

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

**AGENDA
June 26, 2025
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes June 12, 2025
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business
 - A. **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
 - B. **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 (2nd Reading)
 - C. **PUBLIC HEARING FOR ORDINANCE NO. 1226** – 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
 - D. **ORDINANCE NO. 1226** – 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 (2nd Reading)
 - E. **PUBLIC HEARING FOR 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

- F. **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 (2nd Reading)
- G. **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 (2nd Reading)

9. New Business

- A. **RESOLUTION NO. 3695** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR MASONRY SAND TO TOP DRESS ATHLETIC FIELDS AT CAMP JORDAN PARK FOR FISCAL YEAR 2025-2026
- B. **RESOLUTION NO. 3696** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A FIVE-YEAR MAINTENANCE AGREEMENT WITH TRANE FOR HVAC SERVICES AT THE EAST RIDGE ANIMAL SHELTER
- C. **RESOLUTION NO. 3697** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING THE BID OF APAC-ATLANTIC, INC. D/B/A TALLEY CONSTRUCTION FOR THE RESURFACING OF JOHN ROSS ROAD
- D. Discussion of Tentative Agenda for the **July 10, 2025** City Council Meeting (see Attachment A)

10. Adjournment

ATTACHMENT A
TENTATIVE AGENDA
July 10, 2025

8. Old Business

A.

9. New Business

- A. **PUBLIC HEARING FOR ORDINANCE NO.** _____ - Property located at 101 Kingwood Circle, Tax Map ID # 168E-K-003, rezone from R-1 Residential District to C-2 General Commercial District
- B. **ORDINANCE NO.** _____ - Property located at 101 Kingwood Circle, Tax Map ID # 168E-K-003, rezone from R-1 Residential District to C-2 General Commercial District
- C. **RESOLUTION NO.** _____ - Sign variance request for the property located at 6302 Ringgold Road
- D. Appeal for cleanup – 3714 Sullivan Avenue

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

**June 12, 2025
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on June 12, 2025, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Williams called the meeting to order.

Terry Arnold of Pentecostal of East Ridge 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: Twenty-two

May Milestone Awards:

Mayor Williams recognized Donald Rogers for 30 years of service and Will Johnson for 10 years of service with the City.

Approval of Consent Agenda:

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve the Consent Agenda.

There being no discussion, Mayor Williams asked for a roll call vote. All voted in favor. Motion carried unanimously.

Communication from Citizens:

Jane Sharp, 6112 Schofield Ave, thanked the City for the quick response to her request for a sign on her street and expressed concern of traffic backups on Spring Creek Road.

Communication from Councilmembers:

Councilmember Ezell – Nothing at this time.

Councilmember Witt – Nothing at this time.

Vice Mayor Tyler reported that the East Ridge Optimist Club Fishing Rodeo was held on June 7, 2025, and approximately 120 kids attended the event.

Councilmember Cagle reported that Ms. Henson, who serves on the City's Library Board, has been sick and asked for prayers for her and her family.

Mayor Williams reported that the East Ridge Police Department Jump into Safety event was held on June 7. He noted the recent passing of retired East Ridge Police Captain Mullinax, who served the department for over 27 years, and extended condolences to his family and friends. Mayor Williams also announced 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 that the stone veneer installation on the west side of the multi-purpose event center has been completed. Window framework is currently being installed. Interior framing of the west low bay is expected to be completed this week, with work on the east low bay scheduled to begin next week. Decking is anticipated to begin the following Monday.

Mr. Miller also reported that a Notice to Proceed will be issued to Pillar Construction later month for the Community Center expansion project. The Parks and Recreation Department has temporarily relocated its offices and operations during the renovations.

Old Business:

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 (2nd Reading)

City Attorney Litchford read the ordinance 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.

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

There being no discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1221. All voted in favor. Motion carried unanimously.

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 (2nd Reading)

City Attorney Litchford read the ordinance by caption.

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

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

Councilmember Cagle asked whether the developer submitted their investment to the Border Region for the 10.1 acres being considered for rezoning.

Kenny Custer, applicant for the rezoning, responded that while all expenses for the entire 100-acre property can be submitted under the Border Region agreement, reimbursement is based on revenue generation. Although residential homes are excluded, infrastructure serving the overall development is eligible.

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.

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 (2nd Reading)

City Attorney Litchford read the ordinance by caption.

Chief Building Official Howell stated this rezoning request is for the last remaining parcel on McCall Road to be incorporated into the Gateway Development.

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

There being no discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1223. All voted in favor. Motion carried unanimously.

New Business:

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

City Attorney Litchford read the ordinance by caption.

Chief Building Official Howell stated that the purpose of the rezoning is to use the property as storage for school buses. He reviewed the compatibility challenges and stated that granting this request would be spot zoning.

Buddy Presley, the attorney representing the property owner, stated that the buses have been parked at the property for over twenty (20) years and that this rezoning request was prompted by a violation notice. Mr. Presley cited a Tennessee Supreme Court case from 1983 regarding spot zoning and provided the Councilmembers with letters from Hamilton County Emergency Services & Homeland Security, Hamilton County School Board, and residents supporting the rezoning.

Phil Darling, 3211 Ardian Trail, expressed support for the rezoning request.

Ron Renegar, 1105 Tamarack Trail, expressed support for the rezoning request.

Councilmember Ezell asked if the buses were parked at the property at the time inspections were conducted for the installation of a pool at the property. Chief Building Official Howell responded that when viewing historical imagery on Google Earth he can see that one school bus is shown at the property on January 24, 2012, and seven school buses are shown at the property in February 24, 2025.

Following further discussion, Mayor Williams closed the public hearing.

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 (1st Reading)

City Attorney Litchford read the ordinance by caption.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to deny Ordinance No. 1224.

Councilmember Witt noted that on February 22, 2024, the City Council unanimously adopted Resolution No. 3517 to protect the R-1 zoning and emphasized the importance of maintaining consistency.

Councilmember Cagle asked whether an amendment could be made to allow a temporary exception. City Attorney Litchford advised that an alternative motion to table can be made.

Following further discussion, Mayor Williams asked for a roll call vote to deny Ordinance No. 1224. Vice Mayor Tyler – yes, Councilmember Cagle – no, Councilmember Ezell – no, Councilmember Witt – yes, Mayor Williams – yes. Motion carried. Ordinance No. 1224 denied on first reading.

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 (1st Reading)

City Attorney Litchford read the ordinance by caption.

City Manager Miller stated that the certified tax rate was received and due to a substantial increase in assessed valuation, the rate was reduced from \$1.25 to \$0.7993.

It was moved by Vice Mayor Tyler and seconded by Councilmember Witt to approve Ordinance No. 1225.

During discussion of the tax rate, funding for the CARTA Care-a-Van service was discussed. Further discussion continued under discussion of Ordinance No. 1226.

Following no further discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1225. All voted in favor. Motion carried unanimously.

PUBLIC HEARING FOR 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 (1st Reading)

City Attorney Litchford read the ordinance by caption.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Ordinance No. 1226.

City Manager Miller requested direction from the City Council on two funding options for the CARTA Care-a-Van service: reduce the City's appropriations and limit trips for medical, dental, and dialysis only; or increase the City's appropriation and continue allowing all trip types as has been done in the past.

Councilmember Cagle expressed support for increasing the City's appropriation to continue offering the service without restrictions. Mayor Williams stated that the Care-a-Van service is needed and noted that not everyone is able to order items online for delivery. Vice Mayor Tyler stated that he would like the service to continue but prefers limiting the types of trips allowed.

Following further discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1226. All voted in favor. Motion carried unanimously.

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 (1st Reading)

City Attorney Litchford read the ordinance by caption.

City Manager Miller stated that the sanitation assessment is the primary revenue source for the sanitation budget and reviewed the key factors driving the proposed increase. He recommended a \$2 per month increase for both residential and commercial properties. He provided cost estimates for notifying residents and businesses of the proposed increase and requested direction from the Council on the preferred notification process.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Ordinance No. 1227.

Vice Mayor Tyler stated that his preference for notification is a press release and social media posts. Councilmember Cagle expressed support for sending a postcard. Councilmember Witt stated she was in favor of issuing a press release. Councilmember Ezell stated he would defer to City Manager Miller regarding the appropriate method of notification. Mayor Williams expressed support for using social media posts.

There being no further discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1227. All voted in favor. Motion carried unanimously.

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 (1st Reading)

City Attorney Litchford read the ordinance by caption.

Finance Director Qualls reported that this is the final budget amendment for Fiscal Year 2025, adjusting revenues and expenditures across the General Fund, Grant Fund, Solid Waste Fund, Capital Projects Fund, and ARPA Fund.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Ordinance No. 1228.

There being no discussion, Mayor Williams asked for a roll call vote to approve Ordinance No. 1228. All voted in favor. Motion carried unanimously.

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

City Attorney Litchford read the resolution by caption.

Councilmember Witt thanked Josh Walker for his service on the Beer Board and appointed Janet Middleton to serve the remainder of the unexpired term through November 26, 2026.

It was moved by Vice Mayor Tyler and seconded by Councilmember Ezell to approve Resolution No. 3693.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3693. All voted in favor. Motion carried unanimously.

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

City Attorney Litchford read the resolution by caption.

City Attorney Litchford stated that this resolution pertains to an easement recorded on a plat dated July 10, 2024 and explained that the agreement outlines the responsibilities of both parties regarding the easement.

It was moved by Councilmember Witt and seconded by Vice Mayor Tyler to approve Resolution No. 3694.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3694. All voted in favor. Motion carried unanimously.

Discussion of Tentative Agenda for the June 26, 2025, City Council Meeting (see Attachment A)

Old 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 (2nd Reading)

Mayor Williams stated Ordinance No. 1224 did not pass on first reading and will be removed from the agenda.

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

No discussion.

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 (2nd Reading)

No discussion.

PUBLIC HEARING FOR ORDINANCE NO. 1226 – 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

No discussion.

ORDINANCE NO. 1226 – 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 (2nd Reading)

City Manager Miller stated that the appropriations for the CARTA Care-a-Van service will need to be finalized.

PUBLIC HEARING FOR 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

No discussion.

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 (2nd Reading)

No discussion.

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 (2nd Reading)

No discussion.

New Business

RESOLUTION NO. _____ - Approval of a bid for masonry sand for the Parks and Recreation Department

City Manager Miller stated that this is the annual bid for the sand to be used for our field maintenance at Camp Jordan Park.

RESOLUTION NO. _____ - Approval of Maintenance Agreement with Trane for the East Ridge Animal Shelter

City Manager Miller stated that Trane is the HVAC system installed at the animal shelter and that the one-year warranty is nearing expiration. He recommended entering into a five-year maintenance agreement with Trane.

Councilmember Cagle asked if the service would occur once per year. City Manager Miller responded that Trane would perform multiple service visits per year.

Councilmember Cagle asked whether repair costs are included in the agreement. City Manager Miller clarified that parts are not covered in the maintenance agreement.

Mayor Williams asked whether all the issues with the HVAC system at the animal shelter have been resolved. Police Chief Uselton stated that the issues remain unresolved. Mayor Williams stated that the issues need to be resolved before the warranty ends and requested more information regarding the maintenance schedule.

Councilmember Ezell asked whether the concrete work on John Ross Road is part of the paving project. City Manager Miller confirmed that it is and stated the project may appear on the next agenda for approval. He explained that the project was rebid and the one bid that was received was approximately \$147,000 over the appropriated amount for the project. He further stated that if the City chooses not to proceed with the project, then the City must reimburse the State and cover the engineering costs incurred.

Adjournment

There being no further business, the June 12, 2025, Regular Meeting of the City Council of the City of East Ridge was adjourned at 7:51 p.m.

APPROVED:

MAYOR

CITY CLERK

ORDINANCE Nos. 1225 & 1226

AGENDA MEMORANDUM
Setting the Tax Rate for FY 2025-2026
Adoption of RY 2025-2026 Budget

June 26, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The proposed budget for fiscal year 2025-2026 (July 1, 2025 to June 30, 2026) was presented to the City Council at the regular business meeting of May 8, 2025 with a projected General Fund budget of \$27,827,365 (forecasted revenue matching anticipated expenditure). The tax rate for FY 2025-2026 is proposed at 0.7993 and at that rate the property taxes are predicted to generate \$6,788,564. The property tax rate adopted for last fiscal year was 1.25 and at that rate the property taxes produced \$6,789,094. In summary, the recent reassessments resulted in a decrease in the tax rate which ended up producing a revenue neutral position in property taxes between the two fiscal years. Please see the attached agenda memorandum dated June 12, 2025 providing added detailed financial information.

Several highlights of the annual budget for FY 2025-2026 are as follows:

- The budget proposes no tax or permit/license increases.
- The budget does not draw upon the fund balance to stabilize the general operating budget.
- Maintains a healthy unassigned fund balance projected to be just over \$9 million.
- The budget proposes a 3% cost of living adjustment for all employees and an 11% increase in the medical insurance premiums.
- The budget continues to fund a performance evaluation program whereby every employee on their anniversary date of hire will be eligible to receive a merit increase of 0% to 2% based on the performance.
- The budget proposes the addition of two (2) firefighters to be stationed out of Station 2 and to be brought on board January 2026; the conversion of two (2) part-time positions to one (1) full-time park attendant position; and the addition of two (2) full-time employees to manage and operate the new Venue 1921 at ER.
- The budget proposes vehicle and equipment replacements in the General Fund Capital Outlay totaling \$761,242.
- The Capital Improvement Fund and State Street Aid Fund allocates the total amount of \$1.3 million for street resurfacing.
- The Sanitation assessment fees are proposed to be increased \$2 per month for both residential and commercial properties.

The City was recently notified by CARTA that they have allocated the amount of \$44,820 for the East Ridge Care-A-Van program; thus, offsetting the cost per trip by \$15 (\$47.50 less \$15 equals \$32.50 per trip). The City's budget proposes an appropriation of \$100,000 to fund the program, and with the additional monies (\$44, 820) from CARTA the City should be able to continue providing Care-A-Van services to our seniors and handicapped to fund their trips for medical appointments, pharmacy, dialysis, shopping (grocery and pharmacy) and employment.

The ordinances before the City Council at this meeting entail the consideration for the adoption of the tax rate and the adoption of the annual budget for the City of East Ridge for the fiscal commencing July 1, 2025 and ending June 30, 2026 on second and final reading.

Attachments – Agenda Memorandum dated June 12, 2025

Ordinance – Setting the Tax Rate (second reading)

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

JSM/

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:

	FY 2024 ACTUAL	FY 2025 FORECAST	FY 2026 REQUEST
<u>GENERAL FUND</u>			
<u>REVENUES</u>			
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	0	639,439	0
<i>TOTAL REVENUES</i>	26,653,514	26,594,749	27,827,365
<u>EXPENDITURES</u>			
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 Fund		0	276,657	500,000
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
<u>SPECIAL REVENUE FUNDS</u>				
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				
<u>REVENUE BUDGET</u>				
Sanitation Charges		1,547,480	1,547,480	1,759,880

Other	<u>200,947</u>	<u>14,200</u>	<u>257,200</u>
TOTAL REVENUES	1,748,427	1,561,680	2,112,783
 EXPENDITURE BUDGET			
Solid Waste Expenses	<u>2,144,441</u>	<u>852,595</u>	<u>2,184,255</u>
TOTAL EXPENDITURES	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 26, 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.

The City Council approved the first reading of the ordinance proposing an increase in both the residential and commercial assessment fees at the June 12, 2025 regular business meeting. Public hearing and the second reading of the ordinance is scheduled for consideration for approval and adoption by the City Council at the June 26, 2025 regular business meeting.

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.

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			CURRENT SANITATION COST - COMMERCIAL \$20m/\$240yr				
\$ -	CANS	RESIDENTIAL	TOTAL FEES	\$ -	CANS	COMMERCIAL	TOTAL FEES
\$ 180	1	6417	\$ 1,155,060	\$ 240	1	311	\$ 74,640
\$ 240	2	648	\$ 155,520	\$ 300	2	41	\$ 12,300
\$ 300	3	517	\$ 155,100	\$ 360	3	23	\$ 8,280
\$ 360	4	24	\$ 8,640	\$ 420	4	15	\$ 6,300
\$ 420	5	18	\$ 7,560	\$ 520	5	3	\$ 1,560
		7624	\$ 1,481,880			393	\$ 103,080
			\$ 1,584,960.00				

TOTAL INCREASE FROM FY2025 TO FY2026

\$ 192,408

WITH (\$2/mo or \$24/yr) INCREASE - RESIDENTIAL			WITH (\$2/mo or \$24/yr) INCREASE - COMMERCIAL				
\$ -	RES	RESIDENTIAL	TOTAL FEES	\$ -	CANS	COMMERCIAL	TOTAL FEES
\$ 204	1	6417	\$ 1,309,068	\$ 264	1	311	\$ 82,104
\$ 264	2	648	\$ 171,072	\$ 324	2	41	\$ 13,284
\$ 324	3	517	\$ 167,508	\$ 384	3	23	\$ 8,832
\$ 384	4	24	\$ 9,216	\$ 444	4	15	\$ 6,660
\$ 444	5	18	\$ 7,992	\$ 544	5	3	\$ 1,632
		7624	\$ 1,664,856			393	\$ 112,512
			\$ 1,777,368				

ORDINANCE NO. 1228

AGENDA MEMORANDUM

June 26, 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:

General Fund	Budget	Amendment	Final
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
Total Budget (Amended)	28,265,597	596,700	28,862,297
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
Total Budget (Amended)	28,265,597	596,700	28,862,297

Grant Fund	Budget	Amendment	Final
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
Total Budget (Amended)	29,000	13,200	42,200
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
Total Budget (Amended)	19,000	13,200	32,200

Solid Waste Fund	Budget	Amendment	Final
Revenue			
Transfer In	0	250,000	250,000
Use of Fund Balance	44,296	0	44,296
Total Budget (Amended)	1,641,596	250,000	1,891,596
Expenditures			
Internet/Cell Phone	2,000	600	2,600
Computer/IT	0	16,000	16,000
Landfill Fees	300,000	80,000	380,000
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
Total Budget (Amended)	1,641,596	250,000	1,891,596

Capital Projects Fund	Budget	Amendment	Final
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
Total Budget (Amended)	15,085,976	180,810	15,215,976
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
Total Budget (Amended)	15,085,976	180,810	15,266,786

ARPA	Budget	Amendment	Final
Revenue			
Use of Fund Balance	0	969,253	926,253
Total Budget (Amended)	436,171	969,253	1,405,424

Expenditures			
Animal Shelter	0	969,253	969,253
Total Budget (Amended)	436,171	969,253	1,405,424

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 _____, 2024

Approved on second reading _____, 2024

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3695

AGENDA MEMORANDUM
Masonry Sand Bid

June 26th, 2025

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department accepted sealed bids for Masonry Sand for Top dressing fields at Camp Jordan Park for the fiscal year 2025-2026. We opened bids on June 18th, 2025.

We received (one) bid from the following companies;

1. TJ Hunt, LLC for \$45.00. per ton.

At this time the Parks and Rec Department is asking permission to accept the bid for Masonry Sand from TJ Hunt, LLC.

Attachment

SS

RESOLUTION NO. 3695

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR MASONRY SAND TO TOP DRESS ATHLETIC FIELDS AT CAMP JORDAN PARK FOR FISCAL YEAR 2025 - 2026

WHEREAS, on June 2, 2025, the City of East Ridge advertised for bids for masonry sand to top dress athletic fields at Camp Jordan Park for fiscal year 2025 - 2026; and

WHEREAS, sealed bids were opened and publicly read on June 18, 2025, beginning at 2:30 p.m. at East Ridge City Hall; and

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

WHEREAS, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for masonry sand for fiscal year 2025 - 2026 be awarded to TJ Hunt, LLC in the amount of \$45 per ton.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for the masonry sand to top dress athletic fields at Camp Jordan Park for fiscal year 2025 – 2026 be awarded to TJ Hunt, LLC, in the amount of \$45 per ton.

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

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

Adopted this _____ day of _____, 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

2025 East Ridge Park and Rec Masonry Sand Bid Specifications
Bid Opening
Wednesday June 18, 2025, at 2:30pm
East Ridge City Hall
1517 Tombras Ave
East Ridge, TN. 37412

BID FORM

SUBMITTED BY: Thad "TJ" L. Hunt, III
Company: TJ Hunt I, LLC
Address: 234 Emerson Circle Rossville GA 30741
Contact Person: TJ Hunt
Telephone: 423-593-7724 or 706-956-8394
E-mail: tj@tjhunttrucking.com or kim@tjhunttrucking.com
Date: June 2, 2025

TOTAL BID PRICE PER TON FOR MASONRY SAND DELIVERED

\$ 45.00 / TON

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Signature: 

Name: Thad L. Hunt III

Title: President

Date: 6-2-2025

Return all sealed bids by specified time either by mail or in person to:

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

Mark all bid envelopes "Masonry Sand 6/18/2025"

RESOLUTION NO. 3696

AGENDA MEMORANDUM
TRANE – 5 YEAR MAINTENANCE AGREEMENT

June 26, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The Trane maintenance agreement is a software maintenance plan for the control system that manages and controls the HVAC (heating and air) system at the East Ridge Animal Shelter. It provides a continued license to have the software updated periodically including system security.

When the system was installed, it came with a license for the control system for a period of a year. That license expires sometime in July. Thus we want to continue a software plan for the control system.

Attachment

JSM/

RESOLUTION NO. 3696

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A FIVE-YEAR MAINTENANCE AGREEMENT WITH TRANE FOR HVAC SERVICES AT THE EAST RIDGE ANIMAL SHELTER

WHEREAS, the City of East Ridge owns and operates the East Ridge Animal Shelter, and desires a software maintenance plan for the control system that manages and operates the HVAC system; and

WHEREAS, Trane is a qualified service provider and is a pre-approved vendor under a State of Tennessee purchasing contract, offering pre-negotiated, discounted rates; and

WHEREAS, entering into the proposed five-year maintenance agreement for HVAC services, beginning July 1, 2025, through June 30, 2025, will promote operational efficiency, and including the system security; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into this agreement with Trane under the terms and conditions set forth in the proposed attached contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Mayor or his designee is hereby authorized to execute a five-year maintenance agreement with Trane for maintenance services for the HVAC control system at the East Ridge Animal Shelter, in a form acceptable to the City Attorney.

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

Adopted this _____ day of _____, 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

ANIMAL
SHELTER



TRANE[®]

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

Company Name

East Ridge City Of

Site Address

East Ridge Animal Shelter
5302 Stone Street
Chattanooga, TN 37412

Reference OMNIA Contract #3341

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) Description <ul style="list-style-type: none"> Order Tracer SC SMP 	1
System Analysis and Review (Service 2) Description <ul style="list-style-type: none"> 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) 	10
Update SMP License (Service 3) Description <ul style="list-style-type: none"> Install SMP License 	1



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
_____	Proposal Date: May 19, 2025
Printed Name	Cell: (615) 981-1547
_____	Office: (423) 296-1506
Title	License Number: 23034
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	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 out 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 supercedes 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 or 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:

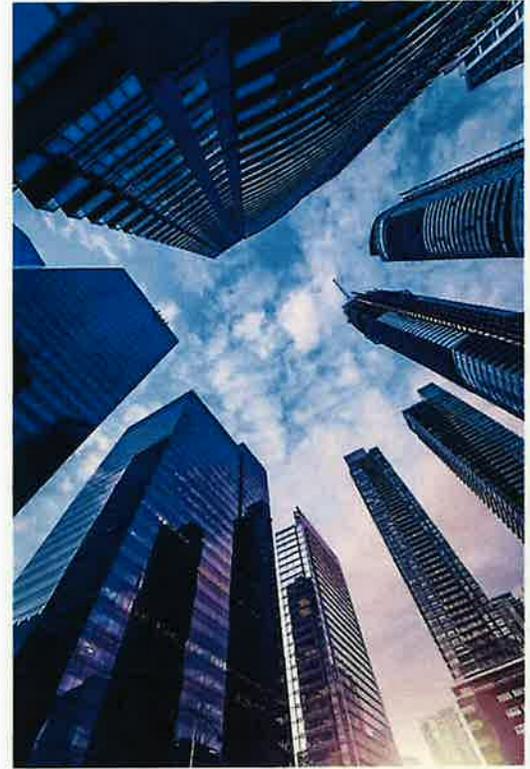
- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

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

RESOLUTION NO. 3697

AGENDA MEMORANDUM

PIN 131488.00

John Ross Road Resurfacing Project

**Approval of Bid Acceptance
Apec-Atlantic, Inc. dba Talley Construction**

June 26, 2025

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of Bid Acceptance for PIN 131488 (John Ross Road Resurfacing)

City Administration respectfully requests approval from the Mayor and Council to accept the bid from Apec-Atlantic, Inc., dba Talley Construction, in the amount of \$750,016.13, dated May 20, 2025, for the resurfacing of John Ross Road.

The City of East Ridge initially advertised this project on the City's website from January 6 to January 30, 2025, seeking bids for the resurfacing of John Ross Road (PIN 131488.00). A public bid opening was held on January 30, 2025, at 2:00 PM at City Hall. Only one bid was received from Talley Construction, in the amount of \$943,643.00.

Following review, the City rejected this initial bid on February 11, 2025, due to the following issues:

- The bid was deemed unbalanced and unresponsive due to mathematical inconsistencies in the bid items and total.
- The proposal failed to include any Disadvantaged Business Enterprise (DBE) documentation, falling short of the required 6% DBE participation goal.

With support from Volkert, Inc., the City secured concurrence from the Tennessee Department of Transportation (TDOT) to reject and rebid the project.

The City re-advertised the project beginning April 27, 2025, and continued public solicitation through May 20, 2025. On that date, the City held a second public bid opening. Again, one bid was received — this time from Apec-Atlantic, Inc., dba Talley Construction, in the amount of \$750,016.13.

The reduction in cost from the original bid is due to the removal of manhole adjustments from the project scope. At the City's request, Hamilton County WWTA has agreed to complete this component directly, eliminating the need for the City to cover costs and later seek reimbursement.

All required bid documents including revised bid tabulations and DBE compliance documentation were submitted to TDOT Local Programs on June 4, 2025. TDOT issued concurrence and compliance certification on June 10, 2025, confirming the bid met all regulatory requirements.

The total bid of \$750,016.13 exceeds the TDOT project contract amount of \$604,961.50, resulting in an overage of \$145,054.63. City Administration recommends covering this overage in the FY2026 budget using funds from the State Street Aid Fund, which is designated for roadway infrastructure and resurfacing projects.

Staff recommend awarding the John Ross Road Resurfacing Project to Apac-Atlantic, Inc., dba Talley Construction, in the amount of \$750,016.13.

Following Council approval, the City will formally notify Apac-Atlantic, Inc., dba Talley Construction of the bid award. A mandatory pre-construction meeting will be scheduled shortly thereafter, with construction anticipated to begin in late summer 2025.

RESOLUTION NO. 3697

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING THE BID OF APAC-ATLANTIC, INC. D/B/A TALLEY CONSTRUCTION FOR THE RESURFACING OF JOHN ROSS ROAD

WHEREAS, the City of East Ridge advertised and solicited bids for the resurfacing of John Ross Road; and

WHEREAS, a public bid opening was held at East Ridge City Hall on May 20, 2025; and

WHEREAS, one bid was received in response to the solicitation, submitted by APAC-Atlantic, Ind. d/b/a Talley Construction in the amount of \$750,016.13; and

WHEREAS, the City has reviewed the bid and determined that it meets the specifications and requirements for the project.

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

SECTION 1. That the bid of APAC-Atlantic, Inc. d/b/a Talley Construction in the amount of \$750,016.13 for the resurfacing of John Ross Road is hereby accepted.

SECTION 2. That the Mayor or his designee is authorized to execute any and all documents necessary to proceed with the project.

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

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No.

PIN: 131488.00
County: Hamilton
Federal Project No.: HIP-M-3576(10)
State Project No.: 33LPLM-F3-282
Local Agency Reference No.: N/A
Description Of Project: Resurfacing of John Ross Road from SR-8 (US-41, Ringgold Road) to Sunrise Terrace in East Ridge, TN
Project Length: 1.30 miles
Completion Time: On or Before 60 Calendar Days from NTP
DBE Goal: 6%

By: APAC - Atlantic, INC. dba. Tully Construction
City, Rossville, Ga.
St.: GA
Surety: Federal Insurance Company

TDOT Version: 1/14/25

THIS PROPOSAL SUBMITTED BY:

APAC - Atlantic, Inc. dba Talley Construction
Bidder (1)

By: [Signature]

MICHAEL ROSE V.P.
Printed Name and Title

1751 McFarland Ave.
Address

Rossville, Ga. 30741
City/State/Zip

Bidder (1) being _____ composed of officers, partners, or owners as
a _____ follows:

CORPORATION
(Type of business entity)

BOBBY CRIBBS V.P. ASSISTANT SAVY TALLEY ASSISTANT SEC V.P.
Name/Title Name/Title

ROBERT TAYLOR SEC V.P. JANET WHITE ASSISTANT SEC V.P.
Name/Title Name/Title

MIKE ROSE V.P. ASSISTANT SEC
Name/Title Name/Title

Bidder (2)*

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (2) being _____ composed of officers, partners, or owners as
a _____ follows:

(Type of business entity)

Name/Title Name/Title

Name/Title Name/Title

Name/Title Name/Title

ESTIMATED ROADWAY QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (EACH)	TOTAL
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	8.3	887.66	7,367.58
411-01.10	ACS MIX(PG64-22) GRADING D	TON	1270	205.37	260,879.70
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	1260	47.87	60,316.20
701-01.01	CONCRETE SIDEWALK (4")	S.F.	90	81.25	7,312.50
701-02.01	CONCRETE CURB RAMP (RETROFIT)	S.F.	706	77.50	54,715.00
702-01	CONCRETE CURB	C.Y.	5.5	3937.50	21,656.25
712-01	TRAFFIC CONTROL	LS	1	63,000.00	63,000.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	24	37.50	900.00
712-06	SIGNS (CONSTRUCTION)	S.F.	363	9.70	3,521.10
713-11.02	PERFORATED/KNOCKOUT SQUARE TUBE POST	LB.	63	7.70	485.10
713-13.03	FLAT SHEET ALUMINUM SIGNS (0.100" THICK)	S.F.	41.5	24.00	996.00
713-15	REMOVAL OF SIGNS, POSTS AND FOOTINGS	LS	1	37.50	37.50
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	120	18.75	2,250.00
716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	250.00	1,000.00
716-02.09	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	230	37.50	8,625.00
716-02.12	PLASTIC PAVEMENT MARKING (BIN LINE)	L.M.	0.02	18,750.00	375.00
716-04.12	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	24	37.50	900.00
716-05.01	PAINTED PAVEMENT MARKING (4IN LINE)	L.M.	4.7	1,875.00	8,812.50
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	120	6.25	750.00
716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	4	125.00	500.00
716-05.21	PAINTED PAVEMENT MARKING (4" DOTTED LINE)	L.F.	450	0.38	171.00
716-12.01	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE)	L.M.	4.7	8,175.00	38,187.50
716-12.04	ENHANCED FLATLINE THERMO PVMT MRKNG (4IN DOTTED LINE)	L.F.	450	2.15	967.50
717-01	MOBILIZATION	LS	1	95,000.00	95,000.00
730-14.02	SAW SLOT	L.F.	1100	8.25	9,075.00
730-14.03	LOOP WIRE	L.F.	2750	4.50	12,375.00
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15" SIGN	EACH	8	2,851.50	22,812.00
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	8	2,893.75	23,150.00
730-50.20	RECTANGULAR RAPID FLASHING BEACON ASSEMBLY (SOLAR POWERED)	EACH	2	11,062.50	22,125.00
920-10.01	CONCRETE CURB RAMP	S.F.	214	96.25	20,617.50

GRAND TOTAL OF BID **750,016.13** (FIGURE)

GRAND TOTAL OF BID **Seven hundred fifty thousand, sixteen dollars and thirteen cents** (WORD)

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

ADAL ATLANTIC INC DBA TALLEY CONSULTING Sworn to and subscribed before me
Bidder (1)

By: [Signature] this 26 day of MAY, 2025
MICHAEL ROSE V.P Printed Name and Title Jillian Kerley Notary Public



My commission expires 11/05/2028

(Seal)

Sworn to and subscribed before me
Bidder (2)

By: _____ this _____ day of _____
Printed Name and Title Notary Public

My commission expires _____

(Seal)

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

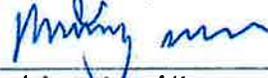
APAC - Atlantic, Inc. dba Talley Construction

Federal Insurance Company

Principal (1)

Surety (1)

By: 

By: 

General Agent or Attorney-in-Fact

Kimberly Leonard,
Attorney-in-Fact

MICHAEL ROSE V.P.

May 15, 2025

Print Name and Title

Date

5/20/25

Date

(Seal)

Principal (2)

Surety (2)

By:

By:

General Agent or Attorney-in-Fact

Print Name and Title

Date

Date

(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

ORDINANCE NO. _____

AGENDA MEMORANDUM

Rezone

Date: July 10th, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On June 2, 2025, Michael Zhang petitioned the East Ridge Planning Commission to rezone the property located at 101 Kingwood Circle (Tax ID# 168E-K-003) from R-1 Residential District to C-2 General Commercial District. The purpose of this rezoning request was to use the structure as a short-term vacation rental and to operate a real estate business within the structure.

The East Ridge Planning Commission denied the rezoning request.

Michael Zhang
1780 Windstone Dr
Ringgold, GA 30736
michael_zhang16@hotmail.com
706-715-9985

22 April 2025

To:
East Ridge Planning Commission
City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412

RE: Rezoning Request – 101 Kingwood Drive (R-1 to C-2) for Short-Term Rental Use

Dear Planning Commission Members,

I respectfully request your consideration to rezone my property at **101 Kingwood Drive** from **R-1 (Residential Single-Family)** to **C-2 (General Commercial)** in order to operate a **professionally managed short-term rental (STR)**.

The property is **directly across the street from existing C-2 zoned parcels**, making it well-positioned as a logical extension of the city's established commercial district. This adjacency supports the notion that the proposed rezoning is not spot zoning, but rather a transition that aligns with the surrounding zoning context.

Key reasons for this request:

- **Direct Adjacency to C-2 Zoning:** The parcel is situated immediately across from active C-2 properties, allowing for natural integration into the existing commercial pattern near Kingwood Drive.
- **Low-Impact Use:** A short-term rental would maintain the existing residential structure and streetscape, generating less traffic and disruption than many typical commercial uses allowed in C-2 zones.
- **No Changes to Exterior Character:** The property will retain its single-family appearance, with no signage or structural modifications proposed, preserving the neighborhood feel.
- **Tourism and Economic Benefit:** East Ridge's proximity to local attractions and interstate access makes it a strong location for short-term lodging that brings economic value to the city through taxes and local spending.
- **Responsible Operation:** I am committed to operating the STR in compliance with all licensing, safety, and occupancy regulations, including appropriate parking and guest limits.

I understand and respect the city's goal of balancing neighborhood integrity with growth. I believe this request supports that balance by placing a quiet, regulated commercial use next to existing C-2 zoning while maintaining the property's residential character.

I would be happy to address any conditions or limitations the Planning Commission may recommend and appreciate your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to be the initials 'MZ' followed by a stylized flourish.

Michael Zhang



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2025-0097		Date Submitted: 04/23/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: R-1		Rezoned To: C-2	Total acres in request area: 0.41
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
None			
4 Property Information			
Property Address: 101 Kingwood Dr		Property Tax Map Number: 168E-K-003	
5 Proposed Development			
Reason for request/Project description:	To run a professionally managed short-term rental (STVR).		
6 Site Characteristics			
Current Use:	Residential		
Adjacent Uses:	Residential and Commercial		
7 Applicant Information			
Name: Michael Zhang			
Address (street, city, state, zip): 1780 Windstone Dr, Ringgold, GA 30736			
Phone: 706-715-9985		Email: Michael_zhang16@hotmail.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.		
8 Property Owner Information <i>Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.</i>			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
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: _____	
Office Use Only:			
Checklist			
<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: 2025-0097

APPLICANT: Michael Zhang

PROPERTY OWNER: Michael Zhang

PROPERTY ADDRESS: 101 Kingwood Dr

TAX MAP PARCEL ID: 168E-K-003

JURISDICTION: East Ridge

SIZE OF PROPERTY: 0.41 acres

REQUEST: Rezone from R-1 Residential District to C-2 General Commercial District for a short-term vacation rental.

PROPERTY DESCRIPTION

EXISTING LAND USE

Single-Family Detached Dwelling

SURROUNDING LAND USES

North: Commercial
East: Single-Family Residential
South: Single-Family Residential
West: Single-Family Residential

ACCESS

Kingwood Dr

TRANSPORTATION

Kingwood Dr is a local road.

PROPOSED RESIDENTIAL DENSITY
2.4 du/ac

ADJACENT RESIDENTIAL DENSITY
~2-3 du/ac

NATURAL RESOURCES
N/A

ZONING

ZONING HISTORY

- There is no recent zoning history for the site.
- Case 2018-0024 located at 104 Kingwood Dr was rezoned from C-2 to R-1 to retain an existing single-family dwelling in a residential neighborhood (Ordinance #1066).

ZONE DISTRICT COMPATIBILITY

USE

Single-Family Residential
Multi-Family Residential
Commercial
Office
Institutional
Lodging

CURRENT R-1 ZONE

PROPOSED C-2 ZONE

DEVELOPMENT STANDARDS

Lot Size
Lot Frontage
Setbacks

CURRENT R-1 ZONE

10,000 sf
75'
Front: 25'
Side: 10'
Rear: 25'

PROPOSED C-2 ZONE

N/A
N/A
Front: 25'
Side: 10'
Rear: 25'
No building shall exceed in height the shortest distance from building to nearest boundary of an R-1 district

Building Height

2.5 stories or 35'

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by single-family residential on three sides. There are commercial uses to the north along Ringgold Rd.

Yes No See Comments

COMPATABILITY WITH DEVELOPMENT FORM

The development form along Kingwood Dr is residential with 1-2 story single-family dwellings on individual lots. The form transitions to commercial to the north along Ringgold Rd with paved parking lots and large commercial/office buildings.

Yes No See Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

Approving the C-2 zone at this location could set a precedent for future requests to expand the C-2 zone south along Kingwood Dr along a primarily residential street. There has been recent zoning history (2018) to downzone property from C-2 to R-1 along Kingwood Dr to retain single-family dwellings along the residential street.

Staff recommends use conditions limiting the uses to residential and short-term vacation rental only if the application is approved to limit nuisances to adjacent residential properties.



City of East Ridge

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

Department of Building and Codes

DATE: May 28th, 2025
TO: Planning Commission Members
FROM: Building and Codes Department
SUBJECT: Rezone

Applicant: Michael Zhang

Location: 101 Kingwood Circle, Tax Map 168E-K-003

Consider Michael Zhang's request to rezone 101 Kingwood Drive from R-1 Single Family Residential to C-2 General Commercial District for the use of a short-term vacation rental.

The existing land use includes single-family residential areas to the east, south, and west along Kingwood Drive, featuring 1- to 2-story single-family dwellings on individual lots, and commercial zones to the north of the site.

The zoning history for the area, particularly at 104 Kingwood Dr, was rezoned from C-2 to R-1 to preserve an existing single-family dwelling within the residential neighborhood.

The C-2 General Commercial District permits residential use; however, a primary business must be established as outlined under permitted uses within the C-2 to allow for this.

Approving a C-2 zone will set a precedent for future requests to extend the C-2 zone south along Kingwood Drive, adjacent to a primary residential street.

Compatibility Challenges are as follows:

1. **Land Use Incompatibility:** The property is surrounded on three sides (east, south, and west) by single-family residential homes. Introducing commercial zoning into this area disrupts the established residential character and may lead to land use conflicts between commercial and residential activities, such as increased traffic, noise, and transient occupancy.
2. **Neighborhood Character:** The existing character of Kingwood Drive is that of a quiet, low-density residential neighborhood. Rezoning to C-2 could undermine this character and set a precedent for further commercial encroachment, leading to the gradual erosion of the neighborhood's residential integrity.

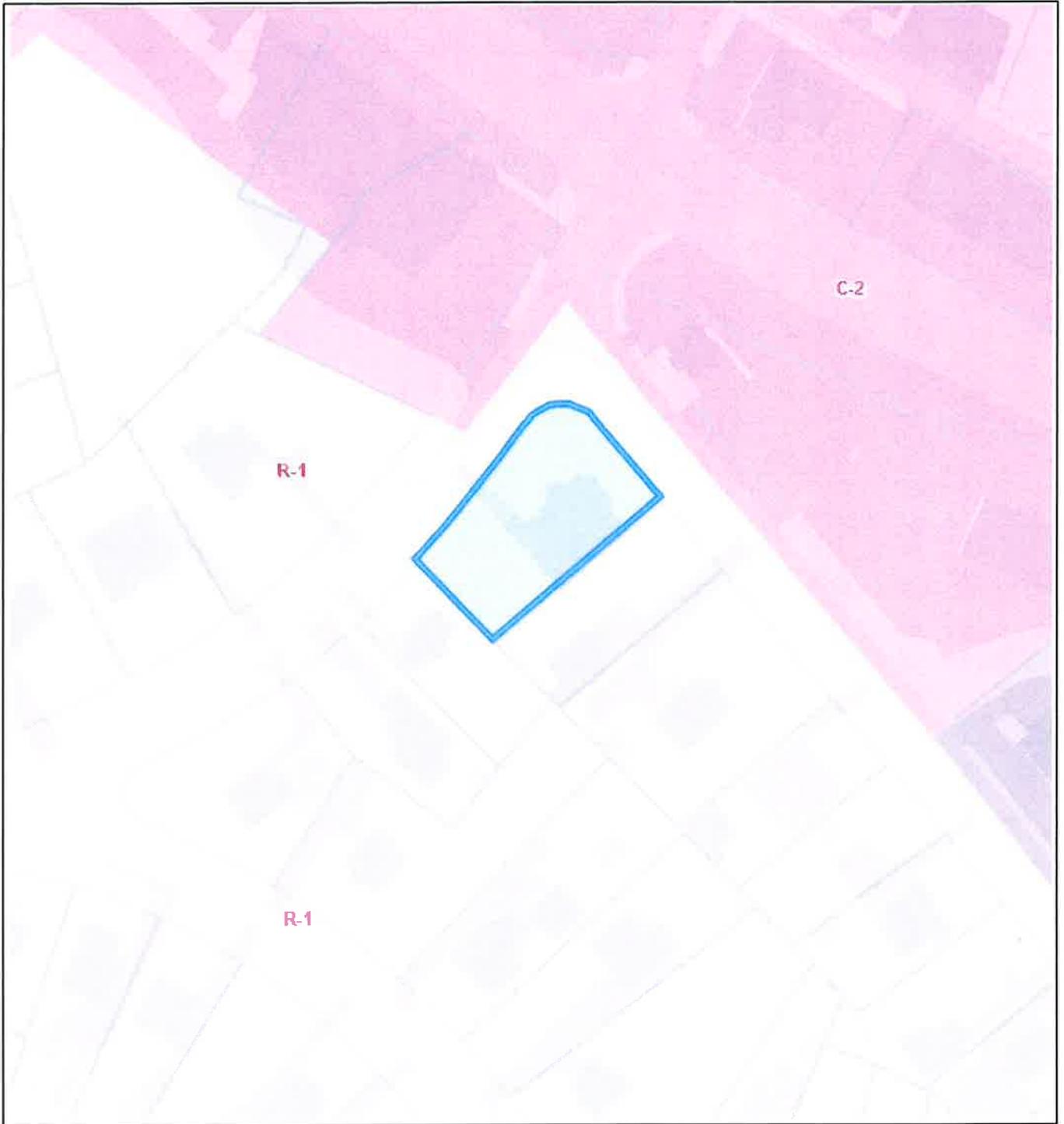
3. **Zoning Consistency:** A prior decision to rezone 104 Kingwood Drive from C-2 to R-1 specifically aimed at reinforcing residential consistency.

4. **Lack of Primary Commercial Use:** The C-2 district permits residential use only when they are secondary to a primary business. The applicant's intent to use the property solely as a short-term vacation rental does not align with the C-2 district's core purpose, creating a use conflict within the zoning classification itself.

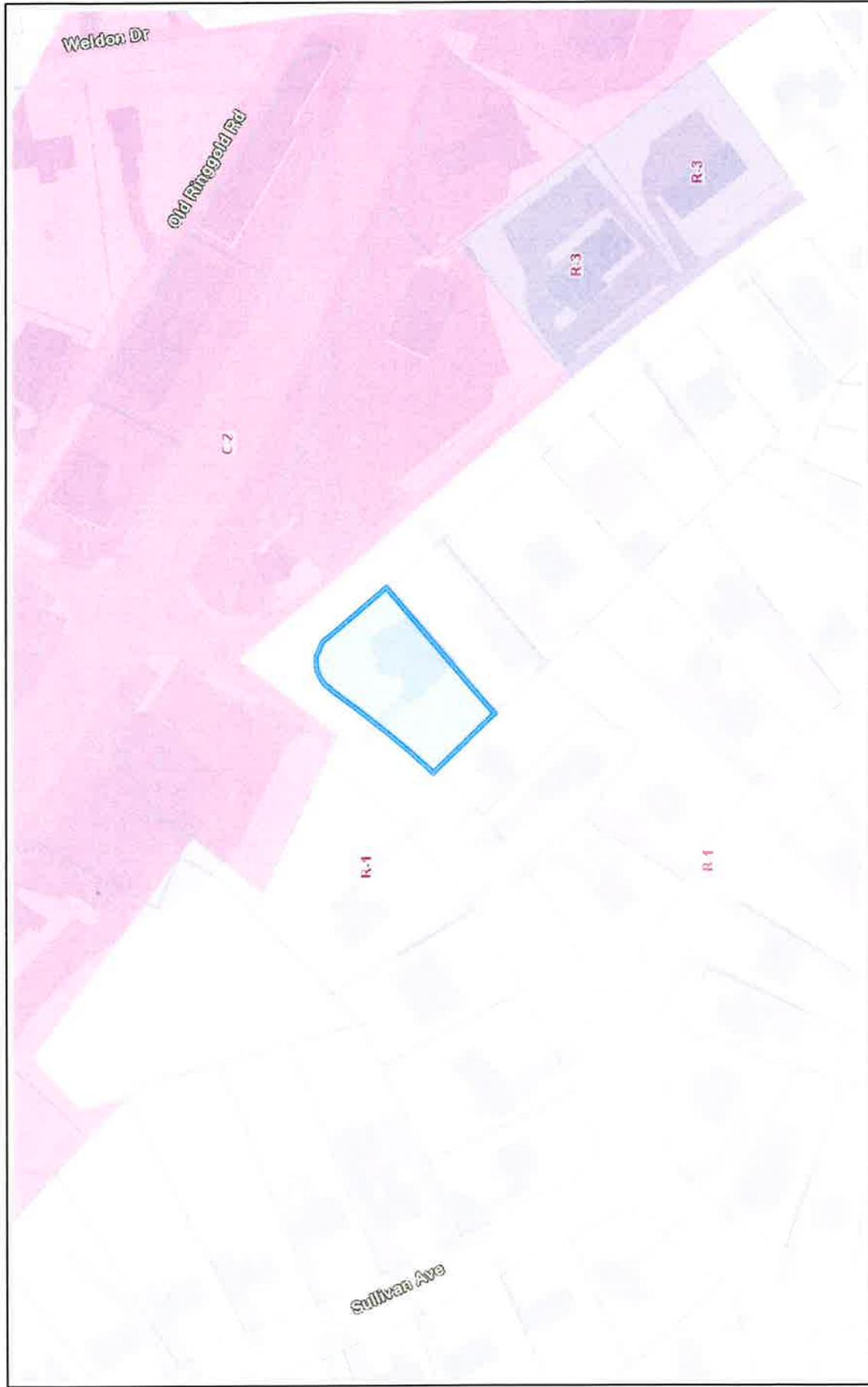
5. **Spot Zoning Concerns:** Rezoning a single lot in the middle of a residential block for a non-residential purpose is spot zoning, which is generally discouraged unless clearly supported by a broader planning strategy or public benefit.

These compatibility issues suggest the request is inconsistent with surrounding land uses, established zoning patterns, and community planning objectives.

2025-0097 Rezoning from R-1 to C-2



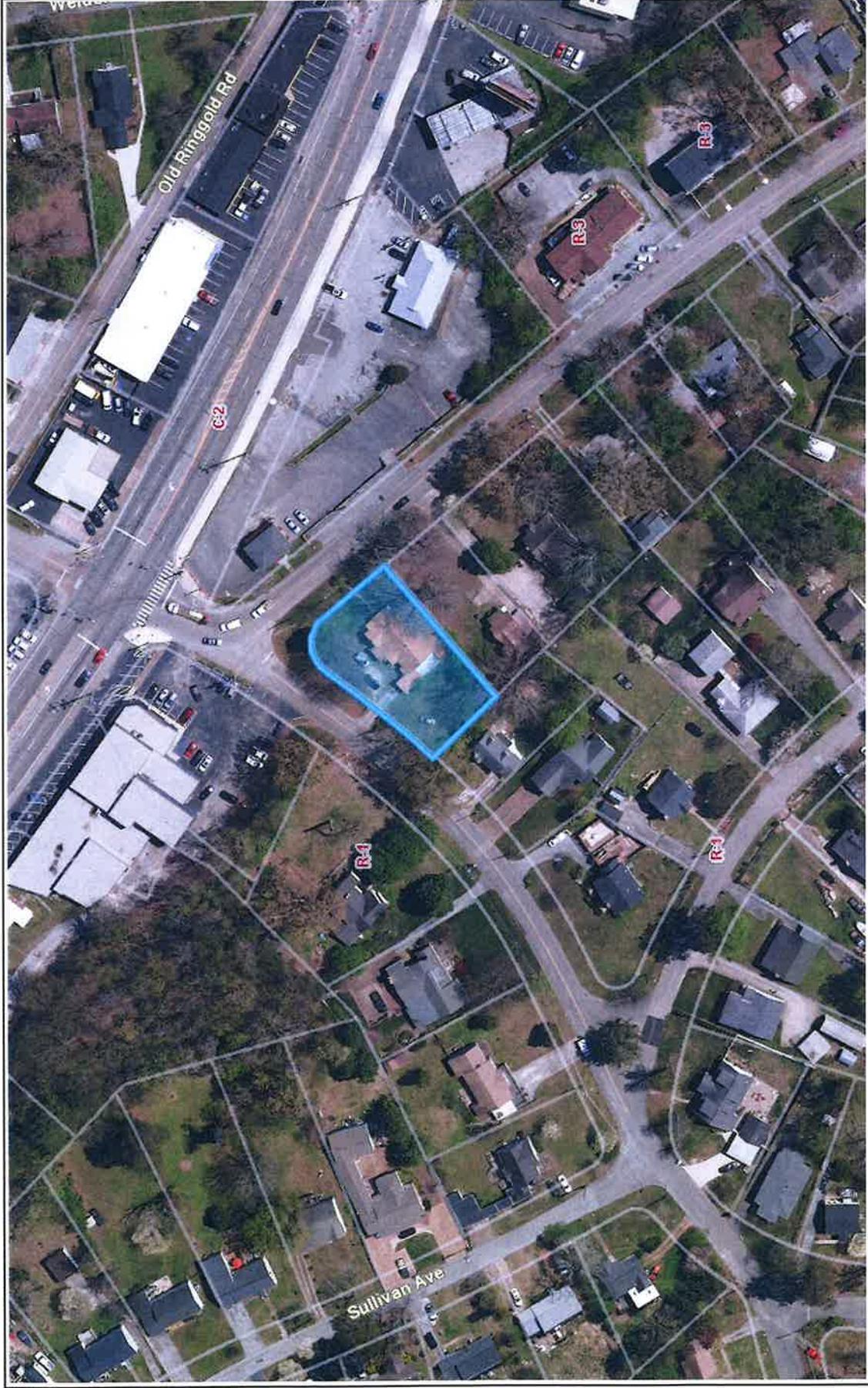
2025-0097 Rezoning from R-1 to C-2



2025-0097 Rezoning from R-1 to C-2



2025-0097 Rezoning from R-1 to C-2



ORDINANCE NO. _____

AGENDA MEMORANDUM

Sign Variance

Date: July 10th, 2025

Submitted by:



Michael Howell, Chief Building Official

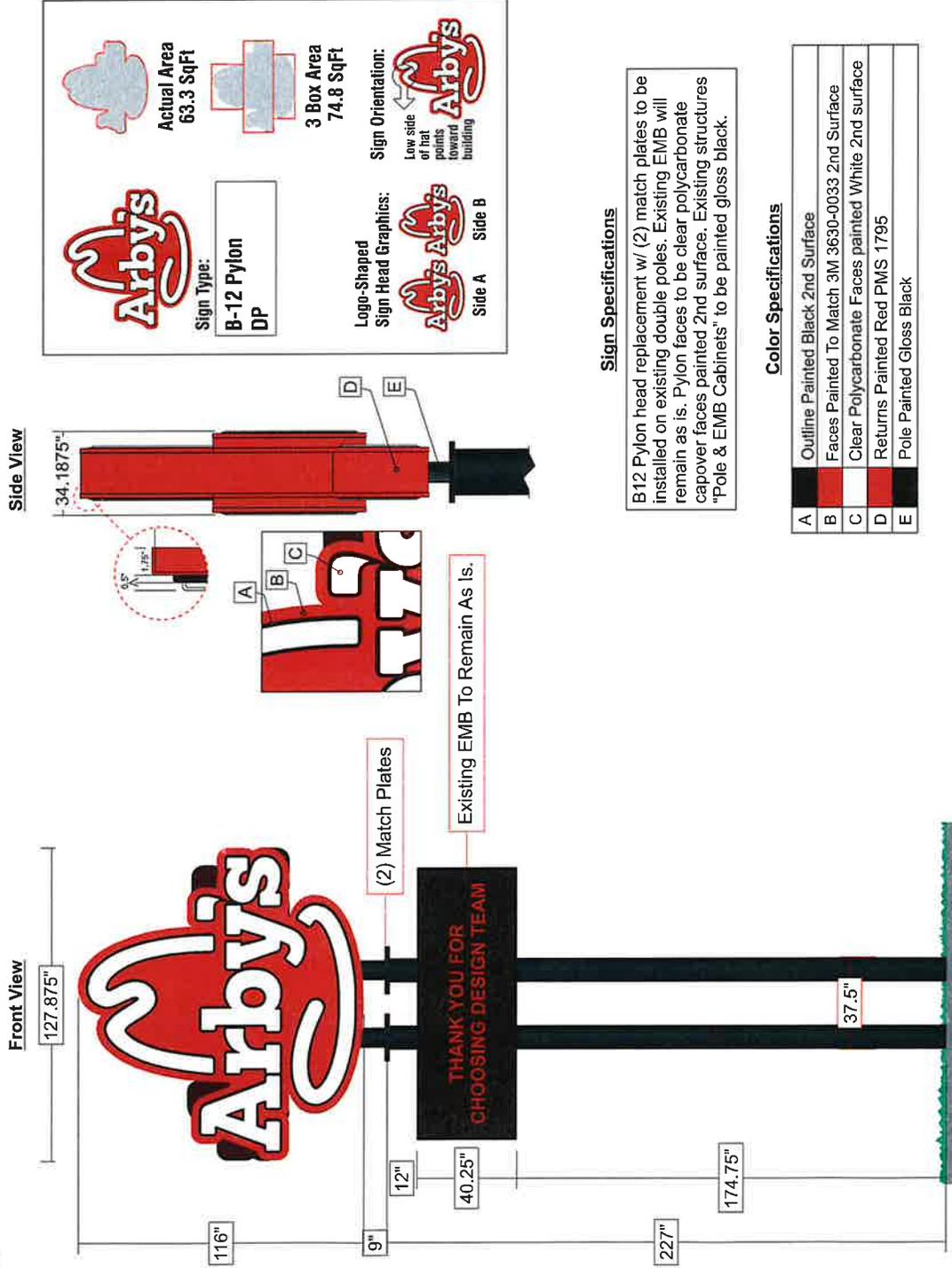
SUBJECT:

Timothy Joy, representing Valley Signs and Surveys, is requesting a variance on behalf of Michel Investment Company. The request involves the removal of the current sign cabinet and the installation of a new one while maintaining the existing height of the pylons for the now non-conforming sign located at 6302 Ringgold Road. The existing electronic message board will remain unchanged.

Per the City of East Ridge Sign Ordinance 1028, Section 108- Item T.

" If for any reason the legal non-conforming sign is removed, destroyed, or damaged over 50%, the replacement sign must be constructed in conformance to this ordinance with regard to size, height, and setback and to all adopted local, state, and national engineering standards pertaining to such a structure."

B12 PYLON HEAD REPLACEMENT



Existing Pylon



Actual Area
63.3 SqFt

3 Box Area
74.8 SqFt

Sign Orientation:
Low side of hat points forward building

Sign Type:
B-12 Pylon DP

Logo-Shaped Sign Head Graphics:
Side A Side B

Sign Specifications

B12 Pylon head replacement w/ (2) match plates to be installed on existing double poles. Existing EMB will remain as is. Pylon faces to be clear polycarbonate capover faces painted 2nd surface. Existing structures "Pole & EMB Cabinets" to be painted gloss black.

Color Specifications

A	Outline Painted Black 2nd Surface
B	Faces Painted To Match 3M 3630-0033 2nd Surface
C	Clear Polycarbonate Faces painted White 2nd surface
D	Returns Painted Red PMS 1795
E	Pole Painted Gloss Black

APPROVAL INFORMATION & CONFIRMATION

Proof is approved. Proceed with production of order.

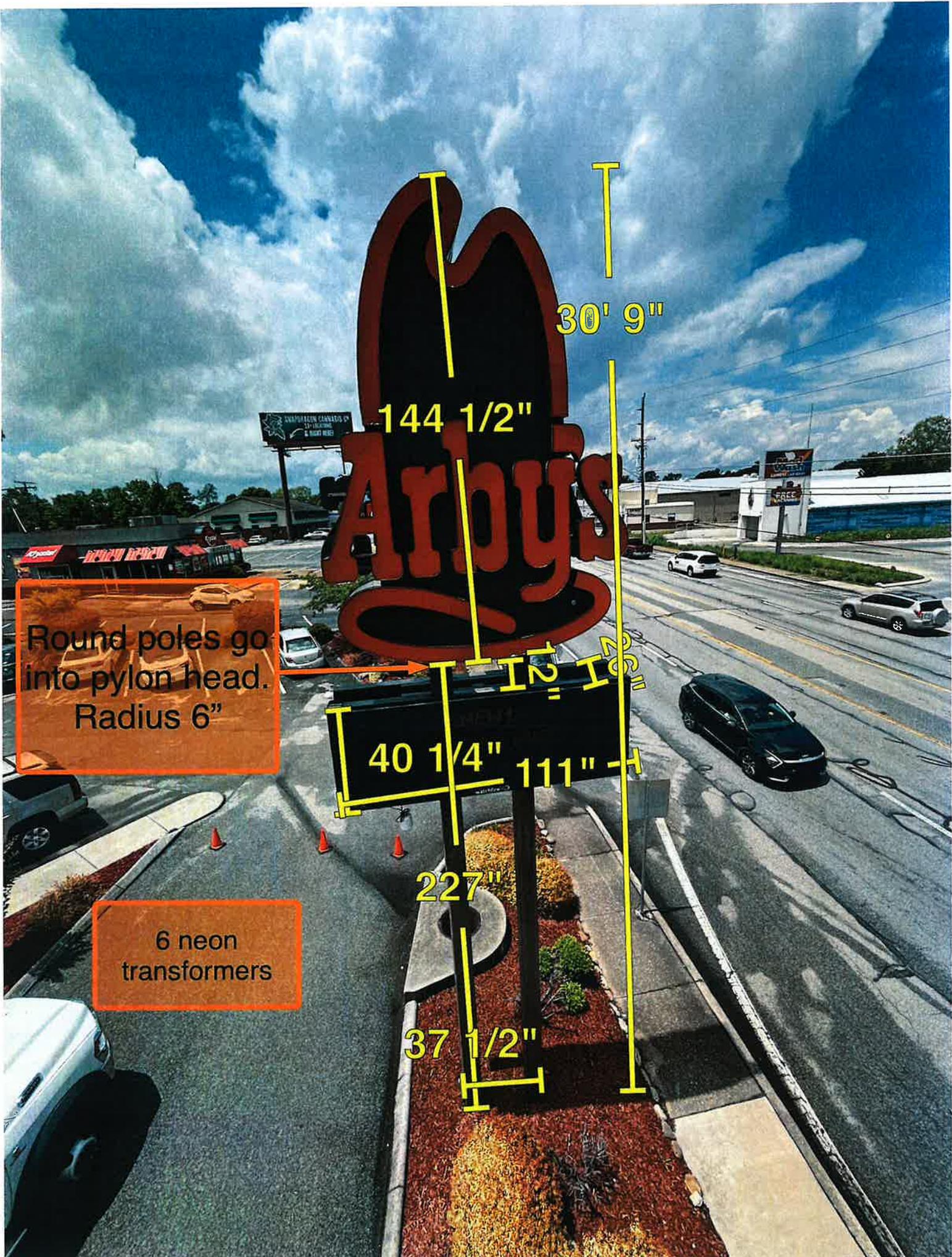
Proof is approved with corrections. Make corrections as indicated and proceed with production of order.

SIGNATURE _____ PRINT NAME _____ DATE _____

I have reviewed this proof in regard to Sign Type, order quantity, and accuracy of items, symbols, and text (e.g. spelling capitalization, punctuation).

These plans are the exclusive property of Design Team Sign Company and are the result of the original work of its employees. Any reproduction or use of these plans for any purpose without the written consent of Design Team Sign Company is strictly prohibited. Design Team Sign Company is not responsible for any errors or omissions in these plans. Distribution or exhibition of the plans to anyone other than employees of your company is strictly prohibited. In the event of any reproduction or use of these plans without the written consent of Design Team Sign Company, the user shall be held liable for any and all costs and expenses incurred by Design Team Sign Company in connection with the enforcement of its intellectual property rights.

Client: ARBY'S #55008
Location: 302 Beckett Rd., East Ridge, TN 37412
Drawn By: MDM
Date: 05/28/2025
Approved By:
Sheet: Scale:
File: Filesystem\Rest\Arbyr\TNEastRidge\CP



30' 9"

144 1/2"

40 1/4"

111"

227"

37 1/2"

Round poles go into pylon head.
Radius 6"

6 neon transformers

6302 RINGGOLD RD

Details
address
6302 RINGGOLD RD
score
100

| want to...

Parcel Information

MICHEL INVESTMENTS CO
6302 RINGGOLD RD
1881 J 004
Property Information

[View Additional Details](#) [Print a Brochure](#) [Add to Favorites](#)

6302 Ringgold Rd



Hamilton County, Tennessee

Unofficial Property Card

Location 6302 RINGGOLD RD	Property Account Number 115595	Parcel ID 169L J 004
Property Type 08	Land Use 583	District EAST RIDGE

Current Property Mailing Address

Owner MICHEL INVESTMENTS CO	City CINCINNATI
	State OH
Address C/O RESTAURANT MANAGEMENT INC	Zip 45209
4000 SMITH RD STE 400	

Current Property Sales Information

Sale Date 8/12/2022	Legal Reference 13059 0085
Sale Price \$1,700,000	Grantor(Seller) CORBLY ROGER S, TRUSTEE

Current Property Assessment

Building Value \$1,119,300
Xtra Features Value \$13,700
Land Value \$344,400
Total Value \$1,477,400
Assessed Value \$590,960

Narrative Description

This property is classified as COMMERCIAL with a(n) Restaurant - Fast Food style structure on this card, built about 2014 with 2,144 square feet.

Land Description

The total land area of this property is (1 acres).

Legal Description

LTS 4-6 BLK A G E SMITH PB 9 PG 45 0320 11 02

Property Images

Book/Page: **GI 13059 / 85**

Instrument: 2022081500288

5 Page WARRANTY DEED Value of \$1700000.00
Recorded by ADS on 8/15/2022 at 2:49 PM

This Instrument Prepared By:
Timothy A. Michel, Esq.
Haverkamp Riehl & Michel
5856 Glenway Avenue
Cincinnati, Ohio 45238

Deed Recording Fee	\$25.00
Data Processing Fee	\$2.00
eFile Fee	\$2.00
Probate Fee	\$1.00
Conveyance Tax	\$6290.00
TOTAL FEES	\$6320.00

State of Tennessee Hamilton County
Register of Deeds
Electronically Recorded by Simplifile

Marc Gravitt

SPECIAL WARRANTY DEED

ADDRESS OF NEW OWNER:	SEND TAX BILLS TO:	MAP/PARCEL NOS:
Michel Investments Company 65 Walden Lane Ft. Thomas, Kentucky 41075	Restaurant Management, Inc. 4000 Smith Road, Suite 400 Cincinnati, Ohio 45209	169L J 004.00

ROGER S. CORBLY, TRUSTEE OF THE ROGER S. CORBLY TRUST UA DATED 12/23/96 (herein "Grantor") for and in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer and convey unto **MICHEL INVESTMENTS COMPANY**, an Ohio general partnership, (herein "Grantee") certain real property located in Hamilton County, State of Tennessee, fully described in **Exhibit A** hereto, together with all and singular rights, titles, tenements, hereditaments, appurtenances and interests belonging or in any way appurtenant thereto (collectively, the "Property").

This is improved property known as: 6302 Ringgold Road, East Ridge, Tennessee 37412

This conveyance is made subject to, and the warranties and representations herein shall not apply to, the following: (i) all zoning ordinances, easements and restrictions of record affecting the Premises; (ii) taxes for the year 2022 are assumed by the Grantee herein; (iii) easement as set out in instrument recorded in Book 1607, Page 362, Hamilton County, Tennessee Register's Office; and (iv) all notes, stipulations, restrictions, easements and regulations as shown, described or noted on plat recorded in Plat Book 9, Page 45, Hamilton County, Tennessee Register's Office.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, and its successors and assigns in fee simple forever, and Grantor does hereby covenant that it is lawfully seized and possessed of said real property; that it has full power and lawful authority to sell and convey same; and the Grantor will forever warrant and defend the title to the real property herein conveyed against all persons claiming the same from, through or under it, but not further or otherwise.

[SIGNATURES TO FOLLOW]

EXECUTED and made effective as of the 12th day of August, 2022.

GRANTOR:

**THE ROGER S. CORBLY TRUST UA DATED
12/23/96**

Roger S. Corbly
By: Roger S. Corbly
Its: Trustee

State of OHIO
County of HAMILTON

Before me, the undersigned, of the state and county aforementioned, personally appeared, Roger S. Corbly, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Trustee of **THE ROGER S. CORBLY TRUST UA DATED 12/23/96**, the within named Grantor, and that as such, Trustee executed the foregoing instrument for the purpose therein contained, by signing on behalf of the Trust as Trustee thereof.

WITNESS my hand and Official Seal at office, this 12th day of August, 2022.



Maria M. Seitz
Notary Public
State of Ohio
My Commission Expires
February 26, 2027

Maria M. Seitz
Notary Public

My Commission Expires 2/26/27.

STATE OF OHIO)

COUNTY OF HAMILTON)

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$1,700,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

GRANTEE:

MICHEL INVESTMENTS COMPANY
an Ohio general partnership

Roberta A. Blum

Roberta A. Blum, General Partner

Before me, the undersigned, of the state and county aforementioned, personally appeared, Roberta A. Blum, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the General Partner of **Michel Investments Company**, an **Ohio general partnership**, the within named Grantee, and that as such, General Partner executed the foregoing instrument for the purpose therein contained, by signing on behalf of the partnership as General Partner thereof.



Maria M. Seitz
Notary Public
State of Ohio
My Commission Expires
February 26, 2027

Maria M. Seitz
Notary Public

My Commission Expires 2/2/27

**EXHIBIT A
Legal Description**

Parcel No. 169L J 004.00:

Located in the City of East Ridge, County of Hamilton, State of Tennessee and described general as follows:

Lots 4, 5 and 6, Block A - G.E. Smith - Plat Book 9, Page 45 as R.O.H.C. (Tax Map 169-L-J-4) Lots front approximately 150' 0" on South Side of Ringgold Road and extends South along West Side of South Smith Road (which will be the East Side of the property) approximately 167" 0".

FOR INFORMATIONAL PURPOSES, ONLY: Being the same property conveyed to Roger S. Corbly, Trustee of the Roger S. Corbly Trust UA dated 12/23/96 by Special Warranty Deed dated October 2, 2014 and recorded October 6, 2014 at Book 10316, Page 724, Hamilton County, Tennessee Records.

Tennessee Certification of Electronic Document

I, Gregory J. Haverkamp, President, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 8/12/2022 (date of document).

[Handwritten Signature]
Affiant Signature

8.15.22
Date

State of Ohio
County of Hamilton

Sworn to and subscribed before me this 15 day of August, 2022.

[Handwritten Signature]
Notary's Signature

MY COMMISSION EXPIRES: _____

NOTARY'S SEAL



KATHERINE M. REDDING
Notary Public, State of Ohio
My Commission Expires
February 13, 2027



**RESTAURANT
MANAGEMENT** inc.

4000 Smith Road
Cincinnati, OH 45209
513-362-8900
Fax 513-362-1300
www.arbys-rmi.com

Aaron

Here is a copy of my signature, as per your request, concerning the variance filing for the pylon sign at our unit.

Arby's 5808
6302 Ringgold Road,
East Ridge, TN 37412

Thanks

Jack K. Jones
Director of Construction and Facilities
Office: 513-362-1267
Cell: 423-421-5305
Jack.j@arbys-rmi.com



**RESTAURANT
MANAGEMENT** inc.

4000 Smith Road, Suite 400
Cincinnati, Ohio 45209

AGENDA MEMORANDUM

Housing Board Appeal

Date: July 10th, 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 1, 2025, Code Enforcement issued a Notice of Repair and Clean-Up Demolition Citation to the property owner, Ms. Brenda Locklear, for the property located at 3714 Sullivan Ave. The owner did not comply with the notice or the Housing Board's orders to clean the property. As a result, on June 11, 2025, the East Ridge Housing Board directed the city to take action to clean the exterior of the property.

Ms. Brenda Locklear submitted an appeal to the City Manager on June 20th, 2025. This appeal was submitted within 10 days of the notice issued by the Housing Board to remediate the non-compliant conditions.

JUNE 20, 2025

I appeal this decision of the Housing Commission,
3714 Sullivan Ave. East Ridge, TN 37412 (June 11, 2025)
I would like to move this forward to the City
Council for review,

City of

JUN 20 2025

East Ridge

Thank you,

Brenda Locklear
Brenda Locklear



City of East Ridge

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

Department of Building & Codes

NOTICE TO REPAIR, CLEAN-UP, OR DEMOLISH

Inspection Date: April 1, 2025 Property Address 3714 Sullivan Avenue
To: Brenda Locklear Owner
3714 Sullivan Avenue, east ridge TN 37412 Owner Address

The above Property Address consisting of a parcel of land and Single Family Dwelling as inspected on the above date. This notice is being issued as a result of noncompliance with the City's Housing Code of East Ridge (§13-304), and the International Property Maintenance Code ("IPMC") adopted pursuant to Title 12 of the East Ridge City Code, existing on the Property, such noncompliance being noted in particular by checkmarks as follows:

UNSAFE STRUCTURE(S) AND EQUIPMENT

108.1.1 Unsafe structure(s). The structure fails to provide minimum safeguards to protect and/or warn occupants against fire or that collapse of the structure is possible for the following reasons:
 Existence of unsafe equipment Improper distributed loads upon floors, walls or roofs Insufficient Windows
 Unsafe Structure because of dangerous, dilapidated, decayed, unstable or faulty construction and/or foundation.

108.1.2 Unsafe equipment. The following equipment is unsafe and a hazard to life, health, property or safety to the public or occupants of the Property or structure(s) because it is in disrepair, dilapidation, decay or faulty condition:
 Heating/air units Electrical wiring or device(s) Flammable containers Moving stairway Plumbing Fans Elevator

108.1.3 Structure unfit for human occupancy. The structure is unfit for human occupancy and unsafe for the following reasons:
 Significant disrepair and/or lack of maintenance Insanitary, vermin, pest or rat infested Contains filth and contamination
 Location of the structure or items in structure constitutes a hazard to the occupants and/or public
 No sanitary sewer connection Improper electrical facilities Improper heating/air units Water leakage

108.1.4 Unlawful structure. The structure is unlawful and in violation of applicable City Code.
 The structure is occupied in whole or in part by more persons than permitted under East Ridge City Code.
 The structure was constructed, altered, modified, or renovated contrary to East Ridge City Code.

108.1.5 Dangerous structure or premises. The Property or structure is dangerous and poses a hazardous threat to life, health, property or safety to the public or occupants of the Property for the following reason(s):

- (1) Door, aisle, passageway, stairway, exit or other means of egress does not conform to the approved building or fire code of the East Ridge as related to the requirements for existing buildings.
- (2) Walking surface of the structure's aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
- (3) A portion of the structure or out-building has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by such other cause to such an extent that it poses a threat to partial or complete collapse, and/or has become detached or dislodged.
- (4) A portion of the structure or out-building on the exterior thereof is of insufficient strength and/or stability or is not so anchored, attached or fastened in place and is incapable of resisting natural or artificial loads of one and one-half the original designed value.

Brian Williams
Mayor

David Tyler
Vice-Mayor

Jacky Cagle
Councilmember

Andrea Witt
Councilmember

Jeff Ezell
Councilmember

Scott Miller
City Manager

- (5) The structure or out-building, or any part thereof poses a threat to partial or complete collapse, or the foundation or underpinning of the structure is likely to fail or give way because of dilapidation, deterioration, decay, faulty construction or movement of some portion of the ground necessary for the support of the foundation.
- (6) The structure or out-building or any portion thereof, is clearly unsafe for its use and occupancy.
- (7) The structure or out-building has become an attractive nuisance to children who might or in fact do play in the structure or out-building to their danger and/or has become a harbor for vagrants, criminals or immoral persons and enables persons to resort to the structure our out-building for committing a nuisance or an unlawful act.
- (8) The structure or out-building has been constructed, exists or is maintained in violation of the East Ridge Building Code and/or Fire Code to such an extent as to present a substantial risk of fire, building collapse or other threat to life and safety.
- (9) The structure or out-building being used for dwelling purposes, or intended to be used for dwelling purposes, is unfit for human habitation and/or is in such a condition to cause sickness or disease, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system.
- (10) The structure or out-building is a threat to life, safety and/or health because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, or plumbing system.
- (11) The structure or out-building constitutes an attractive nuisance and/or hazard to the public because remains on the Property after the demolition or destruction of the structure or out-building or, alternatively, the structure or out-building has been abandoned.

This property has been brought in front of Housing before for the same issue. Open storage, trash + debris, clutter. It has been to AHJ and has a fine pending. Entire property needs to be cleaned.

Inspector Signature V. Holden

NOTICE IS HEREBY ISSUED THAT THE OWNER, OCCUPANT, MORTGAGEE OR OTHER PERSONS HAVING AN INTEREST IN THE PROPERTY MUST BRING THE PROPERTY INTO COMPLIANCE. IT IS YOUR RESPONSIBILITY TO CONTACT THE CITY OF EAST RIDGE DIVISION OF BUILDING/CODES AT 423-867-7711 TO ARRANGE FOR A RE-INSPECTION OF YOUR PROPERTY.

THIS MATTER MAY BE SUBMITTED TO THE EAST RIDGE HOUSING COMMISSION FOR A HEARING. IF THE CITY PERFORMS EFFORTS TO BRING THE PROPERTY INTO COMPLIANCE, ALL COSTS, EXPENSES AND FEES TO ACHIEVE SUCH COMPLIANCE WILL BE CHARGED AGAINST THE PROPERTY AND SHALL BE A LIEN UPON SUCH PROPERTY.

YOU AND/OR PARTIES IN INTEREST MAY FILE AN ANSWER TO THIS NOTICE AND YOU MAY APPEAR IN PERSON, OR OTHERWISE, TO OFFER YOUR TESTIMONY OR THE TESTIMONY OF YOUR WITNESSES IN OPPOSITION TO THE INSPECTOR'S REPORT AT THE ABOVE MENTIONED HEARING TIME AND DATE.

ALL PERSONS HAVING AN INTEREST IN THE PROPERTY MUST BE PRESENT AT THE SCHEDULED HOUSING COMMISSION DATE PROVIDED BY THE BUILDING AND CODE OFFICAL. THE HOUSING COMMISSION DATE IS: April 9, 2020 @ 5:30pm AT 5:30 PM IN THE COURT ROOM, 1517 TOMBRAS AVENUE, EAST RIDGE, TN 37412.





**CITY OF EAST RIDGE, TENNESSEE
HOUSING COMMISSION**

Brenda Locklear,
Respondent

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Property Address:
3714 Sullivan Avenue
East Ridge, TN 37412

Date of Issuance May 14, 2025

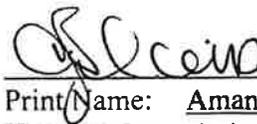
HOUSING COMMISSION ORDER

This matter came before the East Ridge Housing Commission on the above referenced Date. The City's Code Enforcement Department ("CED") representative Torrey Holder testified that service has been perfected upon the Respondent via US Mail, certified mail, and posting upon the Property. CED testified that there are significant debris and sanitation issues with the Property as evidenced in the City's Notice of Repair-Clean UP-Demolish Citation dated April 1, 2025, together with all photographs, which are incorporated herein in full into this order. Brenda Locklear appeared on behalf of the Respondent and did not dispute the findings of CED. Ms. Locklear agreed the property needs to be cleaned up and remediated and that she would bring the property into compliance on or before June 11, 2025, before the next Housing Commission meeting. Accordingly, it is hereby ORDERED that:

1. This matter is hereby set for a hearing on June 9, 2025 at 5:30 before the East Ridge Housing Commission at City Hall Court, 1517 Tombras Avenue, East Ridge, Tennessee, at which time the Commission will hold a SHOW CAUSE HEARING to determine whether the Owner/Respondent has brought the Property into compliance with applicable building codes and property maintenance codes.

3. All parties having an interest in the Property are ordered to appear and SHOW CAUSE as to what actions have be taken to remediate the Property and to bring the Property into compliance.

4. If no Respondent(s) appear, the Commission may order remediation actions pursuant T.C.A. § 13-21-101 et seq. and Title 13 of the City Code to bring the Property into compliance, with all costs and expenses taxed against the Property.



Print Name: **Amanda Davis**
Housing Commission Chairperson

**CITY OF EAST RIDGE, TENNESSEE
HOUSING COMMISSION**

Brenda Locklear,
Respondent

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Property Address:
3714 Sullivan Avenue
East Ridge, TN 37412

Date of Issuance June 11, 2025

HOUSING COMMISSION ORDER

This matter came before the East Ridge Housing Commission on the above referenced Date. The City's Code Enforcement Department ("CED") representative Torrey Holder testified that service has been perfected upon the Respondent via US Mail, certified mail, and posting upon the Property. Respondent and her son Trey Locklear appeared at the hearing.

CED testified that there remained significant debris and sanitation issues with the Property as previously evidenced in the City's Notice of Repair-Clean UP-Demolish Citation dated April 1, 2025, together with all photographs, which are incorporated herein in full into this order. Respondent did not dispute the current representations and/or findings of CED. Ms. Locklear agreed the property needs to be cleaned up and remediated and acknowledged she did not come into full compliance prior to June 11, 2025 as ordered in the Commission's prior Order. CED further testified that an estimate to bring the Property into compliance was received by the City in the amount of Three Thousand Dollars (\$3,000) Accordingly, it is hereby ORDERED that:

1. **Since Respondent failed to comply with the Commission's prior May 2025 Order, the Commission orders the City through its respective department(s) to undertake efforts consistent with T.C.A. § 13-21-101 et seq., and Chapters 12 & 13 of the City Code to remediate the noncompliant conditions of the Property to bring the Property into fully compliance. The authorized amount at this time is \$3,000. To the extent it is discovered additional remediation efforts are necessary which will exceed \$3,000, the Commission orders CED to obtain an additional estimate and present said estimate to the Commission at a publicly noticed hearing (with notice issued to the Respondent) before moving forward with additional remediation efforts. Any and all costs shall be taxed against the Property as a lien.**

Property owner may appeal this order by filing a petition with the city manager within 10 days from the date of notice of this order pursuant to § 13-313 of the East Ridge City Code. Failure of any appeal of this order shall be deemed a waiver of any and all objections or appeal rights, and this Order shall be deemed final and non-reviewable by any tribunal.



Print Name: **Amanda Davis**
Housing Commission Chairperson