

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

**AGENDA  
June 12, 2025  
6:00 pm**

1. Call to Order
2. Invocation
3.     A. Roll Call  
       B. Milestone Awards
4. Consent Agenda
  - A. Approval of Minutes May 22, 2025
  - B. April 2025 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business
  - A. **ORDINANCE NO. 1221** – 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 6510 RINGGOLD ROAD, TAX MAP #169L-M-017 AND TAX MAP #169L-M-017.01, FROM C-1 TOURISM COMMERCIAL DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (2<sup>nd</sup> Reading)
  - B. **ORDINANCE NO. 1222** – 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 AN UNADDRESSED PROPERTY, TAX MAP #169E-D-008, FROM C-4 PLANNED COMMERCE CENTER DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT (2<sup>nd</sup> Reading)
  - C. **ORDINANCE NO. 1223** – 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 6419 MCCALL ROAD, TAX MAP #169E-D-005, FROM R-2 DUPLEX DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (2<sup>nd</sup> Reading)

9. New Business

- A. **PUBLIC HEARING FOR ORDINANCE NO. 1224** - 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 3210 ARDIAN TRAIL, TAX MAP #168C-J-005, FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT
- B. **ORDINANCE NO. 1224** - 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 3210 ARDIAN TRAIL, TAX MAP #168C-J-005, FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (1<sup>st</sup> Reading)
- C. **ORDINANCE NO. 1225** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, SETTING THE PROPERTY TAX RATE FOR THE YEAR 2025 AT THE RATE OF \$0.7993 PER ONE-HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF EAST RIDGE, TENNESSEE (1<sup>st</sup> Reading)
- D. **ORDINANCE NO. 1226** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026 (1<sup>st</sup> Reading)
- E. **ORDINANCE NO. 1227** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 17, REFUSE AND TRASH DISPOSAL, CHAPTER 1, SECTION 122, OF THE EAST RIDGE MUNICIPAL CODE TO INCREASE THE SANITATION SPECIAL ASSESSMENT (1<sup>st</sup> Reading)
- F. **ORDINANCE NO. 1228** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2025 OPERATING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1<sup>st</sup> Reading)
- G. **RESOLUTION NO. 3693** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL MEMORIALIZING AN APPOINTMENT BY COUNCILMEMBER ANDREA WITT TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE BEER BOARD
- H. **RESOLUTION NO. 3694** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN EASEMENT AGREEMENT WITH HAMILTON COUNTY WATER AND WASTEWATER TREATMENT AUTHORITY RELATIVE TO A 30-FT EASEMENT LOCATED AT 905 YALE STREET, TAX MAP NUMBER 169C-C-001
- I. Discussion of Tentative Agenda for the **June 26, 2025** City Council Meeting (see Attachment A)

10. Adjournment

**ATTACHMENT A**  
**TENTATIVE AGENDA**  
**June 26, 2025**

**8. Old Business**

- A. **ORDINANCE NO. 1224** - 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 3210 ARDIAN TRAIL, TAX MAP #168C-J-005, FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (2<sup>nd</sup> Reading)
- B. **PUBLIC HEARING FOR ORDINANCE NO. 1225** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, SETTING THE PROPERTY TAX RATE FOR THE YEAR 2025 AT THE RATE OF \$0.7993 PER ONE-HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF EAST RIDGE, TENNESSEE
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- G. **ORDINANCE NO. 1227** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 17, REFUSE AND TRASH DISPOSAL, CHAPTER 1, SECTION 122, OF THE EAST RIDGE MUNICIPAL CODE TO INCREASE THE SANITATION SPECIAL ASSESSMENT (2<sup>nd</sup> Reading)
- H. **ORDINANCE NO. 1228** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2025 OPERATING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2<sup>nd</sup> Reading)

**9. New Business**

- A. **RESOLUTION NO.** \_\_\_\_\_ - Approval of a bid for masonry sand for the Parks and Recreation Department
- B. **RESOLUTION NO.** \_\_\_\_\_ - Approval of Maintenance Agreement with Trane for the East Ridge Animal Shelter



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

**May 22, 2025  
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on May 22, 2025, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Williams called the meeting to order.

Pastor Daniel Beard of Action Church gave the invocation. All joined in for the Pledge of Allegiance.

**Present:** Mayor Brian Williams, Vice Mayor David Tyler, Councilmember Jacky Cagle, Councilmember Jeff Ezell, Councilmember Andrea Witt, City Manager Scott Miller, City Attorney Mark Litchford, Finance Director Diane Qualls, and City Clerk Jennifer Deitrick

**Attendance:** Thirty-two

**Approval of Minutes May 8, 2025:**

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve the May 8, 2025, City Council Meeting Minutes.

There being no discussion, Mayor Williams asked for a roll call vote. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**Communication from Citizens:**

Jane Sharp, 6112 Schofield Ave, requested directional signage at Spring Creek Road and San Hsi Drive directing vehicles to I-75 and noted concerns about increased traffic from the McCall Road rezoning.

Brenda Short, 3630 Glen Oaks Drive, read a petition representing 28 homes objecting to the rezoning of 1512 John Ross Road for short-term rental.

Tammy Barber, 1808 Glen Oaks Terrace, expressed opposition to the rezoning of 1512 John Ross Road.

Lori Forreider, 1802 Glen Oaks Terrace, expressed opposition to the rezoning of 1512 John Ross Road.

**Communication from Councilmembers:**

Councilmember Cagle – Nothing at this time.

Vice Mayor Tyler announced the Optimist Club Fishing Rodeo on June 7, 2025.

Councilmember Witt – Wished everyone a happy and safe Memorial Day.

Councilmember Ezell – Nothing at this time.

Mayor Williams reported that the City of East Ridge and Waterways were awarded a \$100,000 grant and expressed appreciation to Tennessee American Water and the American Water Charitable Foundation for their continued support and partnership. He announced that the splashpad will open on May 31, the East Ridge Police Department Jump into Safety event will be held on June 7, and the Citizen Police Academy will start June 3. Mayor Williams highlighted several upcoming events and programs hosted by the East Ridge Parks and Recreation Department and the Library.

**Communication from City Manager:**

City Manager Miller reported the following:

- A Memorial Day ceremony will be held on May 26 at 1 p.m. in front of Pioneer Park sponsored by American Legion Post 95.
- Held a pre-construction meeting this morning regarding the Community Center Expansion Project. Received final approval to proceed from the state. The Community Center will close the last day of May 2025 for 270 days.
- The City received a letter from TDOT regarding the Ringgold Road corridor multi-modal project officially closing the project.

**Old Business:****ORDINANCE NO. 1217 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 14, ZONING AND LAND USE CONTROL, CHAPTER 3, SECTION 301, REGARDING THE EAST RIDGE BOARD OF ZONING APPEALS (1st Reading)**

City Attorney Litchford read the ordinance by caption.

City Attorney Litchford stated this is the second reading of the ordinance with the amended language stating that Councilmembers shall consider preferred skills, but such skills are not required.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Ordinance No. 1217.

Councilmember Cagle stated that staff would be present at meetings to answer questions that the board members may have.

There being no further discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1217. Vice Mayor Tyler – yes, Councilmember Cagle – no, Councilmember Ezell – no, Councilmember Witt – yes, Mayor Williams – yes. Motion carried.

**ORDINANCE NO. 1218 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 13, PROPERTY MAINTENANCE REGULATIONS, CHAPTER 3, SECTION 303, REGARDING THE EAST RIDGE HOUSING COMMISSION (2nd Reading)**

City Attorney Litchford read the ordinance by caption.

City Attorney Litchford stated that since the ordinance was approved as written on first reading and amended on second reading, this will serve as the second reading of the amended ordinance.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Ordinance No. 1218.

There being no discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1218. Vice Mayor Tyler – yes, Councilmember Cagle – no, Councilmember Ezell – no, Councilmember Witt – yes, Mayor Williams – yes. Motion carried.

**New Business:****PUBLIC HEARING FOR ORDINANCE NO. 1220 – 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 1512 JOHN ROSS ROAD, TAX MAP #168N-K-037 FROM R-1 RESIDENTIAL DISTRICT TO R-2 DUPLEX DISTRICT**

City Attorney Litchford read the ordinance by caption.

Chief Building Official Howell stated that this request is to utilize an existing single-family dwelling unit as a short-term rental and reviewed the reasons the Planning Commission denied the request to rezone.

Richard Altman, owner of 1512 John Ross Road, stated that he has no intention of turning the house into a duplex. He stated he wants to rent the house as a short-term rental while traveling.

Brenda Pargeon, 3609 Glen Oaks Drive, expressed opposition to the rezoning.

Lori Forreider, 1802 Glen Oaks Terrace, expressed opposition to the rezoning.

Douglas McVey, 3634 Glen Oaks Drive, expressed opposition to the rezoning.

**ORDINANCE NO. 1220 – 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 1512 JOHN ROSS ROAD, TAX MAP #168N-K-037 FROM R-1 RESIDENTIAL DISTRICT TO R-2 DUPLEX DISTRICT (1<sup>st</sup> Reading)**

City Attorney Litchford read the ordinance by caption.

It was moved by Vice Mayor Tyler and seconded by Councilmember Ezell to deny Ordinance No. 1220.

Councilmember Cagle stated that the Regional Planning Agency application form states the request is for an owner-occupied short-term rental.

Richard Altman, owner of 1512 John Ross Road, stated that the property will only be rented while he is traveling and that he hired Camille Stone to manage the property.

Camille Stone stated that the Regional Planning Agency considers a house to be owner-occupied if the owner occupies the house more than half of the year.

Following further discussion, Mayor Williams asked for a roll call vote to deny Ordinance No. 1220. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**PUBLIC HEARING FOR ORDINANCE NO. 1222 – 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 AN UNADDRESSED PROPERTY, TAX MAP #169E-D-008, APPROXIMATELY 10.1 ACRES, FROM C-4 PLANNED COMMERCE CENTER DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT**

City Attorney Litchford read the ordinance by caption.

Chief Building Official Howell stated that this is a request to rezone approximately 10 acres in the Gateway Development to construct 68 single-family homes on zero-lot line parcels. Planning Commission approved the request to rezone.

Kenny Custer, 5726 Marlin Road, representing the applicant, was present to answer questions. He stated the applicant is seeking a downzoning from C-4 to RZ-1 and believes the request meets the transitional needs of the area. Mr. Custer reviewed a presentation for the project.

Jane Sharp, 6112 Schofield Ave, stated that she is not opposed to or in favor of the rezoning and asked for a public hearing with the developer to ask questions.

Councilmember Cagle questioned if apartments or townhomes could be built in the current C-4 zoning.

Chief Building Official Howell stated that the C-4 zoning district allows residential and commercial as long as there is a dedicated separate entrance.

Mayor Williams questioned if the restrictions on the lot lines would decrease the number of units to be built.

Mr. Custer stated that the RZ-1 zoning would allow the developer to utilize the lot line and the spacing between the homes to accommodate the number of homes that the developer would like to build.

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City Attorney Litchford read the ordinance by caption.

It was moved by Councilmember Ezell and seconded by Vice Mayor Tyler to approve Ordinance No. 1222.

Councilmember Witt asked if the second entrance would go through Lansdell Park.

Mr. Custer answered no.

Following further discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1222. Vice Mayor Tyler – yes, Councilmember Cagle – no, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried.

**PUBLIC HEARING FOR ORDINANCE NO. 1223 – 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 6419 MCCALL ROAD, TAX MAP #169E-D-005, FROM R-2 DUPLEX DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT**

City Attorney Litchford read the ordinance by caption.

Chief Building Official Howell stated this request is to rezone the last remaining parcel on McCall Road to be integrated into the Gateway Development mixed-use project. Planning Commission approved the request.

Kenny Custer, 5726 Marlin Road, representing the applicant, was present to answer questions. He stated the lot is vacant and the developer would like to tie the property into the development.

Jane Sharp, 6112 Schofield Ave, questioned if there will be an opportunity for residents to see a full presentation on the project.

Mayor Williams responded that there will not be another public hearing but there will be second reading, and citizens can provide comments during the Citizen Communications agenda item.

Mr. Custer stated he is willing to contact Ms. Sharp and provide more information.

**ORDINANCE NO. 1223 – 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 6419 MCCALL ROAD, TAX MAP #169E-D-005, FROM R-2 DUPLEX DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (1<sup>st</sup> Reading)**

City Attorney Litchford read the ordinance by caption.

It was moved by Vice Mayor Tyler and seconded by Councilmember Witt to approve Ordinance No. 1223.

Vice Mayor Tyler asked if there would be another entrance to the development.

Mr. Custer stated that the developer is still working on the design, but the goal is to keep everything internal to the development.

There being no further discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1223. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3685 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A VARIANCE TO SIGN ORDINANCE NO. 1028 FOR THE PROPERTY LOCATED AT 3611 RINGGOLD ROAD, TAX MAP # 168D-F-010**

City Attorney Litchford read the resolution by caption.

Chief Building Official Howell stated that the request is to allow two attached LED message center signs to be mounted to the building located at 3611 Ringgold Road, one facing Ringgold Road and one facing Germantown Road. Mr. Howell reviewed staff concerns.

Nolberto Ayala, 3611 Ringgold Road, stated that he does not have enough room to install a monument sign and would like to have the mounted signs to increase visibility.

It was moved by Councilmember Ezell and seconded by Councilmember Cagle to approve Resolution No. 3685.

Mayor Williams asked if signage can be placed on the building without a variance.

Chief Building Official Howell stated that a painted sign is allowed without a variance.

Following further discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3685. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – no, Mayor Williams – no. Motion carried.

**RESOLUTION NO. 3686 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ALLOWING THE EAST RIDGE OPTIMIST CLUB TO USE DICKERT POND AT CAMP JORDAN TO HOLD A FISHING RODEO AND WAIVE THE FEES FOR SUCH USAGE**

City Attorney Litchford read the resolution by caption.

Parks and Recreation Director Skiles stated that the East Ridge Optimist Club is requesting use of Dickert Pond on June 7, 2025, and that the fees be waived. Staff recommend waiving the fees.

It was moved by Councilmember Cagle and seconded by Councilmember Witt to approve Resolution No. 3686.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3686. Vice Mayor Tyler – abstain, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried.

**RESOLUTION NO. 3687 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ALLOWING THE EAST RIDGE OPTIMIST CLUB TO USE THE EAST RIDGE COMMUNITY CENTER AND THE CITY HALL FRONT PARKING LOT AND WAIVE THE FEES FOR SUCH USAGE**

City Attorney Litchford read the resolution by caption.

Parks and Recreation Director Skiles stated that the East Ridge Optimist Club is requesting the use of Parks and Recreation facilities from June 2025 to May 2026. Once the Community has reopened, the Optimist Club is requesting use of the facility for their monthly meetings. The Optimist Club is also requesting the use of the City Hall parking lot in November 2025 for a barbecue event. Staff recommend waiving the fees.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Resolution No. 3687.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3687. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3688 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE KITCHEN EQUIPMENT FOR VENUE 1921 AT EAST RIDGE**

City Attorney Litchford read the resolution by caption.

Human Resources Director Sinigaglio stated this item is to purchase kitchen equipment for Venue 1921 at East Ridge in the amount of \$42,507.83 through a pre-approved state contract with pre-negotiated discounted rates.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Resolution No. 3688.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3688. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3689 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE MONUMENT SIGN DESIGN FOR VENUE 1921 AT EAST RIDGE**

City Attorney Litchford read the resolution by caption.

City Manager Miller stated this is to approve the monument sign for Venue 1921 at East Ridge. Four options were submitted to Ortwein Signs, and they returned the four renderings presented. The approved design will also serve as the logo for Venue 1921 at East Ridge. Staff recommend Option A for approval.

It was moved by Councilmember Witt and seconded by Councilmember Ezell to approve Option A.

Councilmember Ezell asked about the colors for the sign.

City Manager Miller stated that the stone will be light brown, the letters will be light bronze, and the caulking will be light tan to match the stone.

There being no further discussion, Mayor Williams asked for a roll call vote to approve Option A as the sign design for Venue 1921 at East Ridge. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3690 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE PURCHASE OF LIABILITY, PROPERTY, AUTO, AND ERRORS & OMISSIONS INSURANCE FROM PUBLIC ENTITY PARTNERS**

City Attorney Litchford read the resolution by caption.

Finance Director Qualls stated that the City solicited proposals for liability, property, auto, and errors and omissions insurance coverage. Two proposals were submitted. Staff recommend keeping insurance coverage for these lines of coverage with Public Entity Partners.

It was moved by Vice Mayor Tyler and seconded by Councilmember Witt to approve Resolution No. 3690.

Following some discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3690. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3691 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE PURCHASE OF WORKERS' COMPENSATION INSURANCE FROM KEY RISK**

City Attorney Litchford read the resolution by caption.

Human Resources Director Sinigaglio stated that the City solicited proposals for workers' compensation insurance and is requesting Council approve the purchase of workers' compensation insurance from Key Risk.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Resolution No. 3691.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3691. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3692 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE PURCHASE OF CYBER INSURANCE FROM COALITION INSURANCE SOLUTIONS, INC.**

City Attorney Litchford read the resolution by caption.

Human Resources Director Sinigaglio stated that the City solicited proposals for commercial insurance lines and received one proposal for Cyber Insurance coverage. Staff is requesting Council approve the purchase of Cyber Insurance from Coalition Insurance Solutions, Inc.

It was moved by Vice Mayor Tyler and seconded by Councilmember Ezell to approve Resolution No. 3692.

Mayor Williams asked for a roll call vote to approve Resolution No. 3692. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

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City Attorney Litchford read the resolution by caption.

Chief Building Official Howell stated that this request is to support a mixed-use redevelopment project that includes demolishing the existing front motel building along Ringgold Road to construct a new retail strip center and converting the rear two motel buildings into an 80-unit apartment community. Planning Commission approved the request to rezone with conditions. The May 22, 2025, tentative agenda was discussed at the May 8, 2025, City Council meeting, at which time Councilmember Ezell recommended the minimum lease term be increased to a six-month minimum lease term.

Justing Cox, 7013 Levi Road, Hixon, TN, representing the applicant, was present to answer questions and reviewed a presentation of the project.

Councilmember Cagle asked if the only access would be from Ringgold Road.

Mr. Cox stated that the commercial access is from Ringgold Road and the residential access is from Mack Smith Road.

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City Attorney Litchford read the ordinance by caption.

It was moved by Councilmember Ezell and seconded by Councilmember Witt to approve Ordinance No. 1221.

Mayor Williams asked if the applicant is aware of and agrees to the six-month minimum rental term.

Mr. Cox confirmed they are aware of and agree to the minimum rental term.

Following further discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1221. Vice Mayor Tyler – yes, Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**Update on the FY2025-2026 Budget by the City Manager**

City Manager Miller stated that the Small Cities Coalition met last week. The reappraisals were submitted to the state on May 21, 2025. The state will sanction the reappraisals and notify Hamilton County of approval. At that time, the county will send out the certified tax rate to all the respective cities. The budget presented two weeks ago is based on a revenue neutral tax rate.

Finance Director Qualls stated that the budget ordinance to be presented at the next meeting states that the budget has been developed based on a revenue neutral property tax and that the governing body intends to adopt the certified tax rate when it becomes available.



**Discussion of Tentative Agenda for the June 12, 2025, City Council Meeting (see Attachment A)**

**Old Business**

**ORDINANCE NO. 1220 – 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 1512 JOHN ROSS ROAD, TAX MAP #168N-K-037 FROM R-1 RESIDENTIAL DISTRICT TO R-2 DUPLEX DISTRICT (2<sup>nd</sup> Reading)**

Mayor Williams stated that Ordinance No. 1220 failed on first reading and will be removed from the June 12, 2025 agenda.

**ORDINANCE NO. 1221 – 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 6510 RINGGOLD ROAD, TAX MAP #169L-M-017 AND TAX MAP #169L-M-017.01, FROM C-1 TOURISM COMMERCIAL DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (2<sup>nd</sup> Reading)**

No discussion.

**ORDINANCE NO. 1222 – 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 AN UNADDRESSED PROPERTY, TAX MAP #169E-D-008, FROM C-4 PLANNED COMMERCE CENTER DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT (2<sup>nd</sup> Reading)**

No discussion.

**ORDINANCE NO. 1223 – 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 6419 MCCALL ROAD, TAX MAP #169E-D-005, FROM R-2 DUPLEX DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT (2<sup>nd</sup> Reading)**

No discussion.

**New Business**

**ORDINANCE NO. 1224 – 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 3210 ARDIAN TRAIL, TAX MAP #168C-J-005, FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (1<sup>st</sup> Reading)**

Chief Building Official Howell stated this request is to accommodate the storage of school buses on the site.

**ORDINANCE NO. 1225 – AN ORDINANCE OF THE CITY OF EAST RIDGE, TENNESSEE, MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026 (1<sup>st</sup> Reading)**

City Manager Miller stated that this will be the first reading to adopt the FY2025-2026 Budget.

**ORDINANCE NO. 1226 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2025 OPERATING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1<sup>st</sup> Reading)**

Finance Director Qualls stated this will be the final budget amendment for the year.

**ORDINANCE NO. 1227 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 17, REFUSE AND TRASH DISPOSAL, CHAPTER 1, SECTION 122, OF THE EAST RIDGE MUNICIPAL CODE TO INCREASE THE SANITATION FEES**

City Manager Miller stated that the budget for FY2025-2026 proposes a \$24.00 per year increase in the sanitation fees to help offset an increase in the Transfer Station fee. The City also needs to replace one rear-end loader. The City has not increased the Sanitation Assessment Fee since 2003.

Councilmember Ezell asked if the increase is per can.

City Manager Miller stated that the increase is per can.

Councilmember Cagle requested the City send a letter to inform the citizens of the increase.

Vice Mayor Tyler asked how much it would cost to mail a letter to every resident and business.

City Manager Miller stated that would require notifying approximately 8,700 dwelling units and 400 commercial units.

Mayor Williams requested City Manager Miller to provide possible options for notifying citizens and an estimate of the cost.

**RESOLUTION NO. 3692 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, MEMORIALIZING AN APPOINTMENT BY COUNCILMEMBER ANDREA WITT TO FILL AN UNEXPIRED TERM ON THE EAST RIDGE BEER BOARD**

No discussion.

**Adjournment**

There being no further business, the May 22, 2025, Regular Meeting of the City Council of the City of East Ridge was adjourned at 8:00 p.m.

APPROVED:

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MAYOR

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CITY CLERK

**Summary Financial Statement of Revenues and Expenditures**  
**Apr-25**

<b>Unaudited</b>		<b>Spent YTD</b>			<b>83.33%</b>	
<b>FISCAL YEAR ENDING 06/30/2025</b>		<b>Year-To-Date by Amount</b>			<b>Variance</b>	
<b>Account</b>	<b>Description</b>	<b>BUDGET</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>YTD</b>	<b>Avg Yr %</b>
<b>110</b>						
<b>REVENUES</b>						
31100	Property Taxes	6,657,579	6,373,389	6,262,588	94.07%	83.33%
31200	Property Taxes (Delinquent)	500,000	209,540	418,023	83.60%	83.33%
31610	Local Sales Tax - Co. Trustee	4,740,000	3,505,859	3,574,646	75.41%	83.33%
31611	Incremental State Sales Tax	8,597,436	7,397,436	7,902,012	91.91%	83.33%
31710	Wholesale Beer Tax	440,000	354,775	333,323	75.76%	83.33%
31800	State Net Allocation	300,000	109,872	159,966	53.32%	83.33%
31810	Minimum Business Licenses	10,000	3,423	2,065	13.37%	83.33%
31824	Solicitors Permit	0	115	0	0.00%	83.33%
31827	5% State Commission	30,000	9,364	15,043	50.14%	83.33%
31912	Cable TV Franchise Tax	196,000	115,839	85,835	43.79%	83.33%
31961	Liens Collected by Trustee	25,000	28,374	30,544	122.18%	83.33%
32120	Wrecker Licenses	350	400	350	100.00%	83.33%
32200	Alcoholic Beverage Tax	240,000	206,039	193,708	80.71%	83.33%
32210	Beer Licenses & Etc.	9,500	7,454	6,605	69.53%	83.33%
32220	Liquor Licenses	3,500	450	2,550	72.86%	83.33%
32225	Fireworks Fees/Permits	3,000	5,000	3,200	106.67%	83.33%
32226	Annual Fireworks Permit Fee	300	500	100	33.33%	83.33%
32227	Vacation Rental Fee	0	0	501	0.00%	83.33%
32610	Building Permits	225,000	82,118	95,838	42.59%	83.33%
32615	Fire Preventions/Permits	1,000	1,835	2,185	218.50%	83.33%
32620	Electrical Permits	30,000	15,147	19,172	63.91%	83.33%
32630	Plumbing Permits	15,000	11,419	14,507	96.71%	83.33%
32640	Natural Gas Permits	2,000	1,784	1,014	50.68%	83.33%
32650	Excavating Permits	8,000	16,400	6,000	75.00%	83.33%
32660	Zoning Permits	3,000	4,050	1,650	55.00%	83.33%
32671	Regular Sign Permits	3,500	3,790	2,420	69.14%	83.33%
32672	Temporary Sign Permits	300	0	0	0.00%	83.33%
32690	Plan Review Fees	100	0	0	0.00%	83.33%
32691	Tree Trimming Permits	100	30	20	20.00%	83.33%
32905	Other Code Fees	28,000	16,460	9,048	32.32%	83.33%
32960	Yard Sale Permits	200	40	100	50.00%	83.33%
32990	Mechanical Permits	20,000	19,298	14,344	71.72%	83.33%
33191	Appropriation St. of TN	300,000	300,000	300,000	100.00%	83.33%
33410	Police In-Service	37,600	31,200	0	0.00%	83.33%
33420	Police Bonus Sup.	0	0	30,400	0.00%	83.33%
33430	Fire In-Service	24,800	0	22,400	90.32%	83.33%
33490	Police Retention	0	0	24,000	0.00%	83.33%
33510	State Sales Tax	2,754,000	2,013,269	2,055,013	74.62%	83.33%
33511	Telecom Sales Tax	5,000	3,606	3,579	71.57%	83.33%
33512	Sportsbetting	38,000	29,467	35,062	92.27%	83.33%
33513	Occuacity Tax	1,500	1,690	1,168	77.88%	83.33%
33515	State Tax/Telecom	500	0	1	0.01%	83.33%
33530	State Beer Tax	10,680	9,743	9,329	87.35%	83.33%
33540	State Mixed Drink Tax	110,000	95,023	95,176	86.52%	83.33%
33552	State City Streets	40,565	30,451	30,361	74.84%	83.33%
33591	TVA Gross Receipts	266,004	203,971	201,977	75.93%	83.33%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
33593	Corporate Excise Tax	6,000	1,386	430	7.16%	83.33%
34121	Clerks' Fees - Business Tax	2,000	1,895	1,505	75.25%	83.33%
34211	Accident Report Charges	2,000	1,438	1,751	87.54%	83.33%
34212	DL Reinstatement Fee	2,000	1,530	1,940	97.00%	83.33%
34221	Ridgeside Contract	121,268	97,170	101,057	83.33%	83.33%
34231	Police Services	1,000	882	3,668	366.77%	83.33%
34314	Mowing	9,800	0	0	0.00%	83.33%
34500	Donations New Shelter	5,000	4,080	2,560	51.20%	83.33%
34515	Rabies/Spay	500	240	0	0.00%	83.33%
34516	Registration	1,000	1,563	865	86.50%	83.33%
34517	Adoption	1,500	1,337	2,485	165.67%	83.33%
34518	Board & Impound Fees	1,000	560	410	41.00%	83.33%
34520	A/S Donations-Designated	1,000	300	1,676	167.60%	83.33%
34641	Indoor Soccer Income	188,760	180,396	198,883	105.36%	83.33%
34642	Community Center Income	43,000	38,340	35,364	82.24%	83.33%
34643	Outdoor Soccer Fees	81,320	83,970	89,274	109.78%	83.33%
34644	Baseball Fees	41,550	42,087	40,630	97.79%	83.33%
34645	Softball Fees	28,510	17,303	31,418	110.20%	83.33%
34646	Gate	30,000	41,806	24,794	82.65%	83.33%
34648	Adult League - Softball	30,000	28,615	29,890	99.63%	83.33%
34649	Concerts/Events	10,000	715	6,514	65.14%	83.33%
34651	Arena	145,000	116,437	129,379	89.23%	83.33%
34652	Pavilion Rental	22,000	17,376	14,646	66.57%	83.33%
34653	Track Rental	2,000	1,102	1,000	50.00%	83.33%
34654	Field Rental	62,000	50,390	67,940	109.58%	83.33%
34655	Amphitheater	16,000	11,536	7,517	46.98%	83.33%
34656	Concessions	50,000	43,218	58,473	116.95%	83.33%
34657	Overnight - Rv Rental	24,000	12,752	19,225	80.10%	83.33%
34658	Tournament Team Fees	4,000	3,290	1,719	42.98%	83.33%
34712	Sponsorship/Parks & Rec	5,000	4,650	12,830	256.60%	83.33%
34720	Football Gate	5,000	4,939	4,246	84.91%	83.33%
34751	Basketball Gate	20,000	17,433	17,459	87.30%	83.33%
34742	Basketball Player Fees	22,850	22,470	15,578	68.17%	83.33%
34743	Football Player Fees	23,530	21,063	31,945	135.76%	83.33%
34744	Photography	1,200	1,028	0	0.00%	83.33%
34745	Vending/Concessions	15,000	14,353	6,215	41.43%	83.33%
34746	Cheerleading	2,270	940	2,750	121.15%	83.33%
34747	Rent-Arena Equipment	25,000	20,567	43,023	172.09%	83.33%
34749	Soccer Field Rentals	80,000	63,811	80,037	100.05%	83.33%
34760	Library Charges	1,000	679	977	97.67%	83.33%
34761	Library - Copies	1,000	702	1,853	185.31%	83.33%
34794	C Center M. Fees	1,000	1,485	900	90.00%	83.33%
35100	Court Fines & Costs	325,000	258,904	271,742	83.61%	83.33%
35110	Forfeiture of Bond	0	7,500	0	0.00%	83.33%
35120	Public Defender Fees	0	0	0	0.00%	83.33%
35150	Diversion Filing	0	0	0	0.00%	83.33%
36100	Interest Earnings	6,500	8,460	45,241	696.02%	83.33%
36211	Rent - Cell Tower	12,925	40,771	10,771	83.33%	83.33%
36310	Sale of Land	0	0	18,000	0.00%	83.33%
36330	Sale Of Equipment	10,000	3,974	3,609	36.09%	83.33%
36350	Insurance Recoveries	50,000	57,234	64,521	129.04%	83.33%

FISCAL YEAR ENDING 06/30/2025					Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
36901	Pipes/Culverts	3,000	1,824	904	30.13%	83.33%
36902	Damages- Traffic C.	0	0	0	0.00%	83.33%
36903	Christmas Parade	600	595	550	91.67%	83.33%
36905	Police - Sale of Surplus	15,000	15,863	0	0.00%	83.33%
36906	Fire - Sale of Surplus	5,000	36,766	0	0.00%	83.33%
36990	Miscellaneous Revenues	25,000	13,099	2,565	10.26%	83.33%
36992	Hamilton County	0	0	0	0.00%	83.33%
37200	AHO - Fines/Court Costs	0	0	622	0.00%	83.33%
	Use of Fund Balance	0		0	0.00%	83.33%
	<b>Total Revenues</b>	<b>27,265,597</b>	<b>22,639,447</b>	<b>23,477,166</b>	<b>86.11%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
41000	General Government	1,410,855	1,197,150	1,271,361	90.11%	83.33%
41100	Administrative	1,186,508	838,441	919,520	77.50%	83.33%
41111	City Council	119,117	76,100	80,330	67.44%	83.33%
41210	Municipal Court	430,074	290,042	323,650	75.25%	83.33%
41520	City Attorney	136,875	86,365	86,501	63.20%	83.33%
41800	Buildings & Grounds Maintenance	354,585	201,850	280,099	78.99%	83.33%
41900	City Hall Complex	56,500	41,076	52,361	92.67%	83.33%
42100	Police	2,627,428	1,958,456	2,194,382	83.52%	83.33%
42121	Criminal Investigation	962,325	565,674	831,942	86.45%	83.33%
42123	Patrol	2,728,973	2,383,855	2,563,564	93.94%	83.33%
42125	School Resource	349,475	122,584	1,979,941	56.65%	83.33%
42125	Traffic Division	356,976	123,726	23,938	6.71%	83.33%
42200	Fire Department	4,532,341	3,128,463	3,831,784	84.54%	83.33%
42400	Building/Planning/Zoning	663,399	476,436	463,937	69.93%	83.33%
43110	Highway And Street	582,500	490,227	410,202	70.42%	83.33%
43120	Traffic Control & Street Markers	310,121	340,492	246,766	79.57%	83.33%
43170	Transfer Station/Brush Pit/Fleet	12,100	13,603	29,615	243.75%	83.33%
44140	Animal Control	375,709	257,311	323,582	86.13%	83.33%
44410	Parks and Recreation	1,169,777	869,066	905,437	77.40%	83.33%
44420	Multi-Purpose Recreation Bldg	324,649	212,627	261,982	80.70%	83.33%
44430	Community Center	302,548	244,877	204,757	67.68%	83.33%
44450	McBrien Complex	1,200	863	4,293	357.75%	83.33%
44610	Soccer - Recreation	69,400	58,688	76,345	110.01%	83.33%
44620	Soccer - Indoor	108,200	110,256	97,811	90.40%	83.33%
44630	Baseball/Softball	83,400	76,230	54,564	65.42%	83.33%
44640	Football/Cheer	26,550	18,466	29,757	112.08%	83.33%
44650	Adult Softball	39,250	27,737	38,935	99.20%	83.33%
44700	Basketball	29,050	24,281	15,245	52.48%	83.33%
44800	Libraries	296,906	201,709	221,760	74.69%	83.33%
44810	History Museum	560	600	1,073	191.56%	83.33%
46500	Community Development Programs	10,000	3,863	0	0.00%	83.33%
47200	Economic Development	8,829,193	6,380,315	6,030,495	68.30%	83.33%
49100	Debt Service	106,720	96,013	0	0.00%	83.33%
49400	Capital Projects - Transfer Out	276,657	0	0	0.00%	83.33%
	<b>Total Expenditures</b>	<b>28,869,921</b>	<b>20,917,438</b>	<b>23,855,930</b>	<b>76.46%</b>	<b>83.33%</b>
<b>Total</b>	<b>General Fund</b>		<b>1,722,009</b>	<b>1,403,186</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>121 State Street Aid</b>						
<b>REVENUES</b>						
33450	State Grant - TIP Funds	0	1,847	0	0.00%	83.33%
33460	State Grant - HIP Funds	234,000	12,773	6,302	2.69%	83.33%
33550	2017 Gas Tax Improve	200,000	129,656	144,306	72.15%	83.33%
33551	State Gasoline And Motor Fuel Tax	570,000	424,421	422,480	74.12%	83.33%
33558	City Transport Mod Tax (Electric)	1,000	1,241	20,979	2097.85%	83.33%
36100	Interest Earnings	200	158	26	13.19%	83.33%
36330	Sale of Equipment	0	0	0	0.00%	83.33%
	Use of Fund Balance	294,038	78,138	0	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>1,299,238</b>	<b>648,235</b>	<b>594,094</b>	<b>59.10%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
43190	State Street Aid	1,299,238	648,235	197,889	13.94%	83.33%
	<b>Total Expenditures</b>	<b>1,299,238</b>	<b>648,235</b>	<b>197,889</b>	<b>13.94%</b>	<b>83.83%</b>
<b>Total</b>	<b>State Street Aid Fund</b>	<b>0</b>	<b>0</b>	<b>396,205</b>		



FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>122 Grant Fund</b>						
<b>REVENUES</b>						
33109	CSX Transportation Grant - 2022	0	0	0	0.00%	83.83%
33111	PEP Cyber Security Grant	0	0	1,900	0.00%	83.83%
33114	TML Driver Safety Grant	4,000	3,000	2,000	50.00%	83.83%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	83.83%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	83.83%
33493	TML Safety Grant	3,000	0	667	22.23%	83.83%
36100	Interest Earnings	0	1	1	0.00%	83.83%
36420	Police Traffic Safety Grant	0	0	0	0.00%	83.83%
36421	TN AM Grants	0	1,000	1,000	0.00%	83.83%
36423	Animal Foundation Grants	425	425	0	0.00%	83.83%
36711	Safety Conservation Grant	4,000	0	4,000	100.00%	83.83%
36920	THS089-Police	10,000	0	8,607	86.07%	83.83%
36921	Homeland Security - Police	0	0	0	0.00%	83.83%
36922	Homeland Security - Fire	0	0	0	0.00%	83.83%
36925	Violent Crime Intervention Grant	0	123,322	0	0.00%	83.83%
	Use of Fund Balance	6,575	71,468	19,862	0.00%	83.83%
	<b>Total Revenues and Other Sources</b>	<b>29,000</b>	<b>199,216</b>	<b>38,037</b>	<b>81.05%</b>	<b>83.83%</b>
<b>EXPENDITURES</b>						
43150	Grants	29,000	199,216	38,037	131.16%	83.33%
	<b>Total Expenditures</b>	<b>29,000</b>	<b>199,216</b>	<b>38,032</b>	<b>131.16%</b>	<b>83.33%</b>
<b>Total</b>	<b>Grant Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>126 DOJ Forfeiture Fund</b>						
<b>REVENUES</b>						
33197	Federal/State Grants	20,000	0	7,295	36.40%	83.33%
	Use of Fund Balance	0	0	0	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>20,000</b>	<b>0</b>	<b>7,295</b>	<b>36.40%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
42127	Drug/Law Enforcement	20,000	0	50	0.03%	83.33%
	<b>Total Expenditures</b>	<b>20,000</b>	<b>0</b>	<b>50</b>	<b>28.11%</b>	<b>83.33%</b>
<b>Total</b>	<b>Drug Investigation Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		



FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>127 Drug Fund</b>						
<b>REVENUES</b>						
33197	Federal/State Grants	10,000	6,175	6,789	67.89%	83.33%
33560	Seized/Awarded by State	35,000	44,302	12,843	36.70%	83.33%
35200	Drug Fines	20,000	12,661	22,035	110.18%	83.33%
35400	Sale of Confiscated Property	0	0	0	0.00%	83.33%
36990	Misc. Revenues	0	500	0	0.00%	83.33%
	Use of Fund Balance	139,402	0	15,791	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>204,402</b>	<b>63,638</b>	<b>57,459</b>	<b>64.11%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
42129	Drug Investigation and Control	204,402	15,453	57,459	28.11%	83.33%
	<b>Total Expenditures</b>	<b>204,402</b>	<b>15,453</b>	<b>57,459</b>	<b>28.11%</b>	<b>83.33%</b>
<b>Total</b>	<b>Drug Investigation Fund</b>	<b>0</b>	<b>48,185</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>130 Economic Development Fund</b>						
<b>REVENUE</b>						
31611	Inc. Sales Tax (BR)	8,779,193	6,260,218	5,484,590	62.47%	83.33%
33191	Direct App. - State	0	0	0	0.00%	83.33%
36100	Interest Earnings	0	31	0	0.00%	83.33%
	Transfer In	0	0	0	0.00%	83.33%
	Use of Fund Balance	0	0	0	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>8,779,193</b>	<b>6,260,249</b>	<b>5,484,590</b>	<b>62.47%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
	Economic Development	6,787,697	5,188,698	5,484,590	80.80%	83.33%
	Debt Payment	1,991,496	1,071,520	0	0.00%	83.33%
	<b>Total Expenditures</b>	<b>8,779,193</b>	<b>6,260,218</b>	<b>5,484,590</b>	<b>78.00%</b>	<b>83.66%</b>
<b>Total</b>	<b>Economic Development Fund</b>	<b>0</b>	<b>31</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>131 Solid Waste Fund</b>						
<b>REVENUES</b>						
33190	FEMA/TEMA 2021	0	0	0	0.00%	83.33%
34415	Delinquent Fees	0	0	0	0.00%	83.33%
34416	Sanitation Fees	1,580,200	1,470,907	1,483,646	93.89%	83.33%
34418	Extra Cans	1,500	1,350	1,380	92.00%	83.33%
34420	Dumpster Rentals	9,000	4,240	5,900	65.56%	83.33%
34422	Recycling - Transfer Station	4,000	3,743	4,181	104.53%	83.33%
34426	Sale Of Mulch	100	44	137	137.00%	83.33%
34430	Refuse Collection And Disposal	2,500	656	773	30.92%	83.33%
36330	Sale of Equipment	0	0	0	0.00%	83.33%
36350	Insurance Recoveries	0	0	0	0.00%	83.33%
	Use of Fund Balance	44,296	175,025	0	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>1,641,596</b>	<b>1,655,966</b>	<b>1,496,017</b>	<b>93.66%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
43200	Solid Waste	1,641,596	1,655,966	1,370,484	83.48%	83.33%
	<b>Total Expenditures</b>	<b>1,641,596</b>	<b>1,655,966</b>	<b>1,370,484</b>	<b>83.48%</b>	<b>83.33%</b>
<b>Total</b>	<b>Solid Waste Fund</b>	<b>0</b>	<b>0</b>	<b>125,533</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>212 Debt Service Fund</b>						
<b>REVENUES</b>						
31920	Room Occupancy Tax	750,000	600,228	676,497	90.20%	83.33%
36100	Interest Earnings	50,000	89,155	92,517	185.03%	83.33%
37940	Transfer In	2,336,157	1,401,000	0	0.00%	83.33%
	Use of Fund Balance	0	0	618,357	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>3,136,157</b>	<b>2,090,383</b>	<b>1,387,371</b>	<b>24.52%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
49111	Camp Jordan - Phase Two - 2020	144,525	144,230	126,948	87.84%	83.33%
49114	Refunding Bond Issue - 2021	681,963	837,263	78,481	11.51%	83.33%
49300	Series 2022 Bond Issue	725,717	490,772	624,267	86.02%	83.33%
49310	2015 - Exit One/Capital Projects	206,813	208,875	206,813	100.00%	83.33%
49320	Capital Projects - Series 2024	604,324	0	151,311	25.04%	83.33%
49410	Public Safety Capital Outlay Note	0	0	0	0.00%	83.33%
49411	Public Safety Capital Outlay Note	0	0	0	0.00%	83.33%
49412	Public Safety - Lease Purchase	43,795	0	43,795	100.00%	83.33%
49413	Public Safety - Capital Outlay Note	105,508	102,041	102,227	96.89%	83.33%
49414	Public Safety - Lease Purchase	53,530	53,530	53,530	100.00%	83.33%
	<b>Total Expenditures</b>	<b>2,566,175</b>	<b>1,836,710</b>	<b>1,387,371</b>	<b>54.06%</b>	<b>83.33%</b>
<b>Total</b>	<b>TML Loan Fund</b>	<b>569,982</b>	<b>253,672</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>341 Capital Improvement Fund</b>						
<b>REVENUES</b>						
33113	LPRF 2024 - C. CENTER	600,000	0	77,150	12.86%	83.33%
33120	2015 Multi Modal	0	776,988	0	0.00%	83.33%
36100	Interest	0	0	294,224	0.00%	83.33%
36421	TN Am Water Grant	0	0	0	0.00%	83.33%
36915	Bond Proceeds	12,000,000	2,289,244	1,186,650	9.89%	83.33%
36990	Misc. Revenues	0	0	6,000	0.00%	83.33%
36992	Hamilton County	1,000,000	0	0	0.00%	83.33%
37940	Operating Transfers - Other Funds	276,657	0	0	0.00%	83.33%
	Use of Fund Balance	1,209,319	650,065	2,338,658	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>15,085,976</b>	<b>3,716,297</b>	<b>3,902,682</b>	<b>11.27%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
41100	Administrative	15,500	0	10,855	70.03%	83.33%
41800	Bldg/Grounds Maint.	400,000	284,859	209,942	52.49%	83.33%
41900	City Hall Complex	0	0	15,497	0.00%	83.33%
41920	Multi Purpose Pavillion	6,000,000	142,544	1,527,311	25.46%	83.33%
43110	Multi Modal Project	400,000	2,695,605	436,810	109.20%	83.33%
43121	N. Mack Smith	4,500,000	246,781	100,187	2.23%	83.33%
43122	Resurfacing Projects	937,976	1,800	25,911	2.76%	83.33%
43126	Spring Creek Project	0	0	106,939	0.00%	83.33%
44410	Parks & Recreation	1,440,000	46,248	1,283,872	89.16%	83.33%
44421	Splash Pad/Playground	0	0	0	0.00%	83.33%
44423	Dog Park - Town Center	0	0	0	0.00%	83.33%
44424	Animal Shelter Building	0	213,292	0	0.00%	83.33%
44425	Dickert Pond Pier	10,000	52,623	9,957	99.57%	83.33%
44426	Fuel Tank-Public Safety	125,000	0	0	0.00%	83.33%
44430	C Center Upgrad	1,200,000	12,545	151,930	12.66%	83.33%
44450	McBrien Complex	7,500	0	7,500	100.00%	83.33%
46511	Community Development	50,000	20,000	15,971	31.94%	83.33%
	<b>Total Expenditures</b>	<b>15,085,976</b>	<b>3,716,297</b>	<b>3,902,682</b>	<b>25.87%</b>	<b>83.33%</b>
<b>Total</b>	<b>Capital Projects Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>410 ARPA Fund</b>						
<b>REVENUES</b>						
37940	Transfer In	0	0	0	0.00%	83.33%
	Use of Fund Balance	436,171	1,466,133	969,252	0.00%	83.33%
	<b>Total Revenues and Other Sources</b>	<b>436,171</b>	<b>1,433,133</b>	<b>969,252</b>	<b>0.00%</b>	<b>83.33%</b>
<b>EXPENDITURES</b>						
44424	Animal Shelter Facility	0	839,594	969,252	0.00%	83.33%
46490	Stormwater Projects - Ringgold Road	436,171	626,539	0	0.00%	83.33%
	<b>Total Expenditures</b>	<b>436,171</b>	<b>1,466,133</b>	<b>969,252</b>	<b>222.22%</b>	<b>83.33%</b>
<b>Total</b>	<b>Capital Projects Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		

## ORDINANCE NO. 1221

### AGENDA MEMORANDUM

#### REZONE

Date: June 12th, 2025

Submitted by:



Michael Howell, Chief Building Official

#### SUBJECT:

On April 14, 2025, Camille Stone from Source Stone Management submitted a petition to the East Ridge Planning Commission to rezone the property located at 6510 Ringgold Road (Tax Map ID# 169L-M-017 and Tax Map ID#169L-M-017.01) from C-1 Tourism Commercial District to C-4 Planned Commerce Center District.

The East Ridge Planning Commission recommended approving the request to rezone with the following conditions:

#### UPDATE:

**During the discussion of the tentative agenda on May 8th, Councilman Ezell requested that the conditions placed on the rezoning, particularly item 17, be extended to a minimum of six-month leases. The April 14th Planning Commission minutes reflect that a minimum three-month lease was approved by the Planning Commission members.**

1. A screened trash enclosure shall be installed in a location approved by the Building Official.
2. Off-street parking shall be re-striped and upgraded to meet current parking requirements, including ADA-compliant spaces.
3. Separate and exclusive pedestrian entrances and exits for permanent residents shall be provided, other than those or in addition to those used for access to the principal commercial area, and provided that separate and exclusive parking areas for use by the permanent residents shall be perpetually maintained.

4. Perimeter landscaping shall be installed adjacent to residential use. Type B (20ft) landscaping buffer required to provide visual screening from the proposed residential apartments. Properties zoned commercial and manufacturing to the east, if the landscaping buffer to the cannot be met, then a privacy fence 6 feet in height must be installed.
5. To break up expansive asphalt, no parking space can be more than sixty feet (60) from a tree.
6. Ends of all interior parking bays that contain ten (10) contiguous parking spaces shall be bordered on both sides by a landscaping island.
7. Ends of all perimeter parking bays shall be boarded by a landscaping peninsula.
8. Parking requirements for residential use are to follow the amended C-4 parking requirements within the Ringgold Road Corridor. One space
9. The building's exterior shall be rehabilitated with paint, design treatments consistent with the Architectural Design Requirements of the City of East Ridge and approved by the Review Committee before a building permit is issued.
10. There shall be no deviations from the design renderings provided to the Planning Commission/City Council for the proposed commercial buildings, except for interior square footage.
11. The applicant shall obtain all necessary permits and bring all structures into full compliance with current building, fire, electrical, plumbing, and mechanical codes.
12. A fire suppression system (sprinklers) and monitored fire alarm system shall be installed and approved by the Fire Marshal before occupancy.
13. Units and common areas shall comply with ADA standards for accessible design, including ADA-compliant A & B residential units.
14. On-Site Management Required: A full-time, on-site property manager shall be provided. Management contact information must be posted at the front entrance and provided to the city.



15. The applicant shall submit a security plan to the East Ridge Police Department for review and approval. The plan shall include:

- a. Surveillance cameras at all entrances/exits and in parking areas.
- b. Controlled access entry systems if feasible.
- c. Exterior security lighting

16. Lighting. All outdoor lighting shall be downcast and shielded to prevent glare or spillover onto adjacent properties.

17. The site shall not be used for hotels, motels, short-term rentals, or transitional housing purposes, and all units shall be rented as permanent housing with a six (6)-month rental minimum.

18. Each unit shall be limited to occupants based on the square footage as outlined in the adopted codes of the City of East Ridge, unless otherwise approved by the Building Official.

19. An eighteen-month moratorium will be placed on the operation of the motels. The front motel building will be demolished and replaced with commercial spaces. Simultaneously, work will begin by converting one of the motel buildings into apartments, while the second building will continue operating as a motel to generate income. Once the first motel conversion is completed, the second motel building will be converted within an eighteen-month (18) time limit.

20. Prior to occupancy, the building shall pass all final inspections and receive a certificate of occupancy from the City of East Ridge.

21. The property shall be subject to annual review by City staff for a period of two (2) years. Continued issues may result in enforcement action or revocation of occupancy approvals.

## ORDINANCE NO. 1221

### **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 6510 RINGGOLD ROAD, TAX MAP #169L-M-017 AND TAX MAP #169L-M-017.01, FROM C-1 TOURISM COMMERCIAL DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT**

**WHEREAS**, Camille Stone, Source Stone Management, petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 6510 Ringgold Road, Tax Map #169L-M-017 and Tax Map #169L-M-017.01, from C-1 Tourism Commercial District to C-4 Planned Commerce Center District. The property is more particularly described as follows:

*Lot 2, Days Inn Subdivision, Plat Book 95, Page 70, ROHC, Deed Book 11641, Page 968, ROHC. Tax Map 169L-M-017*

*And*

*Lot 3, Days Inn Subdivision, Plat Book 14, Page 5, ROHC, Deed Book 10862, Page 489, ROHC. Tax Map 169L-M-017.01*

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this petition on April 14, 2025, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

**WHEREAS**, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on April 14, 2025; and

**WHEREAS**, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that they will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

**WHEREAS**, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

**WHEREAS**, the East Ridge City Council held a public hearing on May 22, 2025, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 6510 Ringgold Road, Tax Map #169L-M-017 and Tax Map #169L-M-017.01, from C-1 Tourism Commercial District to C-4 Planned Commerce Center District, for uses consistent with such zoning.

Section 2. A screen trash enclosure shall be installed in a location approved by the Building Official.

Section 3. Off-street parking shall be re-striped and upgraded to meet the current parking requirements, including ADA-compliant spaces.

Section 4. Separate and exclusive pedestrian entrances and exits for permanent residents shall be provided, other than those or in addition to those used for access to the principal commercial area, and provided that separate and exclusive parking areas for use by the permanent residents shall be perpetually maintained.

Section 5. Perimeter landscaping shall be installed adjacent to residential use. Type B (20 ft) landscaping buffer is required to provide visual screening from the proposed residential apartments. Properties zoned commercial and manufacturing to the east, if the landscaping buffer cannot be met, then a privacy fence six (6) feet in height must be installed.

Section 6. No parking space can be more than sixty (60) feet from a tree.

Section 7. Ends of all interior parking bays that contain ten (10) contiguous parking spaces shall be bordered on both sides by a landscaping island.

Section 8. Ends of all perimeter parking bays shall be bordered by a landscaping peninsula.

Section 9. Parking requirements for residential use are to follow the amended C-4 parking requirements within the Ringgold Road Corridor.

Section 10. The building's exterior shall be rehabilitated with paint, design treatments consistent with the Architectural Design Requirements of the City of East Ridge and approved by the Review Committee before a building permit is issued.

Section 11. There shall be no deviations from the design renderings provided to the Planning Commission and City Council for the proposed commercial buildings, except for interior square footage.

Section 12. The applicant shall obtain all necessary permits and bring all structures into full compliance with current building, fire, electrical, plumbing, and mechanical codes.

Section 13. A fire suppression system and monitored fire alarm system shall be installed and approved by the East Ridge Fire Marshal before occupancy.

Section 14. Units and common areas shall comply with ADA standards for accessible design, including ADA-compliant A & B residential units.

Section 15. A full-time, on-site property manager shall be provided. The management's contact information must be posted at the front entrance and provided to the City.

Section 16. The applicant shall submit a security plan to the City of East Ridge Police Department for review and approval. The plan shall include:

- a. Surveillance cameras at all entrances / exits and in parking areas.
- b. Controlled access entry systems in feasible.
- c. Exterior security lighting.

Section 17. Outdoor lighting shall be downcast and shielded to prevent glare or spillover onto adjacent properties.

Section 18. The site shall not be used for hotels, motels, short-term rentals, or transitional housing purposes and all units shall be rented as permanent housing with a six (6)-month rental minimum.

Section 19. Each unit shall be limited to occupants based on the square footage as outlined in the adopted codes of the City of East Ridge, unless otherwise approved by the Building Official.

Section 20. An eighteen-month moratorium will be placed on the operation of the motels. The front motel building will be demolished and replaced with commercial spaces. Simultaneously, work will begin by converting one of the motel buildings into apartments, while the second building will continue operating as a motel. Once the first motel conversion is completed, the second motel building will be converted within an eighteen (18)-month time limit.

Section 21. Prior to occupancy, the building shall pass all final inspections and receive a certificate of occupancy from the City of East Ridge.

Section 22. The property shall be subject to annual reviews by City staff for a period of two (2) years. Continued issues may result in enforcement action or revocation of occupancy approvals.

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

Approved on First Reading \_\_\_\_\_, 2025

Approved on Second Reading \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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

(1) Download and fill out this form.  
(2) Sign the application digitally (or print, sign, and scan).  
(3) Either print the completed form and bring it to the Development Resource Center OR email it to rezoningapplications@chattanooga.gov



# APPLICATION

## ZONING

- ☒ Rezoning
- ☐ Lift/Amend Conditions

## SPECIAL PERMIT

- ☐ New PUD
- ☐ PUD Amendment
- ☐ PUD Abandonment
- ☐ Special Permit (i.e. SWMH, Cell Tower, B&B, Special Event Facility)

Justin Cox

Owner

Applicant Name Affiliation

02/25/2025

Case Number Date Filed PC Meeting Date

**CORRESPONDENCE** All correspondence related to this application should be directed to the approved contact listed below.

- ☒ Property Owner ☐ Applicant ☐ Project Surveyor ☐ Engineer ☐ Architect/Landscape Architect

Justin Cox

6510 Ringgold Rd Corp.

Name Company

6510 Ringgold Rd Chattanooga TN 37412

Address justin@signaturegroupllc.us

Phone Email

(423)260-8899

**CURRENT PROPERTY INFO**

Justin Cox 6510 Ringgold Rd, Chattanooga, TN 37412 (423)260-8899

Property Owner Name (if different) Property Owner Address Property Owner Phone

justin@signaturegroupllc.com

Email

6510 Ringgold Rd, Chattanooga, TN 37412 169LM017 & 169LM017.01 1.37

Requested Property Address Property Tax Map No. Total Acres in Request Area

**COMMUNITY ENGAGEMENT**

RPA strives to provide community members with information about upcoming cases in a variety of ways. In addition to posting public notice signs, our agency encourages applicants to provide information and offer opportunities for dialogue related to their upcoming case(s) such as hosting community meetings prior to the Planning Commission meeting.

**ZONING REQUEST**☒ Zoning Change**C-1****C-4**

Current Zone:

Proposed Zone:

☐ Proposed Conditions

List (use separate document if necessary)

☐ Septic ☐ Sewer ☐ Decentralized Sewer System

Reason for Zone Change

**Changing from hotel to retail space & apartment community**

(use separate document if necessary)

**Hotel****80****1.37**

Current Land Use

Proposed # of Units

Total Acreage

**LIFT/AMEND COND.**☐ Lift Conditions

List Condition # (include separate document if necessary)

☐ Amend Conditions

List Condition # (include separate document if necessary)

☐ Ordinance & Case Number #

Reason for Lift/Amend Conditions Request

Total Acreage

**SPECIAL PERMIT**☐ New PUD☐ PUD Amendment☐ PUD Abandonment☐ Special Permit

Type: \_\_\_\_\_

☐ Proposed Conditions

List (use separate document if necessary)

☐ Septic ☐ Sewer ☐ Decentralized Sewer System

Reason for Request

(use separate document if necessary)

Current Land Use

Proposed # of Units

Total Acreage

## AUTHORIZATION

☒ I declare under penalty of perjury the foregoing is true and correct:

1) He/she/they is the owner of the property or has submitted a property owner authorization form AND 2) The application and all associated materials are being submitted with his/her/their consent.

*Justin Cox*

Justin Cox

02/25/2025

Applicant Signature

Please Print

Date

(423)260-8899

justin@signaturegroupllc.us

Phone Number

Email

Property Owner Signature

Print

Date

Property Owner Signature

Print

Date

Property Owner Signature

Print

Date

Property Owner Signature

Print

Date

Note. If more than 4 property owners are applying, use the bottom of the page or submit a separate document with all the signatures and dates.

## STAFF USE ONLY

### CHECKLIST

- ☐ Application    ☐ Narrative    ☐ Site Plan    ☐ Property Cards    ☐ Deeds    ☐ Plats
- ☐ Application Fee:    ☐ Cash    ☐ Credit    ☐ Check
- ☐ Notice Signs    Number of Signs:

Municipality:

Planning District:

Neighborhood:

City Council District:

County Commission District:

Other District:

Application Processed By:

Staff Recommendation:

PC Action/Date:

Legislative Action/Date/Ordinance:





## Zoning Change Application Form

<b>CASE NUMBER: 2025-0068</b>		<b>Date Submitted: 02/17/2025</b>	
Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed			
<b>1 Applicant Request</b>			
Rezone From: C-1		Rezone To: C-4	Total acres in request area: 1.37
<b>2 Applicant Requested Conditions</b>		Yes:	No: <input checked="" type="checkbox"/>
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>			
None			
<b>4 Property Information</b>			
Property Address: 6510 Ringgold Rd		Property Tax Map Number: 169L-M-017 & 017.01	
<b>5 Proposed Development</b>			
Reason for request/Project description:		Changing from hotel to retail space & apartment community	
<b>6 Site Characteristics</b>			
Current Use:		Hotel	
Adjacent Uses:		Residential/Commercial	
<b>7 Applicant Information</b>			
Name: Justin Cox			
Address (street, city, state, zip): 6510 Ringgold Rd, East Ridge, TN 37412			
Phone: 423-260-8899		Email: justin@signaturegrouppllc.us	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input checked="" type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.			
<b>8 Property Owner Information</b> Only fill out this section if applicant is <b>not</b> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
<b>9 Applicant Signature and Consent</b>			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
<b>Office Use Only:</b>			
<b>Checklist</b>			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 2		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8	City Council District: 0		
PC meeting date: April 14, 2025	Application processed by: Jennifer Ware		
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

**Chattanooga-Hamilton County Regional Planning Agency**  
**PLANNING COMMISSION STAFF REPORT**

**CASE NUMBER:** 2025-0068

**APPLICANT:** Justin Cox

**PROPERTY OWNER:** Justin Cox

**PROPERTY ADDRESS:** 6510 Ringgold Road

**TAX MAP PARCEL ID:** 169L-M-017 & 017.01

**JURISDICTION:** East Ridge

**SIZE OF PROPERTY:** 1.37 acres

**REQUEST:** Rezone from C-1 to C-4 to convert an existing hotel into a mixed-use development with retail and apartments.

**PROPERTY DESCRIPTION**

**EXISTING LAND USE**

Hotel

**SURROUNDING LAND USES**

North: Commercial

East: Commercial

South: Residential

West: Commercial

**NATURAL RESOURCES**

N/A

**ZONING**

**ZONING HISTORY**

- There is no recent zoning history for the site.
- Case 2019-0119, rezoned 1509 McDonald Rd from R-1 to C-2 District with conditions:
  1. The developer will construct a six-foot privacy fence or a privacy fence and berm equal to six feet and the height of the building will be restricted to two stories.
- Case 2022-0023 rezoned 1503 & 1509 McDonald Rd from C-1 and C-2 to M-3 with conditions:
  1. No outdoor storage of any materials, including boats, RV's, vehicles, trailers, etc. is permitted on the properties.
  2. The properties including all structures shall conform to and adhere to the City's architectural design standards.

**ZONE DISTRICT  
COMPATIBILITY**

**USE**

Single-Family Residential

Multi-Family Residential

Commercial

Office

Institutional

Lodging

**DEVELOPMENT STANDARDS**

Lot Size

Setbacks

Building Height

**CURRENT C-1 DISTRICT**

☐

☐

☒

☐

☒

☒

**CURRENT C-1 DISTRICT**

N/A

Front: 25'

Side: 10'

Rear: 25' against R-1, R2, R-3, R-55, RZ-1, or RT-1

No building shall exceed in height the shortest distance from building to nearest boundary of a Residential district

**CURRENT C-4 DISTRICT**

☐

☒

☒

☒

☒

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**CURRENT C-4 DISTRICT**

N/A

Front: 25'

Side: 10' abutting residential zone

Rear: 25' abutting residential zone

No portion of any structure shall project through imaginary planes leaning inward from lot lines at an angle of 45 degrees, nor

necessitate an increase in established glide angles or raise elevations of established turning circles in relation to any airport, contingent upon FAA approval.

## DISCUSSION OF STAFF RECOMMENDATION

- |   |  |                                       |   |
|---|--|---------------------------------------|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <input type="checkbox"/> See Comments | <b>COMPATIBILITY WITH ADJACENT LAND USES</b><br>The surrounding land uses are a mix of residential, office, and commercial uses.  |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | <input type="checkbox"/> See Comments | <b>COMPATABILITY WITH DEVELOPMENT FORM</b><br>The surrounding development form is single-family dwellings to the south and commercial development to the east and west along Ringgold Rd. |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | <input type="checkbox"/> See Comments | <b>CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT</b><br>The proposed multi-family uses are similar to the existing hotel use so there are no nuisance concerns.                        |

## Rezoning Request Narrative

**Subject Property:** Stay Express, 6510 Ringgold Rd

**Current Zoning:** C-1

**Requested Zoning:** C-4

To the City of East Ridge Planning Commission and City Council,  
We are requesting a rezoning of the property located at 6510 Ringgold Rd from C-1 (Commercial Use Only) to C-4 Zoning to support our plan of converting the existing hotel into a modern apartment community with integrated retail space. This transformation will allow for the responsible redevelopment of the site while addressing key housing and economic needs within East Ridge.

### **The Need for Mixed-Use Zoning**

Under its current C-1 commercial designation, the property is restricted to transient lodging and other commercial uses that do not support long-term residential stability. However, our proposed development aims to create a more sustainable, community-driven space by introducing a mix of one-bedroom and efficiency apartments alongside retail spaces. This shift requires mixed-use zoning to legally accommodate both residential and commercial purposes on the property.

### **Benefits to the Neighborhood & City**

#### **✓ Stabilizing the Neighborhood with Vetted, Long-Term Residents**

Currently, as a hotel, the property operates with a high turnover of transient guests, which can contribute to noise, instability, and potential safety concerns for the neighboring residential community. By transitioning to apartments, the property will attract long-term tenants who are invested in the community, fostering a safer and more connected environment.

#### **✓ Reducing Traffic & Noise Concerns**

Unlike a hotel, which sees constant vehicle movement at all hours, an apartment community will drastically reduce short-term traffic congestion. Residents will have predictable, daily routines, leading to less disruption in surrounding neighborhoods.

#### **✓ Addressing Housing Demand in East Ridge**

With Chattanooga's rapid growth, the demand for quality, affordable housing has increased. By providing modern, efficient living spaces, we help meet this demand while ensuring East Ridge continues to grow in a controlled, planned manner.

#### **✓ Boosting the Local Economy with Retail Spaces & Tax Revenue**

Unlike the current hotel model, which primarily benefits out-of-town visitors, a mixed-use development will serve local residents and businesses. The addition of retail space creates opportunities for small businesses, restaurants, and essential services, encouraging economic growth while increasing property tax and sales tax revenues for the city.

✓ **Enhancing Property Values & Community Appeal**

Converting the hotel into a professionally managed apartment community ensures that the property is well-maintained and purposefully integrated into the neighborhood. The improved appearance, security, and addition of retail amenities will have a positive impact on surrounding property values, benefiting both residents and the city as a whole.

The requested rezoning to C-4 is essential for the successful and sustainable redevelopment of this property. Our plan aligns with the city's long-term vision for responsible growth, economic vitality, and enhanced community living. By approving this request, the City of East Ridge has the opportunity to replace a transient-use property with a vibrant, thriving apartment community that benefits both residents and local businesses.

We appreciate your consideration and look forward to working together to bring a positive transformation to this property and the greater East Ridge community.

Sincerely,

*Justin Cox*

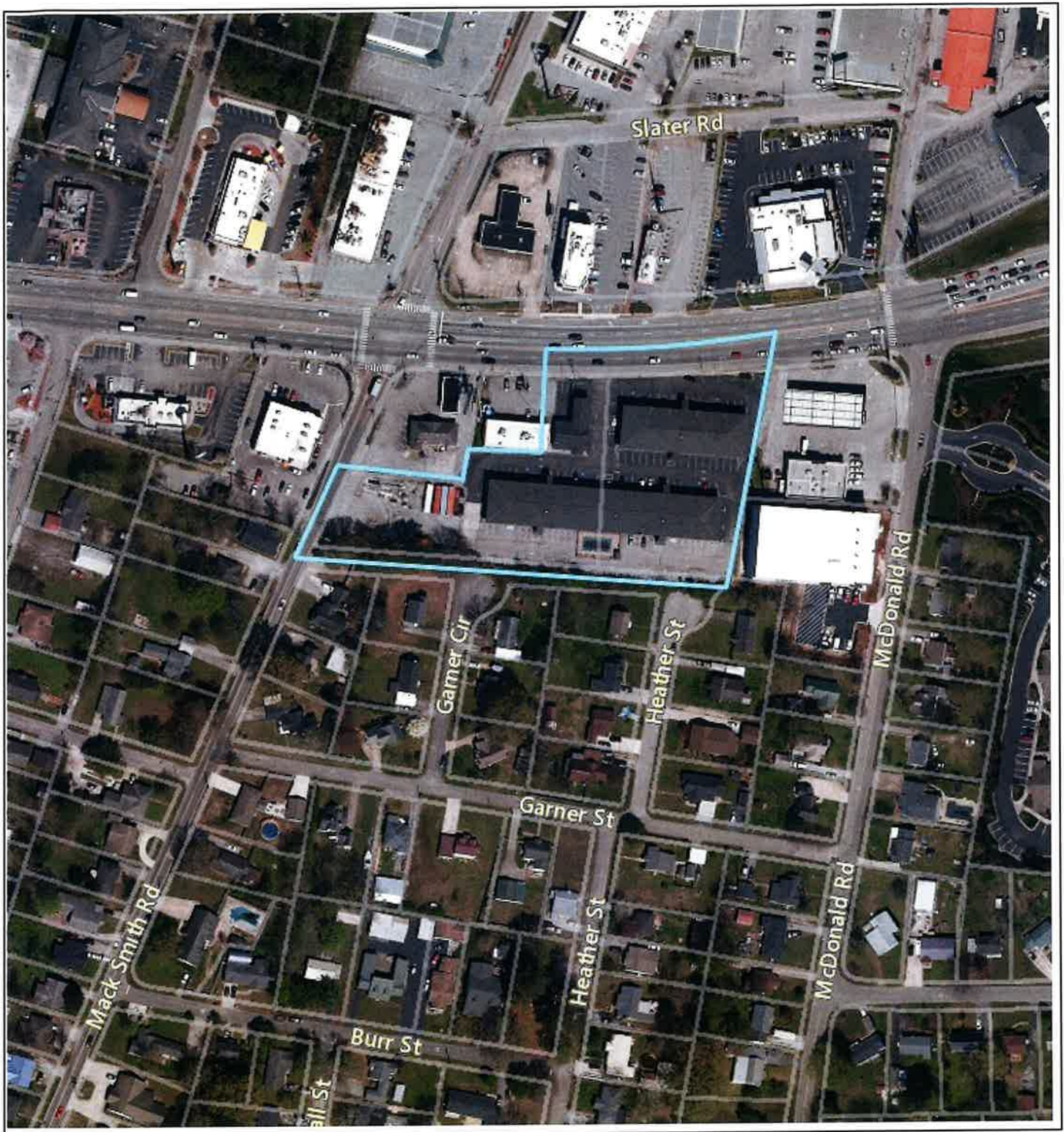
(423)260-8899

## 2025-0068 Rezoning from C-1 to C-4





# 2025-0068 Rezoning from C-1 to C-4





HOTEL	1.25 SPACES / ROOM
PARKING RATIO	143
TOTAL ROOMS	179 SPACES
PARKING REQUIRED	164 SPACES
PARKING PROVIDED	
OFFICE	8 SPACES
PARKING REQUIRED	8 SPACES
PARKING PROVIDED	
EXISTING RETAIL	2,970SF
PARKING REQUIRED	15 SPACES
PARKING PROVIDED	

TOTAL PARKING 186 SPACES

#### DISCLAIMER

The plans submitted as part of this application are for informational purposes only and do not constitute a contract. The applicant warrants that the information provided is true and accurate to the best of their knowledge. The applicant warrants that the information provided is true and accurate to the best of their knowledge. The applicant warrants that the information provided is true and accurate to the best of their knowledge.

BASIS OF BEARINGS:  
DB 3704, Pg 707

RINGGOLD ROAD PROPERTIES, LLC  
40207/306

DOG PARK

UNIMPROVED STREET (30' R/W)

PROJECT NAME

6510 RINGGOLD

ISSUING DATE

6510 RINGGOLD SITE PLAN

PROJECT ADDRESS

NO. A1.0

DATE

12 JUNE 2024

SCALE: 1" = 20'-0"

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# Modern Retail Space for Lease

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6510 Ringgold Road, East Ridge, TN 37412



# Modern Retail Space for Lease

6510 Ringgold Road, East Ridge, TN 37412

## Suites Available

**Suite #1:** 2,300 SF w/ Drive Thru

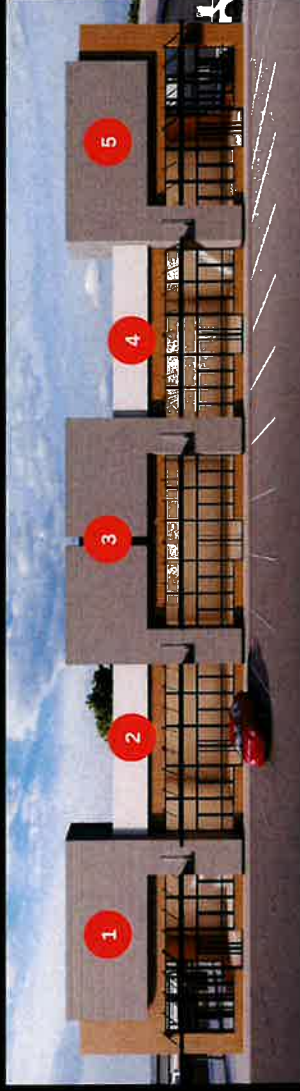
**Suite #2:** 1,550 SF

**Suite #3:** 2,300 SF

**Suite #4:** 1,550 SF

**Suite #5:** 2,300 SF

*\*Suites can be expanded if needed to fit a specific tenant layout*



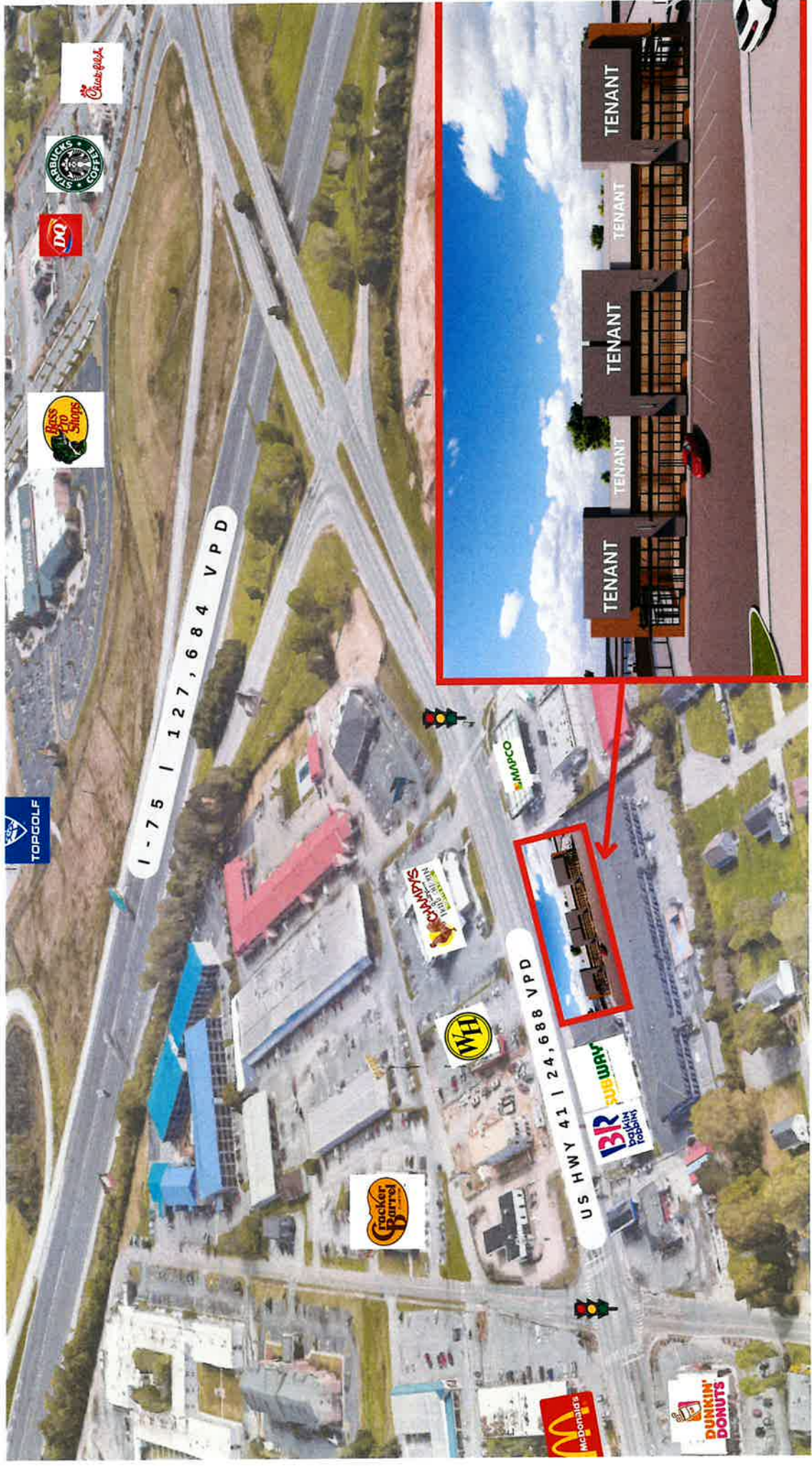
Oliver Smith Realty and Development Company is pleased to present a modern 10,000 SF strip center coming soon located directly off of I-75. This center will consist of five (5) suites ranging in desirable sizes for tenants or businesses looking to expand. Three (3) suites will be 2,300 SF, and suite #1 will feature a drive-thru. The remaining two (2) spaces will be 1,500 SF. **Pricing will start at \$40 PSF + an estimated \$7 NNN, this will be a vanilla shell delivery with HVAC set of the roof. The landlord will offer a \$30 PSF TI allowance.**

The center will be replacing a current hotel structure, and the remaining hotel rooms behind the site will be converted into Class-B apartments that will serve the East Ridge community. There will be ample amount of parking out front the storefronts, as well as shared parking with the apartment community in the rear of the building.









**ORDINANCE NO. 1222**

**AGENDA MEMORANDUM**

**REZONE**

Date: June 12th, 2025

Submitted by:



Michael Howell, Chief Building Official

**SUBJECT:**

On April 14, 2025, Mitch Martino with Sterling Holdings submitted a petition to the East Ridge Planning Commission to rezone an Unaddressed Property (Tax Map ID#169E-D-008) from C-4 Planned Commerce Center District to RZ-1 Zero Lot Line Residential District.

The request to rezone would be to utilize 10 +/- acres within The Gateway Development as a residential subdivision with a proposed 68 zero lot line residential homes.

The East Ridge Planning Commission recommended approving the request to rezone.

## ORDINANCE NO. 1222

### **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 AN UNADDRESSED PROPERTY, TAX MAP #169E-D-008, APPROXIMATELY 10.1 ACRES, FROM C-4 PLANNED COMMERCE CENTER DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT**

**WHEREAS**, Mitch Martino with Sterling Holdings, LLC, petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of a portion of a certain Unaddressed Property, Tax Map #169E-D-008, consisting of approximately 10.1 acres as set forth in that certain site map dated February 24, 2025, by engineer Scott Caldwell (CDE Project No. 2401218) attached hereto as Exhibit A in incorporated herein by reference, from C-4 Planned Commerce Center District to RZ-1 Zero Lot Line Residential District. The property is more particularly described as follows:

*Lot 1, Gateway Subdivision, Plat Book 130, Page 116, being the property described in Deed Book 11692, Page 848, ROHC. Tax Map 169E-D-008*

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this petition on April 14, 2025, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

**WHEREAS**, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on April 14, 2025; and

**WHEREAS**, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that they will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

**WHEREAS**, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

**WHEREAS**, the East Ridge City Council held a public hearing on May 22, 2025, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone a portion of the Unaddressed

Property located at Tax Map #169E-D-008, consisting of approximately 10.1 acres in the area set forth in Exhibit A attached hereto, from C-4 Planned Commerce Center District to RZ-1 Zero Lot Line Residential District, for uses consistent with such zoning. All other portions of said property shall remain C-4 Planned Commerce Center District.

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

Approved on First Reading \_\_\_\_\_, 2025

Approved on Second Reading \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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





## Zoning Change Application Form

<b>CASE NUMBER: 2025-0051</b>		<b>Date Submitted: 2/17/2025</b>					
Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed							
<b>1 Applicant Request</b>							
Rezone From: C-4		Rezone To: RZ-1	Total acres in request area: 10.1				
<b>2 Applicant Requested Conditions</b>		Yes:	No: <input checked="" type="checkbox"/>				
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>							
N/A							
<b>4 Property Information</b>							
Property Address: Unaddressed Property in the Unit Block of Stadium Way		Property Tax Map Number: 169E-D-008					
<b>5 Proposed Development</b>							
Reason for request/Project description:		Single Family Housing					
<b>6 Site Characteristics</b>							
Current Use:		Undeveloped					
Adjacent Uses:		70					
<b>7 Applicant Information</b>							
Name: Mitch Martino with Sterling Holdings							
Address (street, city, state, zip): 5726 Marlin Dr Suite 515 Chattanooga, TN 37411							
Phone: 423-443-1801		Email: mmartino@mustangdevelopment.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input checked="" type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.							
<b>8 Property Owner Information</b> Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name:							
Address (street, city, state, zip):							
Phone:		Email:					
<b>9 Applicant Signature and Consent</b>							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
<b>Office Use Only:</b>							
<b>Checklist</b>							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$635	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 4					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8		City Council District: 0					
PC meeting date: East Ridge		Application processed by: Jennifer Ware					
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			



**Chattanooga-Hamilton County Regional Planning Agency**  
**PLANNING COMMISSION STAFF REPORT**

**CASE NUMBER:** 2025-0051

**APPLICANT:** Mitch Martino, Sterling Holdings

**PROPERTY OWNER:** Sterling Holdings, LLC

**PROPERTY ADDRESS:** Unaddressed  
 Property in the Unit Block  
 of Stadium Way

**TAX MAP PARCEL ID:** 169E-D-008

**JURISDICTION:** East Ridge

**SIZE OF PROPERTY:** 10 acres

**REQUEST:** Rezone from C-4 Planned Commerce Center District to RZ-1 Zero Lot Line Residential District for single-family housing.

**PROPERTY DESCRIPTION**

**EXISTING LAND USE**

Commercial under construction

**SURROUNDING LAND USES**

North: Mixed-Use under construction

East: I-75

South: Single-Unit & Two-Unit Residential

West: Single-Unit & Multi-Unit Residential

**ACCESS**

Stadium Way

**TRANSPORTATION**

Stadium Way is a local street. There is no public transit access to the subject property.

**PROPOSED RESIDENTIAL DENSITY**  
 6.8 du/ac (68 units)

**ADJACENT RESIDENTIAL DENSITY**  
 ~2 du/ac for the single-unit residential dwellings west of the site & 17 du/ac (128 units) for the apartments west of the site

**NATURAL RESOURCES**

The site is in the 100-year floodplain.

**ZONING**

- ZONING HISTORY**
- Case 2019-0081 rezoned the site from R-1, R-2, and C-2 to C-4 for a multi-use development consisting of retail, residential, and commercial uses.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT C-4 DISTRICT	PROPOSED RZ-1 DISTRICT
	Single-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Zero Lot Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Warehouse/Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT C-4 DISTRICT	PROPOSED RZ-1 DISTRICT
	Lot Size	N/A	2,625 sf
	Lot Width	N/A	35'
	Setbacks	Front: 25' Side: 10' abutting residential zone Rear: 25' abutting residential zone	Front: 25' Side: 10' Rear: 25'
	Building Height	No portion of any structure shall project through	2 ½ stories or 35'

imaginary planes  
 leaning inward  
 from lot lines at an  
 angle of 45  
 degrees, nor  
 necessitate an  
 increase in  
 established glide  
 angles or raise  
 elevations of  
 established  
 turning circles in  
 relation to any  
 airport, contingent  
 upon FAA  
 approval.

## DISCUSSION OF STAFF RECOMMENDATION

☒ Yes    ☐ No    ☐ See Comments

### COMPATIBILITY WITH ADJACENT LAND USES

The surrounding land uses are a mix of residential, office, and commercial uses.

☐ Yes    ☐ No    ☐ See Comments

### COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of suburban residential development, with single-family dwellings constructed within a subdivision, and a sporadic mix of apartments, offices, and schools along Spring Creek Rd. North of the property is undeveloped land which falls within the protected floodway, and east of the property across I-75 is open space and a multi-use recreational facility. The request for a residential subdivision is compatible with the development form.

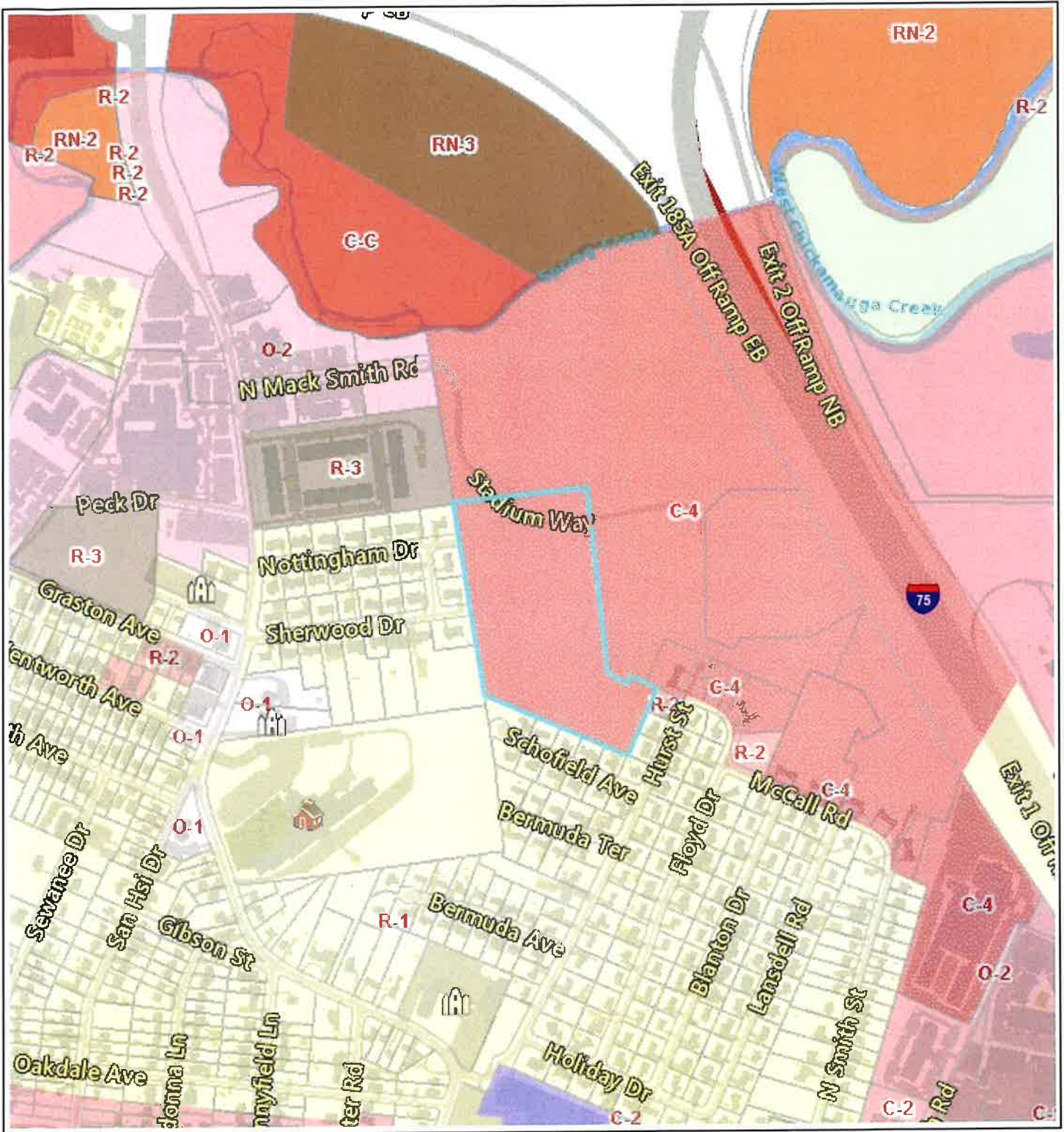
☐ Yes    ☒ No    ☐ See Comments

### CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

There are no nuisance concerns. The request is a downzone.

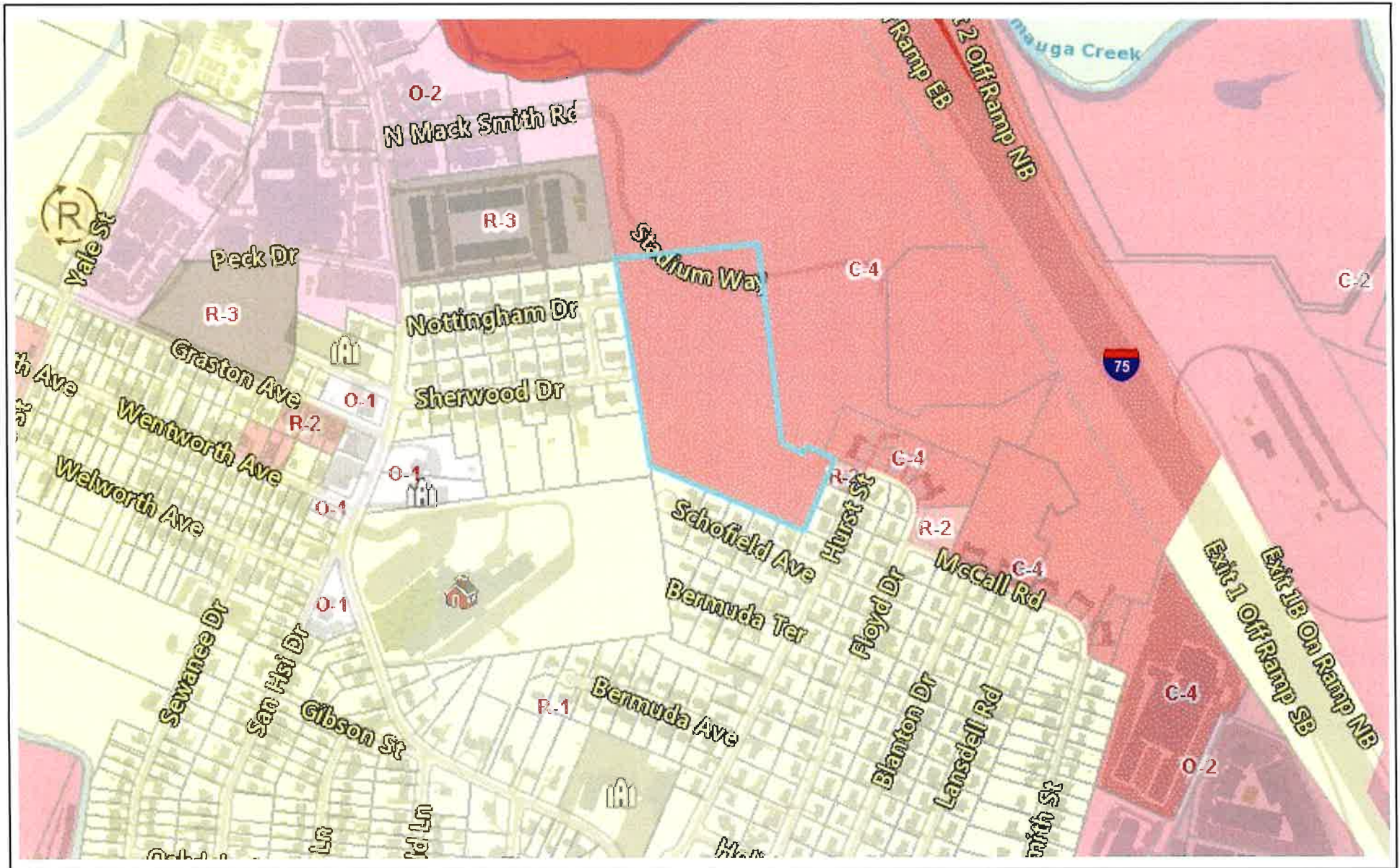
We are requesting to rezone the +/- 10.1 acre section of Parcel 169E D 008, which is depicted in the siteplan, from C4 to RZ-1. The rezone will allow for transitional zoning as parcels to the West are R-1 and R-3 and C-4 to the East. The edge of the parcel is adjacent to the Spring Creek Elementary parcel making it a nice option for families looking for single family homes. By doing this rezoning we will be able to introduce new single family housing inventory into the area which is not an option in the current zoning.

# 2025-0051 Rezoning from C-4 to RZ-1



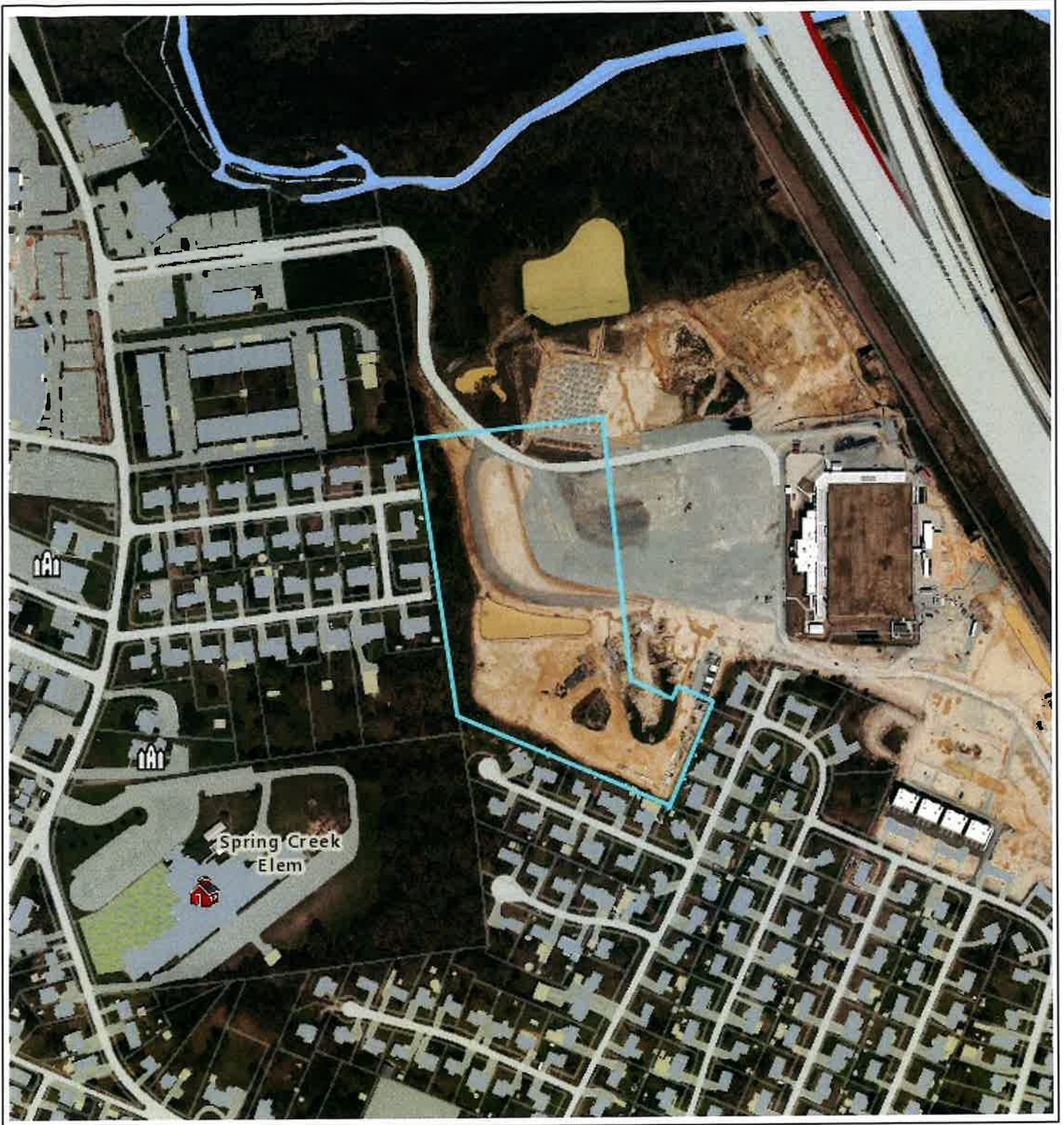


## 2025-0051 Rezoning from C-4 to RZ-1





# 2025-0051 Rezoning from C-4 to RZ-1

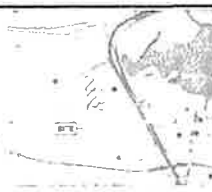




## 2025-0051 Rezoning from C-4 to RZ-1



**STRENGTHS AND LIMITATIONS**

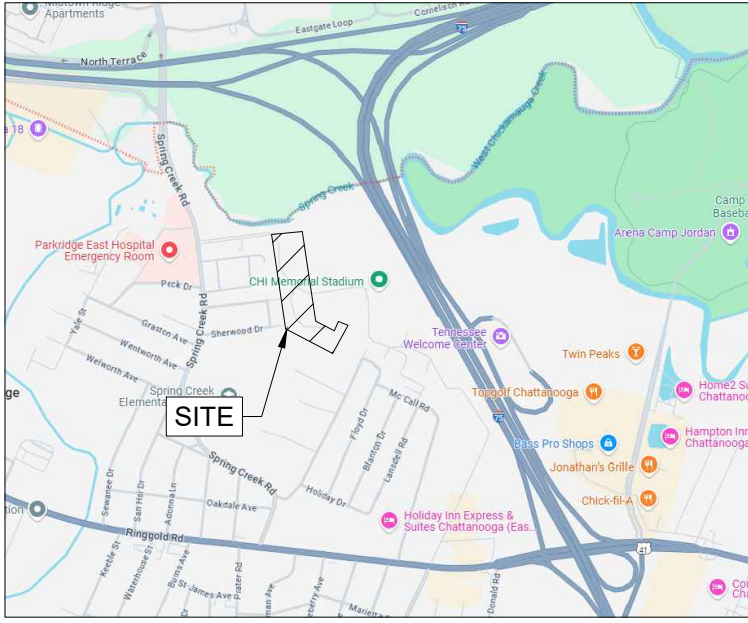
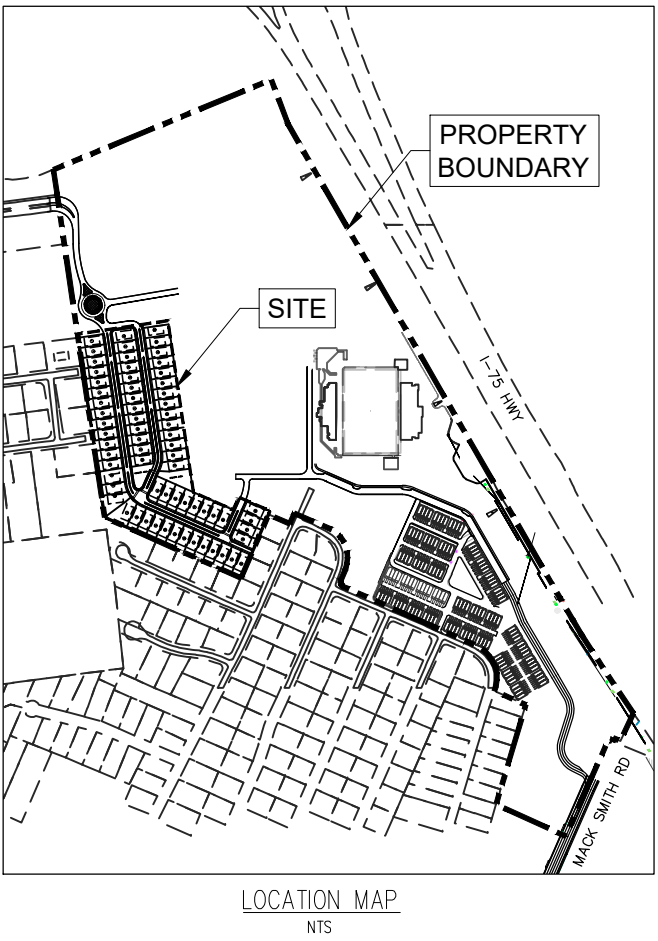
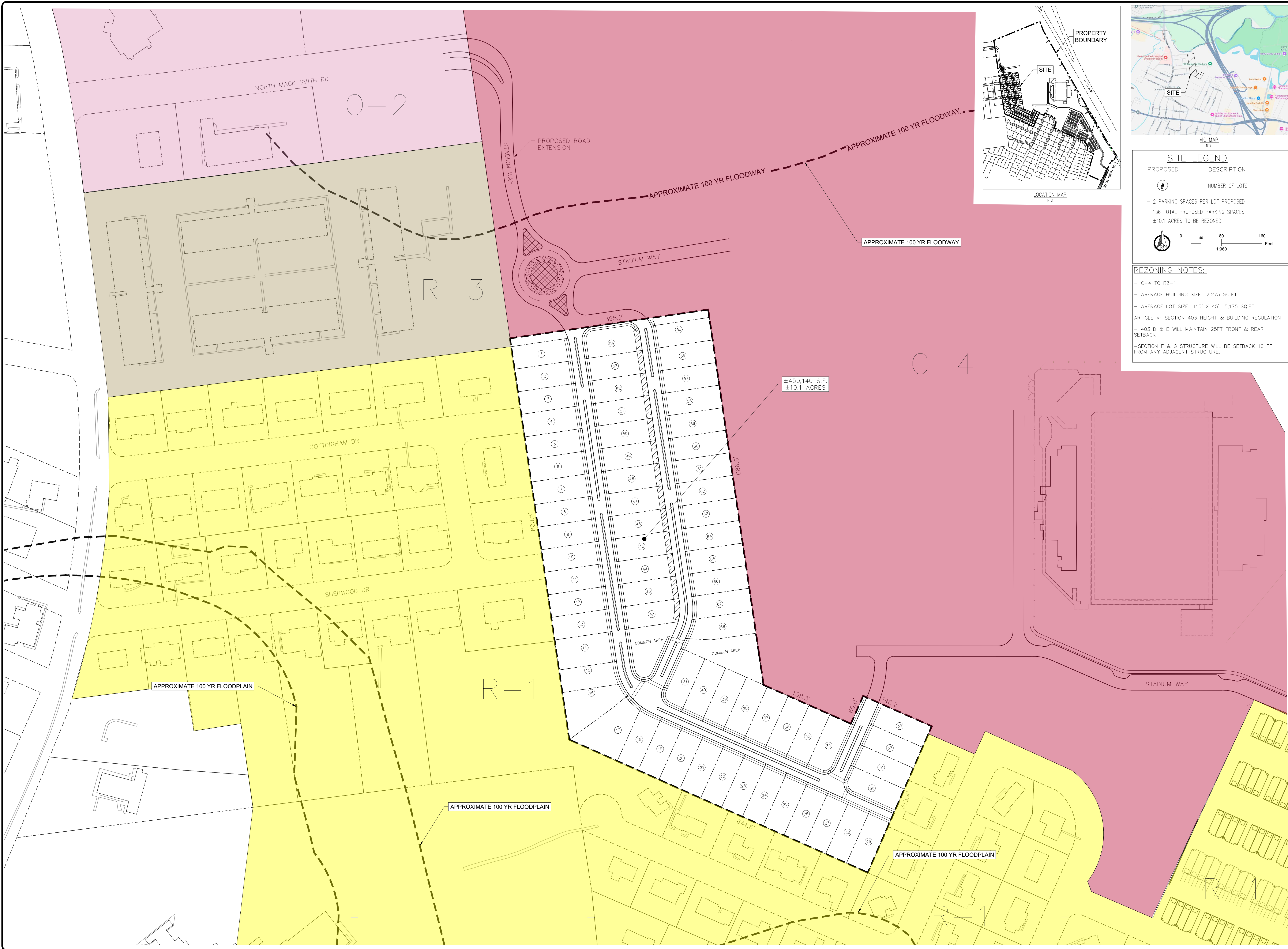


**CALDWELL**  
Design & Fabrications  
10000 Quince Lane, Ste. 100  
Dallas, TX 75243  
Tel: 214/343-1100  
Fax: 214/343-1101  
www.caldwell-usa.com


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**MAGNOLIA  
REZONING**





**SITE LEGEND**

PROPOSED	DESCRIPTION
#	NUMBER OF LOTS
- 2 PARKING SPACES PER LOT PROPOSED	
- 136 TOTAL PROPOSED PARKING SPACES	
- ±10.1 ACRES TO BE REZONED	

0 40 80 160  
1:960 Feet

**REZONING NOTES:**

- C-4 TO RZ-1
- AVERAGE BUILDING SIZE: 2,275 SQ.FT.
- AVERAGE LOT SIZE: 115' X 45'; 5,175 SQ.FT.

ARTICLE V: SECTION 403 HEIGHT & BUILDING REGULATION

- 403 D & E WILL MAINTAIN 25FT FRONT & REAR SETBACK

-SECTION F & G STRUCTURE WILL BE SETBACK 10 FT FROM ANY ADJACENT STRUCTURE.

CALDWELL  
Design & Engineering  
1000 Highway 100, Suite 100  
Caldwell, TN 37024  
C: 423.715.9757 | W: 423.336.6817

STAR COMMUNITY BUILDERS

MAGNOLIA RESIDENTIAL DEVELOPMENT  
EAST RIDGE, TN 37408

REVISIONS	DATE

SCOTT CALDWELL  
REGISTERED ENGINEER  
No. 12245  
EXPIRATION DATE: 12-24-2025  
STATE OF TENNESSEE

DRAWN	SDC
CHECKED	SDC
DATE	2-24-2025
SCALE	SEE PLANS
CDE-PROJECT # 2401218	
SHEET NAME	
MAGNOLIA REZONING	
SHEET NUMBER	
—	

CIVIL ENGINEER

DEVELOPER

PROJECT



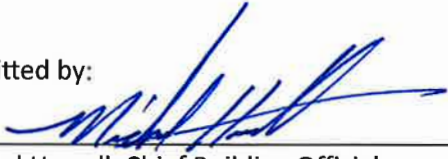
**ORDINANCE NO. 1223**

**AGENDA MEMORANDUM**

**REZONE**

Date: June 12th, 2025

Submitted by:

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

Michael Howell, Chief Building Official

**SUBJECT:**

On April 14, 2025, Mitch Martino with Sterling Holdings petitioned the East Ridge Planning Commission to rezone the property located at 6419 McCall Road (Tax Map ID#169E-D-005) from R-2 Duplex District to C-4 Planned Commerce Center District.

This is the last remaining parcel on McCall Road zoned R-2; parcels adjacent to 6419 McCall are currently zoned C-4.

The East Ridge Planning Commission recommended approving the request to rezone.

## **ORDINANCE NO. 1223**

### **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 6419 MCCALL ROAD, TAX MAP #169E-D-005, FROM R-2 DUPLEX DISTRICT TO C-4 PLANNED COMMERCE CENTER DISTRICT**

**WHEREAS**, Mitch Martino with Sterling Holdings, LLC, petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of the property located at 6419 McCall Road, Tax Map #169E-D-005, from R-2 Duplex District to C-4 Planned Commerce Center District. The property is more particularly described as follows:

*Lot C, Lansdell Addition, Plat Book 18, Page 79, ROHC, Deed Book 13471, Page 811, ROHC. Tax Map 169E-D-005*

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this petition on April 14, 2025, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

**WHEREAS**, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on April 14, 2025; and

**WHEREAS**, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that they will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

**WHEREAS**, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

**WHEREAS**, the East Ridge City Council held a public hearing on May 22, 2025, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 6419 McCall Road, Tax Map #169E-D-005, from R-2 Duplex District to C-4 Planned Commerce Center District, for uses consistent with such zoning.

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

Approved on First Reading \_\_\_\_\_, 2025

Approved on Second Reading \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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



# Zoning Change Application Form

<b>CASE NUMBER: 2025-0052</b>		<b>Date Submitted: 02/17/2025</b>	
Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed			
<b>1 Applicant Request</b>			
Rezoned From: R-2		Rezoned To: C-4	Total acres in request area: 0.565
<b>2 Applicant Requested Conditions</b>		Yes:	No: <input checked="" type="checkbox"/>
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>			
None			
<b>4 Property Information</b>			
Property Address: 6419 McCall Rd		Property Tax Map Number: 169E-D-005	
<b>5 Proposed Development</b>			
Reason for request/Project description:		Acquired parcel to be added to the Gateway Mixed Used Development	
<b>6 Site Characteristics</b>			
Current Use:		Vacant	
Adjacent Uses:		Residential	
<b>7 Applicant Information</b>			
Name: Mitch Martino with Sterling Holdings			
Address (street, city, state, zip): 5726 Marlin Dr Suite 515 Chattanooga, TN 37411			
Phone: 423-443-1801		Email: mmartino@mustangdevelopment.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input checked="" type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.			
<b>8 Property Owner Information</b> Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
<b>9 Applicant Signature and Consent</b>			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: See Submitted Application		Date:	
<b>Office Use Only:</b>			
<b>Checklist</b>			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$635	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 2		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8	City Council District: 0		
PC meeting date: East Ridge	Application processed by: Jennifer Ware		
Staff Recommendation :	PC Action/Date:	Legislative Action/Date/Ordinance:	

**Chattanooga-Hamilton County Regional Planning Agency**  
**PLANNING COMMISSION STAFF REPORT**

**CASE NUMBER:** 2025-0052

**APPLICANT:** Mitch Martino, Sterling Holdings

**PROPERTY OWNER:** Mitch Martino, Sterling Holdings

**PROPERTY ADDRESS:** 6419 McCall Road

**TAX MAP PARCEL ID:** 169E-D-005

**JURISDICTION:** East Ridge

**SIZE OF PROPERTY:** 0.5 acres

**REQUEST:** Rezone from R-2 Residential Duplex District to C-4 Planned Commerce Center District to add property to the Gateway Mixed Use Development.

**PROPERTY DESCRIPTION**

**EXISTING LAND USE**

Vacant Land

**SURROUNDING LAND USES**

North: Two-Family Residential & Mixed-Use under construction

East: Mixed-Use under construction

South: Single-Family Residential

West: Single-Family Residential

**ACCESS**

McCall Rd

**TRANSPORTATION**

Stadium Way is a local street. There is no public transit access to the subject property.

**PROPOSED RESIDENTIAL DENSITY**

N/A

**ADJACENT RESIDENTIAL DENSITY**

~2 du/ac for the single-unit residential dwellings west of the site & 17 du/ac (128 units) for the apartments west of the site

**NATURAL RESOURCES**

The site is in the 100-year floodplain.

**ZONING**

**ZONING HISTORY**

- Case 2019-0081 rezoned the adjacent site from R-1, R-2, and C-2 to C-4 for a multi-use development consisting of retail, residential, and commercial uses.

**ZONE DISTRICT COMPATIBILITY**

**USE**

Single-Family Residential

Two-Family Residential

Multi-Family Residential

Commercial

Office

Institutional

Warehouse/Storage

**CURRENT R-2 DISTRICT**

☒

☒

☐

☐

☐

☐

☐

**PROPOSED C-4 DISTRICT**

☐

☐

☒

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**DEVELOPMENT STANDARDS**

Lot Size

Setbacks

**CURRENT R-2 DISTRICT**

10,000 sf

Front: 25'

Side: 10'

Rear: 25'

**PROPOSED C-4 DISTRICT**

N/A

Front: 25'

Side: 10' abutting residential zone

Rear: 25' abutting residential zone

Building Height

2.5 stories or 35'

No portion of any structure shall project through imaginary planes

leaning inward  
from lot lines at an  
angle of 45  
degrees, nor  
necessitate an  
increase in  
established glide  
angles or raise  
elevations of  
established  
turning circles in  
relation to any  
airport, contingent  
upon FAA  
approval

## DISCUSSION OF STAFF RECOMMENDATION

☒ Yes    ☐ No    ☐ See Comments

### COMPATIBILITY WITH ADJACENT LAND USES

The property to the north and east of the site is being developed as a mixed-use development and the proposed rezoning area will be included in the development.

☒ Yes    ☐ No    ☐ See Comments

### COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of suburban residential development, with single-family dwellings constructed within a subdivision, and a sporadic mix of apartments, offices, and schools along Spring Creek Rd. North of the property is undeveloped land which falls within the protected floodway, and east of the property across I-75 is open space and a multi-use recreational facility. The request to add property to a mixed-use development is compatible with the development form.

☐ Yes    ☐ No    ☒ See Comments

### CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

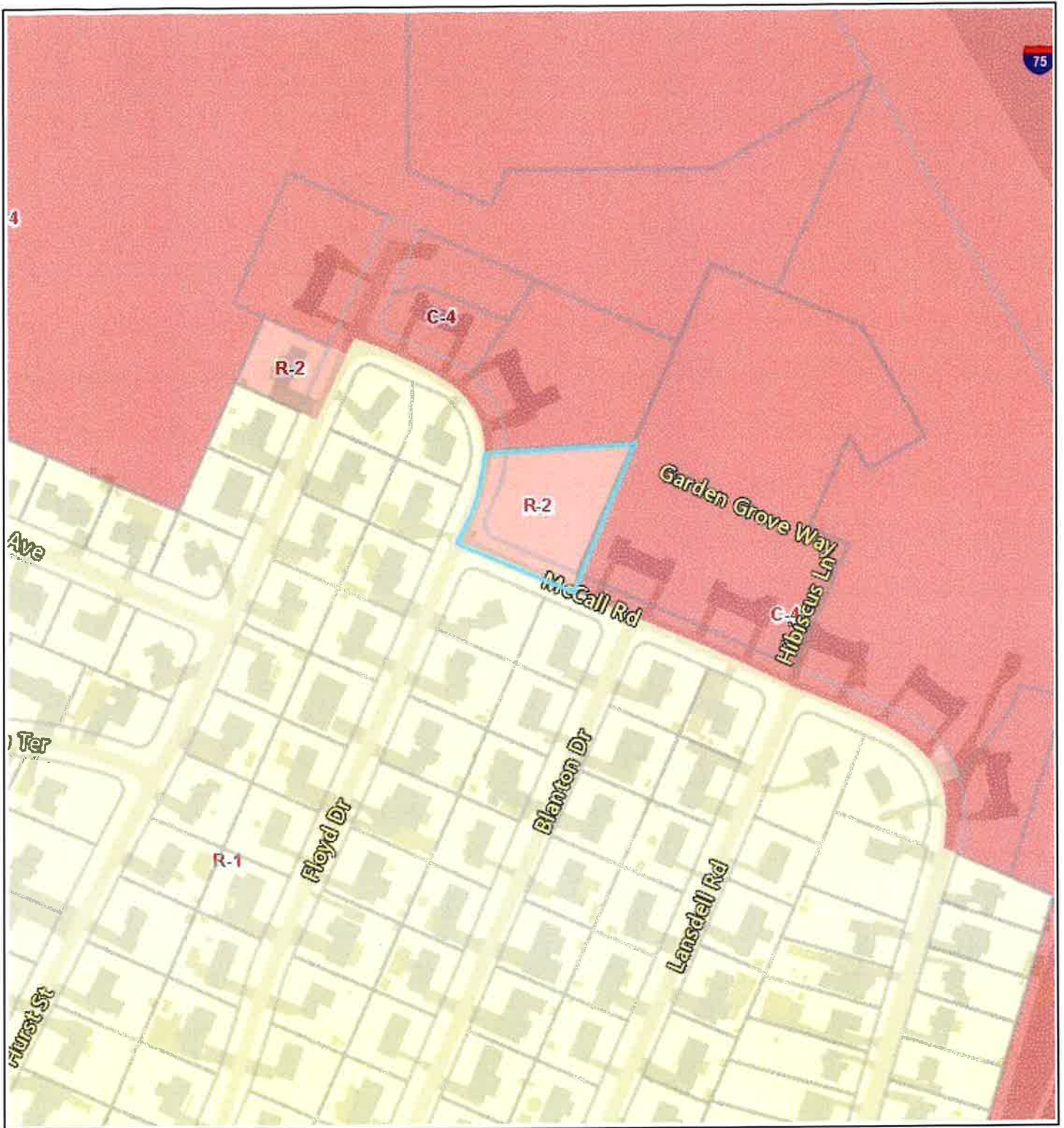
The property will be required to comply with landscaping, parking, and lighting requirements to mitigate nuisances to adjacent properties.

Chattanooga-Hamilton County RPA,

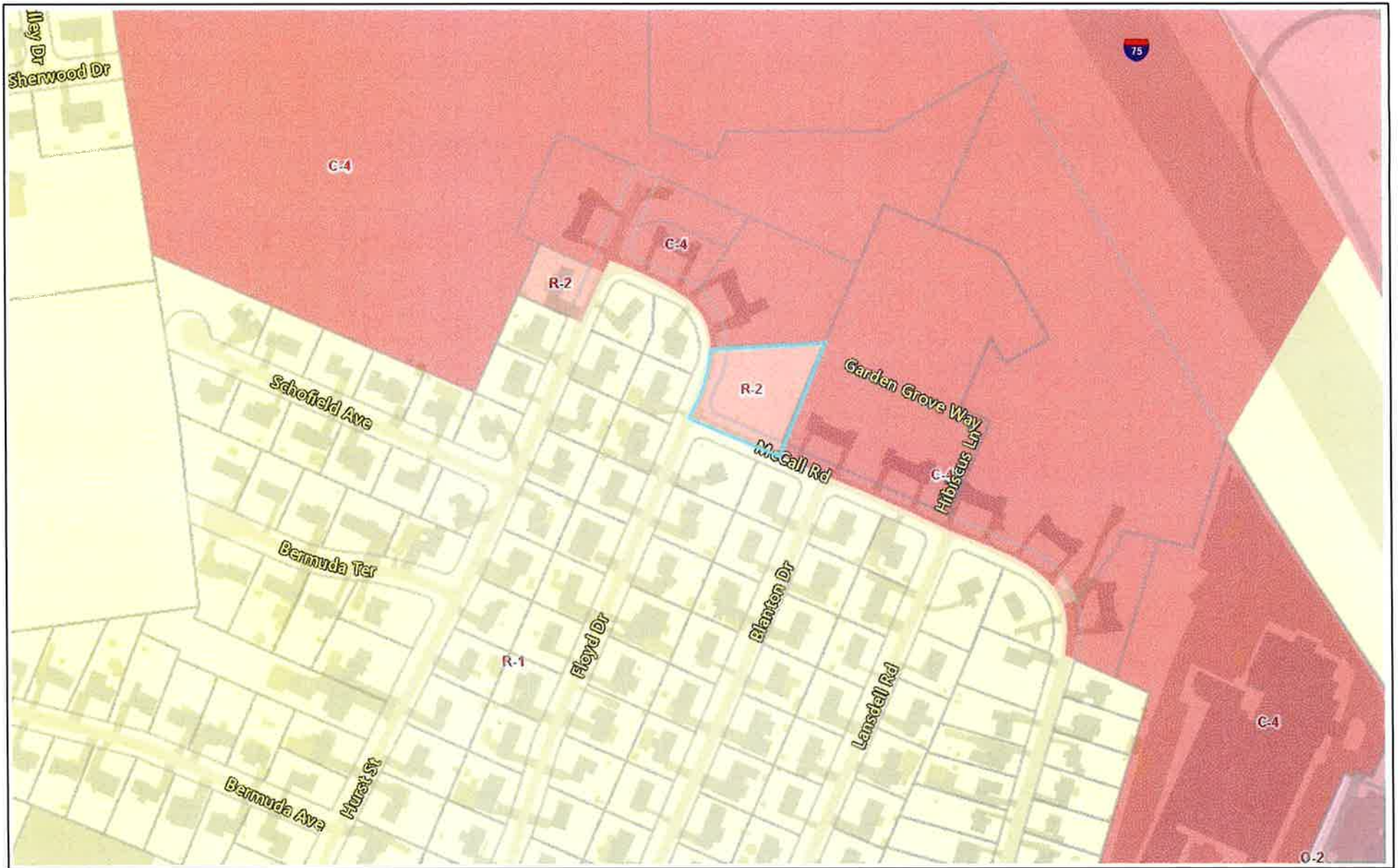
We are requesting to rezone Parcel 169E D 005 from R-2 to C-4. Parcel 169E D 005 was acquired after the initial rezoning of The Gateway Mixed Use Development which neighbors this parcel and is zoned C4. Rezoning Parcel 169E D 005 from R-2 to C-4 will allow for the parcel to be integrated into The Gateway Mixed Use Development allowing for the project to reach its fullest potential.



# 2025-0052 Rezoning from R-2 to C-4

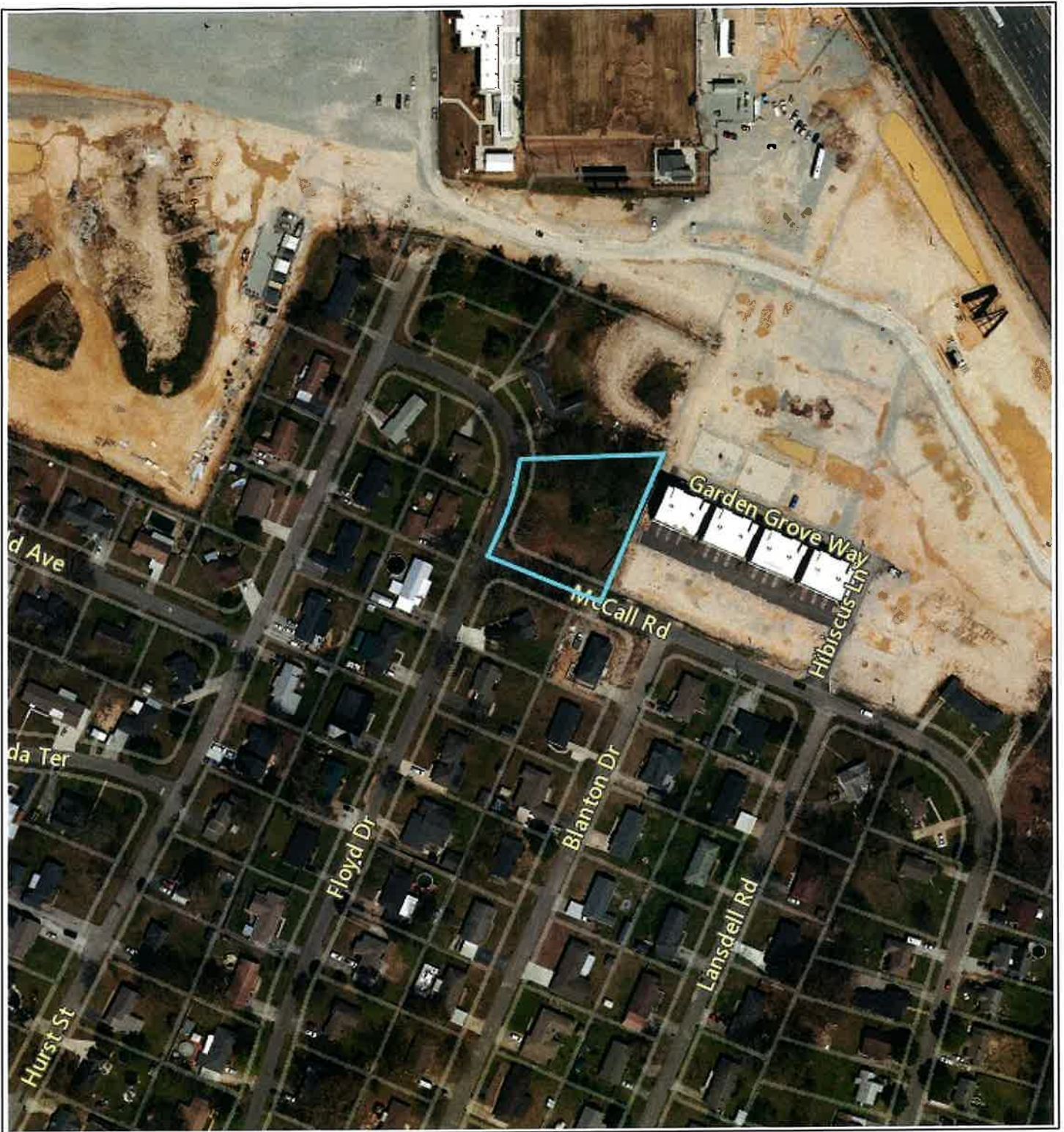


## 2025-0052 Rezoning from R-2 to C-4





# 2025-0052 Rezoning from R-2 to C-4





## 2025-0052 Rezoning from R-2 to C-4





X



## Tools

&gt;

### Parcel Information

STERLING HOLDINGS LLC

6419 MC CALL RD  
169E D 005

### Property Information

[View Additional Details](#) [Run a Report](#)  
[Add to Results](#)

6126

The map displays a residential area with a blue-shaded polygon labeled 6419. The polygon is situated near the intersection of McCall Rd and Garden Grove Way. Surrounding streets include Schofield Ave, Garden Grove Way, McCall Rd, Hixson Ln, and Barton Dr. Numerous house numbers are visible throughout the neighborhood, ranging from 6101 to 7271. The blue-shaded area is located near the intersection of McCall Rd and Garden Grove Way.



I want to...



Parcel Information



STERLING HOLDINGS LLC



6419 MC CALL RD

169E D 005



[Property Information](#)

[View Additional Details](#) [Run a Report](#) [Remove from Results](#)

1004

1004

1006

1003

1007

1011

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6463

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6471

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6501

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7203

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7211

7215

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7227

Garden Grove Way

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7011

7007

7003

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6991

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# GISMO 5



## Legend

- Address Labels
- Parcels

0 50.00 100.0 Feet

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



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



**ORDINANCE NO. 1224**

**AGENDA MEMORANDUM**

**Rezone**

**Date: June 12th, 2025**

Submitted by:

A handwritten signature in black ink, appearing to read 'Michael Howell', is written over a horizontal line.

Michael Howell, Chief Building Official

**SUBJECT:**

On May 5<sup>th</sup>, 2025, Buddy Presley, Jr., of Presley Law Firm, petitioned the East Ridge Planning Commission to have the property located at 3210 Ardian Trail (Tax Map ID#168C-J-005) rezoned from R-1 Residential District to C-2 General Commercial District.

The East Ridge Planning Commission denied the request to rezone.



## **ORDINANCE NO. 1224**

### **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 3210 ARDIAN TRAIL, TAX MAP #168C-J-005 FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT**

**WHEREAS**, Buddy Presley, Jr. of Presley Law Firm petitioned the East Ridge Planning Commission on behalf of his client Tonia Floyd to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 3210 Ardian Trail, Tax Map #168C-J-005, from R-1 Residential District to C-2 General Commercial District. The property is more particularly described as follows:

*All that certain parcel of land situate in the Second Civil District, County of Hamilton, State of Tennessee being known and designated as follow: Beginning at an iron pin on the South line of Ardian Trail at the Northeast corner of the property conveyed by San A. LaClerq and wife, Mae B. LeClerq, C. P. Anderson and wife, Ruby M. Anderson, by deed recorded in Book 923, Page 581, in the Register's Office of Hamilton County, Tennessee; thence Eastwardly along the Southern line of Ardian Trail, 150 feet to the West line a 50 foot proposed road; thence Southwardly at right angles, 150 feet; thence Westwardly 150 feet or more to the Eastern line of the property conveyed by Roy Brasfield and wife, Jewell Brasfield to John W. Hardin and wife, Doris J. Hardin, by deed dated March 22, 1951, and registered Book 1048, Page 508, in the Register's Office; thence Northwardly along the Eastern line of the Hardin property and continuing along the Eastern line of the C. P. Anderson property 150 feet, or more to the point of beginning.*

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this petition on May 5, 2025, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

**WHEREAS**, the East Ridge Planning Commission, by motion, recommended denial of the rezoning petition on May 5, 2025; and

**WHEREAS**, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that they will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

**WHEREAS**, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

**WHEREAS**, the East Ridge City Council held a public hearing on June 12, 2025, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 3210 Ardian Trail, Tax Map #168C-J-005 from R-1 Residential District to C-2 General Commercial District, for uses consistent with such zoning.

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

Approved on First Reading \_\_\_\_\_, 2025

Approved on Second Reading \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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

# Presley Law Firm

*An Association of Professional Corporations*

*Attorneys and Counselors at Law*

**BUDDY B. PRESLEY, JR.\***

**P: 423-826-1800**

**F: 423-826-1837**

**MAILING ADDRESS:**

1384 Gunbarrel Road, Suite A  
CHATTANOOGA, TN 37421

\* Admitted in Tennessee and Georgia

March 4, 2025

**Jennifer Ware**

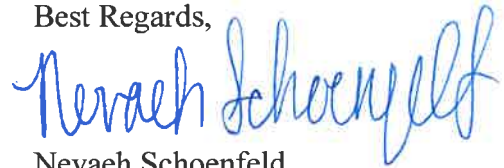
[jware@chattanooga.gov](mailto:jware@chattanooga.gov)

In re: RPA Application – Tonia Floyd – 3210 Ardian Trail

To whom it may concern,

Our client Tonia Floyd would like to rezone her property from residential to commercial in order to park her buses on her property pursuant to the first responders act [34 USC 10705(1)]. It is important that Ms. Floyd is able to park the buses on her property for 4 East Ridge Schools she services with the five (5) school buses she parks at 3210 Ardian Trail.

Best Regards,



Nevaeh Schoenfeld  
*Paralegal*



## Zoning Change Application Form

<b>CASE NUMBER: 2025-0073</b>		<b>Date Submitted: 3/17/2025</b>					
Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed							
<b>1 Applicant Request</b>							
Rezoned From: R-1		Rezoned To: C-2					
		Total acres in request area: 0.52					
<b>2 Applicant Requested Conditions</b>		Yes: No: <input checked="" type="checkbox"/>					
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>							
N/A							
<b>4 Property Information</b>							
Property Address: 3210 Ardian Trail		Property Tax Map Number: 168C-J-005					
<b>5 Proposed Development</b>							
Reason for request/Project description:		School Bus Storage on Property					
<b>6 Site Characteristics</b>							
Current Use:		Residential and School Bus Storage					
Adjacent Uses:		Residential					
<b>7 Applicant Information</b>							
Name: Buddy B. Presley, Jr. with Presley Law Firm							
Address (street, city, state, zip): 1384 Gunbarrel Rd, Suite A, Chattanooga, TN 37421							
Phone: 423-826-1800		Email: bpresley@presleylawfirm.com					
Primary Contact (if different than applicant information):							
Address (street, city, state, zip):							
Phone:		Email:					
<input type="checkbox"/> If the Applicants Information is the same as the Property Owners, please check the box to the left.							
<b>8 Property Owner Information</b> Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.							
Name: Tonia Floyd							
Address (street, city, state, zip): 3210 Ardian Trail, East Ridge, TN 37412							
Phone: 423-2909-7543		Email: toniam30@yahoo.com					
<b>9 Applicant Signature and Consent</b>							
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.							
Signature: See Submitted Application		Date:					
<b>Office Use Only:</b>							
<b>Checklist</b>							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$635	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 2					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8		City Council District: 0					
PC meeting date: East Ridge		Application processed by: Jennifer Ware					
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			

**Chattanooga-Hamilton County Regional Planning Agency**  
**PLANNING COMMISSION STAFF REPORT**

<b>CASE NUMBER:</b> 2025-0073	<b>APPLICANT:</b> Buddy B. Presley, Presley Law Firm	<b>PROPERTY OWNER:</b> Tonia Floyd
<b>PROPERTY ADDRESS:</b> 3210 Ardian Trail	<b>TAX MAP PARCEL ID:</b> 168C-J-005	<b>JURISDICTION:</b> East Ridge
<b>SIZE OF PROPERTY:</b> 0.52 acres	<b>REQUEST:</b> Rezone from R-1 to C-2 for school bus storage on the property.	

**PROPERTY DESCRIPTION**

<b>EXISTING LAND USE</b> Single Unit Detached Residential	<b>SURROUNDING LAND USES</b> <u>North:</u> Single Unit Detached Residential <u>East:</u> Single Unit Detached Residential <u>South:</u> Single Unit Detached Residential <u>West:</u> Single Unit Detached Residential		<b>ACCESS</b> Ardian Trail and Tamarack Trail
<b>TRANSPORTATION</b> Ardian Trail is a local road.	<b>PROPOSED RESIDENTIAL DENSITY</b> 1.9 du/ac	<b>ADJACENT RESIDENTIAL DENSITY</b> 2.5 du/ac	<b>NATURAL RESOURCES</b> N/A

**ZONING**

<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>There is no recent zoning history for the site.</li> <li>The closest C-2 district is approximately 655' to the east along Ringgold Rd.</li> </ul>		
<b>ZONE DISTRICT COMPATIBILITY</b>	<b>USE</b>	<b>CURRENT R-1 ZONE</b>	<b>PROPOSED C-2 ZONE</b>
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>DEVELOPMENT STANDARDS</b>	<b>CURRENT R-1 ZONE</b>	<b>PROPOSED C-2 ZONE</b>
	Lot Size	10,000 sf	N/A
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' from right-of-way Side: 25' when adjacent to R-1 Rear: 0'
	Building Height	2.5 stories or 35' except that a building may exceed requirements provided for every foot of additional height the building shall be set back 1' from all property lines	No building shall exceed in height the shortest distance from building to nearest boundary of an R-1 district.

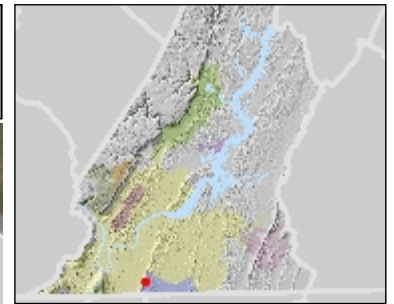
**DISCUSSION OF STAFF RECOMMENDATION**

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments	<b>COMPATIBILITY WITH ADJACENT LAND USES</b> The site is surrounded by low intensity residential land uses. There are no commercial uses near the site. The commercial uses are to the east along the Ringgold Rd commercial corridor.
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<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments	<p><b>COMPATABILITY WITH DEVELOPMENT FORM</b></p> <p>The site is located in a single-family detached residential subdivision with 1-2 story dwellings and individual driveways. There are no commercial developments near the site.</p>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<p><b>CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT</b></p> <p>Introducing a commercial zone at this location is a spot zone. It will set a precedent for future requests. There are nuisance concerns because the C-2 district allows auto-oriented, utility substations, and ambulance services that could produce lighting, noise, and odor nuisances to the adjacent residential properties.</p>



# GISMO 5



## Legend

- Address Labels
- Parcels
- Road Paved Surface
- County Boundary
- Recycling Centers
- Healthcare Facilities
- Emergency Services Locations
  - FIRE
  - MEDIC
  - POLICE
- Cemeteries
- Religious Facilities
- Schools
- Building Footprints
- Miscellaneous Structures
- Driveways
- Parking
- Water Bodies
- Other Water Bodies
- Recreational Areas
- Surrounding
- Hamilton

0 50.00 100.0Feet

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

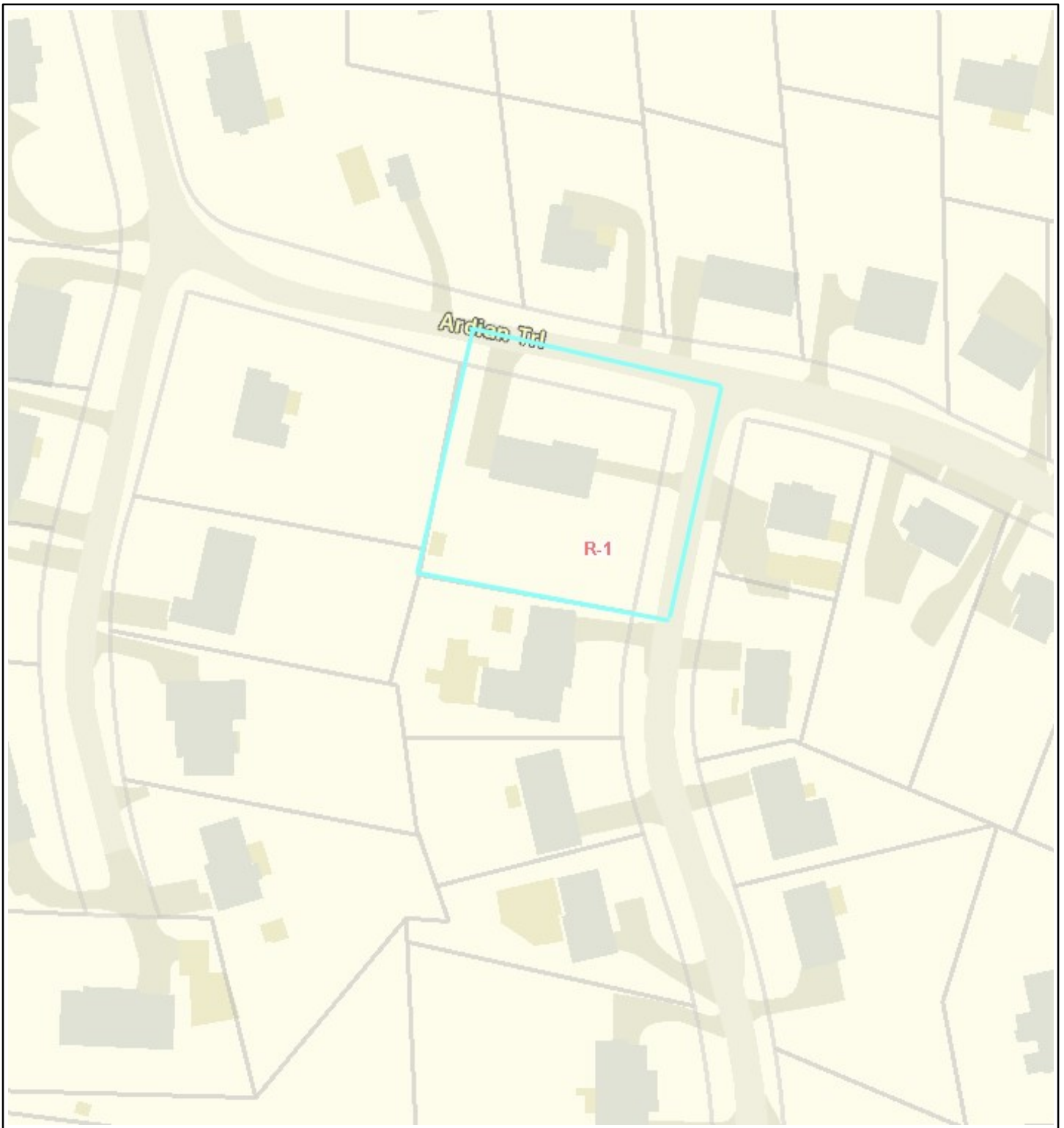


Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal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

**DISCLAIMER**

This plan submitted as part of rezoning application is for informational purposes only, with the exception of Planned Unit Development plans. Approval of the rezoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the rezoning does not approve the development layout indicated on the site plan for a requested land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations. Subsequent permitting, preliminary site plan and plat review, and final plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.

## 2025-0073 Rezoning from R-1 to C-2





# 2025-0073 Rezoning from R-1 to C-2





# City of East Ridge

1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423)867-7711 • [www.eastridgetn.gov](http://www.eastridgetn.gov)

## Department of Building and Codes

DATE: April 30, 2025  
TO: Planning Commission Members  
FROM: Building and Codes Department  
SUBJECT: Rezone

---

Applicant: Buddy Presley, Jr

Location: 3210 Ardian Trail  
Tax Map Number: 168C-J-005

Consider the request of Buddy Presley, Jr., Presley Law Firm, to have the property located at 3210 Ardian Trail rezoned from R-1 Residential District to C-2 General Commercial District.

This request is to use the parcel for the storage of school buses.

Compatibility challenges are as follows:

1. The site is surrounded by low-intensity residential land uses. There are no commercial uses near the site. The commercial uses are to the east along the Ringgold Rd commercial corridor.
2. The site is located in a single-family detached residential subdivision with 1-2 story dwellings and individual driveways. There are no commercial developments near the site and the presence of multiple large school buses would alter the visual character and reduce neighborhood cohesion.
3. Introducing a commercial zone at this location is a spot zone and would introduce commercial/industrial level activity into a low intensity residential setting, thus inviting additional incompatible uses nearby. There are nuisance concerns because the C-2 district allows auto-oriented, utility substations, and ambulance services that could produce lighting, noise, and odor nuisances to the adjacent residential properties.
4. Allowing a single property to be zoned commercial could lower surrounding property values and increase resistance to future residential investments in the area.
5. Early morning engine warm-ups, coupled with challenges to fencing or vegetation for screening and buffering, generate unavoidable levels of sound and odor that are not appropriate or compatible with nearby residential properties.
6. The city council adopted Resolution 3517, which provides guidelines for rezoning that increase the intensity of uses and/or population, recognizing the importance of protecting the integrity of R-1 Single Family residential neighborhood districts.



## ORDINANCE NOs. 1225 & 1226

### AGENDA MEMORANDUM Setting Tax Rate Adoption FY 2025-2026 Budget

June 12, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

At the June 12, 2025 regular business meeting of the East Ridge City Council an ordinance to set the property tax rate for fiscal year 2025-2026 (July 1, 2025 to June 30, 2026) will be before the City Council for consideration for approval on first reading. Thereafter, an ordinance to adopt a budget for fiscal year 2025-2026 (July 1, 2025 to June 30, 2026) will be before the City Council for consideration for approval on first reading. Public hearings and second reading on both ordinances (tax rate and budget) will be held at the regular business meeting of June 26, 2025.

The City experienced a significant increase in the tax base assessment due to the reassessment of residential and commercial properties in East Ridge of a plus \$312,434,758. A comparison of the last fiscal year versus the upcoming fiscal year can be viewed as follows:

	<u>Fiscal Year 2024-2025</u>	<u>Fiscal Year 2025-2026</u>	
	\$554,211,764	\$866,646,522	
Tax Rate	x 1.25	x 0.7993	
	\$6,927,647	\$6,927,106	
% Collections	98%	98%	
Property Taxes	\$6,789,094	\$6,788,564	Difference (\$530)

The Fiscal Year 2025-2026 Budget for the City of East Ridge **proposes a tax rate of 0.7993.**

The budget ordinance of the local government presents a complete financial plan for the ensuing year (July 1, 2025 to June 30, 2026); which plan sets forth all anticipated revenues and proposed expenditures for the administration, operation and maintenance of the City departments, capital outlay, and debt service during the fiscal year. The general operating budget proposed (2025-2026) stands at \$27,827,365; an increase of \$561,768 over last fiscal year's (2024-2025) adopted budget. The budget also presents capital projects to be undertaken or completed during the upcoming year, and the means of financing such projects.

There is one change that needs to be reflected in the General Fund budget at this time. The amount of \$275,000 was allocated in the General Government Account for worker's compensation. The City Council at their regular business meeting of May 22, 2025 awarded the bid for worker's compensation to Key Risk at a cost of \$140,251; thus, a savings of \$134,749 is realized. It is proposed that this difference be added to the Transfer to the Capital Improvement



Fund in the Other Sources Account thus increasing the transfer amount from \$500,000 to \$634,749.

The tax rate ordinance and budget ordinance for FY 2025-2026 undergo two readings: the first one is scheduled for June 12, 2025 and the second one is scheduled for June 26, 2025.

Attachments – Ordinance – Setting the Tax Rate (first reading)

Ordinance – Adopting Budget for FY 2025-2026 (first reading)

JSM/

**ORDINANCE NO. 1225**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE SETTING THE PROPERTY TAX RATE FOR THE YEAR 2025 AT THE RATE OF \$0.7993 PER ONE-HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF EAST RIDGE, TENNESSEE**

**WHEREAS**, the property tax rate for the year 2025 must be set by the East Ridge City Council; and

**WHEREAS**, the East Ridge City Council has complied with all applicable requirements prior to the setting of the tax rate for 2025.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of East Ridge, Tennessee that the property tax rate for the City of East Ridge for the year 2025 shall be \$0.7993 per one-hundred dollars (\$100.00) of assessed valuation of real property situated within the corporate limits of the City of East Ridge, Tennessee, which are not exempt from taxation by the constitution and laws of this State.

**BE IT FURTHER ORDAINED** that any person failing to pay their taxes by the deadline set forth by applicable law shall be subject to the maximum penalties thereon allowed by law to be collected on delinquent taxes. All delinquent taxes shall bear interest at the highest per annum interest rate allowed by law to be collected on delinquent taxes and shall bear interest from the date of delinquency until fully paid.

**BE IT FURTHER ORDAINED** that the Hamilton County Tax Assessor is hereby authorized to assess and collect the taxes of the City of East Ridge, Tennessee employing the above tax rate.

**BE IT FURTHER ORDAINED** that the Finance Director for the City of East Ridge shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which the same are expended.

**BE IT FURTHER ORDAINED** that this Ordinance take effect immediately, the public welfare of the City requiring it.

PASSED on First Reading \_\_\_\_\_, 2025.

PASSED on Second Reading \_\_\_\_\_, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ORDINANCE NO. 1226**

**AN ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF EAST RIDGE, TENNESSEE,  
MAKING AND FIXING THE ANNUAL  
APPROPRIATIONS OF THE SEVERAL  
DEPARTMENTS OF THE CITY FOR THE  
FISCAL YEAR BEGINNING JULY 1, 2025, AND  
ENDING JUNE 30, 2026**

**BE IT ORDAINED BY THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:**

**SECTION 1.** Along with the noted amounts for FY 2024 and FY 2025 shown in accordance with TCA 6-56-203, the following appropriations for the fiscal year beginning July 1, 2025, and ending June 30, 2026, are hereby made for the use of the several departments to the City of East Ridge, Tennessee, in the amounts, to wit:

	<b>FY 2024 ACTUAL</b>	<b>FY 2025 FORECAST</b>	<b>FY 2026 REQUEST</b>
<b><u>GENERAL FUND</u></b>			
<b><u>REVENUES</u></b>			
Local Taxes	19,835,258	20,048,573	21,412,763
Licenses and Permits	719,087	566,492	826,350
Intergovernmental Revenue	3,430,553	3,642,769	3,726,617
Other Revenue	2,631,514	1,697,476	1,861,635
Contribution From Fund Balance	<u>0</u>	<u>639,439</u>	<u>0</u>
<b><i>TOTAL REVENUES</i></b>	<b>26,653,514</b>	<b>26,594,749</b>	<b>27,827,365</b>
<b><u>EXPENDITURES</u></b>			
General Government:			
General Government	1,275,903	1,385,303	1,528,765
Administration	1,039,753	1,178,451	1,247,808
Mayor and Council	96,716	89,049	101,261
Judicial	364,894	425,955	397,730
City Attorney	124,272	136,022	136,875
City Hall Complex	47,944	50,178	56,600
Library	248,660	285,875	315,624
History Museum	708	1,228	860
Codes/Planning	572,425	581,202	651,330

Animal Services	<u>323,147</u>	<u>418,343</u>	<u>433,425</u>
<i>TOTAL</i>	4,094,422	4,551,606	4,870,278
Economic/Community Development			
Community Dev. Programs	3,863	0	100,000
Economic Development	<u>6,609,057</u>	<u>6,559,979</u>	<u>7,469,475</u>
<i>TOTAL</i>	6,612,920	6,559,979	7,569,475
Public Safety:			
Police Department			
Administration	2,226,666	2,722,562	2,615,465
Criminal Investigations (CID)	755,626	989,240	1,227,676
Patrol	3,000,373	2,750,465	2,824,636
SRO	162,536	335,492	365,095
Traffic	<u>146,556</u>	<u>350,476</u>	<u>350,038</u>
<i>TOTAL</i>	6,291,757	7,148,235	7,382,910
Fire Department			
Fire	<u>3,716,703</u>	<u>4,539,731</u>	<u>3,626,762</u>
<i>TOTAL</i>	3,716,703	4,539,731	3,626,762
Public Service:			
Parks & Recreation			
General Recreation	1,046,726	1,209,240	1,221,869
Arena	267,732	341,346	340,288
Community Center	301,333	279,648	297,933
Venue 1921	0	0	225,981
McBrien Complex	974	5,425	7,650
Soccer- Recreation	75,213	81,014	72,600
Soccer- Indoor	110,256	97,727	109,300
Baseball/Softball	90,859	77,502	85,600
Football/Cheerleading	24,611	29,784	32,450
Adult Softball	31,317	43,534	39,350
Basketball	<u>24,281</u>	<u>15,246</u>	<u>0</u>
<i>TOTAL</i>	1,973,302	2,180,466	2,433,021
Other General Government:			
Public Works			
Building Maintenance	268,455	359,291	372,536
Streets	587,704	537,139	735,223
Transfer Station	15,114	18,900	13,800
Traffic Control	<u>378,632</u>	<u>312,023</u>	<u>323,360</u>

<i>TOTAL</i>	1,249,905	1,227,353	1,444,919
Transfer Out Debt Service	96,013	383,377	0
Transfer Out Capital Projects	0	276,657	500,000
Fund			
Transfer Out ARPA Fund	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL</i>	96,013	383,377	500,000
<i>TOTAL EXPENDITURES</i>	24,039,169	26,594,747	27,827,365
<i>TOTAL REVENUES</i>	26,653,178	25,955,310	27,827,365
<i>VARIANCE</i>	2,614,009	-639,437	0
<b><u>SPECIAL REVENUE FUNDS</u></b>			
State Street Aid Fund			
Revenue	2,202,129	766,634	1,406,238
Expenditure	<u>2,202,129</u>	<u>766,634</u>	<u>1,406,238</u>
<i>VARIANCE</i>	0	0	0
Grant Fund			
Revenue	197,298	13,000	19,000
Expenditure	<u>195,599</u>	<u>38,027</u>	<u>19,000</u>
<i>VARIANCE</i>	0,366	-25,027	0
Federal Forfeiture Fund			
Revenue	0	0	20,000
Expenditure	<u>0</u>	<u>0</u>	<u>20,000</u>
<i>VARIANCE</i>	0	0	0
Drug Fund			
Revenue	91,618	56,505	107,500
Expenditure	<u>13,453</u>	<u>56,505</u>	<u>107,500</u>
<i>VARIANCE</i>	78,165	0	0
Economic Development Fund			
Revenue	6,260,249	7,147,433	7,419,525
Expenditure	<u>6,260,218</u>	<u>7,147,423</u>	<u>7,419,475</u>
<i>VARIANCE</i>	31	0	50
Solid Waste Fund			
<b><u>REVENUE BUDGET</u></b>			
Sanitation Charges	1,547,480	1,547,480	1,759,880



Other	<u>200,947</u>	<u>14,200</u>	<u>257,200</u>
<i>TOTAL REVENUES</i>	1,748,427	1,561,680	2,112,783
 <u>EXPENDITURE BUDGET</u>			
Solid Waste Expenses	<u>2,144,441</u>	<u>852,595</u>	<u>2,184,255</u>
<i>TOTAL EXPENDITURES</i>	2,144,441	852,595	2,184,255
<i>VARIANCE</i>	-396,014	709,085	0
Debt Service Fund			
Revenue	2,331,435	2,353,204	2,961,182
Expenditure	<u>1,841,006</u>	<u>2,073,098</u>	<u>2,617,557</u>
<i>VARIANCE</i>	490,428	280,106	343,625
Capital Projects Fund			
Revenue	12,891,977	1,467,726	4,343,236
Expenditure	<u>5,432,710</u>	<u>3,884,119</u>	<u>11,577,000</u>
<i>VARIANCE</i>	7,459,267	-2,416,392	-7,233,764
ARPA Fund			
Revenue	2,922,046	879,564	155,706
Expenditure	<u>2,922,046</u>	<u>879,564</u>	<u>155,706</u>
<i>VARIANCE</i>	0	0	0

**SECTION 2.** The Governing Body recognizes that the municipality has bonded, and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Redemption	Interest Requirements	Debt Authorized and Unissued	Condition of Sinking Fund
Bonds	1,316,000	1,007,558	N/A	N/A
Notes	100,000	5,874	N/A	N/A
Capital Leases	97,325	\$ -	N/A	N/A
Other Debt	\$ -	\$ -	N/A	N/A

**SECTION 3.** During the coming fiscal year the Governing Body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
Capital Projects Fund 341	\$ 5,899,159	\$ 5,910,736

**SECTION 4.** The City Manager is hereby authorized to transfer funds between line items within the department budget as he may deem necessary provided that the amount transferred is not needed in the categories for which they were originally appropriate. Any transfer of appropriations between Departments shall be made only upon the authorization by ordinance of the City Council

**SECTION 5.** At the end of the fiscal year, which is fixed as June 30, the Director of Finance is hereby authorized to transfer funds as necessary in order that budgeted appropriations not be exceeded in each Department and that the transfer of funds shall not result in an increase in the total Fiscal Year 2026 budget.

**SECTION 6.** When any obligation has been incurred by order, contract, agreement to purchase, hire, receive or otherwise obtain anything of value for the use of the City by the joint action of the respective Department Directors, a liability shall be construed to have been created against the appropriation of the Department affected and the respective Department Directors in charge and other persons are prohibited from incurring liabilities in excess of the amount appropriated for each budget of each Department, the totals of which are set out herein, and of additional amounts which may hereafter be authorized by the City Council.

**SECTION 7.** The Municipal Budget for the fiscal year July 1, 2025, to June 30, 2026, a copy of which is attached hereto as Exhibit A., is hereby adopted, and made a part of this Ordinance as fully and completely as though specifically copied herein.

**SECTION 8.** This budget has been developed based on a revenue neutral property tax rate. The Governing Body intends to adopt the Certified Tax Rate when it becomes available by a separate ordinance.

**SECTION 9.** This Ordinance shall take effect from and after the date of its final passage, the public welfare of the City requiring it.

**SECTION 10.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

PASSED on First Reading \_\_\_\_\_, 2025.

PASSED on Second Reading \_\_\_\_\_, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**ORDINANCE NO. 1227**

**AGENDA MEMORANDUM  
SANITATION ASSESSMENT FEES  
Fiscal Year 2025-2026**

June 12, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

The Solid Waste Management Fund's (aka Sanitation Budget) primary revenue stream is the sanitation assessment fee (residential and commercial) sitting at +90%. The current base assessment fees are \$180 per year for residential and \$240 per year for commercial and combined they generated the amount of \$1,580,200 for fiscal year 2024-2025. The proposed Sanitation operating budget for fiscal year 2025-2026 calculates a shortfall in revenues to cover the anticipated expenditures in the approximate amount of \$250,000.

The existing assessment fee (\$180 and \$240 per year for residential and commercial respectively) for service is not sufficient to meet the department's operating and capital expenditures for the upcoming fiscal year commencing July 1, 2025. The major and dominant factors for the increase in expenditures include: a significant increase in the per ton rate for the disposal of waste at the transfer station (\$33 per ton to \$43.75 per ton times 800 tons per months equates to an increase of \$103,200 annually); an increase in salaries and fringe benefits (\$43,155); an increase in the appropriation for truck repairs and maintenance (\$37,500); and the acquisition of a refuse truck (replacement of a rear end loader) to the fleet (\$57,204 for first year out of five on a capital note).

Staying with the current assessment fees would yield a final Sanitation Department Budget that would result in a deficit of plus \$250,000; thus the shortfall would need to be subsidized by the City's General Fund. The base assessment fee is proposed to be increased from \$15 per month to \$17 per month (\$180 per year to \$204 per year) for residential and from \$20 per month to \$22 per month (\$240 per year to \$264 per year) for commercial. These proposed increases in assessment fees would provide an amount of funds to help reduce the gap between the proposed revenues and the anticipated expenditures; however, it would not close the gap entirely.

First reading of the ordinance proposing an increase in both the residential and commercial assessments fees is scheduled before the City Council for consideration for approval and adoption at the June 12, 2025 meeting. Public hearing and second reading of the ordinance is scheduled to be held on June 26, 2025.

Attached hereto for your information please find the following documents/memorandums pertaining to the sanitation assessment fees:

- A history of the sanitation assessment fees.
- A breakdown of the number of residential and commercial users, the number of containers utilized, and the proposed assessment fees.
- An estimated cost for mailings (postcards and letters) to all residential and commercial properties notifying them of the proposed increase in assessment fees.

Attachments

JSM/

## **ORDINANCE NO. 1227**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 17, REFUSE AND TRASH DISPOSAL, CHAPTER 1, SECTION 122, OF THE EAST RIDGE MUNICIPAL CODE TO INCREASE THE SANITATION SPECIAL ASSESSMENT**

**WHEREAS**, pursuant to the East Ridge City Charter, Section 2, Corporate Powers, the City has the authority to assess and collect sanitation fees; and

**WHEREAS**, the City Council of the City of East Ridge established certain sanitation service fees and procedures in Title 17, Chapter 1, Section 122 of the East Ridge City Code; and

**WHEREAS**, the City Council finds it necessary and in the public interest to increase the sanitation fee assessments to ensure the continued provision and maintenance of refuse and trash disposal services; and

**WHEREAS**, the current sanitation special assessments have not been adjusted since 2012 as amended by Ordinance No. 914, and increased costs necessitate a revision to these assessments.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that Title 17, Chapter 1, Section 122 of the East Ridge City Code is hereby amended as follows:

SECTION 1. Title 17, Chapter 1, Section 122, is hereby amended by increasing the annual special assessment in subsection one (1) and subsection two (2) to read as follows:

- (1) On every property in the City of East Ridge which has a residential assessment for purposes of property tax, an annual special assessment of two hundred four dollars (\$204.00) shall be levied, plus sixty dollars (\$60.00) for each additional garbage can that has been previously requested for the property as of July 1, 2012, up to a maximum of four (4) cans.
- (2) On every property in the City of East Ridge which has a commercial assessment for purposes of property tax, an annual special assessment of two hundred sixty-four dollars (\$264.00) shall be levied, plus sixty dollars (\$60.00) for each additional garbage can that has been previously requested for the property as of July 1, 2012, up to a maximum of four (4) cans.

SECTION 2. **BE IT FURTHER ORDAINED** that all other parts to Title 17, Chapter 1, Section 122 shall remain unchanged.

SECTION 3. **BE IT FURTHER ORDAINED** that this Ordinance shall take effect immediately as provided by law, the public welfare of the City requiring it.



PASSED on First Reading \_\_\_\_\_, 2025.

PASSED on Second Reading \_\_\_\_\_, 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## HISTORY OF SANITATION ASSESSMENTS

ORD. NO.	YEAR	RESIDENTIAL / YR			COMMERCIAL / YR			NOTES
760	2003	\$	120	---	\$	120	---	Established fee / penalty
837	2008	\$	120	---	\$	120	\$ 60	Added \$5/month fee for additional commercial containers
861	2009	\$	120	---	\$	180	\$ 60	Budget Ord increased sanitation for commercial to \$15/month (\$180/yr)
865	2009	\$	120	\$ 60	\$	180	\$ 60	Amended Title 17 to reflect the commercial increase
914	2012	\$	180	\$ 60	\$	240	\$ 60	Amend and Replace Title 17
954	2013	\$	180	\$ 60	\$	240	\$ 60	Details process for collecting delinquent fees

CURRENT SANITATION COST - RESIDENT \$15m/\$180yr

\$ -	CANS	RESIDENTIAL	TOTAL FEES	8017
\$ 180	1	6417	\$ 1,155,060	
\$ 240	2	648	\$ 155,520	
\$ 300	3	517	\$ 155,100	
\$ 360	4	24	\$ 8,640	
\$ 420	5	18	\$ 7,560	
	7624	\$ 1,481,880	\$ 1,584,960.00	

CURRENT SANITATION COST - COMMERCIAL \$20m/\$240yr

\$ -	CANS	COMMERCIAL	TOTAL FEES
\$ 240	1	311	\$ 74,640
\$ 300	2	41	\$ 12,300
\$ 360	3	23	\$ 8,280
\$ 420	4	15	\$ 6,300
\$ 520	5	3	\$ 1,560
	393	\$ 103,080	

TOTAL INCREASE FROM FY2025 TO FY2026

\$ 192,408

WITH (\$2/mo or \$24/yr) INCREASE - RESIDENTIAL

\$ -	RES	RESIDENTIAL	TOTAL FEES	8017
\$ 204	1	6417	\$ 1,309,068	
\$ 264	2	648	\$ 171,072	
\$ 324	3	517	\$ 167,508	
\$ 384	4	24	\$ 9,216	
\$ 444	5	18	\$ 7,992	
	7624	\$ 1,664,856	\$ 1,777,368	

WITH (\$2/mo or \$24/yr) INCREASE - COMMERCIAL

\$ -	CANS	COMMERCIAL	TOTAL FEES
\$264	1	311	\$ 82,104
\$324	2	41	\$ 13,284
\$384	3	23	\$ 8,832
\$444	4	15	\$ 6,660
\$544	5	3	\$ 1,632
	393	\$ 112,512	

# MEMORANDUM

TO: Mayor and City Council

FROM: J. Scott Miller, City Manager

DATE: June 10, 2025

SUBJECT: Notice to Property Owners – Sanitation Assessment Fees

Should the East Ridge City Council decide to send notices to all property owners (residential and commercial) in reference to the proposed increase in the sanitation assessment fees there are two (2) options to select from: being by postcard or by letter. The costs of the options are as follows based on 9,841 households in zip code 37412.

- Postcard – 4 quotes obtained. The lowest quote was GrowMail being a 5x7 postcard at a total cost of \$4,180.85. This fee covers the printing, postage, mail service and delivery of the postcards to the Post Office.
- Letter – Quote from GrowMail totaled \$7,311.86. This fee covers printing, postage, folding and stuffing envelopes, mail service and delivery to the post office. A windowless envelope with the address printed on the outside of the envelope.

If the aforementioned options are not selected by the Council the City can notify property owners via social media, utilization of the City's website and mass media release.

JSM/

**ORDINANCE NO. 1228**

**AGENDA MEMORANDUM**

**June 12, 2025**

Submitted by:

*Diane Qualls*  
Diane Qualls, Finance Director

This is the final budget amendment of the fiscal year to ensure that all expenditures have been accounted for in the budget and to make sure that the City has not exceeded any of the budgets during the fiscal year.



**ORDINANCE NO. 1228**

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL  
TO AMEND THE FISCAL YEAR 2025 OPERATING  
BUDGET, ORDINANCE NO. 1206, BY CHANGING THE  
REVENUES AND EXPENDITURES OF VARIOUS FUNDS**

**WHEREAS**, Ordinance No. 1206 provided for the revenue for the City of East Ridge, Tennessee, for the fiscal year July 1, 2024 to June 30, 2025 and appropriated such revenue for the payment of expenses of the municipal government, and made certain other provisions with respect to the financial operation of the City of East Ridge, and

**WHEREAS** it is necessary and appropriate that said Ordinance No. 1206 be amended by changing the revenues and expenditures of various funds; and

**WHEREAS** T.C.A. §6-56-208 allows the governing body of a municipality to amend the annual budget ordinance in the same manner as any other ordinance may be amended; and

**WHEREAS** the Council finds that the proposed budget amendment is for legitimate municipal purposes and consistent with applicable law; and

**WHEREAS**, the Council has general authority to adopt an ordinance relative to the management and control of the finances of the municipality that is for the good of the government, protection of its citizens, and necessary and proper for carrying out the power granted to the Council pursuant to applicable law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE** that pursuant to the Municipal Budget Law of 1982, as amended and codified at Tennessee Code Annotated §6-56-201 *et seq.*, Ordinance No. 1186 is and the same hereby shall be amended as follows:

<b>General Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenue			
Vacation Rentals	0	500	500
Police Bonus (State)	0	30,400	30,400
Other State Grants	0	24,000	24,000
Police Services	1,000	2,668	3,668
Multi-Purpose Arena	145,000	10,000	155,000
Field Rentals	62,000	62,000	124,000
Concessions	50,000	25,000	75,000
Sponsorships (P & R)	5,000	7,000	12,000
Football Player Fees	23,530	8,000	31,530
Rent-Arena Equipment	25,000	25,000	50,000
Interest Earnings	6,500	45,000	51,500
Sale of Land	0	18,000	18,000
Use of Fund Balance	1,000,000	339,132	1,339,132
<b>Total Budget (Amended)</b>	<b>28,265,597</b>	<b>596,700</b>	<b>28,862,297</b>
Expenditures			
General Government	1,410,855	20,000	1,430,855
Administration	1,186,508	260,000	1,446,508
City Hall Complex	56,500	15,000	71,500
Police- Admin	2,627,428	50,000	2,677,428
CID	962,325	35,000	997,325
Patrol	2,728,973	10,000	2,738,973
Traffic	356,976	15,000	371,976
Fire	4,532,341	45,000	4,577,341
Transfer/Brush Pit/Fleet	12,100	5,000	17,100
Animal Shelter	375,709	83,000	458,709
McBrien	1,200	8,000	9,200
Soccer	69,400	20,000	89,400
Baseball/Softball	83,400	10,000	93,400
Football/Cheer	26,550	10,000	36,550
Adult Softball	39,250	5,000	44,250
Archives Museum	560	700	1,260
Comm Dev. Programs	10,000	5,000	15,000
<b>Total Budget (Amended)</b>	<b>28,265,597</b>	<b>596,700</b>	<b>28,862,297</b>

<b>Grant Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenue			
Pep Cyber Security Grant	0	1,900	1,900
TN American Grant	0	1,300	1,300
Use of Fund Balance	6,575	10,000	16,575
<b>Total Budget (Amended)</b>	<b>29,000</b>	<b>13,200</b>	<b>42,200</b>
Expenditures			
Aquatic Stream Clean Grant	1,000	413	1,413
Waterways	0	300	300
Driver Safety Grant	4,000	4,000	8,000
PEP Cyber Grant	0	3,800	3,800
TN AM Firefighter	0	2,105	2,105
PEP Conservation	8,000	2,582	10,582
<b>Total Budget (Amended)</b>	<b>19,000</b>	<b>13,200</b>	<b>32,200</b>

<b>Solid Waste Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenue			
Transfer In	0	250,000	250,000
Use of Fund Balance	44,296	0	44,296
<b>Total Budget (Amended)</b>	<b>1,641,596</b>	<b>250,000</b>	<b>1,891,596</b>
Expenditures			
Internet/Cell Phone	2,000	600	2,600
Computer/IT	0	16,000	16,000
Landfill Fees	300,000	80,000	300,000
Operating Supplies	10,000	8,000	18,000
Vehicle Parts & Repairs	162,500	130,400	292,900
Recycle Containers	20,000	15,000	35,000
<b>Total Budget (Amended)</b>	<b>1,641,596</b>	<b>250,000</b>	<b>1,891,596</b>

<b>Capital Projects Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenue			
Interest Income	0	168,810	168,810
Misc. Revenue	0	12,000	12,000
Use of Fund Balance	1,209,319	0	1,209,319
<b>Total Budget (Amended)</b>	<b>15,085,976</b>	<b>180,810</b>	<b>15,215,976</b>
Expenditures			
City Hall Complex	0	20,000	20,000
Multi Modal	400,000	50,810	450,810
Spring Creek Project	0	110,000	110,000
<b>Total Budget (Amended)</b>	<b>15,085,976</b>	<b>180,810</b>	<b>15,266,786</b>

<b>ARPA</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenue			
Use of Fund Balance	0	969,253	926,253
<b>Total Budget (Amended)</b>	<b>436,171</b>	<b>969,253</b>	<b>1,405,424</b>
Expenditures			
Animal Shelter	0	969,253	969,253
<b>Total Budget (Amended)</b>	<b>436,171</b>	<b>969,253</b>	<b>1,405,424</b>

**BE IT FURTHER ORDAINED**, that to the extent required, a true and correct copy of this ordinance showing the approved budget amendments shall be filed with the applicable agency or entity as required by law.

**BE IT FURTHER ORDAINED**, that if any section, clause, provision, or portion of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision, or portion of this Ordinance.

**BE IT FURTHER AND FINALLY ORDAINED**, that this Ordinance takes effect immediately after its passage, the public welfare of the City requiring it.

Approved on first reading \_\_\_\_\_, 2025

Approved on second reading \_\_\_\_\_, 2025

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

ATTEST:

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

APPROVED AS TO FORM:

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



**RESOLUTION NO. 3693**

**AGENDA MEMORANDUM**

**Memorializing an Appointment by Councilmember Andrea Witt  
to the East Ridge Beer Board to fill an unexpired term**

**June 12, 2025**

Submitted by:

  
\_\_\_\_\_  
Jennifer Deitrick, City Clerk

Josh Walker was appointed by Councilmember Witt to the East Ridge Beer Board for a three-year term starting on November 27, 2023 and ending on November 26, 2026. Mr. Walker resigned from the Beer Board effective May 15, 2025 due to relocating outside of the City limits.

Resolution No. 3693 is to memorialize Councilmember Witt's appointment to the East Ridge Beer Board to fill the unexpired term through November 26, 2026.

**RESOLUTION NO. 3693**

**A RESOLUTION OF THE EAST RIDGE  
CITY COUNCIL MEMORIALIZING AN  
APPOINTMENT BY COUNCILMEMBER  
ANDREA WITT TO FILL AN UNEXPIRED  
TERM ON THE EAST RIDGE BEER BOARD**

**WHEREAS**, the East Ridge Beer Board fulfills an important role regarding the regulation of licensing, sale, storage for sale, distribution for sale, and manufacturing of beer within the City of East Ridge; and

**WHEREAS**, the City Council appoints certain of its citizens to the City of East Ridge Beer Board in accordance with City Code Chapter 2, Section 8-201; and

**WHEREAS**, the term for Board Member Josh Walker is set to expire on November 26, 2026; however, Josh Walker has resigned from the Beer Board due to relocating outside the city limits of the City of East Ridge; and

**WHEREAS**, Councilmember Witt has appointed Janet Middleton, to serve on the East Ridge Beer Board to fill the unexpired term of Josh Walker ending on November 26, 2026.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee hereby memorializes the appointment of Janet Middleton, by Councilmember Witt to the East Ridge Beer Board for the term of June 12, 2025 through November 26, 2026.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## RESOLUTION NO. 3694

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**DAVID TYLER**  
*Vice Mayor*

**JEFFREY EZELL**  
*Councilmember*

**J. SCOTT MILLER**  
*City Manager*

# City of East Ridge

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

## AGENDA MEMO

---

**TO:** Mayor and Council  
**FROM:** Mark W. Litchford  
**SUBJECT:** Easement Agreement  
**DATE:** June 10, 2025

---

On July 24, 2008, the East Ridge City Council adopted Resolution 2061 authorizing the City to transfer to the Hamilton County Water & Wastewater Treatment Authority (“WWTA”) property located at 1018 Yale Street, Tax Map No. 169C-C-001 for the purpose of transferring the East Ridge Pump Station to WWTA.

On July 10, 2024, a survey plat was recorded at P3-130-138 in the Hamilton County Register’s Office was recorded which, among other things, established a 30-ft non-exclusive ingress/egress easement from the northern portion of Yale Street to the aforementioned property for the benefit of Hamilton County Water and Wastewater Treatment Authority (“WWTA”).

Attached is a Joint Use Access & Utility Easement & Maintenance Agreement which, if approved, will govern the easement between the City and WWTA.

**RESOLUTION NO. 3694**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE MAYOR TO ENTER INTO AN EASEMENT  
AGREEMENT WITH HAMILTON COUNTY WATER AND  
WASTEWATER TREATMENT AUTHORITY RELATIVE TO A  
30-FT EASEMENT LOCATED AT 905 YALE STREET, TAX MAP  
NUMBER 169C-C-001**

**WHEREAS**, on July 24, 2008, the East Ridge City Council adopted Resolution 2061 authorizing the City to transfer to the Hamilton County Water & Wastewater Treatment Authority (“WWTA”) property located at 1018 Yale Street, Tax Map No. 169C-C-001.08 for the purpose of transferring the East Ridge Pump Station to WWTA; and

**WHEREAS**, on July 10, 2024, a survey plat was recorded at P3-130-138 in the Hamilton County Register’s Office which, among other things, established a 30-ft non-exclusive ingress/egress easement from the northern portion of Yale Street to the aforementioned property for the benefit of Hamilton County Water and Wastewater Treatment Authority (“WWTA”); and

**WHEREAS**, the City and WWTA desire to enter into an easement agreement to govern the non-exclusive easement, a copy of which is attached to the Resolution as an Exhibit.

**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 that certain Joint Use Access & Utility Easement & Maintenance Agreement attached to this Resolution as an exhibit.

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



Adopted this the \_\_\_\_\_ of \_\_\_\_\_ 2025.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING, RETURN TO:**

Chambliss, Bahner & Stophel, P.C.  
605 Chestnut Street, Suite 1700  
Chattanooga, TN 37450  
Attention: Justin Powers

ADDRESS OF OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL NO. (easement only)
City of East Ridge, Tennessee 1517 Tombras Avenue Chattanooga, TN 37412	City of East Ridge, Tennessee 1517 Tombras Avenue Chattanooga, TN 37412	portion of 169C C 001

**Cross-Reference: Book \_\_\_\_\_, Page \_\_\_\_\_; Plat Book 130, Page 138; Book 1265, Page 352;  
Book 1271, Page 346**

**JOINT USE ACCESS & UTILITY EASEMENT & MAINTENANCE AGREEMENT**

THIS JOINT USE ACCESS & UTILITY EASEMENT & MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2025 (the "**Effective Date**") by and between the City of East Ridge, Tennessee ("**City**"), and Hamilton County Water and Wastewater Treatment Authority, a Tennessee nonprofit corporation ("**WWTA**"). City and WWTA may be referred to individually as a "**Party**" and shall be collectively referred to as the "**Parties**".

**RECITALS**

A. City is the fee simple owner of that certain real property in Hamilton County, Tennessee, further described on Exhibit A, attached to and made a part of this Agreement (the "**City Parcel**").

B. Pursuant to that certain Quitclaim Deed dated \_\_\_\_\_, 2025, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Register's Office of Hamilton County, Tennessee (the "**Register's Office**"), WWTA is the fee simple owner of Lot 1 ("**Lot 1**") as shown on the plat recorded at Plat Book 130, Page 138 in the Register's Office (the "**Plat**").

C. City and WWTA now desire to enter this Agreement to govern the non-exclusive easement across a portion of the City Parcel, being more particularly shown and described as the "New 30' Ingress/Egress Easement" (the "**Access Easement Area**") on the Plat and more particularly shown on Exhibit B attached to and made a part of this Agreement.

In consideration of the foregoing, Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, City and WWTa agree as follows:

1. Grant of Easements by City.

A. Ingress and Egress. Pursuant to the recording of the Plat, City granted to WWTa and its heirs, assigns, occupants, lessees, guests, and invitees a perpetual non-exclusive easement for the benefit of Lot 1 over and across the Access Easement Area so as to permit vehicular and pedestrian ingress and egress.

B. Driveway Construction. City grants to WWTa and its heirs, assigns, occupants, lessees, guests, and invitees a perpetual non-exclusive easement for the benefit of Lot 1 over and across the Access Easement Area to construct, maintain, and install a roadway, including all curbs, utilities, drainage ditches, and other improvements necessary for a functioning roadway; provided, however, that construction shall not commence until City has consented in writing to the plans and specifications of the driveway. WWTa shall be solely responsible for all construction, design, and all related costs incurred to construct the roadway.

C. Maintenance, and Repair of Access Easement Area. The owner of Lot 1 shall be responsible for all upkeep, maintenance, repair, and/or resurfacing of driveway now or hereafter located within the Access Easement Area in a manner sufficient to keep the roadway or driveway located within the Access Easement Area functional for its use for ingress and egress for vehicles and pedestrians. All costs of the foregoing upkeep, maintenance, and repair shall be by the record owner of Lot 1.

2. Exercise of Easement Rights. The Parties shall exercise the easement rights provided for in this Agreement in a manner so as to not unreasonably interfere with the use of the real property by each respective owner. Where any Party seeks to exercise its easement rights with respect to the installation, maintenance, repair, or replacement of the roadway (collectively, the "**Installation Work**"), and the approval of the owner of the City Parcel is required by this Agreement or this Agreement is silent as to whether such consent is necessary, such consent must be obtained prior to the commencement of such Installation Work; provided, however, that such consent may not be unreasonably withheld, conditioned, or delayed. Furthermore, upon the completion of any such Installation Work, the Party exercising its easement rights shall fill, compact, and restore the surface of the affected property to a condition better or as near as reasonably possible to its condition immediately prior to the commencement of the Installation Work, including without limitation repairing, repaving, or replacing any other surface improvements.

3. Easement Area Access. No Party to this Agreement or any third party shall be permitted to park any motor vehicles or otherwise obstruct, destroy, or damage any roadway or driveway located within the Access Easement Area. The Party responsible for any damage to any road or driveway located within the Access Easement Area shall be solely responsible for all costs and expenses related to the repair of such damage.

4. Default of this Agreement. Any Party may cure another Party's breach of this Agreement if such breach persists after thirty (30) days' written notice to the other Party specifying the breach of the terms and conditions of this Agreement. Any cure undertaken by a Party pursuant to this Section 4 after notice of same shall be done at the breaching Party's cost and expense, and the curing Party shall be entitled to an action for damages to recover its costs and expenses (including reasonable attorneys' fees) for curing a breach of this Agreement, in addition to all other rights and remedies available at law and in equity. The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both.

5. Indemnification. The Parties shall indemnify and hold one another harmless from and against all losses, damages, claims, liabilities, and expenses incurred by any other Party by reason of any injuries or damages to persons or property arising out of or relating to the indemnifying Party's or Parties' activities and the exercising of their easement rights as set forth in this Agreement.

6. Covenant Running with the Land. This Agreement shall run with and be a burden upon and shall be appurtenant to the City Parcel and Lot 1. If any Party shall convey, transfer, assign or otherwise, dispose of all of its interest in the City Parcel or Lot 1, as the case may be, this Agreement shall survive, and the conveying Party shall thereupon be released and discharged from any and all liabilities or obligations which may thereafter arise relating to this Agreement, and such liabilities and obligations shall be binding on the successor in title to City or Parkridge, as the case may be.

7. Dedication. Nothing contained in this Agreement shall be deemed a gift or a dedication of any portion of the City Parcel or Lot 1 to the general public or for any public purpose whatsoever.

8. Attorneys' Fees. In the event any affected Party or Parties must institute any action to enforce the terms and provisions of this Agreement, the prevailing Party or Parties shall be entitled to reimbursement from the non-prevailing Party or Parties for any costs and reasonable attorney fees incurred to institute, prosecute, or defend against such action.

9. Notices. All notices, requests, demands and other communications under this Agreement to the Parties shall be in writing and shall be personally delivered or sent by commercial overnight courier, or certified or registered mail, postage prepaid, to the following addresses:

If to City:                      City of East Ridge  
   1517 Tombras Avenue  
   Chattanooga, TN 37412  
   Attn: \_\_\_\_\_

If to WWTa:                      Hamilton County Water and Wastewater Treatment Authority  
   1250 Market Street, Suite 3050  
   Chattanooga, TN 37402  
   Attn: Michael Patrick

Any Party may change its address for purposes of this Section 9 by giving the other Parties notice of the new address in the manner set forth in this Agreement. Any notice given as set forth in this Agreement shall be deemed to have been received on the earlier of actual receipt or four (4) business days after being sent.

10. Miscellaneous.

A. This Agreement may only be amended or modified by instrument in writing executed by all of the then record owners of the City Parcel and Lot 1.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

C. All of the obligations created in this Agreement are intended to be and shall be binding upon the successors and assigns of the respective Parties, and all rights and benefits contained in

this Agreement shall inure to the benefit of the successors and assigns of the Parties (including lessees, licensees and invitees).

D. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement.

E. This is not a conveyance of the fee, but only the rights, privileges, and easement set forth in this Agreement.

F. The Parties covenant and agree that each shall take any further actions as may be reasonably necessary to implement the transactions contemplated by this Agreement.

G. Headings of sections are for convenience only and shall not be considered in construing the meaning of the content or meaning of any section.

H. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which, together, shall constitute one and the same instrument.

[Signatures Begin on the Following Pages]



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

**CITY:**

THE CITY OF EAST RIDGE, TENNESSEE,  
a Tennessee municipality

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

Name: \_\_\_\_\_

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

STATE OF TENNESSEE:

COUNTY OF HAMILTON:

Before me, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be \_\_\_\_\_ of THE CITY OF EAST RIDGE, TENNESSEE, the within named bargainer, a Tennessee municipality, and that such person as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the municipality by such person as such \_\_\_\_\_.

WITNESS my hand and seal, at office in Hamilton, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**WWTA:**

HAMILTON COUNTY WATER AND  
WASTEWATER TREATMENT AUTHORITY,  
a Tennessee nonprofit corporation

By: \_\_\_\_\_  
Name: Michael Patrick  
Title: Executive Director

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared Michael Patrick, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Executive Director of HAMILTON COUNTY WATER AND WASTEWATER TREATMENT AUTHORITY, the within named bargainor, a Tennessee nonprofit corporation, and that such person as such Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the nonprofit corporation by such person as such Executive Director.

WITNESS my hand and seal, at office in Hamilton, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration of this transfer, or the value of the property transferred, whichever is greater, is \$10.00.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

(Legal Description of the City Parcel)

Parcel 169C C 001 (905 Yale St)

Tract 1:

IN THE SECOND CIVIL DISTRICT, Hamilton COUNTY, TENNESSEE:

Beginning at the southeast corner of Lot Thirteen (13), Block Eighteen (18), Revised Plat of Hamilton Place Subdivision, as shown by plat recorded in Plat Book 8, page 35, of the Register's Office, Hamilton County, Tennessee, and in the north line of Lacy Addition, as shown by plat recorded in Plat Book 19, page 1; thence along the north line of Lacy Addition, South 67 degrees East 384.5 feet to the southwest corner of Lot One (1), Block C, Sunny Dell Subdivision, as shown by plat recorded in Plat Book 18, page 61; thence along the west line of said Lot 1, North 20 degrees 10 minutes East 84.4 feet to the northwest line of Block C, Sunny Dell Subdivision; thence along the north west line of said Block C, North 68 degrees 49 minutes east 519.7 feet, and North 40 degrees 37 minutes East 224 feet to a concrete monument in the south line of Roy Crowe Property; thence North 67 degrees West 823.4 feet along Crowe's south line to east line of Block 13, Revised Plat of Hamilton Place Subdivision; thence south along the east line of Block 13, Revised Plat of Hamilton Place Subdivision 658.5 feet to the beginning.

SOURCE OF TITLE being deed recorded in Book 1265, Page 352 in the Register of Deeds Office of Hamilton County, Tennessee.

Tract 2:

IN THE SECOND CIVIL DISTRICT, Hamilton COUNTY, TENNESSEE:

Beginning at a concrete monument at the northeast corner of lot Twelve (22), Block C, Sunny Dell Subdivision, as shown by plat recorded in Plat Book 18, pgs 61, Register's Office, Hamilton County, Tennessee, and in the south line of the Roy Crowe property; thence along Crowe's south line, South 67 degrees East 1320 feet, more or less, to an iron post in the west line of the Town of East Ridge property; thence south along the west line of Town of East Ridge property 650 feet, more or less, to a concrete monument in the north line of the John Arnold property; thence north 67 degrees West along Arnold's south line 1320 feet, more or less, to the east line of Block C, Sunny Dell Subdivision; thence north along east line of Block C, Sunny Dell Subdivision 650 feet, more or less, to the beginning.

SOURCE OF TITLE being deed recorded in Book 1265, Page 352 in the Register of Deeds Office of Hamilton County, Tennessee.

Tract 3:

IN THE SECOND CIVIL DISTRICT, HAMILTON COUNTY, TENNESSEE:

A tract or parcel of land containing two (2) acres, more or less, being a part of the property shown on Plat of a Survey prepared by Betts Engineering Company, dated May 29, 1957, Drawing No. 4536-11-73B, hereto attached and made a part of Deed recorded in Book 1271, Page 346, and described as follows: BEGINNING at the Southeast corner of the 2.02 acres, more or less, tract as shown on said Survey; thence North 66 degrees 50 minutes West 170 feet, more or less, to a point in the center line of Spring Creek; thence Northwardly and Northeastwardly with and along the center line of Spring Creek to a point opposite Survey Station No. 7/00; thence Eastwardly a distance of 12 feet to said Survey Station No. 7/00, in the

East line of said tract of land, as shown on said Survey; thence South 23 degrees 01 minutes West a distance of 565 feet, more or less, to the point of beginning.

SOURCE OF TITLE being deed recorded in Book 1271, Page 346 in the Register of Deeds Office of Hamilton County, Tennessee.



### Access Easement Area



**RESOLUTION NO. \_\_\_\_**

**AGENDA MEMORANDUM  
2025 Masonry Sand Bid**

**June 12<sup>th</sup>, 2025**

Submitted By:

*Shawnna Skiles*

Shawnna Skiles, Parks and Recreation Director

**SUBJECT:**

The City of East Ridge will accept sealed bids for the City's Parks and Recreation Masonry Sand to top dress athletic fields in Camp Jordan Park. Bids will be received until 2:30 pm., June 18th, 2025, at which time all bids will be opened and publicly read.

The Parks and Recreation Department will present bids to the City Council on June 26th for final approval.

SS

**RESOLUTION NO. \_\_\_\_\_**

**AGENDA MEMORANDUM**

**Authorizing a five-year maintenance contract with Trane for  
HVAC services for the East Ridge Animal Shelter**

**June 26, 2025**

Submitted by:



Jennifer Deitrick, City Clerk

The HVAC system at the East Ridge Animal Shelter is critical to maintaining a safe and healthy environment for the animals and staff. Regular maintenance of the system is necessary to ensure reliable operation, extend equipment life, and avoid unexpected failures or costly emergency repairs.

**Contract Term:**

Five years, beginning July 1, 2025, through June 30, 2030. Option for automatic five-year renewals until terminated.

**Initial Contract Term Cost:**

- Year 1: \$7,306.28 / year
- Year 2: \$4,546.97 / year
- Year 3: \$4,728.85 / year
- Year 4: \$4,910.73 / year
- Year 5: \$5,092.61 / year
- Total 5-Year Cost: \$26,585.44

**Recommendation**

Staff recommend approval of the five-year maintenance agreement with Trane for HVAC maintenance services at the East Ridge Animal Shelter.



## SCHEDULED SERVICE AGREEMENT

**Trane Office**

Trane U.S. Inc.  
6138 Preservation Drive, Suite 500  
Chattanooga, TN 37416

**Trane Representative**

Dylan Rose  
Cell: (615) 981-1547  
Office: (423) 296-1506

**Proposal ID**

8219428

**Service Contract Number**

J2-421904-25-001

Reference OMNIA Contract #3341

**Company Name**

East Ridge City Of

**Site Address**

East Ridge Animal Shelter  
5302 Stone Street  
Chattanooga, TN 37412

May 19, 2025



## EXECUTIVE SUMMARY

This **Scheduled Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, Trane will schedule and manage preventative maintenance and provide repair coverage to help you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24-hours a day
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

### ADDITIONAL SUPPORT

Environmental Practices	Consistent Processes	Safety	Assigned Team
Trane procedures for handling refrigerant are compliant with federal and state regulations.	All Trane technicians follow documented processes ensuring uniform service delivery.	Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.	You will have a consistent group of Trane employees dedicated to your account.



### WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services



## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

#### ON-SITE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

##### Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures



#### TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

##### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Identify long-term equipment performance trends and avoid equipment failures





## REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

### Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

### Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

### Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
  - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
  - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
  - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
  - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.



## HVAC EQUIPMENT COVERAGE

### East Ridge Animal Shelter

The following "Covered Equipment" will be serviced at East Ridge Animal Shelter:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BM-X136516	E24D06767	

#### Service Description

#### Quantity Per Term

Order SMP (Service 1)

1

Description

- Order Tracer SC SMP

System Analysis and Review (Service 2)

10

Description

- Operator Workstation Inspection
- System Controller Inspection
- Verify System Software Programming
- System Back-Up
- Customer Review - 30 Minutes
- Software Service Pack Update (Per Workstation and/or BCU)

Update SMP License (Service 3)

1

Description

- Install SMP License



## PRICING AND ACCEPTANCE

East Ridge City Of

Site Address:  
East Ridge Animal Shelter  
5302 Stone Street  
Chattanooga, TN 37412

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Scheduled Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	7,306.28	7,306.28	Annual
Year 2	4,546.97	4,546.97	Annual
Year 3	4,728.85	4,728.85	Annual
Year 4	4,910.73	4,910.73	Annual
Year 5	5,092.61	5,092.61	Annual

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

### Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

### Term

The Initial Term of this Service Agreement is 5 years, beginning July 1, 2025. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on June 30, 2030, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 6138 Preservation Drive, Suite 500, Chattanooga, TN 37416.

### Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.



### Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

### Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Dylan Rose
_____ Printed Name	_____ Proposal Date: May 19, 2025
_____ Title	_____ Cell: (615) 981-1547
_____ Purchase Order	_____ Office: (423) 296-1506
_____ Acceptance Date	_____ License Number: 23034
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 5 years, beginning July 1, 2025.  
Total Contract Amount: \$ 26,585.44 USD.





## TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

**1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

**4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,





on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**10. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**11. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**12. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**13. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.





**15. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**16. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**17. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**19. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**20. Export Laws.** The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

**21. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**22. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4)



waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)  
Supersedes 1-26.130-7 (0225)



## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

**"Customer Data"** means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

**"Equipment"** shall have the meaning set forth in the Agreement.

**"HVAC Machine Data"** means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. **"Personal Data"** means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

**"Security Incident"** shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

**"Services"** shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
  - a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no





- longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
- e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
  4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
  5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
  6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
  7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
  8. Information Security Contact. Trane's information security contact is Local Sales Office.
  9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
  10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
  11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
  12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.



13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



## APPENDIX

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

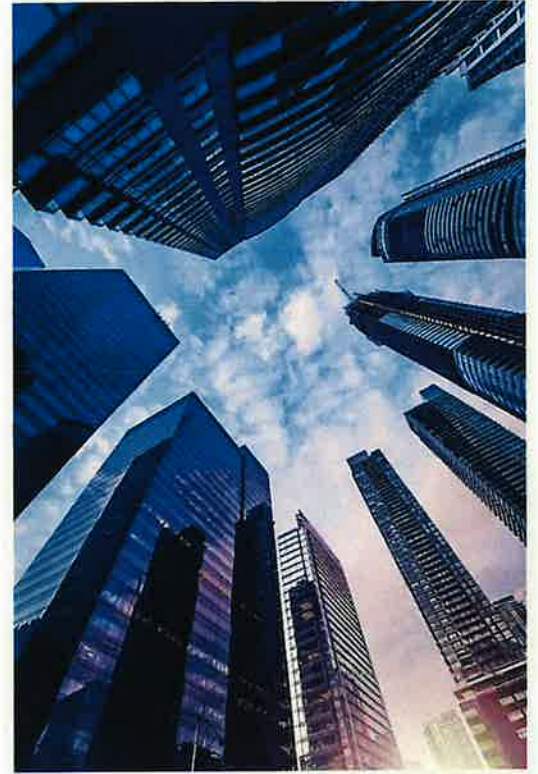
- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.



### CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems