESOLUTION NO. 3659

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY MAYOR BRIAN WILLIAMS TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE LIBRARY BOARD

WHEREAS, the East Ridge Library Board fulfills an important role with regard directing the affairs of the Library; and

WHEREAS, the City Council appoints certain of the citizens to the City of East Ridge Library Board in accordance with City Code, Title 2, Chapter 1, Section 2-101; and

WHEREAS, the term for Dr. Jessica Crowe is scheduled to expire on December 30, 2026; however, Dr. Crowe has resigned from the Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of _____ to fill the unexpired term of Dr. Jessica Crowe on the East Ridge Library Board ending December 30, 2026.

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 _____ 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION 3660

AGENDA MEMORANDUM
Portable Radios

March 13, 2025

Submitted By:



Clint Uselton, Chief of Police

SUBJECT:

The East Ridge Police Department seeks approval to purchase three (3) portable radios from Motorola Solutions on state bid (SWC #424).

The purchase price includes needed accessories such as a battery charger and shoulder microphone. The purchase of the radios was included in the budget. The total purchase price is \$16,842.24.

RESOLUTION NO. 3660

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE THREE (3) PORTABLE RADIOS FOR THE EAST RIDGE POLICE DEPARTMENT THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT #424, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)

WHEREAS, the East Ridge Police Department is in need of three (3) portable radios;
and

WHEREAS, the City must purchase Motorola radios in order for them to be compatible with radios that the Department and other Police Departments in the area use; and

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

WHEREAS, the statewide contract price for three (3) Motorola radios from Motorola Solutions, is \$16,842.24.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is authorized to purchase and execute all documents necessary to purchase three (3) portable radios from Motorola Solutions at a cost of \$16,842.24, pursuant to TCA 12-3-1201(b).

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

Adopted this _____ day of _____ 2025

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



EAST RIDGE, CITY OF
APX6000 Portable Quote
12/09/2024

12/09/2024

EAST RIDGE, CITY OF
1517 TOMBRAS AVE
EAST RIDGE, TN 37412

RE: Motorola Quote for APX6000 Portable Quote

Dear Clint Uselton,

Motorola Solutions is pleased to present EAST RIDGE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide EAST RIDGE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Massengill at kris@criticalts.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Massengill

Motorola Solutions Manufacturer's Representative

Billing Address:
EAST RIDGE, CITY OF
1517 TOMBRAS AVE
EAST RIDGE, TN 37412
US

Quote Date:12/09/2024
Expiration Date:02/07/2025
Quote Created By:
Kris Massengill
kris@criticalts.com

End Customer:
EAST RIDGE, CITY OF
Clint Uselton
cuselton@eastridgetn.gov
+1 423-867-3718

Contract: State of TN SWC 424

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	3	\$7,383.00	\$5,367.28	\$16,101.84
1a	H869BZ	ENH: MULTIKEY	3			
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3			
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	3			
1d	H38BT	ADD: SMARTZONE OPERATION	3			
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	3			
1f	QA00580AC	ADD: TDMA OPERATION	3			
1g	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	3			
1h	Q629AK	ENH: AES ENCRYPTION AND ADP	3			
1i	QA09113AB	ADD: BASELINE RELEASE SW	3			
2	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	3	\$142.56	\$106.92	\$320.76
3	NNTN8860B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	3	\$186.50	\$139.88	\$419.64



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Grand Total

\$16,842.24(USD)**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the Legal/ Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

RESOLUTION 3661

AGENDA MEMORANDUM
Body Cameras

March 13, 2025

Submitted By:



Clint Uselton, Chief of Police

SUBJECT:

The East Ridge Police Department seeks approval to purchase five (5) body cameras from Motorola Solutions to complete the outfitting of all front-line officers. The purchase price is \$23,090.00.

The purchase price includes cloud-based video storage for five (5) years and a body worn mount. These cameras will use the same cloud storage as existing in-car and body mounted cameras. The purchase of the cameras was included in the budget. The purchase will be under Sourcewell contract 042021-MOT.

RESOLUTION NO. 3661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE FIVE (5) BODY-WORN CAMERAS FOR THE POLICE DEPARTMENT

WHEREAS, the East Ridge Police Department is in need of five (5) new body-worn cameras; and

WHEREAS, the City wishes to purchase five (5) Motorola body-worn cameras that are compatible with the portable radios currently carried by Police officers; and

WHEREAS, the purchase of the five (5) body-worn cameras would utilize the same cloud storage as existing in-car and body mounted cameras; and

WHEREAS, the purchase of the five (5) body-worn cameras would complete the outfitting of all front-line officers; and

WHEREAS, the cost of five (5) body-worn cameras is \$23,090.00, that was included in the FY 2025 budget, utilizing the Sourcewell contract 012021-MOT pricing; and

WHEREAS, the City of East Ridge believes the best interests of the public would be to purchase the five (5) Motorola body-worn cameras to better assist the Police Department in its continued efforts to best protect the citizens and residents of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is authorized to purchase five (5) Motorola body-worn cameras, which include cloud-based video storage for five (5) years and five (5) body-worn mounts for a total purchase price of \$23,090.00

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 _____, 2025

Brent Lambert, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



EAST RIDGE, CITY OF
ERPD V700 Option
12/18/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

12/18/2024

EAST RIDGE, CITY OF
4214 RINGGOLD RD
EAST RIDGE, TN 37412

RE: Motorola Quote for ERP V700 Option

Dear Clint Uselton,

Motorola Solutions is pleased to present EAST RIDGE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide EAST RIDGE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Massengill at kris@criticalts.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Massengill

Motorola Solutions Manufacturer's Representative

Billing Address:
 EAST RIDGE, CITY OF
 4214 RINGGOLD RD
 EAST RIDGE, TN 37412
 US

Quote Date:12/18/2024
 Expiration Date:02/16/2025
 Quote Created By:
 Kris Massengill
 kris@criticalts.com

End Customer:
 EAST RIDGE, CITY OF
 Clint Uselton
 cuselton@eastridgetn.gov
 423-867-3718

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	5	5 YEAR	\$4,140.00	\$4,140.00	\$20,700.00	
2	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	5	5 YEAR	Included	Included	Included	
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	5		Included	Included	Included	3 YEAR
4	LSV07S03512A	ESSENTIAL SERVICE W/ACC DMG AND ADV REPLACEMENT	5	5 YEAR	Included	Included	Included	
5	SWV07S03593A	SOFTWARE ENHANCEMENTS	5	5 YEAR	Included	Included	Included	
6	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	5		Included	Included	Included	
7	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	5		\$137.50	\$110.00	\$550.00	
8	WGB-0178AAS	VIDEO EQUIPMENT, V700 USB DESKTOP DOCK VAAS	5		Included	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
9	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - VIDEO-AS-A-SERVICE	5	5 YEAR	\$240.00	\$240.00	\$1,200.00	
10	WGW00122-302	BODY WORN CAMERA CONFIGURATION SERVICE	5		\$160.00	\$128.00	\$640.00	
11	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	5	5 YEAR	\$0.00	\$0.00	\$0.00	
Grand Total						\$23,090.00(USD)		

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



RESOLUTION 3662

AGENDA MEMORANDUM
Mobile Radios

March 13, 2025

Submitted By:



Clint Uselton, Chief of Police

SUBJECT:

The East Ridge Police Department seeks approval to purchase five (5) Mobile Radios from Motorola Solutions on state bid (SWC #424).

The purchase price includes a three (3) year warranty. This purchase will allow the police department to outfit all needed vehicles with a mobile radio. The total cost is \$25,028.80 and was included in the budget.

RESOLUTION NO. 3662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE FIVE (5) MOBILE RADIOS FOR THE POLICE DEPARTMENT

WHEREAS, The East Ridge Police Department is in need of five (5) mobile radios; and

WHEREAS, the purchase of five (5) Motorola mobile radios would allow the East Ridge Police Department to outfit all needed vehicles with a mobile radio; and

WHEREAS, the cost of five (5) Motorola Solutions mobile radios is \$25,028.80, that was included in the FY 2025 budget, utilizing pricing from the Tennessee State Bid SWC #424; and

WHEREAS, the City of East Ridge believes the best interests of the public would be to purchase the five (5) Motorola mobile radios to better assist the Police Department in its continued efforts to best protect the citizens and residents of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is authorized to purchase five (5) Motorola mobile radios, which includes a three (3) year warranty for a total purchase price of \$25,028.80

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 _____, 2025

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



EAST RIDGE, CITY OF

ERPD APX4500

12/09/2024

Billing Address:
 EAST RIDGE, CITY OF
 1517 TOMBRAS AVE
 EAST RIDGE, TN 37412
 US

Quote Date:12/09/2024
 Expiration Date:02/07/2025
 Quote Created By:
 Kris Massengill
 kris@propelops.com

End Customer:
 EAST RIDGE, CITY OF
 Clint Uselton
 cuselton@eastridgetn.gov
 +1 423-867-3718

Contract: State of TN SWC 424

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	5	\$2,117.44	\$1,524.56	\$7,622.80
1a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	5	\$216.00	\$216.00	\$1,080.00
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	5	\$6.00	\$4.32	\$21.60
1c	G66BF	ADD: DASH MOUNT O2 APXM	5	\$138.00	\$99.36	\$496.80
1d	GA00580AA	ADD: TDMA OPERATION	5	\$495.00	\$356.40	\$1,782.00
1e	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	5	\$2,277.00	\$1,639.44	\$8,197.20
1f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	5	\$0.00	\$0.00	\$0.00
1g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5	\$66.00	\$47.52	\$237.60
1h	G843AH	ADD: AES ENCRYPTION AND ADP	5	\$523.00	\$376.56	\$1,882.80
1i	GA00804AA	ADD: APX O2 CH (GREY)	5	\$541.00	\$389.52	\$1,947.60
1j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5	\$0.00	\$0.00	\$0.00
1k	W22BA	ADD: STD PALM MICROPHONE APX	5	\$79.00	\$56.88	\$284.40
1l	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00	\$0.00
1m	W969BG	ENH: MULTIKEY OPERATION	5	\$363.00	\$261.36	\$1,306.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1n	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	5	\$47.00	\$33.84	\$169.20

Grand Total **\$25,028.80(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

RESOLUTION 3663

AGENDA MEMORANDUM
NAME OF MULTI-PURPOSE FACILITY

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City Council needs to come up with a name for the multi-purpose facility soon. I don't think we want to refer to the facility as Town Center since I feel the Town Center area encompasses the City Hall, Library, Community Center, Splash Pad, playground, Museum, Police/Fire Complex, and the new, under construction multi-purpose facility.

Once the City Council comes up with a name for the facility the design of the sign needs to take place; and thereafter, the approved sign design needs to be fabricated. This process could take up to six (6) months to complete. The facility is scheduled to be substantially completed by the end of the calendar year.

The entire City Staff (Department Heads and Supervisors) batted around numerous names for the facility, and we narrowed the list down to five (5), as follows:

- The Event Center at East Ridge
- The Connection at East Ridge City Center
- Venue 1921 at East Ridge
- East Ridge City Pavilion
- The Gateway Center at East Ridge

For your information City Staff liked The Event Center at East Ridge **and** 1921 Venue at East Ridge.

Attachment

JSM/

RESOLUTION NO. 3663

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, NAMING THE
NEW MULTI-PURPOSE FACILITY**

WHEREAS, sealed bids were opened and publicly read on September 10, 2024, beginning at 2:00 p.m., at East Ridge City Hall for the construction of the East Ridge Town Center to be located behind City Hall and the Community Center; and

WHEREAS, City staff has referred to the new multi-purpose facility as the East Ridge Town Center; and

WHEREAS, City staff wish to brand the whole East Ridge City Hall Complex, which includes the City Hall and Library building, the East Ridge Community Center building, Pioneer Frontier Park, and the East Ridge Public Safety Building as the East Ridge Town Center; and

WHEREAS, City staff recommends the multi-purpose facility adopt a permanent name other than the East Ridge Town Center; and

WHEREAS, the East Ridge City Council desires the name of the new multi-purpose facility to be _____.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE**, that the new name of the multi-purpose facility is
_____.

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 _____ 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION 3664

AGENDA MEMORANDUM
Relocation of Dog Park

March 13, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The Town Center (multi-purpose facility), presently under construction by Pillar Construction, is hopeful to be substantially completed by the end of the 2025 calendar year. The multi-purpose facility will be used for special events by the City (National Night Out, Christmas parade reception, employee luncheons, 9-11 ceremonial luncheon, library functions, etc.), wedding receptions, private parties (luncheons and dinners), banquets, birthday parties, etc.

Of concern is the ability to rent the facility to groups and individuals for venues such as luncheons, dinners, banquets, wedding receptions, etc. located within very close proximity to an active dog park. Barking dogs would easily become a disruption to the venue.

There are a couple of sites in the City that the dog park could be relocated; one being at Springvale Park and the other at Camp Jordan Park. Pursuant to the Parks and Recreation Master Plan Update (2024-2034), adopted January 11, 2024, one of the recommendations for Springvale Park was the addition of a dog park.

There are grants available for the construction of a dog park at either of these locations.

Attachment

JSM/

RESOLUTION NO. 3664

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
NAMING A NEW LOCATION OF THE EAST
RIDGE DOG PARK**

WHEREAS, the City of East Ridge residents were desirous of a community off-lease dog park; and

WHEREAS, the East Ridge Dog Park has been located behind East Ridge City Hall for several years; and

WHEREAS, with the new Multi-Purpose Facility under construction, staff recommend relocating the East Ridge Dog Park to a new location to alleviate any disruptions that barking dogs could cause to the users of the new Multi-Purpose Facility; and

WHEREAS, staff are seeking the City Council's recommendation for the location of the East Ridge Dog Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council has designated _____ as the new location of the East Ridge Dog Park.

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

Adopted this _____ day of _____, 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Springvale Park

1623 Springvale Road | 6 Acres

Springvale Park was created through a 15-parcel buyout where residents sold their flood-prone properties to the City in order to relocate outside of Spring Creek's floodway. The park got its name from the road that runs through the park, Springvale Road. Currently, the park does not have any formal programming and is comprised of open green space within each former lot.



Amenity	Quantity	Condition
Outdoor Amenities		
Open Green Space	6 Acres	Good
Parking Lot	±9,638 SF	Poor

Recommendations:

Long-Term:

- Add paved walking trails.
- Add educational signage throughout the park.
- Repave and restripe parking lot.
- Add lighting to the park to improve park safety in the evening.
- Add pickleball courts.
- Add dog park.
- Add restroom facility.

Short-Term:

- Replace park entrance sign.
- Improve security measures at park to ensure user safety.
- Create park master plan to determine best use for the space.



RESOLUTION 3665

AGENDA MEMORANDUM

Approval of Acceptance of funds from Statewide Homeland Security Grant
awarded to Hamilton County, TN

Date: March 13, 2025

Submitted by:



Clint Uselton, Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department has been selected by the Hamilton County District 3 Homeland Security Council to receive \$15,107.02, representing a portion of total grant funding awarded to Hamilton County by the U.S. Department of Homeland Security, Office for Domestic Preparedness State Homeland Security Grant Program (2024).

The allotment of \$15,107.02 would be used by the East Ridge Police Department to purchase AVON Protective Mask Kits (AEL 01AR-SCBT) to be utilized by the ERPD SWAT team and as authorized by the grant's authorized equipment list. This is a reimbursement grant.

The East Ridge Police Department requests that the East Ridge City Council accept the referenced and attached memorandum.

Attachments: Letter from Greg Helms, Lead Emergency Management Planner,
Hamilton County Office of Emergency Management

RESOLUTION NO. 3665

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
AUTHORIZING THE CITY MANAGER OR HIS
DESIGNEE TO ACCEPT THE HAMILTON
COUNTY 2024 HOMELAND SECURITY GRANT
FOR THE EAST RIDGE POLICE DEPARTMENT**

WHEREAS, Hamilton County applied for and was awarded the 2024 Homeland Security Grant in the amount of \$182,406.46; and

WHEREAS, Hamilton County disburses the grant to various municipalities and emergency organizations within Hamilton County; and

WHEREAS, Hamilton County is awarding \$15,107.02 to the City of East Ridge Police Department to spend on safety equipment for police officers; and

WHEREAS, the City of East Ridge Fire Department wish to purchase safety equipment with the grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to accept the Hamilton County 2024 Homeland Security Grant in the amount of \$15,107.02 for the East Ridge Police Department, with such amount to be used to purchase safety equipment for police officers.

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 _____ 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

Weston Wamp
COUNTY MAYOR



Chris Adams
DIRECTOR

HAMILTON COUNTY, TENNESSEE
OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

February 24, 2025

Clint Uselton, Police Chief
East Ridge Police Department
1517 Tombras Avenue
East Ridge, TN 37412

Dear Chief Uselton,

The U.S. Department of Homeland Security, Office for Domestic Preparedness State Homeland Security Grant Program 2024, has awarded Hamilton County \$182,406.46. The Hamilton County District 3 Homeland Security Council has agreed to award funding to the East Ridge Police Department for the following project.

1. \$15,107.02 – AVON protective mask kits AEL 01AR-01-SCBT

Purchases for this grant must be completed and submitted by **January 31, 2027**. Please ensure that all purchases comply with the Authorized Equipment List (AEL) items detailed in your application and are completed prior to the deadline. **Please also verify with Sam.gov that all vendors are not identified as an excluded entity and note on submitted invoices**

The equipment inventory and tagging policy are attached with this letter. Please submit all invoices, quotes, bids, purchase orders and proof of payment for this grant to my office for reimbursement processing. Please contact me with any questions.

Respectfully,

Greg Helms

Greg Helms
Lead Emergency Management Planner-Grant Manager
Hamilton County Office of Emergency Management/Homeland Security
401 W Martin Luther King Blvd.
Chattanooga, TN 37402
gregoryh@hamiltontn.gov



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 09/01/2024	End Date 04/30/2027	Agency Tracking # 34101-20925	Edison ID
---------------------------------	-------------------------------	---	------------------

Grantee Legal Entity Name HAMILTON COUNTY	Edison Vendor ID 4208
---	---------------------------------

Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number 97.067
	Grantee's fiscal year end June 30th

Service Caption (one line only)
HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2024

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		182,406.46			182,406.46
TOTAL:		182,406.46			182,406.46

Grantee Selection Process Summary	
<input type="checkbox"/> Competitive Selection <input checked="" type="checkbox"/> Non-competitive Selection	<p>This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the district based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.</p>

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.	CPO USE - GG
---	---------------------

Speed Chart (optional)	Account Code (optional) 71301000
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
HAMILTON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Hamilton County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4208

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2024 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2024 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2024 HSGP will be in compliance with the FFY 2024 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2024 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training, and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on September 1, 2024 ("Effective Date") and ending on April 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is September 1, 2024.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed one hundred eighty-two thousand, four hundred six dollars and 46/100 (\$182,406.46) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
 Homeland Security Program
 3041 Sidco Drive
 Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. 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 as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits

or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee 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 Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the 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 Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the 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 Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant 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 Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant 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. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Gary Baker, Homeland Security Grant Program Supervisor
 Tennessee Emergency Management Agency
 3041 Sidco Drive
 Nashville, TN 37204
gary.baker@tn.gov
 Telephone #: (615) 741-7037

The Grantee:

Weston Wamp, County Mayor
 Hamilton County
 625 Georgia Avenue
 Chattanooga, TN 37402
countymayor@hamiltontn.gov
 Telephone #: (423) 209-6100

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.
- D.10. Nondiscrimination. The Grantee 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 Grant Contract or in the employment practices of the Grantee 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 Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules

permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent 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.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments, or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;

- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:
http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors, and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and

Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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 Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.5. Compliance with National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or §

6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

HAMILTON COUNTY:

Wamp

2/24/25

GRANTEE SIGNATURE

DATE

WESTON WAMP, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

WARNER A. ROSS, II, MAJOR GENERAL
THE ADJUTANT GENERAL, MILITARY DEPARTMENT

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
HAMILTON COUNTY: HOMELAND SECURITY GRANT PROGRAM 2024				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period: BEGIN: 09/01/2024 END: 04/30/2027				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	182,406.46	0.00	182,406.46
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance to Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	182,406.46	0.00	182,406.46

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1**Page 2****GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2024 HOMELAND GRANT PROGRAM	182,406.46
TOTAL	182,406.46

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	HAMILTON COUNTY
Subrecipient's Unique Entity Identifier (SAM)	Y9C3ZS4WJNN5
Federal Award Identification Number (FAIN)	EMW-2024-SS-05042
Federal award date	09/19/2024
Subaward Period of Performance Start and End Date	09/01/2024 – 04/30/2027
Subaward Budget Period Start and End Date	09/01/2024 – 04/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2024
Grant contract's end date	04/30/2027
Amount of federal funds obligated by this grant contract	182,406.46
Total amount of federal funds obligated to the subrecipient	182,406.46
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,362,750.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HSGP 2024
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Pamela Williams, GPD Assistant Administrator FEMA-GPD 500 C Street, SW, 3rd floor Washington, DC 20528-7000 POC: 866-927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

RESOLUTION 3666

AGENDA MEMORANDUM STREET RESURFACING PROGRAM

March 13, 2025

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The FY 2024-2025 State Street Aid Fund and Capital Improvement Fund has appropriated under Paving/Maintenance the amount of \$1,437,976. A street resurfacing program for this fiscal year was completed by Jeff Sikes, ASA Engineering, Chris Vaughn, Street Department Supervisor, input from the Police Officers, and myself. The three (3) of us went out in the field and visually viewed/inspected the streets and their current condition and developed our listing of streets for consideration for resurfacing.

This fiscal year's street resurfacing program includes portions of residential streets throughout the City that we felt needed attention due to being in a deteriorated condition (spaulding, severe cracking, and/or depression/upheaval in pavement). The residential streets selected are through streets or connecting streets. Cul-de-sac streets were not included in this year's street resurfacing program since there are still many through/connecting streets in poor condition.

Attached hereto please find a listing of streets proposed for the FY 2024-2025 resurfacing program (Exhibit A). In many instances only portions, or segments, of the street are scheduled to be milled and resurfaced versus milling and resurfacing the entire street (end to end or intersection to intersection). Following this practice the City is able to mill and resurface additional areas of deteriorated pavement.

Bids for the street resurfacing program were due on March 4, 2025 at 2:00 pm and they were immediately opened. The City received two (2) bids as follows:

- Talley Construction \$1,503,881
- Caldwell Paving and Grading \$1,501,825 (adjusted due to math errors)

Jeff Sikes, ASA Engineering, has reviewed the bid proposals and he has found them both compliant with the bid specifications. In conclusion, Mr. Sikes recommends the contract for the street resurfacing program be awarded to Caldwell Paving. I concur with Mr. Sikes; however, I would add to the motion to award "not to exceed \$1,437,976."

Attachments

JSM/

RESOLUTION NO. 3666

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE AWARDED A
BID FOR THE 2025 STREET
IMPROVEMENTS/ROAD RESURFACING
PROGRAM**

WHEREAS, sealed bids were opened and publicly read on March 4, 2025, at 2:00 p.m., at East Ridge City Hall for the 2025 Street Improvements/Road Resurfacing Program; and

WHEREAS, staff has maintained a bid file containing two bids submitted by Talley Construction, Inc. and Caldwell Paving and Grading with the bids and other required information received; and

WHEREAS, after reviewing the bids submitted, City staff recommends awarding the bid to Caldwell Paving and Grading in the amount of \$1,501,825, which is the amount appropriated for Paving/Maintenance in the FY 2024 – 2025 Street Aid Fund and Capital Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for the 2025 Street Improvements/Road Resurfacing Program be awarded to Caldwell Paving and Grading in the amount not to exceed \$1,437,976.

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 _____ 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

EXHIBIT A

STREET RESURFACING LIST FY 2024-2025

- Hurst Street – Spring Creek to end
- Wentworth Street – 6017 west to 6009 Wentworth
- Welworth Avenue – Yale to San-His
- Swope Drive – 1400 block of Swope
- Altamaha Street – 1100 and 1300 block of Altamaha
- Marlboro Avenue – 621 to 614, 601, and 507 to 502 Marlboro
- Fountain Avenue – 3611 (manhole area)
- Gleason Drive – 3628 to Gleason Circle and 3200 block of Gleason Drive
- Cathy Lane – 3500 to 3522 Cathy
- Dunlap Avenue – Westonia to Bloom
- Maple Lane – Maple Creek to 607 Maple Lane
- Castle Avenue – 3213 to 3221 Castle
- Poindexter Avenue – 800 to 820 Poindexter
- Sheridan Avenue – Brookhaven to 20 Sheridan and 10 Sheridan to Laurel
- Summit Avenue – 823 to 825 Summit plus intersection
- S. Seminole Drive @ Crabtree Drive – 1235 S. Seminole
- S. Seminole Drive @ Rugby Place – Ten Oaks to Rugby Place
- Reeves Avenue – Bennett to 1217 Reeves
- Fredrick – Phelps to 1309 Fredrick
- Helen Lane – 3610 to 3614 Helen
- Connelly Lane – Intersection of Daniel and 3707 to 3703 Connelly
- Spriggs Street – 4320 to 4329 and 5285 Spriggs to Felton to Prigmore
- Duvall Street – 4329 to 4214 and 1 block off Duvall off Tombras
- Woodard Circle – 7 to 9 and 12 to 25 Woodard
- Swope – Woodward to 1508 and Woodward to Ringgold
- Marietta Street – from Mack Smith to Adair
- Garner Street – N Mack Smith to McDonald
- Intersection of Gleason and Donaldson
- Intersection of Gleason and S Seminole
- Laredo – 1304 to 1300 Laredo
- Tombras Avenue – Lazard to Greenbrier
- Clemens – 5507 to Barry
- State Line – Procter to 1960 State Line and outside lane to Castleberry and curve to Adair
- Jennings – State Line to Hilton
- Lazard – from McBrien to Tombras
- Bluebird Circle – 409 to 414, 429-441, 578-584, and 612 Bluebird
- Driving lane of Stanley Heights Baptist Church adjoining the Animal Shelter
- Roadway for Multi-Purpose Pavilion and Community Center (?)

Scott J. Miller

From: Jeffrey Sikes <jsikes@asaengineeringinc.com>
Sent: Friday, March 7, 2025 10:28 AM
To: Scott J. Miller
Cc: Amanda Bowers; Shane Fletcher; Michelle Sinigaglio
Subject: Bid Review and Recommendations - 2025 Street Improvements - March 4, 2025, 2:00PM
Attachments: DOC030725.pdf

CAUTION: This email originated from outside the organization and may contain unverified links. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning, all. I have reviewed the bids from both Talley and Caldwell on the subject project. Talley's bid came in at \$1,503,881.00 and Caldwell's bid (after adjusted due to math errors) came in at \$1,501,825.11 (see attached). Both packages were compliant with the bid instructions. As a result, we recommend the contract be awarded to Caldwell Paving.

Please note that the math error did not change the outcome.

Jeff A. Sikes

Executive Vice-President / Senior Projects Manager

Asa Engineering & Consulting, Inc.

Please Note our New Address

201 Cherokee Blvd., Suite 101
Chattanooga, TN 37405
O: 423.805.3700
C: 423.421.1420

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BID SCHEDULE

2025 STREET IMPROVEMENTS

CONTRACT NUMBER 24-0168

EAST RIDGE, TENNESSEE

DESCRIPTION

Furnishing all labor and material for 1.5" asphaltic concrete surface milling and overlay of several City streets to include: asphalt milling, asphaltic concrete surface, full depth pavement removal and replacement of isolated areas including pavement removal, mineral aggregate base, asphaltic concrete binder, asphaltic concrete surface, tack coat, sawcutting where required, limited pavement markings and any incidentals required to complete construction.

TOTAL BASE BID

One Million, Five Hundred One Thousand, Seven Hundred Ninety Dollars and

Sixty-Nine Cents

Total Base \$ 1,501,790.69

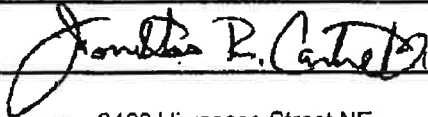
Note: Dollar amounts are to be shown in both words and figures. In case of discrepancy, dollar amounts shown in words will govern.

Contractor certifies that he has reviewed the plans and specifications, and that all items of work not specifically listed in the Bid Schedule are included in the prices for the various items listed on the Bid Schedule.

BIDDER: Caldwell Paving & Grading, LLC

DATE: 3-3-25

BY:



(Signature) **TITLE:** Owner/President

ADDRESS: 8466 Hiwassee Street NE

CITY: Charleston

STATE: TN

ZIP CODE: 37310

TELEPHONE NUMBER: 423-336-3841

**2025 STREET IMPROVEMENTS
CONTRACT NO. 24-0168**

Contractor shall familiarize himself with the project and be comfortable that the bid price provided is adequate to perform the proposed work based on the estimated quantities listed in the plans. The quantities listed in the plans are based on GIS information and not actual field surveys. Reimbursement for quantity overages will be paid at the appropriate contract unit price below (scale tickets required).

Work for each bid item shall include all work proposed in the plans, including mobilization, pavement markings and any incidentals required to complete the project. If the project is delayed, and starts after the fall of 2022, then TDOT Special Provision 109B Bituminous Material Index will be utilized.

690,858.45
 193,004
 569,638.16
 24,949.75
 ✓
 ✓
 ✓

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM TOTAL
1	Asphalt Surface, ACS MIX(PG64-22) GRADING E (1.5") per Detail 1, Sheet C0.1 including Tack Coat	SY	41493	\$16.65	\$690,828.55
2	Cold Planing Asphalt Surface As Directed (1.5" AVG) per Detail 1, Sheet C0.1	SY	5650	\$34.16	\$193,015.24
3	Full Depth Pavement Removal and Replacement per Details 2 or 3, Sheet C0.1	SY	4732	\$120.38	\$569,622.15
4	Overexcavation of Unsuitable Soils in the Subgrade and Replacement and Compaction with Mineral Aggregate Base (303-01)	CY	175	\$142.57	\$24,950.00
611-01.20	Adjustment of Existing Manholes	EA	21	\$751.75	\$15,786.75
716-05.01	Painted Pavement Markings (4" Line)	LM	0.5	\$2,376.00	\$1,188.00
716-05.05	Painted Pavement Markings (Stop Line)	LF	160	\$40.00	\$6,400.00

TOTAL BASE BID, CONTRACT 20-0081-22 \$1,501,790.69 *1,501,825.11*

Proposed start date: 14 days after executed contract

ALTERNATE ADD / DEDUCT

ALTERNATE PRICING FOR ITEMS NOT INCLUDED IN THE BASE BID

If the project is to start after the fall of 2022, then TDOT Special Provision 109B Bituminous Material Index will be utilized.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM TOTAL
303-01	Mineral Aggregate Base	Ton	52	\$95.00	\$4,940.00
307-01.01	Asphalt Conc. Mix (PG64-22) (BPMB-HM) GR A	Ton	65	\$256.00	\$16,640.00
307-01.06	Asphalt Binder, Asphaltic Conc. Mix (PG64-22) (BPMB-HM)GR B (3.5")	Ton	51	\$256.00	\$13,056.00
307-01.10	Asphalt Leveling, Asphaltic Conc. Mix (PG64-22) (BPMB-HM) GR C-W	Ton	300	\$274.00	\$82,200.00
411-01.11	Asphalt Surface, ACS MIX(PG64-22) GRADING E (1.5")	Ton	75	\$261.00	\$19,575.00
403-01	Tack Coat (TC)	Ton	1	\$1,400.00	\$1,400.00

RESOLUTION 3667

AGENDA MEMORANDUM
NORTH MACK SMITH ROAD WIDENING PROJECT
CHANGE ORDER #1
Adams Contracting, LLC

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The East Ridge City Council at their regular business meeting of December 14, 2025 awarded a contract to Adams Contracting, LLC for the North Mack Smith Road Widening Project in the amount of \$2,335,643.

In the spring of 2024 utility conflicts were discovered on this roadway project that would have prevented Adams Contracting from installing the proposed storm sewer pipe and/or drainage structures on the east side of North Mack Smith Road between Ringgold Road and the north end of the Budgetel property. Therefore, work was suspended on this project on April 23, 2024 by my office until the utility conflicts were resolved. As of this date all of the utility companies have successfully completed their work on North Mack Smith Road.

Since Adams Contracting suspended work on the project in April 2024 per the directive of the City, they are now requesting a change order to the original contract amount in the sum of \$28,845.36 to resume work on the roadway project. The change order comprises material escalators, additional demobilization and mobilization, additional surveying, and additional scheduling (copy attached hereto). Jeff Sikes, ASA Engineering, and I had a conference call with Jason Rogers, Operations Manager, on Friday morning, March 7, 2025 and we have concluded that the change order is warranted and it is in order.

Mr. Sikes and I were informed on the conference call that Adams Contracting will restart work on this roadway project on Monday, March 17, 2025. They will have 270 days to obtain substantial completion.

Attachments

JSM/

RESOLUTION NO. 3667

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, APPROVING
A CHANGE ORDER FOR THE NORTH MACK
SMITH ROAD WIDENING AND IMPROVEMENTS
PROJECT TO ADAMS CONTRACTING, LLC**

WHEREAS, the City Council at their December 14, 2023 regular business meeting awarded the bid for the North Mack Smith Road Widening and Improvements Project in the amount of \$2,335,643.00 to Adams Contracting, LLC; and

WHEREAS, due to the delay in the road project because of utility relocations, Adams Contracting, LLC is requesting a change order in the amount of \$28,845.36 to resume work on the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the change order for the North Mack Smith Road Widening and Improvements Project be approved to Adams Contracting, LLC in the amount of \$28,845.36.

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 _____ 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



To: Jeff A. Sikes, CPESC
Vice-president
Asa Engineering & Consulting, Inc.
714 Cherry Street
Chattanooga, TN 37402

From: Jason Rogers

Re: EAST RIDGE, TN: MACK SMITH ROAD WIDENING Project Remobilization

Jeff,

We have calculated the additional cost to extend the project and remobilize to the site after the utility relocations are complete. Adams will mobilize on or around March 15, 2025. The additional costs are as follows.

Material Escalators:	\$12,845.36 (See attached spreadsheet)
Additional Demobilization:	\$ 6,000.00
Additional Mobilization:	\$ 6,000.00
Additional Surveying:	\$ 3,000.00
Additional Scheduling:	\$ 1,000.00
Total Cost Increase:	\$28,845.36

I have attached a spreadsheet showing the material escalators and a revised schedule.

Jason Rogers
Operations Manager
Adams Contracting

Description	Quantity	Unit	Original Price	Escalated Price	Price Increase	Original Cost	Escalated Cost	Cost Increase	Sales Tax	Total Increase
MINERAL AGGREGATE, TYPE A BASE, GRADING D (INCLUDES DRAINAGE ITEMS)	4150.000	TON	\$ 27.65	\$ 29.03	\$ 1.38	\$ 114,747.50	\$ 120,484.88	\$ 5,737.38	\$ 559.39	\$ 6,296.77
BORROW MATERIAL	1350.000	TON	\$ 34.65	\$ 36.38	\$ 1.73	\$ 46,777.50	\$ 49,116.38	\$ 2,338.88	\$ 228.04	\$ 2,566.92
FLOWABLE FILL	110.000	C.Y.	\$ 145.00	\$ 152.00	\$ 7.00	\$ 15,950.00	\$ 16,720.00	\$ 770.00	\$ 75.08	\$ 845.08
Mineral Aggregate (Size 57)	300.000	TON	\$ 30.65	\$ 32.18	\$ 1.53	\$ 9,195.00	\$ 9,654.75	\$ 459.75	\$ 44.83	\$ 504.58
Mineral Aggregate (Size 68)	208.519	TON	\$ 30.65	\$ 32.18	\$ 1.53	\$ 6,391.09	\$ 6,710.65	\$ 319.55	\$ 31.16	\$ 350.71
Machined Rip-Rap (Class A-3)	20.000	TON	\$ 34.65	\$ 36.38	\$ 1.73	\$ 693.00	\$ 727.65	\$ 34.65	\$ 3.38	\$ 38.03
READY MIX CONCRETE	292.000	C.Y.	\$ 202.00	\$ 209.00	\$ 7.00	\$ 58,984.00	\$ 61,028.00	\$ 2,044.00	\$ 199.29	\$ 2,243.29

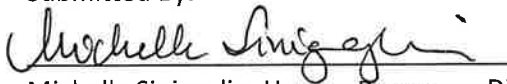
TOTAL

\$ 12,845.36

AGENDA MEMORANDUM
AMENDMENTS TO THE HR RULES AND REGULATIONS

March 27, 2025

Submitted By:



Michelle Sinigaglio, Human Resources Director

SUBJECT:

The City of East Ridge Human Resources Rules and Regulations must be updated from time to time as the needs of the City change. There are 5 amendments I would like to put through at this time.

- Section III, letter K – update and amend the City Travel policy
- Section VII, letter M – establish a policy specifying the rules of gift giving using City funds.
- Section VII, letter N – establish a policy outlining occasions when it is permissible to purchase food using City funds.
- Section XII, letter V – establish a policy defining the procedure for adding/maintaining a subscription or membership
- Section XII, letter W – establish a policy defining appropriate use of City Credit Cards

AMENDMENTS

Section III – COMPENSATION

Old:

K. TRAVEL REIMBURSEMENT

Employees of the City may at times be asked to, or authorized to, travel on City Business. It is the intent of the City to provide a reasonable and systematic means by which the cost of travel may be estimated for budget preparation and controlled for purpose of economy. For any travel expenses to receive reimbursement the appropriate request forms must be completed in advance of travel and must be pre-authorized by the City Manager. Often a travel advance may be given before the travel takes place in lieu of reimbursement after the fact. All approved travel per diem will be reimbursed in accordance with the Federal Travel Regulations Guide. For specific details see the Finance Director and/or the Travel Reimbursement policy of the City Finance Department.

New:

K. TRAVEL

The City of East Ridge wishes to encourage the continual learning, training, and intellectual growth of its staff. To do so requires some overnight stays in conjunction with certain educational opportunities. This policy establishes guidelines for when employee overnight travel is required and/or necessary based on distances and other relevant factors and further ensures that travel-related expenses are reasonable and align with City objectives.

An overnight stay will be considered necessary for business travel if the following conditions are met:

- a) Distance – if the travel destination is located more than 50 miles from City Hall.
- b) Exceptions may be granted by the City Manager due to extenuating circumstances, travel time, and meeting duration.

Employees must seek prior approval for overnight stays from their department head before booking accommodations. The approval should specify the distance, travel time, mode of travel, meeting duration, and meals provided to justify the need for the expenditure. Meals will be reimbursed in accordance with the current Meals and Incidental (M&I) rates published in the Federal Travel Regulations Guide. On arrival and departure dates, meals will be reimbursed at $\frac{3}{4}$ of the published rate. When meals are provided by the conference organizers the per diem amount for that day will be reduced. To qualify for M & I per diem, the traveler must remain in an official travel status for four hours or more. These amounts include tip and applicable taxes. This is a per diem allowance and does not need to be supported by receipts, provided the Travel Advance form is properly completed. Final approval is made by the City Manager.

The City will provide reasonable and cost-effective accommodation for employees who are required to stay overnight for business purposes. It is recognized that expenditures will vary by geographic location;

the City shall pay the prevailing single room rate per traveler at the place of lodging. Hotel accommodations [room, taxes, fees, and parking] will be made and charged to the City Credit Card.

Any personal expenses (such as entertainment or unauthorized purchases) incurred during an overnight stay are the sole responsibility of the employee. Additional costs incurred due to the traveler being accompanied by a spouse or other individuals not involved in City business are not reimbursable expenses. Such non-reimbursable expenses would include the additional expense of a double room, extra meal costs, etc.

This policy applies equally to elected officials and City Manager as well as employees.

ADDITIONS

Section VII – EMPLOYEE BENEFITS

E. GIVING OF GIFTS

This policy defines the parameters for employee gifts purchased with City funds in order to ensure transparency, fairness, and compliance with applicable laws. The City of East Ridge values the relationships we have with our employees, clients, and vendors. While we encourage goodwill and appreciation through thoughtful gestures, we want to ensure that all gift-giving practices are conducted in a professional and ethical manner.

Under no circumstances are City funds to be used to purchase or give gifts to employees, clients, and/or vendors. Only on rare occasions are gifts to be given to employees using City funds. Such occasions include:

Milestone awards – in accordance with Section VII, letter L Service Awards both money and pins are awarded to employees who have reached certain milestones in their tenure with the City.

Flowers – upon the death of an immediate family member, the City will send flowers to the employee's home or to the memorial service for the lost family member if those details are given to the City. Immediate family members are as defined in the City's bereavement leave policy Section V, letter O.

Coins & Pins – The Mayor, City Manager, Chief of Police and Fire, and other leadership personnel may give small tokens (pins, coins, and the like) to individual employees in acknowledgement of a superior job effort or when they are being recognized for going above and beyond the call of duty.

Retirement Appropriation – In honor of the years of service an individual has given to the City, a small gathering may be held in honor of their retirement. Such an event will have certain costs for food, décor and a gift of remembrance for that individual's time with the City. The amount which is to be allowed is pre-determined by the City Manager and part of the operating budget of that department.

All other requests are exceptions only to be made at the discretion of the City Manager.

N. PURCHASE OF FOOD

This policy establishes guidelines for the appropriate and responsible use of City funds to purchase food for staff, ensuring that such expenses are in alignment with the City's budgetary constraints and business objectives. City funds may be used to purchase food for staff, volunteers, and vendors under the follow circumstances:

Business Meetings or Events: Food purchases related to internal business meetings, team-building events, client presentations, or other City-related activities that require staff participation outside normal working hours or in special circumstances authorized by the City Manager.

Employee Appreciation: Occasional meals or snacks to recognize and appreciate employees, such as celebratory lunches, milestone events, or holiday gatherings upon approval of the City Manager.

Travel and Offsite Work: Food purchases for employees when traveling for business purposes, or for events held offsite that require food to be provided for the team.

Snacks within the departments: The City will purchase water, coffee (creamer, sweetener, etc.) and sports drinks (during hot summer months) for staff to consume.

All food-related expenditures must be pre-approved by the department head in conjunction with the City Manager. A clear budget should be established prior to any food purchase. Any purchases exceeding the pre-approved budget must be justified and require further approval from the City Manager.

Food purchases should be reasonable, appropriate, and reflective of the nature of the event or business purpose. Excessive or lavish spending is prohibited. The City encourages the use of local, affordable options whenever possible.

Receipts related to food purchases must be submitted to the finance department. The receipt should include details of each and every expenditure. The purchase of alcoholic beverages using City funds is prohibited.

Section XII – MISCELLANEOUS POLICIES

V. SUBSCRIPTIONS AND MEMBERSHIPS

The City maintains subscriptions and memberships necessary to conducting city business. These subscriptions and memberships are essential for the organization's operations, access to industry resources, and support for professional development. This policy ensures that all subscriptions and memberships are properly tracked, managed, and reviewed to ensure cost efficiency, compliance, and relevance to the organization's goals. This policy applies to all departments and teams within the City that maintain or subscribe to services, software, publications, professional associations, or membership that require an ongoing financial commitment or provide significant operational value.

The City finance department will maintain a centralized, up-to-date list of all active subscriptions and membership. This list must include, but is not limited to, the following information:

- Name of the subscription or membership

- Purpose or service provided
- Date of initiation
- Renewal or expiration date
- Cost and payment frequency
- Contact information for the service provider or association
- Account number or reference code

Department heads are responsible to update the finance department anytime there is a change or amendment to the subscription and membership list. The list of subscriptions and membership will be reviewed at least annually by the finance department during the annual budgetary process. Each subscription or membership must be evaluated based on its necessity, usage, alignment with organizational goals, and potential alternatives. The subscriptions and memberships are required to be strictly relevant to the employee's job description. All new subscriptions and membership must receive approval from the City Manager

All subscriptions and memberships must be included in the organization's annual budget and their costs must be tracked regularly to ensure adherence to the budget. The City's IT department will implement appropriate security protocols to safeguard access to subscription accounts.

W. USE OF CITY CREDIT CARDS

This policy provides guidelines for the appropriate use of the City credit cards by all employees during business related travel. The goal is to ensure that all expenses incurred while traveling on behalf of the City are legitimate, reasonable, and in compliance with the standards and objectives of the City.

City credit cards may be used for the following expenses during pre-approved business travel:

- a. Transportation – including airfare, rental car, or ride sharing services.
- b. Accommodations – hotel or lodging expenses for business-related stays including associated fees.
- c. Meals and Incidentals – Meals during travel that includes an overnight stay are included in pre-issued per-diem. For travel that does not include overnight stay only reasonable amounts, tips for service staff and meals are to be charged to city credit cards.
- d. Business-related supplies – any necessary supplies or materials required for conducting business presentations, or other similar purposes.
- e. Parking and toll fees – charges related to parking and tolls while traveling for business purposes.

Prohibited uses include:

Personal expenses such as movies, personal shopping, and social dining. Alcoholic beverages, expenses of family members or friends, personal phone calls or parking for non-business-related locations.

All travel arrangements should be pre-approved by the employees' department head, and the City Manager. Employees are required to adhere to the department's travel budget which includes limits on accommodation, transportation, and other expenses.

All receipts and documentation for City credit card charges must be submitted within 3 days of completing the trip. If no receipt is submitted justifying the expense the employee will be required to make full payment. City credit cards are in limited supply and therefore must be returned the day after completion of the travel. Employees are personally responsible for ensuring that charges made to the City credit card are in line with the City's policy. Any unauthorized charges will require reimbursement by the employee, and failure to comply with this policy could result in disciplinary action, including the revocation of City credit card privileges. The finance department reviews all credit card transactions to ensure compliance with this policy. Employees must cooperate with any audits or reviews conducted as part of this process.

RESOLUTION NO.

AGENDA MEMORANDUM

**Volkert, Inc.
Consultant Contract Amendment**

**PIN 131488.00
John Ross Road Resurfacing Project
Ringgold Road to Sunrise Terrace**

March 13, 2025

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of Consultant Contract Amendment for Volkert, Inc. on John Ross Road Resurfacing from Ringgold Road to Sunrise Terrace

City Administration requests approval from the Mayor and Council for a contract amendment with Volkert, Inc. related to the John Ross Road Resurfacing project (PIN 131488.00).

Volkert assisted the City of East Ridge in securing concurrence from TDOT to reject and rebid the project. The City received a single bid on January 30, 2025, which was deemed unbalanced and unresponsive due to mathematical errors in the bid items and total cost. Additionally, the bid failed to meet the project's six percent (6%) Disadvantaged Business Enterprise (DBE) goal, as no DBE information was submitted.

Following the bid opening and review process, the funds allocated for bidding assistance under Volkert's existing contract were exhausted. Volkert is requesting an additional \$5,000 to extend their contract for continued bidding assistance. This funding will support further bidding efforts, plan review, award notification, and pre-construction meetings.

The terms of the existing contract will remain unchanged. The original bidding assistance fee was \$5,575, and with the proposed supplement, the total bidding assistance fee will be \$10,575.

Once Volkert, Inc. receives concurrence from TDOT Local Programs, the City's Administration team will work alongside Volkert to create a schedule for the second round of bidding on this project. City Administration recommends approval of this contract amendment.

Volkert, Inc.
1428 Chestnut St, Suite 118
Chattanooga, TN 37402
(423) 648-7129
www.volkert.com



March 3, 2025

Cameron McAllister
Administrator of Economic & Community Development
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412

Re: Consultant Contract Amendment
Resurfacing John Ross Road from Ringgold Road to Sunrise Terrace
TDOT PIN #131488.00; State Project #33LPLM-F3-282; Fed Project #HIP-M-3576(10)
Hamilton County, TN

Dear Mr. McAllister:

After completion of the Bid Opening and Bid Review services provided by Volkert for the above referenced project, we have exhausted the funds available for the Bidding Assistance phase.

We received one bid for this project. After reviewing the bid and much discussion with the City of East Ridge and TDOT, the City decided to reject the bid. It was ultimately determined that the decision to reject and rebid was in the best interest of the City.

Volkert advised the City of East Ridge and assisted in the process of obtaining concurrence from TDOT on the decision to reject and rebid. When the original consultant contract was negotiated, it was anticipated the Bidding Assistance phase would involve one bid opening and review process in order to award the contract. Multiple bid openings with additional bid reviews was unforeseen.

The language of the contract will not change. We are requesting additional funds to the Bidding Assistance phase in the amount of **\$5,000.00** to provide for the additional effort involved with rebidding the project, reviewing the bids, awarding the contract, and pre-construction activities.

Original Bidding Assistance Fee = \$5,575.00
Additional Supplement = \$5,000.00
Total Bidding Assistance Fee with Supplement = **\$10,575.00**

A Century of Integrity in Infrastructure

We ask that Mayor Brian Williams please review the contract amendment request and sign this letter below on behalf of the City of East Ridge for acceptance of this contract amendment.

Sincerely,

Volkert, Inc.



Kenneth S. Holloway, PE
Senior Engineer

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: City of East Ridge

BY: _____

PRINT NAME: _____

TITLE: _____

DATE SIGNED: _____

CONSULTANT: Volkert, Inc.

BY: 

PRINT NAME: Gregory Cook, PE

TITLE: Vice President

DATE SIGNED: 3/4/2025

RESOLUTION NO.

AGENDA MEMORANDUM

**Approval of Bid
Local Parks & Recreation Fund Grant
East Ridge Community Center Renovation Project**

March 13, 2025

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of Bid for East Ridge Community Center Renovations

The City of East Ridge is accepting seal bids from general contractors until March 11, 2025, at 2:30pm for the renovations and expansion of East Ridge Community Center. The project will consist of improvements and expansion of the gymnasium to fit one full basketball court, kitchen renovation, multi-purpose room enhancements, and an exterior ADA path of travel and parking improvements at the front of the Community Center.

This project is funded by a Tennessee Department of Environment and Conservation (TDEC) Local Parks and Recreation Fund (LPRF) grant. The City reserves the right to reject any and/or all bids and to waive any formalities.



City of East Ridge

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

Notice to Contractors of Construction Bids

BIDS TO BE RECEIVED Tuesday, March 11, 2025

Sealed bids will be received by the City of East Ridge, Hamilton County, TN at their offices at East Ridge City Hall at 1517 Tombras Avenue, East Ridge, TN 37412, until 2:30 PM EST, Tuesday March 11, 2025, and opened publicly at 1517 Tombras Avenue, East Ridge, TN 37412 at that hour. The reading of the bids will begin at 2:30 PM EST. A mandatory Pre-Bid meeting will be held at 1517 Tombras Avenue, East Ridge, TN 37412 on Wednesday, February 19, 2025, at 2:30 PM EST.

PROJECT DESCRIPTION

This project will provide improvements at the existing East Ridge Community Center in East Ridge, Tennessee. The Community Center improvements consist of the expansion of the gymnasium to fit one full basketball court, kitchen renovation, multi-purpose room renovation, and exterior ADA path of travel and parking improvements at the front of the Community Center.

PROPOSAL CONTRACTS WILL BE ISSUED UNTIL THE TIME SET FOR OPENING BIDS

Contact Spencer Sanders at spencer.sanders@kimley-horn.com with questions and to request a proposal package. Proposal packages will be transmitted digitally. Questions must be received by email no later than 5:00 p.m. on March 6, 2025. Sealed proposals must be received by the City of East Ridge Recorder's Office (ATTN: Janet Middleton, City Recorder) at 1517 Tombras Avenue, East Ridge, TN 37412, at 2:30 PM EST, Tuesday March 11, 2025.

THE RIGHT TO REJECT ANY AND ALL BIDS IS RESERVED

This project is funded by a Tennessee Department of Environment and Conservation (TDEC) Local Parks and Recreation Fund (LPRF) grant. The City reserves the right to reject any and/or all bids and to waive any formalities.

Brian Williams
Mayor

David Tyler
Vice-Mayor

Jacky Cagle
Councilmember

Andrea Witt
Councilmember

Jeff Ezell
Councilmember

J. Scott Miller
City Manager

AGENDA MEMORANDUM
TENTATIVE
Charter Review Committee

March 27, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

At the last regular business meeting of the East Ridge City Council on February 27, 2025 Councilman Jeff Ezell brought forth a proposal to setup a Charter Review Committee. This item would be on the agenda for discussion purposes.

JSM/