

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

**February 9, 2023
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
- B. Milestone Award for January 2023
- C. Special Proclamation
4. Consent Agenda:
 - A. Approval of Minutes January 26, 2023 Council Meeting
 - B. Declaration of Surplus Property
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
 - A. **RESOLUTION NO. 3355** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE AN APPOINTMENT BY COUNCILMEMBER CAGLE TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD TO FILL THE UNEXPIRED TERM OF SUSAN THOMAS
 - B. **RESOLUTION NO. 3356** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH FAMILY CONCESSIONS, LLC FOR THE OPERATION OF FOOD AND REFRESHMENT CONCESSIONS FOR THE EAST RIDGE PARKS AND RECREATION DEPARTMENT
 - C. **RESOLUTION NO. 3357** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ENTER INTO A SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS + OUTDOORS
 - D. **RESOLUTION NO. 3358** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ACCEPTING A PROPOSAL FROM CHATTANOOGA DOCK BUILDERS FOR THE DESIGN AND CONSTRUCTION OF A BOARDWALK AND FISHING PIER AT CAMP JORDAN PARK

- E. **RESOLUTION NO. 3359** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A CONTRACT WITH HHM, CERTIFIED PUBLIC ACCOUNTANTS, FOR AUDITING SERVICES FOR FY 2022-2023 AS REQUIRED BY THE STATE OF TENNESSEE AND OTHER REGULATORY AGENCIES

- F. **RESOLUTION NO. 3360** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY THE RIVER CITY CORVETTE CLUB FOR A FUNDRAISER TO HELP BENEFIT THE EAST RIDGE NEEDY CHILD FUND AND THE CHATTANOOGA FOOD BANK

- G. **RESOLUTION NO. 3361** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF, THE LOCAL PARKS AND RECREATION FUND 2023 GRANT PROGRAM

- H. Discussion of Tentative Agenda Items for the **February 23, 2023** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
February 23, 2023**

8. **Old Business:** None

9. **New Business:**

- A. **RESOLUTION NO. ____** - Bids for Seal Coating the Splashpad (opens February 16, 2023)
- B. **RESOLUTION NO. ____** - RFP for Generator at City Hall (opens February 15, 2023)
- C. **RESOLUTION NO. ____** - Development Agreement with Kelley X-ray (if approved by IDB)
- D. **RESOLUTION NO. ____** - RFQ – Construction of Animal Shelter

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

**January 26, 2023
6:00 pm**

The East Ridge City Council met pursuant to notice on January 26, 2023, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Charles Cochran, East Ridge Church of Christ, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present: Mayor Williams, Vice Mayor Haynes, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, Interim City Manager Miller, City Attorney Litchford, and City Recorder Middleton.

Attendance: 13

Consent Agenda:

- A. Approval of Minutes January 12, 2023 Council Meeting
- B. Approval of December 2022 Financial Report
- C. Declaration of Surplus Property

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

Communication from Citizens: None

Communication from Councilmembers:

Councilmember Tyler stated he attended the Governor's inauguration the previous weekend.

Councilmember Witt stated she played bingo in the Library this week and asked the senior citizens to attend.

Vice Mayor Haynes and Councilmember Cagle had nothing at this time.

Mayor Williams announced the following:

- Library
 - January 31, February 7 and 14–10:30 to 11:00 am – Storytime
 - February 2, 9, 16, 23 - Senior Bingo
 - February 3 – Valentine Dinner (sold out but you can call to be added to a waiting list)

- Parks and Recreation
 - Registration for spring sports is underway. There will be a Clinic on February 25.
 - April 28 - Parks and Rec night for baseball/softball
 - June 13 – Softball night at the Lookouts
 - April 29 – Parks and Rec night at the Red Wolves game
 - Check the website for registration dates.

Communication from Interim City Manager:

- Leaf pick up – Crews are on west side north of Ringgold Road at Seminole and moving east. A second crew is on the south side moving east.
- Multi Modal Project – The south side is 70% complete. Once the south side is done, we will move to north side probably in April or May. Completion is scheduled for some time in October.
- Building permits were issued for a new hotel, Home2 Suites on Camp Jordan Parkway.
- Permits were also issued in the last two weeks for a stand-alone emergency facility in front of the new hotel.
- A Request for Qualifications for architects is due February 1st for the Animal Shelter.
- A Request for Proposals for the boardwalk/pier at Camp Jordan is due on February 2nd. Mr. Miller would like to have the project completed before the fishing rodeo in the spring. Tennessee American Water provided a grant in the amount of \$250,000 for this project.

Old Business:

ORDINANCE NO. 1179 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2023 OPERATING BUDGET, ORDINANCE NO. 1155, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading) - City Attorney Litchford read on caption. Interim City Manager Miller stated there was an increase in general government due to worker’s comp insurance, additional cost for the computer support network, additional costs for police vehicles, and a change order in capital projects for \$347,000. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Ordinance No. 1179 on second and final reading. Councilmember Tyler asked the City Manager if he was going to fill the IT position. Mr. Miller stated he is going to fill the position but will also utilize Litefoot Technology. The vote was unanimous. Motion approved.

PUBLIC HEARING FOR ORDINANCE NO. 1180 – Rezone property located at 1007 Spring Creek Road from R-1 to O-1. City Attorney Litchford read on caption. Mayor Williams opened the public hearing. Chief Building Official Howell stated this has been used as an office for years, and if approved, will remain an office and conform to legal use. No one came forward in favor of or in opposition to the rezoning. Mayor Williams closed the public hearing.

ORDINANCE NO. 1180 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1007 SPRING CREEK ROAD, TAX MAP #169C-C-009, FROM R-1 RESIDENTIAL DISTRICT TO O-1 OFFICE DISTRICT (2nd and final reading) – City Attorney Litchford read on caption. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1180 on second and final reading. The vote was unanimous. Motion approved.

ORDINANCE NO. 1181 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AMENDING ORDINANCE NO. 941 AS CODIFIED AT TITLE 10, ANIMAL CONTROL, OF THE EAST RIDGE CITY CODE (2nd and final reading) – City Attorney Litchford read on caption. Chief Uselton stated this amendment changes the verbiage from “euthanized or disposed of” to “transferred to.” Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Ordinance No. 1181 on second and final reading. The vote was unanimous. Motion approved.

New Business:

RESOLUTION NO. 3350 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF THE COMMUNITY CENTER BY THE CHATTANOOGA AUTISM CENTER – City Attorney Litchford read on caption. Director Skiles recommends waiving the fee. Vice Mayor Haynes made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3350. The vote was unanimous. Motion approved.

RESOLUTION NO. 3351 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE FUNDS FOR THE 50TH ANNIVERSARY CELEBRATION OF THE EAST RIDGE CITY LIBRARY – City Attorney Litchford read on caption. Head Librarian Patty Weaver stated the Library first opened in March 1973 so this will be the 50th anniversary. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3351. The vote was unanimous. Motion approved.

RESOLUTION NO. 3352 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #1 FROM TALLEY CONSTRUCTION, INC. IN REGARD TO THE RINGGOLD ROAD MULTI-MODAL PROJECT – City Attorney Litchford read on caption. Interim City Manager Miller stated this change order covers three items:

- Time extension request of 156 days. The contract completion time with the change order comes to 521 days. There is no monetary cost to this time extension.
- WWTA sewer main protection and additional items to avoid sewer main. The cost of the change order is \$13,315. When the job is complete, we will bill WWTA for the work that was done.

- The box culvert on the south side of Ringgold Road at Merrill Street deteriorated and it had to be reinforced and protected with steel and concrete. The cost of the change order is \$41,345.15.

Mr. Miller had Cory Hollingshead, ASA Construction Manager, come forward to discuss the change orders. Regarding the box culvert, he stated he received a notice from TDOT which stated their responsibility on the highway is curb to curb. He has reached out to TDOT regarding this but has not heard back. He stated that 75% - 80% of the work is in TDOT right-of-way.

Mr. Hollingshead stated that 110 days of the time extension is due to WWTA conflicts. Mr. Miller stated we will be closing down Moore Road on the south side of Ringgold Road on Monday, Tuesday, and Wednesday of next week to connect a drain. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3352. The vote was unanimous. Motion approved.

RESOLUTION NO. 3353 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH TRUE LIFE CENTER, LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO (if approved by IDB) – City Attorney Litchford read on caption. Mr. Litchford stated this was approved in the IDB meeting today, since there was no quorum for last week’s meeting. This agreement is for the True Life Center at 4101 Ringgold Road, the former Salvation Army building. The building contains a coffee shop, and also sells baked goods, and other merchandise. It is owned in part by Danny Lance who is a member of the IDB. Mr. Lance will not vote or deliberate on this issue. He has not had any contact with other IDB members regarding this agreement. Mr. Litchford is satisfied that there is no conflict. Mr. Lance has invested \$1 million into this business. The City recommended a 70% (developer)/30% (City) split. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Resolution No. 3353. The vote was unanimous. Motion approved.

RESOLUTION NO. 3354 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES FOR J. SCOTT MILLER TO BECOME CITY MANAGER OF THE CITY OF EAST RIDGE – City Attorney Litchford read on caption. Mr. Litchford stated that Mr. Miller is interested in becoming the City Manager for East Ridge. Mr. Litchford stated the term of the contract would be for one year. Compensation would be the same as he makes now, and there would be no life insurance, or car allowance. Mr. Miller is willing to accept the terms of the contract. Vice Mayor Haynes made a motion, seconded by Councilmember Witt, to approve Resolution No. 3354. The Mayor and Councilmembers thanked Mr. Miller for stepping into the City Manager position. Mr. Miller thanked the council for their confidence in him. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the **February 9, 2023** Council Meeting (see Attachment A)

- Milestone Award for January 2023
- New Business:
 - **RESOLUTION NO. ____ - Concession Contract** – Director Skiles explained some of the terms of the agreement. She stated that in the first six months of this fiscal year, we received \$24,083 from concession sales. Councilmember Cagle asked if we could amend the contract and renew it through 2027.
 - **RESOLUTION NO. ____ - Notice of Intent for LPRF Grant** – Development Administrator McAllister stated this grant would be for renovation of the gym at the Community Center. It is a \$2 million grant with a 50% match from the City. Mr. Miller stated the gym is not regulation size so we cannot have tournaments or competitive play. This would extend the gym approximately 24 feet. We could also use the grant for renovations to the kitchen at the center.
 - **IDB Appointment** – Councilmember Cagle – This is due to the resignation of Susan Thomas

Being no further business, the meeting was adjourned.

AGENDA MEMORANDUM

Surplus Items

February 9, 2023

Submitted By:



Mike Williams, Fire Chief

Subject:

Surplus Items such as old turnout gear.

The Fire Department would ask that the Mayor and Council declare the attached list of items to be Surplus. These sets of turnout gear are beyond service life and do not provide protection to our firefighters.

RESOLUTION NO. 3355

**AGENDA MEMORANDUM
IDB APPOINTMENT BY
COUNCILMEMBER CAGLE
February 9, 2023**

Submitted by:


Janet Middleton, City Recorder

SUBJECT:

Susan Thomas retired from the Industrial Development Board, leaving a vacancy on the Board for an unexpired term. This is Councilmember Cagle's appointment, and the new term will be February 9, 2023 - June 11, 2024.

RESOLUTION NO. 3355

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE AN APPOINTMENT BY COUNCILMEMBER CAGLE TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD TO FILL THE UNEXPIRED TERM OF SUSAN THOMAS

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 then Mayor and City Commission for the City of East Ridge on November 8, 1979; 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, due to the resignation of Susan Thomas, there is a vacancy on the IDB for an unexpired term.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby approves the appointment of _____ by Councilmember Cagle, as a Director to the IDB to fill the unexpired term of Susan Thomas effective February 9, 2023 – June 11, 2024.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3356

AGENDA MEMORANDUM
CAMP JORDAN CONCESSIONS AGREEMENT
FAMILY CONCESSIONS

February 6, 2023

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department at the direction of East Ridge City Council would like to renew Randy Carpenter, FC, LLC contract until 2027 with the following update to the current contract.

Scope of Services. Subject to the terms and conditions set forth herein, East Ridge hereby engages and retains FC, LLC to be the exclusive provider of food, beer (not spirits, liquor or wine), beverages, and refreshment concessions (collectively “Concession Services”) at the following locations: Camp Jordan Arena (1 concession), the East Ridge Community Center (1 concession) and Camp Jordan Park (5 concessions). FC, LLC will provide concessions at all East Ridge athletic events, as well as any special events when and where permitted, which are sponsored by East Ridge on property owned or otherwise controlled by East Ridge.

Term Subject to the terms of this Agreement, the Term of this Renewal Concessions Agreement shall expire on the 30th day of June 2027. The City of East Ridge will have the option to renew the contract for one (1) additional year after the fourth (4th) year. This Agreement shall not automatically renew.

First Right of Refusal. FC, LLC is granted a first right of refusal to provide beer sales for all non-City sponsored events at the locations identified herein. Additionally, FC, LLC is authorized to delegate the sale of beer to a third party vendor provided such third party vendor applies for and receives a temporary special events permit under Title 8 of the East Ridge City Code. Any delegated third party vendor shall be obligated to compensate the City in the same manner as provided in Paragraph 3 of this Renewal Concessions Agreement.

Please see attached updated contract from City Attorney Litchford.

SS

RESOLUTION NO. 3356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH FAMILY CONCESSIONS, LLC FOR THE OPERATION OF FOOD AND REFRESHMENT CONCESSIONS FOR THE EAST RIDGE PARKS AND RECREATION DEPARTMENT

WHEREAS, the City of East Ridge (“City”) approved an agreement with Family Concessions, LLC (“FC, LLC”) in 2020 for the operation of food and refreshment concessions for the Parks and Recreation Department at Camp Jordan and the Community Center.

WHEREAS, the City and FC, LLC both wish to renew the agreement for a term to expire on June 30, 2027, with the City having the option to renew the contract for one (1) additional year after the fourth (4th) year; and

WHEREAS, as well as food and refreshments, beer is also included in the items that may be sold, but only at special events and with a temporary special event permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the Mayor, or his designee, is authorized to enter into a renewal agreement with FC, LLC for operation of food and refreshment concessions for the East Ridge Parks and Recreation Department which provides for an amount to be returned to the City of 25% of gross receipts, after calculation of required Tennessee state sales taxes.

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 _____, 2023

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

CONCESSIONS RENEWAL AGREEMENT

This Concessions Renewal Agreement entered into this ___ day of _____, 2023 by and between Randy Carpenter d/b/a Family Concessions, LLC (“FC, LLC”) and the City of East Ridge, Tennessee (“East Ridge” or “City”, and together with FC, LLC, the “Parties”).

WITNESSETH:

WHEREAS, East Ridge and FC, LLC are parties to that original Concessions Agreement dated _____; and

WHEREAS, the Parties desire to renew the Concessions Agreement for an additional three (3) year term rather than the one (1) year term as provided in said Agreement; and

WHEREAS, the Parties desire to enter into this Renewal Concessions Agreement for the purpose of establishing the rights, obligations, and duties between them for the purpose of providing food and refreshment concessions for East Ridge’s Parks and Recreation Department; and

NOW, THEREFORE, the parties hereto, East Ridge and FC, LLC, in consideration of the mutual promises set forth in this agreement, do hereby agree as follows:

1. **Scope of Services**. Subject to the terms and conditions set forth herein, East Ridge hereby engages and retains FC, LLC to be the exclusive provider of food, beer (not spirits, liquor or wine), beverages, and refreshment concessions (collectively “Concession Services”) at the following locations: Camp Jordan Arena (1 concession), the East Ridge Community Center (1 concession) and Camp Jordan Park (5 concessions). FC, LLC will provide concessions at all East Ridge athletic events, as well as any special events when and where permitted, which are sponsored by East Ridge on property owned or otherwise controlled by East Ridge.

(a) **City Sponsored Events**. Notwithstanding the aforestated paragraph, the City reserves the right to contract with additional third-party vendors to provide additional Concession Services for events sponsored and/or hosted by the City on property owned or otherwise controlled by East Ridge.

(b) **First Right of Refusal**. FC, LLC is granted a first right of refusal to provide beer sales for all non-City sponsored events at the locations identified herein. Additionally, FC, LLC is authorized to delegate the sale of beer to a third party vendor provided such third party vendor applies for and receives a temporary special events permit under Title 8 of the East Ridge City Code. Any delegated third party vendor shall be obligated to compensate the City in the same manner as provided in Paragraph 3 of this Renewal Concessions Agreement.

2. **Term**. Subject to the terms of this Agreement, the Term of this Renewal Concessions Agreement shall expire on the 30th day of June 2027. The City of East Ridge will have the option to renew the contract for one (1) additional year after the fourth (4th) year. This Agreement shall not automatically renew.

3. **Compensation.** FC, LLC will pay East Ridge twenty-five percent (25%) of gross receipts, after calculation of required Tennessee state sales taxes. Payment will be made by FC, LLC no later than the 10th day of each month. The first payment will be due on the 10th day of the following month after the commencement of this Agreement, and on the 10th day of each month thereafter.

4. **Transparency.** FC, LLC agrees to operate concessions using a Point of Sale (POS) register for all cash, check and credit card transactions. FC, LLC will provide a POS login to East Ridge Parks and Recreation Director to view real time concession transactions. East Ridge will provide WiFi or internet capabilities to each concession building. Furthermore, during the term of this Agreement, FC, LLC will provide a monthly account of all event revenues, inventory and all expenses incurred in such form as reasonably requested by East Ridge, on or before the 10th day of each month.

5. **Insurance.** Prior to the beginning of the term of this Agreement, FC, LLC will provide proof of comprehensive liability insurance, with combined single limits of not less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate insurance, from a company reasonably acceptable to East Ridge. East Ridge shall be named as an additional insured, and a copy of the endorsement naming East Ridge as an additional insured shall be attached to the Certificate of Insurance. Additionally, FC, LLC acknowledges that while the City provides security for Camp Jordan, FC, LLC is solely responsible for security of its own equipment, furnishings, inventory, and other personal property located at Camp Jordan and, thus, it is FC, LLC's responsibility to secure its own insurance to cover against any and all property loss FC, LLC sustains as a result of fire, theft, burglary, flooding, or any other such event. FC, LLC acknowledges that the City may have secured its own insurance to cover against losses in Camp Jordan and FC, LLC releases any claim it may have as to such insurance proceeds procured by the City.

6. **Contract Addendum for Other Food Vendors** – FC, LLC and East Ridge agree that certain events may include other food vendors in addition to FC, LLC. In such case, East Ridge, FC, LLC and the event promoter shall sign a separate addendum to this Agreement. These events include, but are not limited to, the following:

- a. Bug-a-Palüza Volkswagen Festival
- b. CSTHEA Home School Curriculum Fair

7. **Equipment.** FC, LLC must install and maintain all necessary equipment to operate the concessions identified in this agreement, and to meet all state and local health and safety codes. All supplies needed to support food and beverage operations are the sole responsibility of the concessionaire, including but not limited to foodstuffs, utensils, employee uniforms, aprons, and caps. FC, LLC agrees to purchase essential concession stand equipment within the first thirty (30) days of the agreement taking effect. Essential concession items, while not an all-inclusive list may be identified as:

- a. Commercial Flat Top Grill
- b. Commercial Deep Fryers
- c. Commercial Refrigeration and Freezer Units
- d. Commercial Popcorn, Pretzel, Hotdog Warmers and Heat Lamps
- e. Commercial Nacho Cheese Dispensers
- f. Commercial Pizza Ovens
- g. Commercial Coffee, Hot Chocolate, Tea Brewers
- h. Commercial Stainless-Steel Food Prep Tables
- i. Adequate Shelving Units for Storage

8. **Applicable Laws.** FC, LLC agrees to abide by all East Ridge ordinances, park and recreation rules, and business licensing, in addition to all applicable State and Federal laws, rules and regulations and other requirements that are applicable to FC, LLC.

9. **Vendor Agreements.** FC, LLC recognizes that East Ridge has a sponsorship contract agreement with Chattanooga Coca-Cola Bottling Company (Coke) through December 31, 2031 which gives Coke exclusive pouring rights for all bottled waters, carbonated soft drinks and non-carbonated sports drinks. East Ridge and FC, LLC agree (per the Coke contract) to buy complete requirements of beverages for the property directly from Coke and from no other retailer without express written permission. East Ridge may terminate this Agreement immediately if a violation occurs under this provision.

10. **Operating Hours and Season.** Hours of operation may vary based upon seasons, weather, scheduled activities, and business operation. The concession facility will be open during prime use times of the park to serve the general public; however, minimum hours of operation shall be thirty (30) minutes from the beginning of a scheduled activity until fifteen (15) minutes from the conclusion of the scheduled activity. Scheduled activities consist of City sponsored activities and special events, league games, tournaments and trade shows. FC, LLC may contract with outside food and drink vendors such as food trucks for special events and activities; however, the agreed upon commission structure still applies. Parks and Recreation staff shall provide schedules for leagues, tournaments, rentals and special events to FC, LLC as soon as they are made available.

11. **Menu Items and Inventory.** FC, LLC agrees to serve quality food and drinks to citizens. Menu items, while not all inclusive, shall include at a minimum hot dogs, hamburgers, nachos, pizza, BBQ, and chicken sandwiches and popcorn. Snack foods such as chocolates and candies, chips, peanuts, crackers, pickles, sunflower seeds and frozen treats must also be offered for sale. Beverages should include at a minimum soda, tea, coffee, sport drinks, and bottled water. All menu items and prices must be submitted to the City for approval prior to any product sales. No concession item may be sold past the expiration date. FC, LLC shall be responsible for maintaining sufficient inventory of the products to meet anticipated demand for the products.

12. **Mobile Food Ordering App.** FC, LLC is encouraged to offer mobile food ordering within the park via smartphone Apps to capture additional sales and provide convenience of food / beverage delivery to visitors. The agreed upon commission structure still applies to all sales using this technology.

13. **General Appearance/Cleanliness/Maintenance.** FC, LLC shall be responsible for keeping the concession stand in a neat, clean, and sanitary condition at all times and shall assure that all facilities and equipment are used and/or maintained in appropriate manner consistent with industry standards and compliant with the Hamilton County Health Department or any other applicable entities or regulations. Ongoing regular care of all floor service areas shall be the responsibility of FC, LLC. FC, LLC shall be responsible for keeping the surrounding general areas of the concession stand neat, clean, orderly, and free of trash, including bussing of tables provided for concession patrons located in or near the concession building. Further, FC, LLC shall be responsible for maintaining a high standard of service, hygiene, cleanliness and sanitation in each of the concession locations. East Ridge personnel have the right to inspect all concession locations and to close down operations they deem unsanitary or in violation of basic food handling requirements.

14. **Place and Condition of Work** – East Ridge will provide FC, LLC access to the sites where FC, LLC is to perform the services as required under this Agreement. FC, LLC acknowledges that it has satisfied itself as to the nature of the City’s service requirements, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect the performance of FC, LLC’s obligations under this Agreement. Further, FC, LLC hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual concession sites or service conditions differ from expected conditions. East Ridge will provide adequate receptacles for trash and FC, LLC will ensure that receptacles do not become overfilled during hours of operation. FC, LLC will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Mops, brooms, and other janitorial supplies necessary to clean the concession stand are the responsibility of FC, LLC. East Ridge shall provide daily cleaning of restrooms and will provide restroom supplies (toilet paper, hand soap, etc.). FC, LLC shall notify East Ridge park staff if they observe the need for additional maintenance needs for restrooms. East Ridge agrees to provide pest control for the all concession stands. FC, LLC is responsible for any damage to East Ridge and may terminate the agreement if repeated negative hygiene, sanitation or damage occurs to City property.

15. **Stop Work Notice** – East Ridge may issue an immediate stop work notice in the event FC, LLC is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, FC, LLC will cease all work until notified by the City that the violation or unsafe condition has been corrected. FC, LLC shall be liable for all costs incurred by the City as a result of the issuance of such stop work notice.

16. **Termination** – The City, at its discretion, may terminate this Agreement prior to the expiration of the Term by giving thirty (30) days’ advance written notice to FC, LLC.

17. **Governing Law**. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

18. **Employee Requirements** – All employees of FC, LLC will be required to submit to annual background checks. FC, LLC will be responsible for hiring and supervising the necessary personnel to operate the concession stand and will comply with all federal, state and local laws related to minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and worker’s compensation. FC, LLC personnel shall wear a uniform with a logo.

19. **Certifications and Permits**. FC, LLC shall operate the concession stand in compliance with all local, state, and federal laws and all ordinances and other governmental permits, rules, and regulations, including all Tennessee Department of Health rules, codes, and regulations. FC, LLC shall obtain all permits, certifications, and inspections required to operate the concession stand and to sell food and drinks.

20. **Indemnity** – FC, LLC shall defend (at the option of the City), indemnify, and hold the City and each of the City’s officers, employees, elected officials and agents harmless from and against any and all claims, demands, suits, causes of action, judgments and liability of any type, including all reasonable costs and expenses of litigation, mediation or other alternative dispute resolution mechanism, including attorney and other professional fees resulting from all damage to or loss of property to any person, death, bodily injury, illness, disease, that arise from the fault, negligence, defective, misconduct or breach of any legally imposed strict liability standard of FC,

LLC or FC, LLC’s agents, employees or subcontractors in the performance of FC, LLC’s obligations under this Agreement.

21. **Right of Refusal of Employees** – East Ridge reserves the option of refusing the services of any employee of FC, LLC.

22. **Entire Agreement**. This document represents the entire agreement between the parties, and any modification or amendment thereto shall be in writing and signed by all parties hereto.

23. **Time of Essence**. Time is of the essence in the performance of the terms of this Agreement.

24. **Severability**. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

25. **Nondiscrimination**. FC, LLC 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 Renewal Concessions Agreement or in the employment practices of the FC, LLC 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. FC, LLC shall, upon request show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

In Witness Whereof, this Agreement is executed as of the _____ day of _____, 2023.

City of East Ridge, Tennessee

Family Concessions, LLC

By: _____
Brian Williams, Mayor


By: _____
Randy Carpenter, Owner

By: _____
J. Scott Miller, City Manager

AGENDA MEMORANDUM
ACADEMY SPORT + OUTDOORS

February 9, 2023

Submitted By:


Shawnna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department wants to enter into a contract with Academy Sports + Outdoors for the calendar year Feb. 2, 2023-Feb. 1, 2024 for our annual sponsorship they have with the Park. Below are some highlights of the sponsorship summary and rider.

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

- \$2,000 payable pursuant to attached Sponsorship Rider
- \$250 Academy Gift Card
- Ten (10) Dozen of Academy Baseballs
- Five (5) 6 pack of Academy Softballs
- Ten (10) Academy Soccer Balls
- Payment to SportsEngine, on behalf of Recipient, of the fees for the Starter Level Web Site Design package, in accordance with Academy's contract with SportsEngine, which includes the following:
 - Sitebuilder website content management system ○ Starter Level Mobile Responsive design template
 - Access to the SportsEngine registration system (transaction fees the responsibility of the league);
 - Functionality includes, hosted web site, team pages, content management

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

SS

RESOLUTION NO. 3357

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

WIHEREAS, the City of East Ridge wishes to enter into a sponsorship agreement with Academy Sports + Outdoors (“Academy;”) and

WHEREAS, Academy will provide funds, sporting equipment, and other benefits to the City of East Ridge in exchange for the City installing banners at Camp Jordan, distributing marketing materials at the park, and promoting Academy events on the City’s website and social media.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor or his designee is authorized to enter into a sponsorship agreement with Academy, which will provide the benefits as outlined in the attached agreement.

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

Adopted on the _____ day of _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

This Sponsorship Summary ("**Summary**"), naming Academy Ltd. d/b/a Academy Sports + Outdoors ("**Academy**") as a Sponsor of the East Ridge Parks and Recreation ("**Recipient**"), is governed by that certain Sponsorship Rider ("**Rider**") between Academy and Recipient effective as of 2/2/2023 ("**Effective Date**").

The term of this Summary is for the period of time from the Effective Date until 2/1/2024 (the "**Term**"), unless earlier terminated in accordance with the provisions of the Rider. Academy shall have the right to extend this Agreement ("**Agreement**" as defined in the attached Rider) for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the then current term.

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

- Recipient shall place Academy banners on each of the Recipient's fields
- Recipient shall distribute Academy marketing materials when and where applicable. The content to be mutually agreed upon by the Parties.
- Recipient shall schedule a minimum of two (2) league night shopping events. Recipient must provide Academy with at least four (4) weeks advance notice for league night event requests and league night dates are subject to Academy's agreement. Recipient must promote league nights on Recipient's website, social media channels, and any other means applicable to ensure turnout.
- Category exclusive online advertising on the team web site, including:
 - One (1) masthead banner ad
 - One (1) 350 x 250 top right home page ad
 - Recipient agrees to send out an Academy approved e-mail message to all league participants monthly
- Recipient shall provide proof of performance to include number of participants and pictures of banners on Recipient's fields.

2. Academy will provide the following to Recipient:

- \$2,000 payable pursuant to attached Sponsorship Rider
- \$250 Academy Gift Card
- Ten (10) Dozen of Academy Baseballs
- Five (5) 6 pack of Academy Softballs
- Ten (10) Academy Soccer Balls
- Payment to SportsEngine, on behalf of Recipient, of the fees for the Starter Level Web Site Design package, in accordance with Academy's contract with SportsEngine, which includes the following:
 - Sitebuilder website content management system
 - Starter Level Mobile Responsive design template
 - Access to the SportsEngine registration system (transaction fees the responsibility of the league);
 - Functionality includes, hosted web site, team pages, content management

3. Invoicing:

Recipient shall submit its invoice(s) and W9 for payment processing via email to:

Cody.Reid@Academy.com

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

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

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within ninety (90) days after Academy's receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.
2. **INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker's compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney's fees and court costs, arising out of or related to this Agreement, statement of work, or any event or activity sponsored or promoted by Academy under this Agreement. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.**

3.1 Each Party warrants, represents, and guarantees to the other that:

- a. The Party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
- b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, "**Laws**") at all times during the Term of this Agreement; and
- c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.

3.2 Recipient warrants, represents, and guarantees to Academy that:

- a. Recipient shall, at all times during the term of this Agreement, comply with the provisions of Academy's Vendor Code of Conduct located at <http://vendor.academy.com>.

4. **TERMINATION.** This Agreement may be terminated: (A) for a Party's breach of this Agreement which remains uncured thirty (30) days after receipt of written notice; (B) by Academy for any reason upon thirty (30) days' written notice to Recipient; (C) for a Party's insolvency or bankruptcy not discharged within sixty (60) days following any filing thereof.
5. **FORCE MAJEURE.** In the event of unforeseen circumstances affecting the ability of the Parties to fulfill this Agreement which are not the result of a Party's fault or negligence, the Parties shall, within a commercially reasonable time, enter into good faith discussions regarding adjustments and/or amendments to this Agreement. If the Parties do not agree, this Agreement shall terminate, and Recipient shall provide to Academy a refund equal to the value of sponsorship benefits Academy has prepaid but not received.
6. **MARKS.** Each Party grants to the other a limited, non-assignable, non-sublicensable, royalty free, non-exclusive license for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively "**Marks**") for the duration of the Term and only as set forth in the Summary. Each Party's use of the Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party's Marks without prior written consent. Each Party agrees that nothing in this Agreement shall give one Party any right, title or interest in the other Party's Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party's Marks.
7. **INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS OWNERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS (EACH A "CLAIM"), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS AGREEMENT; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS AGREEMENT; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS AGREEMENT, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS AGREEMENT.**
8. **LIMITATIONS AND WAIVERS.**
- 7.1 **DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- 7.2 **LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE**

LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.

9. **ACKNOWLEDGEMENT.** The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient events or Recipient premises other than that which is specifically provided for in the Agreement. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and/or Recipient premises.
10. **ASSIGNMENT.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.
11. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals of any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Agreement. This Agreement may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Agreement.
12. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.
13. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Agreement including assets and compensation and other Academy proprietary business information. During and after the Term of this Agreement, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.
14. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF TEXAS GOVERN THIS AGREEMENT AND ANY DISPUTES RELATED TO THIS AGREEMENT WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS AGREEMENT, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HARRIS COUNTY, TEXAS.

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

ACADEMY:

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

RECIPIENT:

East Ridge Parks and Recreation

By: _____ By: _____

_____ Name:

_____ Title:
Name:

Title:

AGENDA MEMORANDUM
CAMP JORDAN BOARDWALK-FISHING
PIER

February 9, 2023

Submitted By:



Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department accepted proposals to design-build a boardwalk and fishing pier, located at Camp Jordan Park in the City of East Ridge.

We received one bid from Chattanooga Dock Builders. The design build specifications were sent out to 3 companies we had met with prior to seek price quotes for the project. We opened the one proposal sent in and read aloud at 2:00 pm on Thursday February 2, 2023. At this time East Ridge Parks and Rec recommends we move forward with the bid received. In the proposal we have a 120 day turn around for the project so that it would be ready for the Optimist Club Fishing Derby. At this time we seek council approval to start the negotiation of a contract with Chattanooga Dock Builders.

SS

RESOLUTION NO. 3358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ACCEPTING A PROPOSAL FROM CHATTANOOGA DOCK BUILDERS FOR THE DESIGN AND CONSTRUCTION OF A BOARDWALK AND FISHING PIER AT CAMP JORDAN PARK

WHEREAS, the City of East Ridge advertised for proposals from qualified Contractors for the design and construction of a boardwalk and fishing pier at Camp Jordan Park; and

WHEREAS, proposals were received and publicly opened on February 2, 2023 at 2:00 pm EST at East Ridge City Hall; and

WHEREAS, City staff has maintained a file with all proposals received and,

WHEREAS, after conducting a public opening and after reviewing the proposal documents, City staff recommends the proposal from Chattanooga Dock Builders be accepted in the amount of \$162,822.33.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the proposal from Chattanooga Dock Builders be accepted in the amount of \$162,822.33.

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 Chattanooga Dock Builders, subject to approval of the City Attorney, in the amount stated herein.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



Date: 02/06/2023

To: Scott Miller
City Manager, City of East Ridge

From: Brandie C. Cookston, PE, PMP
Asa Engineering and Consulting, Inc.

Re: Asa Engineering and Consulting Review of REQUEST FOR
PROPOSALS DESIGN-BUILD PROJECT CAMP JORDAN
BOARDWALK AND FISHING PIER

The single bid, Chattanooga Dock Builders, received for this RFP was reviewed in detail by Asa Engineering and Consulting. The proposal provided is responsive to RFP requirements, in general, and the proposed contractor Chattanooga Dock Builders appears to meet the qualifications outlined in the RFP.

The following detailed items were noted in the review of the proposal provided by Chattanooga Dock Builders:

1. Bid price on page 11 states \$163,822.33 verses \$150,054.01 (page 12 #4)
2. Warranty excludes work performed below waterline (Pg 14 #1)
3. Additional cost for pile driving if refusal is not encountered- (Pg 15 #29)
4. No construction schedule provided (construction draw schedule only, no timeframe for completion of services)

Should the city move forward with this contract, it is recommended that these items be clarified with the contractor through the contract negotiation process.



PO Box 139 • Lookout Mountain, TN 37350 • Phone: 423-752-0708

City of East Ridge Attn: Janet Middleton, City Recorder
1517 Tombras Drive
East Ridge, TN 37412

Job Address:
323 Camp Jordan Pkwy
East Ridge, TN 37412

Print Date: 1-31-2023

Proposal for Camp Jordan Boardwalk & Fishing Pier

Exhibit B "scope & specifications"

Items	Description	Qty/Unit	Unit Price	Price
20.0 TVA PERMIT	BUILDING PERMIT - City of East Ridge Building Permit	1 LS	\$641.00	\$641.00
20.0 Dock Overhead	ENGINEERING - Provide shop drawings signed and sealed by a Tennessee Professional Engineer for City approval.	1 LS	\$5,750.00	\$5,750.00
20.0 Dock Overhead	OVERHEAD LABOR - Project manager	30 man hrs	\$95.00	\$2,850.00
20.1 L Framing (Labor)	MOBILIZATION & TRAVEL LABOR - labor for mobilizing material & equipment and travel time for crew between shop and jobsite.	60 Man hrs	\$95.00	\$5,700.00
20.0 portable toilet	JOBSITE TOILET	1 month	\$82.50	\$82.50
20.14 Dock equipment rental	EQUIPMENT RENTAL 185 CFM/ diesel compressor rental	1 LS	\$770.00	\$770.00
20.1 L Framing (Labor)	DECK FRAMING LABOR - prefab deck frames in shop - Set frames and drive posts to refusal with vibratory driver - Bolt frames and install underwater cross bracing	392 man hrs	\$95.00	\$37,240.00
20.1 M Dock Framing (material)	DECK FRAMING MATERIAL (Weardeck) - 4.75" OD x 1/2" wall fiberglass rosin pilings by fortress. - 2x10 WearDeck girders /color: TBD - 2x10 WearDeck joist/color: TBD Install joists with stainless steel joist hangers/fasten with stainless hanger nails - 5/8" x10" 18-8 Stainless carriage bolts at girder to post connections.	1,400 SF	\$40.28	\$56,397.60

	- 2x4 WearDeck /color: TBD underwater cross bracing in strategic locations as needed. fasten with 3/8"x7" 304 stainless U-bolts			
20.5 L Dock decking (Labor)	DECKING LABOR - Install WearDeck decking	140 man hrs	\$95.00	\$13,300.00
20.5 M Dock decking (material)	DECKING MATERIAL - 5.4"x8" WearDeck HDPE fiberglass reinforced decking - Color: TBD - Camo edge screw/ STAINLESS STEEL includes 8% waste factor	1,512 SF	\$13.53	\$20,452.82
20.11 M Dock railing (material)	RAILING MATERIAL - 2x6x20' weardeck (54 ea.) color: TBD	1,080 LF	\$7.72	\$8,339.76
20.11 M Dock railing (material)	RAILING MATERIAL 2x4x20' weardeck (20 ea.) color: TBD	400 LF	\$5.86	\$2,343.60
20.11 M Dock railing (material)	RAILING MATERIAL - 3/8"x8.5" 18-8 stainless carriage bolt (100 ea.) - 3/8"x7" 18-8 stainless carriage bolt (20 ea.) - 3/8" 18-8 stainless flat washer (120 ea.) - 3/8" 18-8 stainless nut (120 ea.)	1 LS	\$1,840.00	\$1,840.00
20.11 L Dock Railing (Labor)	RAILING LABOR - fabricate and install weardeck composite railings	128 man hrs	\$50.00	\$6,400.00
20.15 M Special (material)	ADA TRANSITION PLATE 6' Heavy Duty Transition Plate SKU: D1TPHD6 6'x24" Heavy Duty Transition Plate, For Hinge Gap Or Dock To Ramp Transition	1 ea.	\$765.05	\$765.05
20.15 L Special (Labor)	EXCAVATION & CURB LABOR - cut curb where boardwalk transitions to parking lot as needed - minor hand excavation (less than 50 cu ft) under first 6'x10' boardwalk section so deck surface is lower to ground and ADA transition is able to be met with the 24"x6' transition plate.	10	\$95.00	\$950.00

Total Price: \$163,822.33

The builder and the owners agree as set forth below:

- 1. Contract Document** This contract and the other documents specifically listed below, which are incorporated herein by this reference, and any approved change orders, constitute the "contract documents," all of which form the entire agreement between the parties as to the project. (Copies of the contract exhibits are attached to this contract as Exhibits A-1, B, C.) The terms of this agreement shall prevail over any conflicting provisions in the other contract documents. If a conflict exists between the drawings and the specifications, the specifications shall govern.
- 2. The Work** Unless otherwise specifically noted, Chattanooga Dock Builders (Hereinafter referred to as "Builder") shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the project. The work shall be done substantially in

conformance with the plans and specifications that have been initialed or signed by each party. The Builder agrees, at its own cost, to comply with all federal, state and local laws, codes, ordinances, and regulations applicable to the construction of the project. Preliminary drawings and specifications are attached to this contract and incorporated into it as Exhibits A-1 and B. The City of East Ridge (Hereinafter referred to as "Owner") acknowledges and agrees that construction drawings will be prepared and/or approved by the following Design Professional: Edge Engineering, INC. Gillette, William G. Jr. PE, TN License #23260. Upon completion, the Construction drawings will be incorporated into the agreement as Exhibit A-2. The Builder shall not be responsible for the following work: hauling excavation and existing debris from the property (with the exception of any such work explicitly provided for in this contract); off-site utility trenches and extra work caused by the presence of concealed conditions as set forth in paragraph 14.

3. **Financing** This contract is not contingent upon the Owner obtaining a construction loan.
4. **Contract Price** The Owner agree to pay the total contract price for all labor and materials furnished and work performed by the builder of one hundred sixty-three thousand eight hundred twenty-two and 33/100 dollars (**\$163,822.33**), including applicable Tennessee state sales tax, subject to additions and deletions by change order as provided in paragraph 11.
5. **Payments** The contract price will be paid as follows
 - a. (\$58,000) as a deposit/down payment upon signing the contract.
 - b. Based on applications for payment submitted by the Builder, the Owner shall make progress payments toward the contract price in accordance with the Construction Draw Schedule. (The Construction Draw Schedule is attached to this contract and incorporated in it as Exhibit C.
 - c. The Owner agrees to make the progress payments within five (15) calendar days of the invoice date. Payments due and unpaid shall bear interest (at the maximum legal rate) payable to the Builder from the date the payment is due.
 - d. If the Owner fails to pay the Builder within seven (7) calendar days of the date the payment is due through no fault of the Builder, upon three (3) additional calendar days' written notice to the Owner, the Builder may stop the work and/or terminate this contract pursuant to paragraph 16. The Builder may keep the job idle until such time as payments that are due to the Builder are paid
6. **Acceptance, Final Payment, and Occupancy** Owner shall make final payment upon receipt from Builder of written notice of substantial completion of the work and the final invoice pursuant to the Construction Draw Schedule. Substantial completion shall be achieved when all work called for by the contract documents has been completed to such an extent that Owner can occupy and utilize the structure or other improvements for the use for which they are intended, notwithstanding that certain punch list items that do not substantially interfere with occupancy or use of the structure or other improvements may exist. Builder shall complete all agreed upon punch list items to Owners' reasonable satisfaction (consistent with industry custom and standards) by a time mutually agreed upon by the parties following receipt by Builder of final payment. Upon request, builder agrees to provide the Owner with an affidavit stating that all materials and services for which a lien could be filed have been paid or will be paid from the proceeds. THE MAKING OF FINAL PAYMENT SHALL CONSTITUTE ACCEPTANCE BY OWNERS OF BUILDER'S WORK AND A WAIVER OF ALL CLAIMS BY OWNERS ARISING OUT OF OR RELATING TO THE PROJECT, EXCEPT THOSE ARISING FROM FAULTY OR DEFECTIVE WORK APPEARING AFTER THE DATE OF SUBSTANTIAL COMPLETION WITHIN THE APPLICABLE LIMITED WARRANTY PERIOD AND COVERED BY THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 17. BUILDER RETAINS OWNERSHIP OF THE ENTIRE PROJECT INCLUDING ALL EQUIPMENT AND MATERIALS UNTIL FINAL PAYMENT IS MADE. USE OF THE DOCK OR BOAT LIFT BY THE OWNER, PRIOR TO BUILDER RECEIVING FINAL PAYMENT SHALL BE AT THE BUILDERS DISCRETION. PLACING OF WATERCRAFT, EQUIPMENT, FURNISHINGS OR DECORATIONS AT THE DOCK OR BOAT LIFT BY THE OWNER PRIOR TO BUILDER RECEIVING FINAL PAYMENT MUST BE APPROVED AND IS AT THE DISCRETION OF THE BUILDER.
7. **Commencement and Completion** Builder shall commence work on the project within one hundred (100) calendar days after the last to occur of: (i) Owners' consummation of its closing on the financing, if any, to be obtained by Owner for the project; (ii) Owner providing Builder satisfactory evidence (including, but not limited to, easements and TVA permits) that Owner has the legal right to build on the project site; (iii) issuance of all required site development approvals and building permit by applicable governmental authorities; and (iv) receipt by Builder of the down payment/deposit set forth in paragraph 5. If Builder shall be prevented or delayed from promptly performing any obligation or satisfying any condition under this agreement by strike, lockout, labor dispute, governmental restriction, regulation or control, act of God, weather, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other catastrophe, inability to obtain any material, labor, services or financing, act of subcontractors, suppliers, materialmen or carriers, changes in the plans or specifications by the Owner, acts of the Owner, or other conditions beyond the reasonable control of Builder, then Builder shall be excused for the period of

delay and shall not be liable in damages, and the time to perform such obligation or satisfy such condition shall be extended by an amount of time equal to the delay caused by such event, and the Owner shall not have a right to terminate this agreement or withhold any money owed Builder.

8. **Selections** Owner shall make any selections of materials and other items under this agreement in a timely manner, and any delays due to the Owner not making timely selections shall automatically extend the time periods for Builder's obligations by a period of time equal to the period of delay.
9. **Permits, Fees, and Tests** The Builder will submit finalized drawings (Exhibit A-2 as outline d above) to the City of East Ridge for review and approval. Permit fees will be paid by Builder and are included in the contract amount.
10. **Taxes** The Owner shall pay all real property taxes and taxes imposed upon the improvements on the property when they are due. The Builder shall pay all necessary sales, use, and similar taxes on materials used in construction that are legally enacted at the time this contract is signed, which shall be included in the contract price.
11. **Change Orders** Without invalidating this contract, the Owner may order changes in the work within the general scope of the contract. However, no changes are to be made except upon a prior written order (signed by both parties) consisting of the change, any additional cost, and the additional number of days to be added to the completion date. If the change reduces the cost, the Owner will receive a credit, but the Builder's supervision, overhead expenses, and profit will not be reduced. Any additional cost shall be paid for prior to installation. The Owner agrees to make requests concerning any changes, additions, or alterations in the work to the Builder, and the Owner agrees not to issue any instructions to, or otherwise negotiate for additional work with, the Builder's subcontractors or employees.
12. **Insurance** The Builder shall purchase and maintain at the builder's own expense, all necessary workers' compensation and employer's liability insurance, commercial general liability insurance, and comprehensive automobile liability insurance to protect the Builder from claims for damages because of bodily injury, including death, and for damages to property that may arise both out of and during operations under this contract. Upon request, Owner will be listed as additional insured. The Owner shall purchase and maintain their own liability insurance, including fire and casualty insurance upon the property, to the full insurable value.
13. **Owners' Obligations** If applicable, the Owner shall (a) furnish all surveys describing the physical characteristics, and utility locations for the residence and (b) secure and pay for easements necessary for the completion of the work (c) Owner shall give a copy of the current dock permit for review. The Owner shall furnish information and services under their control to the Builder promptly to avoid delay.
14. **Concealed Conditions** The Builder has visited the site and has familiarized itself with the local conditions under which the work is to be performed. However, the builder is not responsible for rock formations or other subsurface or latent physical conditions at the site or in an existing structure that differ materially from those (a) indicated or referred to in the contract documents or (b) ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract. After receiving notice of the condition, the Owner shall investigate the condition within five (5) business days. If Builder reasonably determines that the condition will increase (a) the Builder's cost of performance or any part of the work under this contract or (b) the time required for that work, the Owner shall execute a written change order incorporating the necessary revisions to the scope of work, time and cost, or the Owner may terminate the contract. If the Owner terminates the contract, the Builder will be entitled to retain the deposit/down payment, recover from the Owner payment for all work performed, including normal overhead, and a reasonable profit.
15. **Disputes** If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation by a Tennessee Supreme Court Rule 31 mediator qualified in construction contracts to be agreed on by the parties, before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties cannot agree on a mediator, either party may ask the Court to appoint a mediator by a simple complaint filed for the sole purpose of appointing a Rule 31 mediator. This paragraph is not to be construed to prevent the parties from agreeing on a mediator satisfactory to both parties who is not a Rule 31 mediator. Mediation shall be conducted in Chattanooga, Tennessee. Each party shall pay its own attorneys' fees, and the costs of mediation shall be split equally between the parties.
16. **Termination** In the event of a monetary breach by the Owner and failure to cure such breach as set forth in paragraph 5D, or in the event of a breach of any other material term of this agreement by the Owner and the Owner fails to cure any such breach within five (5) calendar days' of delivery by Builder of written notice of such breach to the Owner, the Builder may terminate this agreement and recover from the Owner payment for all work executed and costs incurred through the termination date, reasonable overhead and profit, damages, forfeiture of the deposit/down payment, and any other remedies available to builder under applicable law. If the Builder breaches any material term of this agreement and fails to diligently pursue cure of the breach within thirty (30) calendar days of receipt of written notice of the breach from the Owner, then the

Owner may terminate this agreement upon written notice to Builder, in which case Owner shall pay Builder for all work executed and costs incurred through the termination date.

17. **Limited Warranty** Due to the unpredictability of riverine and lake environments, Builder is not able to give a full Limited Warranty. Builder warrants that its work on the project will be free of any material defects in workmanship or materials for a period of one (1) year following substantial completion of the project and (3) years for all structural members. The following are expressly EXCLUDED from this limited warranty:

- a. Any work performed below the water line;
- b. Damage due to changing water levels and river bottom;
- c. Existing structures, including, but not limited to existing structures that are repaired, modified, upgraded, altered, or added to by Builder as part of the project;
- d. Materials, supplies, equipment, appliances, or other portions of the work covered by manufacturer warranties, which shall be assigned to Owner upon substantial completion of the work and shall constitute Owners' sole remedy and warranty with respect to such materials, supplies, equipment, appliances, or other portions of the work;
- e. Boat lift components that are not covered by the lift MFG warranties including but not limited to winding pipes, cables, and bunks
- f. Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the improvements;
- g. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, checking, cracking, peeling or deterioration of paint due to sunlight or weather conditions; discoloration of materials due to sunlight or weather conditions; cracks due to drying and curing of concrete, stucco, sheetrock, plaster, grout, bricks, and masonry; and drying, shrinking and cracking of caulking, sheetrock and weather stripping;
- h. Conditions resulting from condensation on, or expansion or contraction of, materials;
- i. Hidden or latent defects in materials, which are not apparent at the time of incorporation of the materials into the improvements;
- j. Defects in items installed or supplied by the Owner or anyone other than Builder or Builder's subcontractors, materialmen or suppliers;
- k. Work or labor performed by the Owner or anyone else other than Builder or Builder's subcontractors;
- l. Defects in items installed or supplied, and work or labor performed, by any of builder's subcontractors, materialmen or suppliers, at the request or direction of Owner without the prior written consent of builder;
- m. Portions of the work damaged or modified by, or due to the conduct of the Owner or their guests, invitees, employees, agents, contractors or subcontractors, or anyone else except builder or builder's subcontractors;
- n. Defects in directions, designs, drawings, or specifications requested, supplied or implemented by the Owner or under Owners' request or direction, or created or developed by Builder, a Design Professional or other third party at Owners' request;
- o. All equipment acquired by the Owner;
- p. Damage of any kind whatsoever caused by insects, animals or other creatures; and
- q. Accidental loss or damage, including, but not limited to, act of God, fire, explosion, smoke, or water, except when such loss is caused by Builder's failure to comply with accepted industry standards and practices.

This limited warranty shall apply to a defect discovered during the limited warranty period, provided the Owner provide to Builder written notice of such defect prior to expiration of the limited warranty period. Upon receipt of written notice of such defect, Builder will repair, or, in Builder's sole discretion, replace, such work within a commercially reasonable period of time after written notice of such defect is received by the Builder

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY BUILDER, AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, GOOD WORKMANSHIP, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THIS LIMITED WARRANTY IS EXTENDED TO OWNERS ONLY AND IS NON-TRANSFERRABLE. THE OWNERS ACKNOWLEDGE THAT THE BUILDER HAS MADE NO GUARANTEES, WARRANTIES, UNDERSTANDINGS, NOR REPRESENTATIONS (NOR HAVE ANY BEEN MADE BY ANY REPRESENTATIVES OF THE BUILDER, NOR DO ANY SUCH REPRESENTATIVES HAVE THE AUTHORITY TO MAKE SUCH GUARANTEES, WARRANTIES, UNDERSTANDINGS, OR REPRESENTATIONS) THAT ARE NOT INCLUDED IN THE CONTRACT DOCUMENTS.

BUILDER SHALL IN NO EVENT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES INCURRED WITH RESPECT TO ANY ALLEGED DEFECT IN THE WORK OR OTHER IMPROVEMENTS OR RESULTING FROM ANY BREACH OF WARRANTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF TIME, LOSS OF RESCISSION, INCONVENIENCE, LOSS OF USE, SUBSTITUTE IMPROVEMENTS OR LODGING, LOSS OF PROPERTY OR ANY LOSS OF REVENUE. OWNERS' SOLE AND EXCLUSIVE REMEDY IS BUILDER'S OBLIGATION UNDER THIS LIMITED WARRANTY TO REPAIR, REPLACE OR ADJUST ANY DEFECTIVE MATERIAL OR WORKMANSHIP FOR THE INDICATED PERIOD AND IS EXPRESSLY PROVIDED HEREIN IN SUBSTITUTION OF ANY AND ALL OTHER REMEDIES.

18. **Miscellaneous** Until the Owner makes the final payment and take possession, the Owner agrees that the builder shall have the right to place signs on or about the property and to show the dock to other prospective clients and customers. The Owner grants The Builders, its representatives, and employees the right to take photographs of the property, especially the dock and the surrounding areas. Owners authorize the Builders, its successors, assigns and transferees to copyright, use and publish the same in print and/or electronically. The Owner agree that the Builder may use such photographs of the dock and property with or without the use of Owners' name(s) and for any lawful purpose, including such purposes as publicity, illustration, advertising, and web content
19. **Governing Law and Assignment** This contract will be construed, interpreted, and applied according to the law of the state of Tennessee. Venue for any action concerning this agreement between the parties hereto shall be in the State and Federal Courts located in Hamilton County, Tennessee. This contract shall not be assigned without the written consent of all parties.
20. **Integration** The parties acknowledge and agree that the contract documents constitute the entire agreement between the parties regarding the subject matter therein. This agreement may be amended or modified only by a written instrument signed by all the parties hereto. The parties covenant and agree that they will not offer or attempt to offer parol evidence to vary the terms hereof and that such evidence shall not be admissible for any purpose whatsoever.
21. **Assignment** No assignment of this agreement or the rights and obligations hereunder shall be valid without the specific written consent of all parties hereto. Any attempted assignment in violation of this provision shall be void and shall have no binding effect.
22. **Waiver of Breach** The failure of either party to insist upon strict performance of any of the terms or conditions and covenants herein, shall not be deemed to be a waiver of any rights or remedies by either party which they may have and shall not be deemed to be a waiver of any subsequent breach or default.
23. **Enforcement** In the event Builder takes legal action to enforce all or any portion of the Contract Documents and substantially prevails in such action, Builder shall be awarded its costs and expenses incurred (including, but not limited to, reasonable attorneys' fees and court costs), in addition to such other relief as may be granted.
24. **Successors and Binding Effect** This agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns.
25. **Contract Interpretation** This agreement represents a fully negotiated agreement. Each party has been afforded the opportunity, which it has exercised, to review the terms of this agreement. Further, each party has been afforded the opportunity to consult with legal counsel of its choice concerning the terms of this agreement and their implications. Consistent with the foregoing, this agreement shall not be construed for or against any party based on the principle that ambiguities are construed against the drafter.
26. **No Third Party Beneficiaries** The parties hereto agree that this agreement does not create nor shall it be construed to create any rights enforceable by any person or entity not a party to this agreement and at no time will any person or entity be deemed to be a third-party beneficiary under this agreement or to have any contractual relationship with either party pursuant to this agreement. This agreement is for the sole and exclusive benefit of the parties hereto.
27. **Plurals and Gender** In construing the words of this agreement, plural constructions will include the singular, and singular constructions will include plural. No significance will be attached to whether a pronoun is masculine, feminine, or neuter.
28. **Confidentiality** The Owner shall not disclose the terms of this agreement to any third party other than Owners' lender, professional advisors and Design Professionals without builder's prior written consent.
29. **Pile driving** Pile driving assumes maximum water depth of 8' and 8' of driving depth into the ground before posts reach refusal. Any piling where the sum of the water depth and driving depth add up to over 16' will incur additional charge of \$80 per additional lineal foot to account for any additional material and labor for extending pilings. Pilings that bottom out on rock or other obstacles before driving 24" may require concrete to be poured around the base resist uplift forces and keep the dock from floating up during flooding. A sufficient amount of concrete to counteract buoyancy will be formed and poured around these pilings and invoiced to owner at an additional cost of \$700 per cubic yard of concrete plus \$900 for line pump.
30. **Exclusions:** Landscaping, utility marking or locating, shoreline stabilization or erosion control, painting, staining and electrical work, unless any of these items are specifically provided for in scope of work.

31. **Effective Date and Signature** This contract shall become effective on the date of signature below.

Approval Deadline: Feb 11, 2023

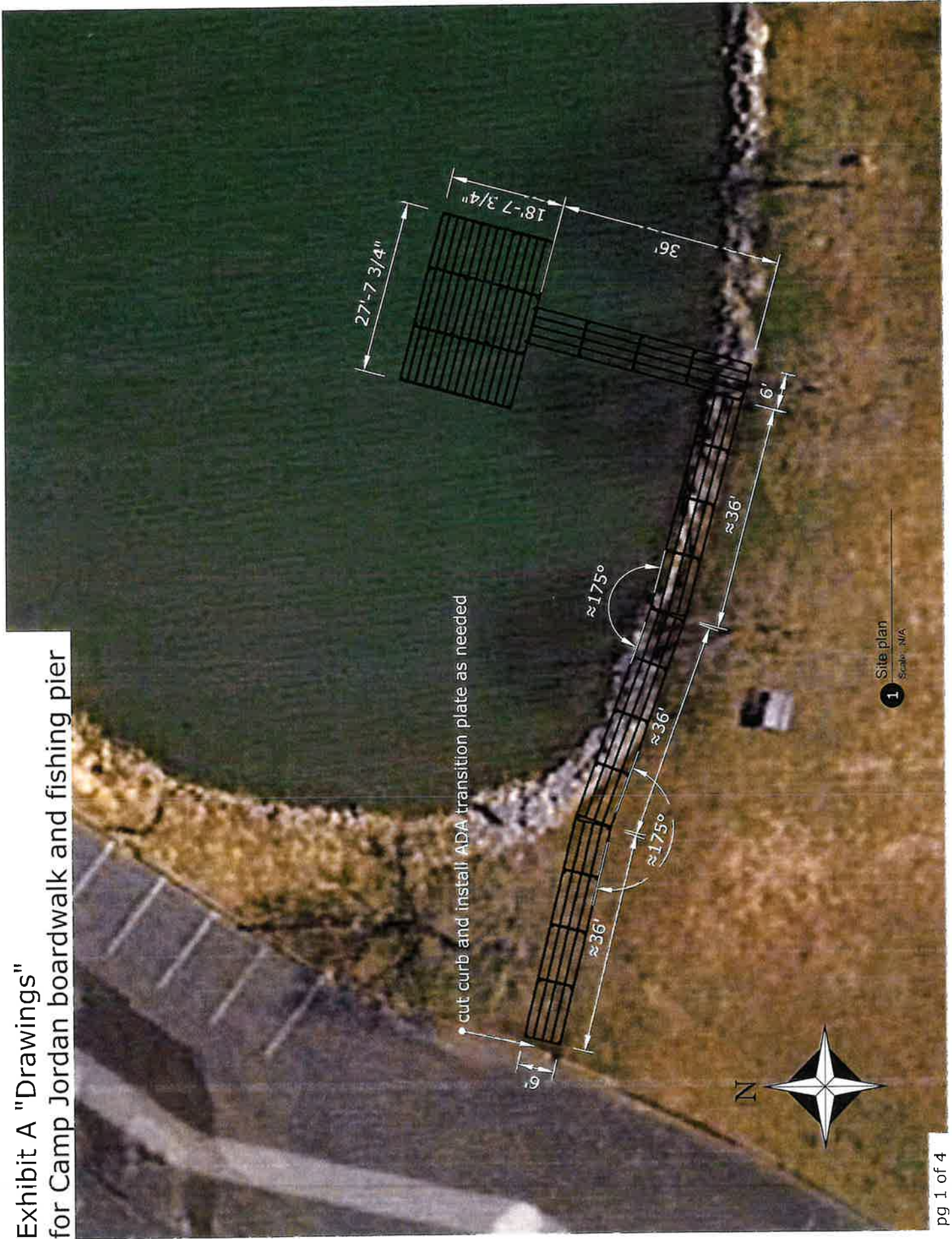
I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

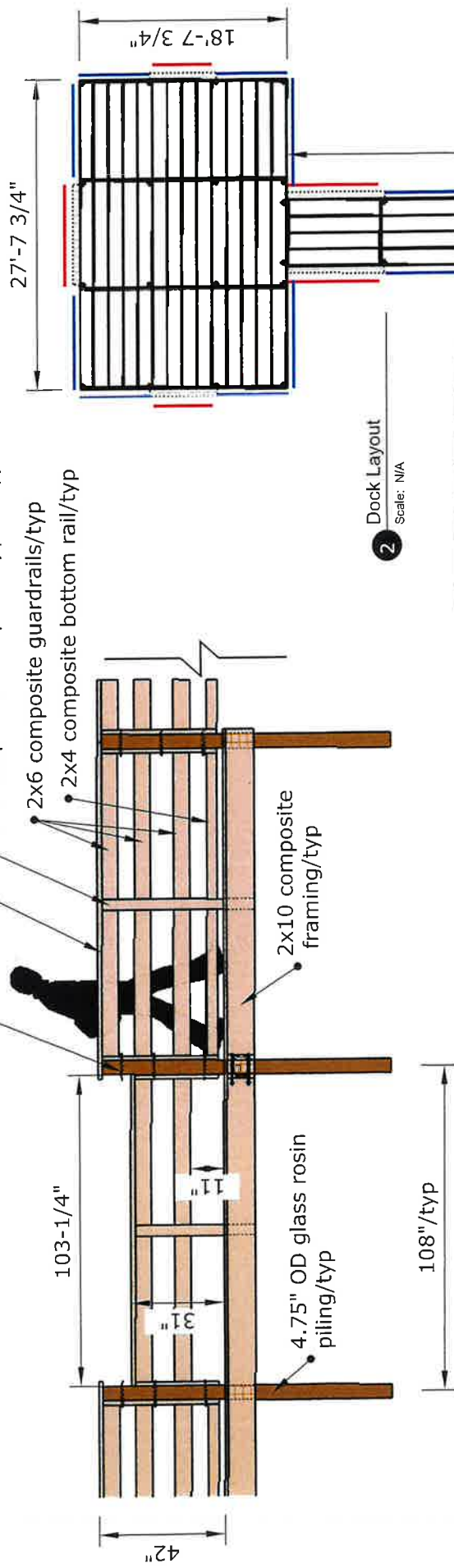
Print Name:

Exhibit A "Drawings" for Camp Jordan boardwalk and fishing pier

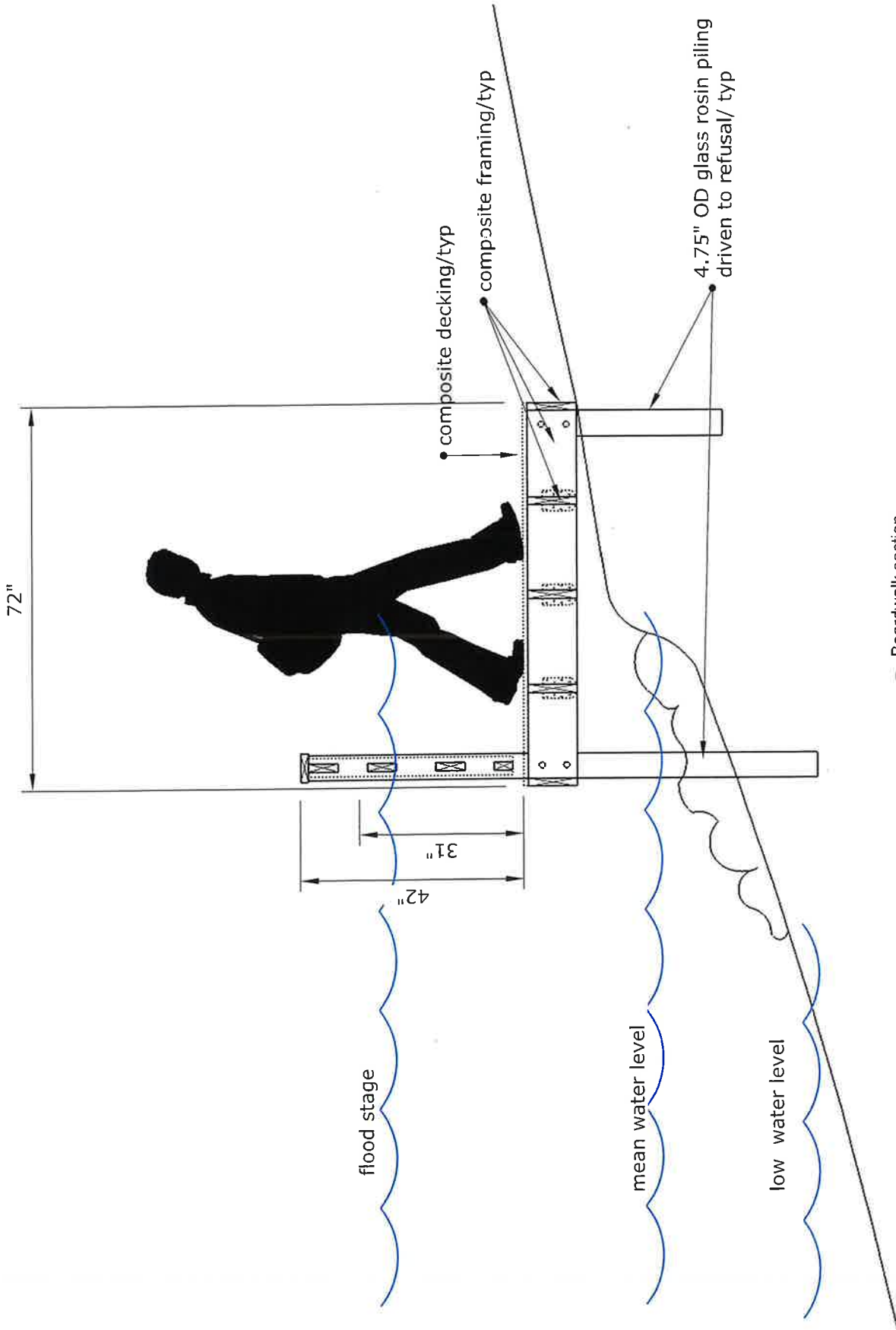


3/8"x8-1/2" HDG carriage bolt /connect railing assemblies to piling/typ

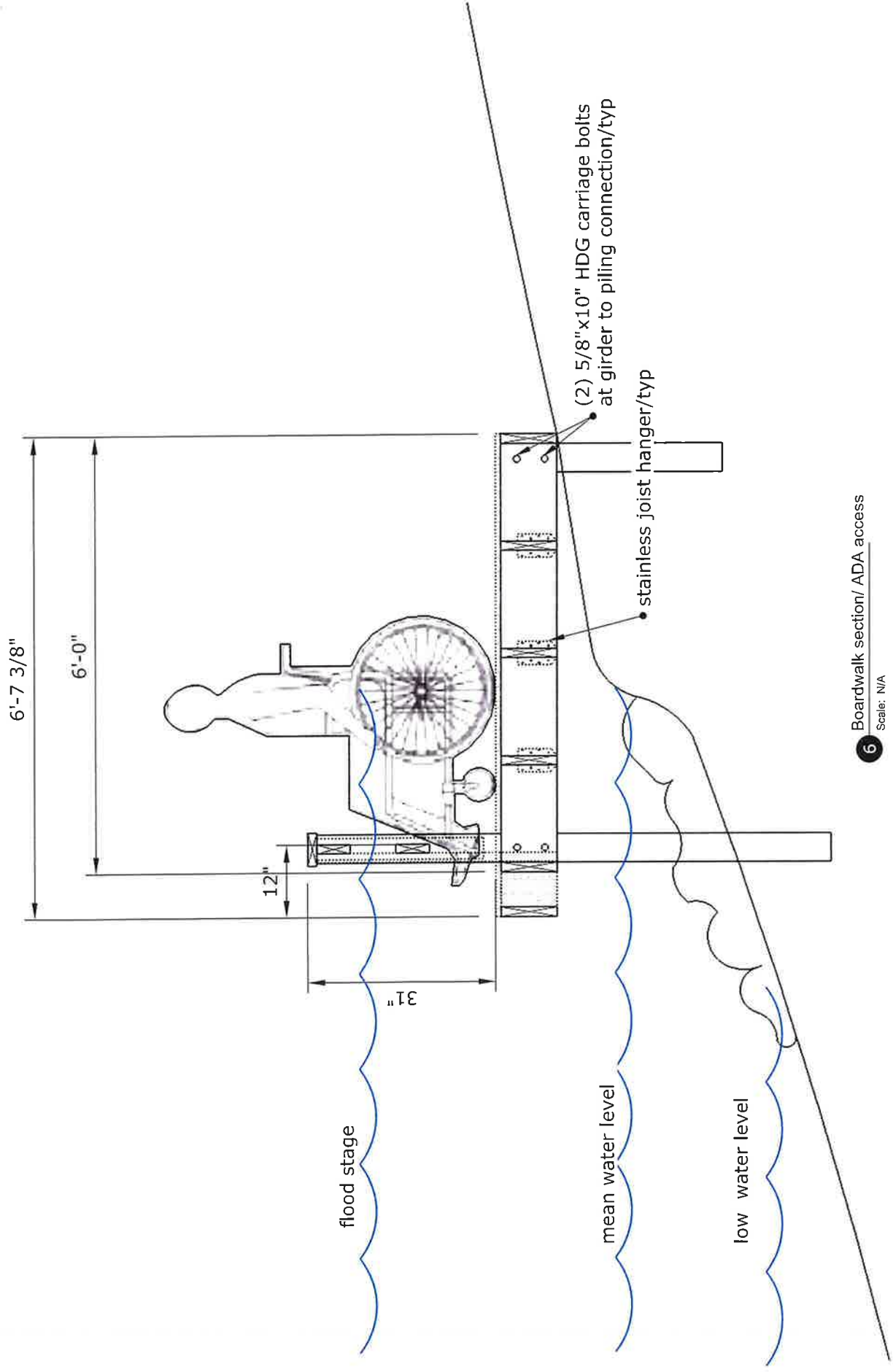
3 Guardrail detail
Scale: N/A



4 North Elevation
Scale: N/A



5 Boardwalk section
Scale: N/A




6 Boardwalk section/ ADA access
Scale: N/A

RESOLUTION NO. 3359

**AGENDA MEMORANDUM
AUDIT SERVICES FY 2022-2023
HHM CPA's**

February 9, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

HHM CPA's have been the City of East Ridge's auditors performing the auditing services of its financial records/statements for its fiscal years since 2012. They have performed quite well over the years and we have been very satisfied with their work; specifically, the completed audit and report. City Staff recommends that HHM's services be contracted again.

The City paid HHM the amount of \$31,500 to undertake and complete the audit for FY 2021-2022 (July 1, 2021 to June 30, 2022). HHM has submitted a transmittal letter to perform audit services for the City of East Ridge for the fiscal year ending June 30, 2023, including the East Ridge Industrial Development Board (IDB), at a cost of \$34,000.

If a single audit is required, the additional fee for the single audit would be \$5,000. A single audit has to do with auditing a specific grant if we receive more than a million dollars. I'm sure that the City will need to complete one on the multi-modal project either this fiscal year or next one.

Attachment

JSM/

RESOLUTION NO. 3359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A CONTRACT WITH HHM, CERTIFIED PUBLIC ACCOUNTANTS, FOR AUDITING SERVICES FOR FY 2022-2023 AS REQUIRED BY THE STATE OF TENNESSEE AND OTHER REGULATORY AGENCIES

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

WHEREAS, it is appropriate that the City enter into a contract with HHM to perform said audit for a fee not to exceed \$34,000.

WHEREAS, if a single audit is required for a particular fund, the cost would be an additional \$5,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE that the City Manager or his designee is hereby authorized to enter into a contract with HHM to perform the required auditing services for the City of East Ridge for the period from July 1, 2022 to June 30, 2023, for a fee not to exceed \$34,000.

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

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



CERTIFIED PUBLIC ACCOUNTANTS

January 30, 2023

To the Mayor and City Council Members
City of East Ridge, Tennessee
1517 Tombras Avenue
East Ridge, TN 37412

Dear Mayor and Council:

Thank you for allowing us to submit this transmittal letter to perform audit services for the City of East Ridge for the year ending June 30, 2023.

We have served as the City's auditor for the prior fiscal years and wish to continue our relationship. We believe that our expertise, as demonstrated during the prior year's audits, proves that we are qualified to serve the City of East Ridge.

Our proposed fee to audit the City of East Ridge's financial statements including the East Ridge Industrial Development Board, for the fiscal year ending June 30, 2023, is \$34,000. If a single audit is required, the additional fee for the single audit will be \$5,000.

We appreciate the opportunity to submit this proposal and trust it is responsive to your requirements. Should you require additional information, please do not hesitate to call.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Weston Porter', with a long horizontal flourish extending to the right.

Weston Porter, CPA, Partner

RESOLUTION NO. 3360

AGENDA MEMORANDUM

River City Corvette Club

February 9, 2023

Submitted by:



Shawnna Skiles, Parks and Recreation Director

SUBJECT:

The River City Corvette Club, a 501 c3 non-profit, requested the use of Camp Jordan Arena from 7am-7pm on August 5th, 2023, to host their Annual Car Show. Amy Long is a representative for the River City Corvette Club, and she is asking the city to waive fees associated with renting the Arena. Total rental fees for the event would be \$1,700.00 for the day. In past events they have raised around \$7,000.00, which then is donated back to the East Ridge Needy Child Fund and the Chattanooga Food Bank. The purpose of the club is to “sponsor and support club function, charity and civic events at the local and national level.

Staff recommends waiving the facility fees in support of this event.

RESOLUTION NO. 3360

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY THE RIVER CITY CORVETTE CLUB FOR A FUNDRAISER TO HELP BENEFIT THE EAST RIDGE NEEDY CHILD FUND AND THE CHATTANOOGA FOOD BANK

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

WHEREAS, the River City Corvette Club hosts a car show annually at Camp Jordan Arena; and

WHEREAS, the River City Corvette Club is requesting that the City waive the fee for use of the Arena in order for them to donate a portion of the proceeds from the car show to help benefit the East Ridge Needy Child Fund and the Chattanooga Food Bank.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Camp Jordan Arena on August 5, 2023 by the River City Corvette Club will be waived in order for them to donate a portion of the proceeds from the car show to help benefit the East Ridge Needy Child Fund and the Chattanooga Food Bank.

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 _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

**APPLICATION FOR REDUCED FEE FOR
CITY OF EAST RIDGE
FACILITY RENTAL**

The undersigned hereby requests that the City of East Ridge reduce the fees for the use of the Community Center/Arena/Amphitheater/ ARENA (circle/fill in desired venue).

1. Name of Group or Individual making the request: River City Corvette Club
 - (a) Address: _____
 - (b) Phone: (423) _____
 - (c) Contact Person: Amy Long, Treasurer
2. The desired date(s) & time(s) for the event:
 - (a) Saturday Aug 5, 2023 7:00 AM -5:00 PM
3. The event to be held: Car Show
4. Is the event open to the public: Yes
5. Is there an admission fee: \$25 for car show participant and free to the public
6. Are outside vendors participating: Yes
7. Is a fee charged for outside vendors: Yes \$25
8. What is amount of admission fee: Free
9. What is amount of fee for outside vendors: \$25
10. Is the group/individual listed in #1 above non profit: Yes
11. Does the group/individual have a 501 C-3: Yes
12. What other entities/persons share in the proceeds from the event:
TBD (We choose our charities in early 2023) All charities will be local.
13. Will the event require any accessory property? ie. Tables, chairs, etc.:
Yes tables & chairs

I hereby certify under the penalties of perjury that the above information is true and correct to the best of my knowledge.

Amy Long
Name

1/6/2023

Amy Long

Printed Name

RESOLUTION NO. 3361

AGENDA MEMORANDUM

Local Parks & Recreation Funding Intent to Apply

February 9, 2023

Submitted by:

Cameron McAllister

Cameron McAllister, Development Administrator

SUBJECT:

The Economic & Community Development department is asking for the approval from the Mayor and Council to submit an "Intent to Apply" letter to the Tennessee Department of Environment and Conservation for the LPRF Grant FY23. This grant will be utilized to renovate, update, and redevelopment East Ridge Community Center. The maximum award amount is \$2 million with a 50/50 match.

RESOLUTION NO. 3361

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPLICATION FOR AND ACCEPTANCE OF, THE LOCAL PARKS AND RECREATION FUND 2023 GRANT PROGRAM

WHEREAS, the City of East Ridge desires to further develop City-owned property to expand recreational opportunities available for the citizens of the community and surrounding area; and

WHEREAS, Tennessee Department of Environment and Conservation offers the Local Parks and Recreation Fund grant to eligible local government entities for the purchase of lands for parks, natural areas, greenways, and recreational facilities; and

WHEREAS, the City of East Ridge is eligible to receive a 50/50 matching grant for the Local Parks and Recreation Fund (LPRF) of the Tennessee Department of Environment and Conservation; and

WHEREAS, the City of East Ridge wishes to apply for grant funds of up to \$2,000,000 for the expansion and improvement of East Ridge's community center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that either the Mayor, or his designee are authorized to execute such documents as may be necessary with regard to the application for, and acceptance of a LPRF Grant Program funds of up to \$2,000,000 to be used for the expansion and improvement of East Ridge's community center.

BE IT FURTHER RESOLVED that East Ridge agrees to provide the required local match of up to or greater than fifty percent (50%) of the total project cost.

BE IT FURTHER RESOLVED that if the project is selected for funding, the Southeast Tennessee Development District will administer the grant and complete the required environmental review.

BE IT FURTHER RESOLVED that the East Ridge City Council fully supports this project, and is committed to completing the project within the designated time frame of the contract start date.

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 _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



T. Gene Edwards, Inc.

Proposal

Date: 02-06-23

Project: East Ridge gymnasium expansion
East Ridge, TN

Attention: Shawna Skiles

Contractor: T. Gene Edwards, Inc.
1309 Appling Street
Chattanooga, TN 37406
O:(423).629.5828
F: (423).629.2309
Email: tyedwards@tgeneedwards.com

RE: Demo/Addition to existing gymnasium facilities

T. G. Edwards Construction (TGE) is pleased to offer the following budgetary Proposal for the demolition and expansion to East ridge gymnasium facility. We have estimated the construction based upon owner's drawing sketches and per our meeting on site for items requested by owner. Note: Full set of plans and specifications (Architectural and MEP's) are not available at this time.

Our projected estimate "budgetary" scope of work being proposed is listed below. **Main building has been extended to a new 3,300sf total gymnasium addition and an approximate 1,000 sf meeting room addition.** If you see any areas you would prefer a change or wish to modify, we would be happy to alter any portion of our Proposal to meet your request.

ENGINEERING/PERMITS:

Engineering services provided by ASA Engineering

Contractor to provide construction general building permits as required by local city requirements.

CIVIL/SITE WORK:

- Site excavations of existing soils and asphalt paving areas.
- Remove unsuitable soils and add suitable fill materials to be hauled in and placed for new building addition.
- Soils erosion controls etc. to be installed per civil plans provided.

DEMOLITION:

Proposed demolition as follows:

- After dry-in of new building addition contractor proposes to demo and remove existing building end wall structures to tie-in new building.

CONCRETE:

Proposed concrete work as follows:

- Gymnasium building size: **44'x75'x4" 4,00 psi slab on grade.**
- **Meeting room addition proposed as: approx. 20'x40'x4" slab on grade, 4,000psi concrete.**
- Reinforce main slab with 6x6-W2.9 x W2.9 wire.
- 6 mil poly under slab.
- Steel trowel finish.
- "Soft-Cut" saw joints
- One coat of cure and seal.
- 3" compacted stone under all slab work.
- Termite protection spray under slab areas as per code.

MASONRY:

Masonry work to included:

- Add masonry block walls around entire new addition perimeter.
- *' masonry block at approx. 8' high around perimeters.

ROOFING:

- Roof proposed as Galvalume 24 ga standing seam metal roof.
- 25 yr. standard finish warranty.
- Full trim, gutters, down spouts for both buildings.

WALLS:

- Exterior metal walls on warehouse 26 ga color standard "R" panel design full height to eaves.
- Fully sheeted from eaves to ground all 3 sides. Open wall condition between new addition and existing building.

- All exterior doors, windows openings etc. fully trimmed out with color trim per owner's selection. See standards color chart for color selections.

STRUCTURAL STEEL:

- Provide and construct Nucor Steel structures pre-engineered metal building complete.
- Note: See attached Nucor **revised** building dimension proposal attached for all details and sizes.
- Building designed per local building and wind codes, see attached.
- Column spacing's for best pricing are proposed as 20'+/- bay spacing's.
- Structural steel designed to 5LB structural loading to handle gymnasium goal posts and roof suspended Gas heaters and miscellaneous lighting and electrical conduit.

BUILDING INSULATION:

- Insulation in building: eight inch (8") reinforced white vinyl backed insulation on all walls and roof areas in warehouse. Simple saver fully insulated foe central heat and air.

INTERIOR FINISHES/CARPENTRY:

Interior stud wall construction as follows:

- Frame interior walls in meeting areas with 4" metal studs and sheetrock walls.
- Add LVT vinyl plank flooring to meeting room area.
- Add 2'x4' suspended acoustical drop ceilings to meeting room areas.
- Paint all interior per owners requested colors.
- Gymnasium interior walls masonry (painted) to 8' high with open condition metal insulated walls above.

INTERIOR FLOORING:

- Main gymnasium floor: Pre for addition of new gym grade wood basketball flooring. Flooring pricing not included at this time. Awaiting Praters flooring proposal.
- Meeting area: LVT flooring all floors.

INTERIOR DOORS:

- Interior doors proposed as metal jambs with solid Birch wood panel doors (stain grade) with full locking hardware.
- Restroom doors proposed as push type non-locking with self-closures.

EXTERIOR DOORS:

- Exterior doors on warehouse: 3070 steel jamb and steel doors with locking hardware. Weather trip and threshold.

INTERIOR CEILINGS:

- Ceilings as proposed to be all 2'x4' drop suspended ceiling in meeting room addition area.
- Gymnasium ceilings proposed as open condition.

MILLWORK:

- No millwork proposed at this time.

RESTROOM PARTIIONS/FIXTURES:

- No restrooms proposed at this time.

KITCHEN APPLIANCES:

- No appliances estimated at this time.

WINDOWS: (Revised)

- Exterior Slim line fixed glass windows along exterior meeting room wall side.

PAINTING:

- Trim and caulk around new exterior windows after installed.
- Stain all interior doors, paint steel stair well doors. All metal frames to be primed and painted.
- Prime and paint all newly installed interior sheetrock walls.
- Main gym building steel will come to site as factory applied red oxide primed steel. To remain.

MECHANICAL:

- Addition of mechanical split system unit's addition for new gymnasium addition.
- Addition of new split system hvac unit to supply meeting room addition.

SPRINKLER:

- No Sprinklers proposed at this time.

PLUMBING:

- No plumbing proposed at this time.

ELECTRICAL:

Main power service estimated to add approx. 150amp 1-phase service to power additional mechanical and electrical.

Note: Electrical items normally by the owner:

- Phone system and all associated wiring for phone system.
- Building security alarm system, security cameras etc....
- Any fiber optic system or computer cabling systems.
- Any TV monitoring or projection TV systems etc....

We can provide quotes on these if required. Typically, the owner is currently contracted with specific service providers who handle these items currently and can adapt to new building facilities.

GENERAL CONDITIONS:

Full time supervision included. Job site daily clean-up and disposal.

All associated site mobilization and de-mobilization, and temporary security

Weekly scheduled job progress meetings.

Project management and overhead.

Proposed Budget Pricing:

Total Base bid (Revised) as proposed: \$ 313,500.00

Note: Prices good for 30 days from proposal due to volatility of current materials price index.

Price does not include new wood gymnasium flooring. Pricing for this hopefully will be tomorrow afternoon.

Price does not include engineering fees. Assume engineering will be proposed and billed to owner separately.

SCHEDULE: Proposed projected estimate

- 1) Engineering: Architectural/MEP: Typical time 4-6 weeks
- 2) Building permits obtained: After engineering review by city. Estimated 2-3 weeks' review time.
- 3) Mobilization to job after permits: 1-2 weeks
- 4) Site work: 2-3 weeks
- 5) Concrete work: 4-5 Weeks
- 6) Building construction: 6-8 weeks
- 7) Interior Build-Out: 2-3 weeks
- 8) Total estimated build time: 6 months. Based on fast track scheduling. Note: Currently due to steel shortages, delivery time are now approx. 16 weeks for steel buildings nationwide.

Note: For every heavy rain day we typically lose 3-4 days of total work days on any exterior site work or concrete work due to allowing proper dry time of soils to maintain proper compaction.

(Note: Incl. sub-trade overlaps, **prior permits obtained**, weather dependent).

Exceptions:

- No heavy rock removal/ blasting
- Unsuitable soils (Bad dirt, hazardous dirt etc.)
- Underground active utility relocations
- Surveys by others. Soils testing by others if required. Final as-built drawings and final surveying by others.

Payment Schedule:

- Monthly AIA pay app requests due the end of every month for work completed. Payments required no later than net 15 days after invoice date/submissions.
- 5 % retainage withheld by contractor.
- Final retainage payments due net 30 days from punch list/final completion notification from contractor.

Thank you for the opportunity to bid your project. We look forward to working together with you and your firm on this and future projects.

Sincerely,

T. Gene Edwards Construction, Inc.
Ty Edwards, President
1309 Appling Street
Chattanooga, TN 37406
C: (423).421.3304
O: (423).629.5828
F: (423).629.2309
tyedwards@tgeneedwards.com
www.tgeneedwards.com

Cameron McAllister

From: Jeffrey Sikes <jsikes@asaengineeringinc.com>
Sent: Tuesday, February 7, 2023 10:49 AM
To: Cameron McAllister; Scott J. Miller; Shawna Skiles
Subject: FW: East Ridge gymnasium proposal estimate
Attachments: image001.png; East ridge gymnasium addition.pdf; image001.png

I sent this yesterday from my phone, but it doesn't appear as though it went through.

Add \$50k for civil and another 8% for engineering (mechanical, electrical, civil site, survey). I haven't received flooring numbers yet and can only speculate on that cost.

Jeff A, Sikes
Senior Vice President
Asa Engineering & Consulting, Inc.
714 Cherry Street
Chattanooga, TN 37402
Office: 423.805.3700
Mobile: 423.421.1420
Email: Jsikes@AsaEngineeringInc.com

From: Ty Edwards <tyedwards@tgeneedwards.com>
Sent: Monday, February 6, 2023 4:14 PM
To: Jeffrey Sikes <jsikes@asaengineeringinc.com>
Subject: Fwd: East Ridge gymnasium proposal estimate

Sending from my phone

Sent from my iPhone

Begin forwarded message:

From: Ty Edwards <tyedwards@tgeneedwards.com>
Date: February 6, 2023 at 4:05:14 PM EST
To: Jeffrey Sikes <jsikes@asaengineeringinc.com>
Subject: East Ridge gymnasium proposal estimate

Jeff,

Please see attached proposal for gymnasium project expansion.

As discussed the gym flooring from Praters as well as engineering fee's are excluded on this.

Let me know if you need anything else.

Thanks,

AGENDA MEMORANDUM
SPLASH PAD COATING

February 23, 2023

Submitted By:


Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department is soliciting competitive bids and sealed proposals on January 22, 2023, for bids from experienced paint contractors to coat the new East Ridge Splash Pad at the East Ridge Community Center, located in the City of East Ridge.

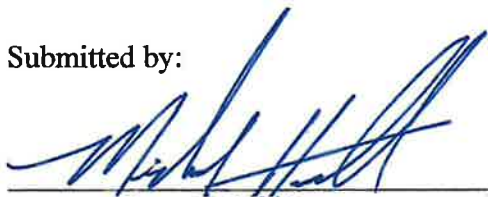
All bids will be opened and read aloud at 2:00pm on February 16, 2023. A vendor recommendation will be presented by staff to city council at the February 23, 2023, city council meeting.

SS

AGENDA MEMORANDUM
EMERGENCY STANDBY GENERATOR SYSTEM INSTALLATION
FOR COMPUTER SERVERS AT CITY HALL

February 23, 2023

Submitted by:

A handwritten signature in blue ink, appearing to read "Michael Howell", written over a horizontal line.

Michael Howell, Chief Building Official

SUBJECT:

The City of East Ridge currently lacks comprehensive emergency backup power for computer servers that will be moved from Fire and Police station 1 to City Hall. The city is requesting proposals from qualified contractors for the design and installation of an emergency standby generator to provide backup power for servers and additional HVAC cooling equipment in the event of an interruption in the utility power supply.

Proposals are due February 15, 2023.

AGENDA MEMORANDUM
DEVELOPMENT AGREEMENT – KELLEY X-RAY COMPANY

February 23, 2023

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Kelley X-Ray Company located to 1500 Fruitland Drive in the summer of 2022. They acquired the property and made substantial improvements to the building. They sell and service x-ray equipment to hospitals, medical offices and veterinary clinics.

Kelley X-Ray Company has requested participation in the Border Retail Tourism Development District Act via means of entering into a Development Agreement with the City of East Ridge. Kelley X-Ray is scheduled before the Industrial Development Board on February 16, 2023.

JSM/

AGENDA MEMORANDUM
ARCHITECT – ANIMAL SHELTER

February 23, 2023

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

The City solicited letters of interest and requests for qualifications (RFQ's) from experienced architectural firms to perform planning and architectural services to include the preparation of a site plan, and the design and construction drawings/documents for an animal shelter and offices on approximately 0.87 acres of land located at the east end of Stone Street. The City received three (3) RFQ's, as follows:

- Franklin Architects, Chattanooga, TN
- Allen & Hoshall, Chattanooga, TN
- MBI, Chattanooga, TN

Presentations by the aforementioned firms before the Selection Committee (Chief Clint Uselton, Deputy Chief Josh Creel, Animal Supervisor Jennifer Holder, Rhonda Haskew, and myself) have been scheduled for Tuesday, February 14, 2023. After the presentations the committee will select one of the firms for this project and negotiate an agreement for their services; and thereafter, forward our top choice to the Mayor and City Council for consideration for approval/selection. Hopefully we will have this task done in time to place it on the agenda for the February 23rd Council meeting.

JSM/