

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

**AGENDA  
July 24, 2025  
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes July 10, 2025
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: NONE
9. New Business
  - A. **RESOLUTION NO. 3703** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE INITIATING A BOND ISSUE THROUGH THE TENNESSEE MUNICIPAL BOND FUND (“TMBF”) IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000) FOR THE PURCHASE OF A SANITATION TRUCK AND A DUMP TRUCK
  - B. **RESOLUTION NO. 3704** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE PURCHASE OF A REPLACEMENT PICKUP TRUCK FOR THE SANITATION DEPARTMENT
  - C. **RESOLUTION NO. 3705** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA) TO PROVIDE TRANSPORTATION SERVICES FOR QUALIFIED RESIDENTS OF THE CITY OF EAST RIDGE
  - D. **RESOLUTION NO. 3706** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AWARDED ANNUAL BIDS FOR STREET DEPARTMENT MATERIALS FOR FY 2025 – 2026
  - E. **RESOLUTION NO. 3707** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN AGREEMENT WITH PREVENTIA SECURITY FOR SERVICES AND MAINTENANCE OF FIRE ALARM AND CAMERA SYSTEMS AT VARIOUS CITY FACILITIES
  - F. **RESOLUTION NO. 3708** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF THE FY2026 ANIMAL FRIENDLY GRANT FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE IN SUPPORT OF EAST RIDGE ANIMAL SERVICES

- G. **RESOLUTION NO. 3709** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING THROUGH THE STATEWIDE SCHOOL RESOURCE OFFICER (SRO) PROGRAM FOR FISCAL YEAR 2026, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY, AND AUTHORIZING THE CITY TO PROVIDE ADDITIONAL FUNDING AS NEEDED TO SUPPORT THE SCHOOL RESOURCE OFFICER POSITIONS
  
- H. **RESOLUTION NO. 3710** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR FALL/WINTER UNIFORMS FOR THE 2025 SPORTS SEASON FOR THE PARKS AND RECREATION DEPARTMENT
  
- I. **RESOLUTION NO. 3711** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE THE INSTALLATION OF SYNTHETIC TURF ON FIELDS 5 THROUGH 8 AND THE SOCCER STADIUM AT CAMP JORDAN PARK, IN PARTNERSHIP WITH BASELINE SPORTS CONSTRUCTION AND ASA ENGINEERING & CONSULTING, INC., AT A TOTAL COST NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000)
  
- J. **RESOLUTION NO. 3712** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER REQUEST NO. 4 FOR THE NORTH MACK SMITH ROAD WIDENING AND IMPROVEMENTS PROJECT FOR THE REALIGNMENT AND CONSTRUCTION OF A DRAINAGE STRUCTURE AT NORTH MACK SMITH ROAD AND SLATER ROAD
  
- K. Discussion of Tentative Agenda for the **August 14, 2025**, City Council Meeting (Attachment A)

10. Adjournment

**ATTACHMENT A**  
**TENTATIVE AGENDA**  
**August 14, 2025**

8. **Old Business:** NONE

9. **New Business**

- A. **PUBLIC HEARING FOR ORDINANCE NO. \_\_\_\_\_** - Property located at 842 S Germantown Road, Tax Map #168D-H-006, rezone from R-1 Residential District to C-2 General Commercial District
- B. **ORDINANCE NO. \_\_\_\_\_** - Property located at 842 S Germantown Road, Tax Map #168D-H-006, rezone from R-1 Residential District to C-2 General Commercial District
- C. **PUBLIC HEARING FOR ORDINANCE NO. \_\_\_\_\_** - Property located at 1171 S Seminole Drive, Tax Map #168C-F-026, rezone from R-1 Residential District to RZ-1 Zero Lot Line Residential District
- D. **ORDINANCE NO. \_\_\_\_\_** - Property located at 1171 S Seminole Drive, Tax Map #168C-F-026, rezone from R-1 Residential District to RZ-1 Zero Lot Line Residential District
- E. **RESOLUTION NO. \_\_\_\_\_** - Approving the execution and delivery of a development agreement with JDH Company, Inc. relating to a project in the Border Region Retail Development District
- F. **RESOLUTION NO. \_\_\_\_\_** - Approving the execution and delivery of a development agreement with ER Investment LLC relating to a project in the Border Region Retail Development District
- G. **RESOLUTION NO. \_\_\_\_\_** - Approval of the purchase of vehicles for the East Ridge Police Department
- H. **RESOLUTION NO. \_\_\_\_\_** - Approval of the purchase of patrol rifle packages for the East Ridge Police Department
- I. **RESOLUTION NO. \_\_\_\_\_** - Approval of the purchase of a Firearms Training Simulator for the East Ridge Police Department
- J. **RESOLUTION NO. \_\_\_\_\_** - Approval of the proposal to provide professional veterinary services for the East Ridge Animal Shelter
- K. **RESOLUTION NO. \_\_\_\_\_** - Approval of the 2025 Parks and Recreation Athletic Soccer Field Equipment and Field Maintenance Supplies Bid
- L. **RESOLUTION NO. \_\_\_\_\_** - Memorializing an appointment by Mayor Williams to the East Ridge Planning Commission to fill an expired term
- M. **RESOLUTION NO. \_\_\_\_\_** - Memorializing an appointment by Mayor Williams to the East Ridge Housing Commission to fill an expired term

N. **RESOLUTION NO.** \_\_\_\_\_ - Memorializing an appointment by Councilmember Ezell to the East Ridge Industrial Development Board to fill an unexpired term

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

**July 10, 2025  
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on July 10, 2025, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Williams called the meeting to order.

City Attorney Litchford gave the invocation. All joined in for the Pledge of Allegiance.

**Present:** Mayor Brian Williams, 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

**Absent:** Vice Mayor David Tyler

**Attendance:** Seventeen

**May Milestone Awards:**

Mayor Williams recognized Perry Goss for 25 years of service with the City.

**Approval of Consent Agenda:**

Councilmember Witt moved to approve the Consent Agenda, seconded by Councilmember Ezell.

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

**Communication from Citizens:**

Gloria Thurman, 4219 Brooklet Trail, expressed concern regarding a drainage ditch adjacent to her property, and stated that the deed indicates an easement for the ditch. City Manager Miller explained that the easements are for utility access and are not City-owned. Chief Building Official Howell added that the plat specifies the City does not maintain the drainage ditches.

Kathy Dolloff, 4211 Brooklet Trail, expressed concern regarding the drainage ditch near her property.

Brenda Locklear and Tray Locklear, 3714 Sullivan Ave, stated they did not receive notice regarding the Housing Commission appeal on the agenda.

Chris Harp, 2015 Pioneer Ridge Trail, asked if a commercial vehicle or trailer may be parked at a residence. Chief Building Official Howell stated that commercial vehicles exceeding 1.5 tons are not permitted to be parked in residential zones.

**Communication from Councilmembers:**

Councilmember Ezell, Councilmember Witt, and Councilmember Cagle had no comments.

Mayor Williams announced several upcoming sporting events at Camp Jordan Park and the Fall Festival scheduled for September 27-28, 2025.

**Communication from City Manager:**

City Manager Miller provided an update on the N Mack Smith Road widening project, construction of Venue 1921 at East Ridge, and the Community Center expansion project.

**Old Business:**

NONE

**New Business:**

**PUBLIC HEARING FOR ORDINANCE NO. 1229 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 101 KINGWOOD DRIVE, TAX MAP #168E-K-003 FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT**

Mayor Williams opened the public hearing.

City Attorney Litchford read the ordinance by caption.

Chief Building Official Howell stated that the rezoning request is to use the property as a short-term vacation rental and reviewed the zoning history and compatibility challenges.

Michael Zhang, owner of 101 Kingwood Drive, stated that the short-term vacation rental would be professionally managed by PMI Chattanooga and expressed a willingness to accept reasonable conditions or restrictions associated with the rezoning approval.

Steve Fisher, 1013 Greenslake Road, spoke in opposition to the rezoning.

Mark Casson, 613 Stimpson Drive, spoke in support of the rezoning.

Raylene Casson, 613 Stimpson Drive, spoke in support of the rezoning.

Mayor Williams closed the public hearing.

**ORDINANCE NO. 1229 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 101 KINGWOOD DRIVE, TAX MAP #168E-K-003 FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT**

City Attorney Litchford read the ordinance on caption.

Councilmember Witt moved to deny Ordinance No. 1229, seconded by Councilmember Ezell.

There being no discussion, Mayor Williams asked for a roll call vote to deny Ordinance No. 1229. Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously. Ordinance No. 1229 denied on first reading.

**PUBLIC HEARING FOR RESOLUTION NO. 3698 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL REGARDING AN APPEAL FROM THE EAST RIDGE HOUSING COMMISSION RELATED TO 3714 SULLIVAN AVENUE**

Mayor Williams opened the public hearing.

City Attorney Litchford reviewed the East Ridge Housing Commission's decision regarding 3714 Sullivan Avenue and swore in Residential Building Inspector Torrey Holder, property owner Brenda Locklear, and Trey Locklear.

Inspector Holder stated that the property was cited in January 2023 and went before the Housing Commission before the property owner reached compliance. Issues resurfaced in February or March 2025 and a Notice to Repair, Clean-up, or Demolish was issued April 1, 2025. Following the May 14, 2025, Housing Commission

meeting, an order was issued requiring the property to be brought into compliance by June 11, 2025. Compliance was not achieved, and the Housing Commission issued an order on June 11, 2025, authorizing the City to remediate at a cost not to exceed \$3,000. Inspector Holder submitted the notice, Housing Commission orders, and photographs of the property and confirmed that the property is still in violation of the International Property Maintenance Code and the International Fire Code due to egress issues. Inspector Holder requested that the City Council reaffirm the June 11 Housing Commission Order.

Brenda Locklear and Trey Locklear had no questions for Inspector Holder. Mr. Locklear stated that he uses a workshop on the property to repair items for friends. In response to questions from City Attorney Litchford, Mr. Locklear stated that he does not have a business license or contractor license but would obtain them if required.

City Attorney Litchford stated that if the Housing Commission's order is reaffirmed, the property owner will have no less than 10 days to remediate the violations before the City proceeds with remediation and places a lien on the property for incurred expenses.

Mayor Williams closed the public hearing.

**RESOLUTION NO. 3698 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL REGARDING AN APPEAL FROM THE EAST RIDGE HOUSING COMMISSION RELATED TO 3714 SULLIVAN AVENUE**

City Attorney Litchford read the resolution on caption.

Councilmember Ezell moved to reaffirm the Housing Commission order and allow 20 calendar days to clean up the property before the City takes action, seconded by Councilmember Witt.

Following further discussion, Mayor Williams asked for a roll call vote. Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3699 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A VARIANCE TO SIGN ORDINANCE NO. 1028 FOR THE PROPERTY LOCATED AT 6302 RINGGOLD ROAD, TAX MAP # 169L-J-004**

City Attorney Litchford read the resolution on caption.

Chief Building Official Howell stated that the applicant is seeking a variance from the City's Sign Ordinance to remove and replace the existing sign cabinet on a non-conforming sign, retaining the existing sign support structure and electronic message board component.

Councilmember Witt moved to deny Resolution No. 3699, seconded by Councilmember Ezell.

Mayor Williams asked if only the top portion of the sign would be replaced. Chief Building Official Howell confirmed that only the top portion would be replaced and that it would be reduced in height by one foot.

Mayor Williams asked should the request be denied if the only allowable sign would be a monument sign which might impede the sidewalk or drive-thru access. Chief Building Official Howell confirmed this and noted that a separate sign variance would likely be required.

Following further discussion, Mayor Williams asked for a roll call vote to deny Resolution No. 3699. Councilmember Cagle – no, Councilmember Ezell – no, Councilmember Witt – yes, Mayor Williams – no. Motion to deny failed.

Councilmember Ezell then moved to approve Resolution No. 3699, seconded by Councilmember Cagle.

There being no additional discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3699. Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – no, Mayor Williams – yes. Motion to approve carried.

**RESOLUTION NO. 3700 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A JOHN DEERE GATOR UTILITY VEHICLE FROM AG-PRO THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, LISTING #031121-DAC**

City Attorney Litchford read the resolution on caption.

Parks and Recreation Director Skiles requested approval to purchase a John Deere Gator under the Sourcewell Cooperative Purchasing Agreement in the amount of \$11,750 to replace a unit with 6,340 hours of use.

Councilmember Witt moved to approve Resolution No. 3700, seconded by Councilmember Ezell.

Following some discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3700. Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3701 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A BRIGGS AND STRATTON 40 HP MOWER THROUGH THE BUYBOARD COOPERATIVE PURCHASING AGREEMENT**

City Attorney Litchford read the resolution on caption.

Parks and Recreation Director Skiles requested approval to purchase a 40 HP Briggs and Stratton mower under the Buyboard Cooperative Purchasing Agreement in the amount of \$16,369.17 to replace a Spartan mower with 4,327 hours of use.

Councilmember Ezell moved to approve Resolution No. 3701, seconded by Councilmember Witt.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3701. Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3702 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE A COMPACT UTILITY TRACTOR THROUGH THE BUYBOARD COOPERATIVE PURCHASING AGREEMENT**

City Attorney Litchford read the resolution on caption.

Parks and Recreation Director Skiles requested approval to purchase a Massey Ferguson Compact Utility Tractor under the Buyboard Cooperative Purchasing Agreement in the amount of \$12,100 to replace the current utility tractor that is 28 years old.

Councilmember Witt moved to approve Resolution No. 3702, seconded by Councilmember Ezell.

There being no discussion, Mayor Williams asked for a roll call vote to approve Resolution No. 3702. Councilmember Cagle – yes, Councilmember Ezell – yes, Councilmember Witt – yes, Mayor Williams – yes. Motion carried unanimously.

**Discussion of Tentative Agenda for the July 24, 2025 City Council Meeting (see Attachment A)**

**ATTACHMENT A**  
**TENTATIVE AGENDA**  
**July 24, 2025**

**Old Business**

**ORDINANCE NO. 1229 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 101 KINGWOOD DRIVE, TAX MAP #168E-K-003 FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT**

Mayor Williams stated that this item will be removed from the agenda due to failing on first reading.

**New Business**

**RESOLUTION NO. \_\_\_\_\_ - Approving the execution and delivery of a development agreement with JDH Company, Inc. relating to a project in the Border Region Retail Development District**

City Manager Miller stated that City Attorney Litchford will not be present for the July 24 meeting and requested that this item be moved to August 14, 2025 Council meeting.

Councilmember Cagle requested a list of taxable items.

**RESOLUTION NO. \_\_\_\_\_ - Approving the execution and delivery of a development agreement with ER Investment, LLC relating to a project in the Border Region Retail Development District**

City Manager Miller stated that City Attorney Litchford will not be present for the July 24 meeting and requested that this item be moved to August 14, 2025 Council meeting.

**RESOLUTION NO. \_\_\_\_\_ - Approval of the 2025 Parks and Recreation Athletic Soccer Field Equipment and Field Maintenance Supplies Bid**

Park and Recreation Director Skiles stated that the bid will open on July 23 at 2:30 p.m.

**RESOLUTION NO. \_\_\_\_\_ - Approval of the 2025 Parks and Recreation Athletic Field Equipment and Field Maintenance Supplies for Baseball and Softball Fields at Camp Jordan Park**

Park and Recreation Director Skiles stated that the bid will open on July 23 at 2:30 p.m.

**RESOLUTION NO. \_\_\_\_\_ - Approval of the 2025 Parks and Recreation Fall / Winter Uniforms bid**

Park and Recreation Director Skiles stated that the bid will open on July 23 at 2:30 p.m.

**RESOLUTION NO. \_\_\_\_\_ - Approval of installation of synthetic turf on Fields 5 through 8 at Camp Jordan Park.**

Parks and Recreation Director Skiles reported that, at the direction of the City Council, the Parks Department has been working with ASA Engineering and Baseline Sports Construction to obtain pricing for turfing Fields 5 through 8 and the soccer stadium field. She stated that the total cost for this project would not exceed \$3,000,000, as authorized by Resolution No. 3628.

Councilmember Ezell noted an inconsistency in the documents submitted by Baseline Sports Construction regarding whether the excavated dirt would be removed from the site or remain on-site. Director Skiles clarified that the dirt will remain on-site to help reduce costs and stated that the documents from Baseline will be updated before the next Council meeting.

**RESOLUTION NO. \_\_\_\_\_ - Approval of Annual Bids for Street Department Materials for FY 2025 – 2026**

City Manager Miller stated the bids for Asphalt and Other Street Repair Materials; Concrete Block / Brick, Sand, and Mortar Mix; Crushed Stone; Various Drainage Pipes; and Topsoil will be opened on July 21, 2025.

**RESOLUTION NO. \_\_\_\_\_ - Approval of bond issue through the Tennessee Municipal Bond Fund to purchase a sanitation truck and a dump truck**

City Manager Miller stated that the City needs to replace a Ford F-750 dump truck and a sanitation truck. He recommended financing the purchases through a capital note issued by the Tennessee Municipal Bond Fund in an amount not to exceed \$450,000, to be repaid over five years at an interest rate of 4.45%.

City Manager Miller reported that a recent motor vehicle accident resulted in one of the City’s vehicles being declared a total loss. He requested that an item be added to the agenda for consideration of the purchase of a used pickup truck as a replacement.

**Adjournment**

There being no further business, the July 10, 2025, Regular Meeting of the City Council of the City of East Ridge was adjourned at 7:52 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

**RESOLUTION NO. 3703**

AGENDA MEMORANDUM  
5-YEAR CAPITAL NOTE  
2 REPLACEMENT TRUCKS

July 24, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

The adopted FY 2025-2026 Budget includes an appropriation for the following capital outlay items (truck replacements):

- Street Department – F-750 Dump Truck with snowplow and salt spreader - \$160,248. Replaces a 2009 F-750 Dump Truck.
- Sanitation Department – Rear-End Loader - \$236,060. Replaces a 2006 Rear-End Loader with 145,000+ miles.

Staff is proposing to finance these trucks via a 5-year capital note (equipment acquisition note) in the amount not to exceed \$400,000 at an interest rate of 4.45% through the Tennessee Municipal Bond Fund (TMBF)

The total debt service would end up computing to less than \$100,000 per year. The total annual debt service would be allocated at 40% Streets Department and 60% Sanitation Department. Funds have been appropriated in each of these departmental accounts. We propose to acquire the two trucks under the purchasing cooperative of Sourcewell.

The adoption of the attached resolution to purchase the trucks would effectuate the resolution request to the TMBF to proceed with the note process.

Attachments

JSM/

**RESOLUTION NO. 3703**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE INITIATING A BOND ISSUE THROUGH THE TENNESSEE MUNICIPAL BOND FUND IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS (\$400,000) FOR THE PURCHASE OF VEHICLES FOR THE STREET DEPARTMENT AND SANITATION DEPARTMENT**

**WHEREAS**, the City Council of the City of East Ridge, Tennessee, adopted the Fiscal Year 2025–2026 Budget, which includes appropriations for the replacement of certain capital outlay items for the Street and Sanitation Departments; and

**WHEREAS**, the City of East Ridge has identified the need to purchase a sanitation truck and a dump truck to support the operations and services of the Public Works Department; and

**WHEREAS**, staff recommend the acquisition of the following vehicles:

- One (1) F-750 Dump Truck with Snowplow and Salt Spreader for the Street Department
- One (1) Rear-end Loader for the Sanitation Department

**WHEREAS**, the City Council desires to fund this equipment purchase through a bond issue in cooperation with the Tennessee Municipal Bond Fund (TMBF) in an amount not to exceed Four Hundred Thousand Dollars (\$400,000); and

**WHEREAS**, the proposed financing will provide the City with necessary equipment while taking advantage of favorable bond terms available through TMBF; and

**WHEREAS**, the total debt service is to be allocated forty percent (40%) to the Street Department and sixty percent (60%) to the Sanitation Department, and funds have been appropriated in the respective departmental budgets; and

**WHEREAS**, the proposed vehicles will be purchased through Sourcewell, a cooperative purchase program which meets the City’s procurement requirements.

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

**SECTION 1.** the City Manager is hereby authorized to initiate a bond issue through the Tennessee Municipal Bond Fund in an amount not to exceed Four Hundred Thousand Dollars (\$400,000) for the purpose of purchasing a sanitation truck and a dump truck.

SECTION 2. The Mayor, or his designee, is hereby authorized to take all actions necessary to execute documents to complete the financing process in cooperation with the Tennessee Municipal Bond Fund.

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

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

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

Attest:

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

Approved as to Form:

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


**Prepared for: Chris Vaughn**

Street Dept, City of East Ridge

Prepared by: Andy Ashford

07/08/2025

Lee-Smith, LLC. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

**2026 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 615 | Quote ID: 9998

**As Configured Vehicle**

Code	Description	MSRP
<b>Base Vehicle</b>		
F7D	Base Vehicle Price (F7D)	\$81,195.00
<b>Engines</b>		
99E	6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM  Torque: 825 ft.lbs. @ 1500 rpm. <i>825 lb.-ft. torque @ 1500 RPM.</i>	\$1,995.00
425	50-State Emissions	N/C
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt <i>Includes removable grille cover.</i>	\$155.00
<b>Transmissions</b>		
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
<b>Front Wheels &amp; Tires</b>		
643	Wheels, Front 22.5" x 8.25" White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2A	Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	STD
<b>Rear Wheels &amp; Tires</b>		
663	Wheels, Rear 22.5" x 8.25" White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2A	Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	STD
<b>Brakes</b>		
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control	\$2,530.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Chris Vaughn**

Street Dept, City of East Ridge

Prepared by: Andy Ashford

07/08/2025



Lee-Smith, LLC. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

**2026 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 615 | Quote ID: 9998

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
	<i>Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with HI-Rail Train Systems). Deletes hand operated park brake lever.</i>	
	<i>Includes: - Air Dryer, Bendix AD/IS w/Heater Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	
18A	Electronic Stability Control DELETE <i>Deletes the standard ESC feature.</i>	-\$290.00
62D	Air Dryer, Bendix AD/IS w/Heater <i>Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).</i>	Included
158	Trailer Air Brake Package <i>Includes air lines to rear of frame, hand control valve and tractor protection valve.</i>	\$365.00
159	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop <i>Mounted at rear of frame, for combined trailer stop, tail, turn (compatible with trailers that use combined stop, tail, turn lights).</i>	\$100.00

**Front Axle and Suspension**

43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type	STD
61C	Taper-Leaf Springs, Parabolic - 10,000 lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	STD
15S	Front Stabilizer Bar	\$490.00
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil	\$50.00

**Rear Axle and Suspension**

479	23,000 lb. Single Reduction - Open - Dana / Spicer S23-172 <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	\$2,320.00
68R	Multi-Leaf Springs - 23,000 lb. Cap <i>For 21,000 lb., 23,000 lb. and 26,000 lb. rear axles. Includes 4,500 lb auxiliary rubber spring.</i>	\$230.00

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**Prepared for: Chris Vaughn**

Street Dept, City of East Ridge

Prepared by: Andy Ashford

07/08/2025

Lee-Smith, LLC. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

**2026 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 615 | Quote ID: 9998

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil	\$100.00
X6A	6.14 Axle Ratio	N/C
<b>Wheelbase</b>		
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
<b>Frame</b>		
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI <i>1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).</i>	\$365.00
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	\$490.00
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR  Only available to GAWR combinations that EXCEED 26,000 lbs.	\$120.00
86C	Chrome Grille Surround	\$245.00
<b>Exhaust</b>		
91D	Under Cab, Vertical Outlet, Right Side, Switchback-Style - Intrudes 2" into clean CA  WARNING! The selection of this Exhaust could reduce the available CA dimension.  <i>Single, horizontal muffler, right side under cab outside of frame rail with vertical exhaust passenger side rear corner with heat shield and turnout exit.</i>	\$715.00
<b>Fuel Tanks</b>		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD

**Electrical / Alternator / Battery**

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Chris Vaughn**

Street Dept, City of East Ridge  
Prepared by: Andy Ashford  
07/08/2025



Lee-Smith, LLC. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

**2026 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 615 | Quote ID: 9998

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	\$135.00
86M	Vehicle Integration System 1.0	\$320.00
<b>Seats</b>		
88N	30/0/30 Air Ride Driver (External Air Source) & Fixed Passenger w/Consolette - Vinyl	\$395.00
<b>Cab Interior</b>		
600A	Preferred Equipment Package 600A <i>Includes:</i> - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls	N/C
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>  <i>Includes:</i> - Remote Keyless Entry	\$580.00
55P	110 A/C Outlet - in Lower Center Finish Panel	\$100.00

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**Prepared for: Chris Vaughn**

Street Dept, City of East Ridge

Prepared by: Andy Ashford

07/08/2025



Lee-Smith, LLC. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156

**2026 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 615 | Quote ID: 9998

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
214	4 Speaker Option for 588 Radio	\$30.00
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
<b>Cab Exterior</b>		
54K	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 102" Width w/Chrome Cap <i>Integral spot mirror, sail type.</i>	\$275.00
<b>Miscellaneous</b>		
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
<b>Exterior Color</b>		
YZ_01	Oxford White	N/C
<b>Interior Color</b>		
E_01	Gray	N/C
<b>SUBTOTAL</b>		<b>\$93,100.00</b>
Fuel Charge (12)		\$0.00
Destination Charge		\$2,495.00
<b>TOTAL</b>		<b>\$95,595.00</b>

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**Prepared for: Chris Vaughn**

Street Dept, City of East Ridge

Prepared by: Andy Ashford

07/08/2025

Lee-Smith, LLC. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156



**2026 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 615 | Quote ID: 9998

**Pricing Summary - Single Vehicle**

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$81,195.00
Options	\$11,905.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge (12)	\$0.00
Destination Charge	\$2,495.00
<b>Subtotal</b>	<b>\$95,595.00</b>

*Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
DOT Inspection	DOT inspection & PDI	\$488.00
DRIVER FUEL	driver and fuel pick up fayette AL and deliver to customer	\$985.00
FUEL SURCHARGE	FUEL SURCHARGE	\$125.00
L23	RAW MATIERALS SURCHARGE	\$389.00
OX DUMP BODY	Maverick Dump Body10'--tarp-pintle hitch-elec brake controller-7 way plug	\$23,500.00
	<i>10 Foot Dump Body with Electric Tarp</i>	
SAFETY EQUIP	Triangle kit and Fire extinguisher	\$295.00
SNOW PLOW	Snow plow with lights	\$16,850.00
Spreader	Salt & Sand Spreader	\$17,950.00
L24	DRIVEAWAY COMPANY LOT MAINTENANCE FEE	\$150.00
OX TAILGATE	New tailgate with coal door in the center	\$2,937.00
Freight	Freight for shipping new tailgate to City of East Ridge	\$983.62
<b>Total</b>		<b>\$160,247.62</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Chris Vaughn**

Street Dept, City of East Ridge

Prepared by: Andy Ashford

07/08/2025

Lee-Smith, LLC. | 2600 Eighth Avenue Chattanooga Tennessee | 374071156



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**2026 F-750 Diesel Regular Cab Base (F7D)**

Price Level: 615 | Quote ID: 9998

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## Pricing Summary - Single Vehicle

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Customer Signature

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Acceptance Date

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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

# PROPOSAL SUMMARY

Prepared for:

City Of East Ridge

Robert Parker



**Leach Alpha III**

**20- yard Single Axle Rear Loader**

2026 International HV607 Chassis



**Seller**  
**Labrie Environmental Group**  
 175-B Rte Marie Victorin  
 Lévis, Québec  
 Canada  
 G7A 2T3

Phone : 418-831-8250  
 Toll-Free : 1-800-463-6638  
 Website : www.labriegrup.com

QUOTE FORM		
Quote # / Rev. #	Reference #	Quoted Date
8533 / 1		2025-07-07
Price List / Currency	Last Revision Date	Quote Valid Until
2025-B / USD	2025-07-08	2025-09-20
Regional Sales Manager	Customer Service Rep.	Product Specialist
Craig Williams	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	To Be Determined	San Luis, AZ, US

SOLD TO	SHIP TO	END CLIENT
Environmental Products Group Inc. 325 Westlake Parkway SW Atlanta, GA 30336 United States  Email : Phone : 813-267-2968	Environmental Products Group Inc. 325 Westlake Parkway SW Atlanta, GA 30336 United States  Email : Phone :	       Email : Phone :

CHASSIS INFORMATION	
Chassis Provided By : Supplied by Customer	Engine Make : Cummins
Chassis Manufacturer : International	Engine Model : L9
Chassis Model : HV607	Engine Power : 300 HP
Cab Style : Conventional Cab	Engine Torque : 860 LB-FT @ 1200 RPM
Drivetrain : 4X2	Transmission Make : Allison
Auxiliary Axle : Without Auxiliary Axle	Transmission Model : RDS 3000 Series WTEC 4 & 5
CNG System Upon Arrival : Without	Transmission Type : Automatic Transmission
Driving Configuration at Delivery : Sit-Down from Company on Streetside Only	
Chassis Delivery Address : Mexico: 919 Urtuzastegui St., San Luis, AZ 85349	

COLOR INFORMATION	
Cab Color : White from Factory	Cab Color Code : To Be Confirmed
Body Color : White	Body Color Code : P9188
Chassis Color : Black from Factory	Chassis Color Code : Color Code NOT Required
Paint Scheme Number : Without	Match Cab : Yes

CARTS INFORMATION	
Cart Make : Without or NOT Required	Cart Type : Without or NOT Required
Cart Capacity : Without or NOT Required	

BODY CONFIGURATION	
Body Model : LEACH AL-III	Total Capacity : 20yd <sup>3</sup>
Arm Model : Base Model	Body Capacity : 20yd <sup>3</sup>
Body Type : Factory Mounted	Tailgate Capacity : N/A
Body Division : Without Divison	

<b>BASE PRICE</b>	<b>95,100.00\$</b>
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OPTIONS			
#	Category	Option   Description	Price
2	Cans and Tippers	BDDS-0013   Leach RS-130 (2) American	0.00 \$
3	Cans and Tippers	BCDS-0060   Residential Cart Tippers (2) (Single Function Valves)	12,640.00 \$
#	Category	Option   Description	Price
4	Hopper Area	BSWS-STD01   Chromium Carbide Packer Shoes and Rails	0.00 \$
#	Category	Option   Description	Price
5	Consoles & Controls	PCCT-STD01   Packer/Carrier Controls on Curbside	0.00 \$



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Craig Williams	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	To Be Determined	San Luis, AZ, US

#	Category	Option   Description	Price
6	Hydraulic	HCON-STD01   JIC	0.00 \$
7	Hydraulic	HHSP-STD01   Nylon Protective Sleeves on all Hydraulic Hoses	0.00 \$
8	Hydraulic	HPTO-STD02   PTO Muncie A20 Hot Shift for Remote Pump	0.00 \$
9	Hydraulic	CCPM-0060   Single Pump Denison T6D (Remote)	610.00 \$
10	Hydraulic	EPOP-STD02   Engine Speedup at 1350 RPM and Pump Overspeed Protection at 1600 RPM	0.00 \$
11	Hydraulic	CHFT-STD05   Hydraulic Tank Mounted Inside Body	0.00 \$
#	Category	Option   Description	Price
12	Accessories	BCOT-0001   Broom and Shovel at standard Labrie location. Location may change depending on truck's configuration.	400.00 \$
13	Accessories	BCGH-STD01   Grab Handles on Tailgate	0.00 \$
14	Accessories	BBLA-0000   Side Door Ladder (1) with Grab Handle (1)	510.00 \$
15	Accessories	BLSH-STD01   Standard Riding Steps (2)	0.00 \$
16	Accessories	BBTS-STD01   Standard Tailgate Seal	0.00 \$
#	Category	Option   Description	Price
17	Lighting	LBLT-0025   Backup Lights on Tailgate Above Hopper Centered - LED (2)	910.00 \$
18	Lighting	LWLK-0105   Work Light Hopper Flush Mount - LED (1)	420.00 \$
19	Lighting	LMTS-STD01   Mid-Body Turn Signals - LED (2)	0.00 \$
20	Lighting	LSLE-0015   Strobe Light Beacon Style on Tg. over Upper S/T/T Lights Streetside - Whelen L10HAP (1)	680.00 \$
21	Lighting	LBSG-INC01   Welded Steel Rods Guard for Strobe Light Beacon Style on Tg. (1)	0.00 \$
#	Category	Option   Description	Price
22	Electronic	CCCC-0041   1X Safety Vision Camera(s) - 1X Standard Position(s) With Heater/With Shutter	3,150.00 \$
23	Electronic	CL29-0000   Tailgate Top Offset Curbside (29) - Pointing Back	0.00 \$
24	Electronic	CCCM-INC41   Safety Vision 7" Color Monitor (Included in Camera System Base Price) (4 Channels)	0.00 \$
25	Electronic	CCML-INC01   On Ceiling, Centered, Near the Windshield (If Possible)	0.00 \$
26	Electronic	CCMM-STD01   Monitor Mounting Brackets for Labrie Standard Installation	0.00 \$
#	Category	Option   Description	Price
27	Electrical	ESYV-STD01   12V Body Electrical System	0.00 \$
#	Category	Option   Description	Price
28	Structure, Liners & Materials	BRWS-0015   Ramp Liners 1/4" - Hardox 450	380.00 \$
#	Category	Option   Description	Price
29	Unit Appearance	PCBP-STD01   Urethane Body Paint	0.00 \$
30	Unit Appearance	UAPP-STD01   One (1) Coat of Urethane Primer	0.00 \$
31	Unit Appearance	BASA-0010   Rubber Mud Guards - Rear of Rear Axle	310.00 \$
32	Unit Appearance	BASB-0030   Rubber Mud Guards - Front of Rear Axle	600.00 \$
33	Unit Appearance	BASF-INC01   Anti-sail Bars on Front Mud Guards (Rear Wheels)	0.00 \$
34	Unit Appearance	BASN-INC01   Mud Guards with Leach Logo	0.00 \$
35	Unit Appearance	BODL-STD01   Informative Decals English	0.00 \$



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Regional Sales Manager	Customer Service Rep.	Product Specialist
Craig Williams	Tracie Mauthe	Kevin Guimont
Opportunity Type	Carrier	Departure Region
SW End Client	To Be Determined	San Luis, AZ, US

#	Category	Option	Description	Price
36	Chassis	CFTD-STD01	Diesel Tank from Company or CNG/Electric	0.00 \$
<b>SUBTOTAL OPTIONS :</b>				<b>20,610.00\$</b>

**NON-STANDARD OPTIONS**

**SUBTOTAL NON-STANDARD OPTIONS :** 0.00\$

**COMMENTS**

End-User: City of East Ridge,

Expected Delivery Date :	
<p><b>Chassis Terms (if applicable) :</b> Net on delivery for release of MSO.</p> <p><b>Weight Distribution:</b> Quotes and pricing are subject to changes according to WD analysis which can alter specs. Upon receipt of PO and chassis specs, WD will be conducted and a confirmation of acceptance will be issued.</p> <p><b>Taxes :</b> Not Included.</p> <p><b>Disclaimer :</b> It is the quoting distributor's responsibility to verify the accuracy of this quote versus the specifications for the body and chassis. Labrie Environmental Group will not be responsible for any price differential between this quotation and what is required by the provided specifications. Interest fees on past due account of 1.5% per month (18% annual). Price list subject to change at all time due to the steel price index.</p> <p>Labrie Environmental Group (LEG) does not accept floorplan charges, back charges, liquidated damages or third-party claims for any reason or cause, whether expressed or implied by specifications or other form of communication, including purchase order terms and conditions unless approved in writing by CEO or CFO at time of quotation.</p> <p>Labrie Environmental Group (LEG) and/or seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic.</p>	<p><b>Subtotal Base Price and Options :</b> 115,710.00 \$</p> <p><b>Discount (2.00%) :</b> 2,314.20 \$</p> <p><b>Subtotal Base Price and Options (Net) :</b> 113,395.80 \$</p> <p><b>Body Miscellaneous Charge #1 :</b> 0.00 \$</p> <p><b>Body Miscellaneous Charge #2 :</b> 0.00 \$</p> <p><b>Body Miscellaneous Charge #3 :</b> 0.00 \$</p> <p><b>Sourcewell Fee :</b> 0.00 \$</p> <p><b>Material Surcharge :</b> 0.00 \$</p> <p><b>Extended Warranty :</b> 0.00 \$</p> <p><b>Extended Warranty Other :</b> 0.00 \$</p> <p><b>Additional Trade Discount :</b> 0.00 \$</p> <p><b>Inter Factory Transport :</b> 0.00 \$</p> <p><b>Subtotal Body (Net) :</b> 113,395.80 \$</p> <p><b>Chassis Price :</b> 115,286.00 \$</p> <p><b>Subtotal Unit (Net) :</b> 228,681.80 \$</p> <p><b>FET (12%) :</b> 0.00 \$</p> <p><b>Change Fee #1 :</b> 0.00 \$</p> <p><b>Change Fee #2 :</b> 0.00 \$</p> <p><b>EV Fee :</b> 0.00 \$</p> <p><b>Miscellaneous Charge #1 :</b> 0.00 \$</p> <p><b>Miscellaneous Charge #2 :</b> 0.00 \$</p> <p><b>Miscellaneous Charge #3 :</b> 0.00 \$</p> <p><b>Freight Charges :</b> 7,378.00 \$</p> <p><b>Total Unit (Net) :</b> 236,059.80 \$</p> <p><b>Number of Units :</b> 1</p> <p><b>Grand Total :</b> 236,059.80 \$</p> <p><b>Currency :</b> USD</p>

Labrie Representative :

Customer : Environmental Products Group Inc.

**RESOLUTION NO. 3704**

AGENDA MEMORANDUM  
Replacement Pickup Truck (Sanitation)

July 24, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

The City's Sanitation Supervisor was involved in an accident on Page Road at Corley Avenue in Rossville, GA on the morning of July 9, 2025. A Chevy Malibu was driving in the opposite direction when said vehicle veered into our employee's driving lane and collided head-on. This caused the truck to subsequently hit another vehicle before coming to rest. This accident was deemed not to be the fault of the City employee. The Supervisor's vehicle was a 2014 Ford F-150 Pickup Truck, and it was totaled.

To maintain continuity of service and operations, the Sanitation Department is requesting approval to purchase a used 2024 Ford F-150, 4WD, low milage, pickup truck to replace Truck #42. The cost of the used truck is \$38,650.

Attachments

JSM/

**RESOLUTION NO. 3704**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2024 FORD F-150 4WD PICKUP TRUCK FOR THE SANITATION DEPARTMENT TO REPLACE TRUCK #42, WHICH WAS DECLARED A TOTAL LOSS FOLLOWING A MOTOR VEHICLE ACCIDENT**

**WHEREAS**, on July 9, 2025, Truck #42, assigned to the City of East Ridge Sanitation Department, was involved in a motor vehicle accident determined not to be the fault of the City employee operating the vehicle; and

**WHEREAS**, the accident resulted in the total loss of Truck #42, creating a need for replacement pickup truck in order to maintain continuity of service;

**WHEREAS**, pursuant to T.C.A. 12-3-1202 (a)(b), the City is allowed to purchase used vehicles without going through the competitive bid process; and

**WHEREAS**, staff is requesting approval to purchase a 2024 Ford F-150 4WD pickup truck to replace Truck #42, at a purchase price of \$38,650.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE** that the City Manager is hereby authorized to purchase a 2024 Ford F-150 4WD pickup truck in the amount of \$38,650.00 for use by the Sanitation Department, replacing Truck #42 declared a total loss.

**BE IT FURTHER RESOLVED** that the City Manager or his designee is authorized to take all necessary actions and complete all necessary paperwork to complete said purchase in accordance with applicable procurement policies and procedures.

**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 to Form:

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



1000 S. CEDAR AVENUE, P.O. BOX 272  
SOUTH PITTSBURG, TN 37380  
(423) 837-7114

# Guest Proposal

CHATTANOOGA (423) 267-0324 BRIDGEPORT (256) 495-2623  
TOLL FREE (877) 837-7114

Salesman TYSON LOVELADY Date 7/16/25

Buyer CITY OF EAST RIDGE Business phone \_\_\_\_\_ Home phone 423-805-3192  
 Co-Buyer \_\_\_\_\_ Business phone \_\_\_\_\_ Home phone \_\_\_\_\_  
 Address, City, State & Zip 1517 TOMBRAS AVENUE, EAST RIDGE, TN 37412

## Vehicle Being Purchased

Stock # B3901 VIN 1FTMF1LP4RKE00336 Mileage 259 Year 2024 Make FORD  
 Model F-150 Model Type F1L Body XL REG LWB Color WHITE Cyl 6  
 Vehicle Options \_\_\_\_\_

## Vehicle Being Traded:

VIN \_\_\_\_\_ Mileage \_\_\_\_\_ Lienholder \_\_\_\_\_  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Address \_\_\_\_\_  
 Body \_\_\_\_\_ Color \_\_\_\_\_ Cyl \_\_\_\_\_  
 Trade allowance \_\_\_\_\_ Phone \_\_\_\_\_  
 Payoff \_\_\_\_\_ Good thru \_\_\_\_\_ Quoted by \_\_\_\_\_  
 Loan number \_\_\_\_\_ Verified by \_\_\_\_\_

## Proposal:

Selling price	<u>38650.00</u>
Accessories	<u>.00</u>
Taxes	<u>.00</u>
Fees	<u>.00</u>
Insurance	<u>.00</u>
Service contract	_____
Trade payoff	_____
Total cash price	<u>38650.00</u>
Trade allowance	<u>.00</u>
Down payment	<u>.00</u>
Rebate	<u>.00</u>
Unpaid balance due	<u>38650.00</u>

## Outside Lendor:

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_

## Service Contract:

Plan Name \_\_\_\_\_  
 Price \_\_\_\_\_  
 Months/Miles \_\_\_\_\_  
 Deductible \_\_\_\_\_  
 Plan \_\_\_\_\_ Product \_\_\_\_\_

Option #1.



**2024 Ford F-150 XL**

Certified - Pre-owned.

259 miles

4WD Long Bed

Price

**\$39,000**

38650

Tyson Lovelady  
423-827-7255

Hi 🍌

How can I help you today?

ESTIMATED PAYMENT

w/ TAGS-

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Note that if you continue to use this site, you agree to our [Privacy Policy](#), which includes an **Arbitration Provision**, and details the categories of personal information we collect, the purposes for which the information is used, and how to manage your privacy rights.

Language: English



Get approved

 Schedule a test drive

  
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Questions?

  
Save

2024 FORD F-150 XL DETAILS

CERTIFIED PRE-OWNED

<b>Condition</b>	Pre-owned	<b>Fuel Capacity</b>	36 gallons
<b>Body Type</b>	Pickup truck	<b>Fuel Economy</b>	18 City / 23 Hwy
<b>Trim</b>	XL	<b>Transmission</b>	10-Speed Automatic
<b>Style</b>	Standard Cab	<b>Engine</b>	2.7L V6 EcoBoost
<b>Stock #</b>	B3901	<b>Gross Vehicle Weight Rating</b>	6,450 lbs.
<b>VIN</b>	1FTMF1LP4RKE00336	<b>Dimensions</b>	95.7" w x 227.7" l x 77" h
<b>Exterior Color</b>	<input type="radio"/> Oxford White	<b>Bed Length</b>	97.6"
<b>Interior Color</b>	<input type="radio"/> Black W/Medium Dark Slate	<b>Wheelbase</b>	141.5"
<b>Passengers</b>	3	<b>Front Wheel</b>	17.0 x 7.5
<b>Drivetrain</b>	<input checked="" type="radio"/> 4WD	<b>Rear Wheel</b>	17.0 x 7.5
<b>Horsepower</b>	325 hp @ 5000 RPM	<b>Front Tire</b>	265/7.
<b>Torque</b>	400 lb-ft @ 2750 RPM	<b>Rear Tire</b>	265/7.
<b>Fuel Type</b>	Gasoline		

Hi 

How can I help

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Language:



- CARFAX 1-Owner
- No Damage Reported
- Commercial Use
- 3 Service History Records

~~\$44.99~~ **FREE**

[View CARFAX Report](#)

### 2024 FORD F-150 XL KEY FEATURES

Android Auto

Apple CarPlay

Backup camera

Blind spot monitor

Bluetooth

Collision warning

Cross traffic alert

Lane departure war...

Lane keep assist

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### NOTES

CARFAX One-Owner. Clean CARFAX. Priced below KBB Fair Purchase Price! Odometer is 6104 miles below market average!

Moss Motor Company is pleased to offer this 2024 Ford F-150 XL in Oxford White equipped with: Equipment Group 101A Standard, GVWR: 6,450 lbs Payload Package, Ford Gold Certified Certified, 4WD, Apple CarPlay / Android Auto, Bluetooth / Hands Free Cell Phone, Rear Back  
Service Records Available, 3.55 Axle Ratio, 4 Speakers, 4-Wheel Disc Brakes, ABS  
Conditioning, AM/FM radio: SiriusXM with 360L, Auto High-beam Headlights, Bra

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Language:

Power door mirrors, Power steering, Power windows, Radio data system, Radio: AM/FM SiriusXM w/360L, Rear step bumper, Remote keyless entry, Security system, Speed control, Steering wheel mounted audio controls, SYNC 4 w/Enhanced Voice Recognition, Tachometer, Telescoping steering wheel, Tilt steering wheel, Traction control, Trip computer, Variably intermittent wipers, Voltmeter, and Wheels: 17" Silver Steel!

Certified. Ford Gold Certified Details:

- \* Powertrain Limited Warranty: 84 Month/100,000 Mile (whichever comes first) from original in-service date
- \* 172 Point Inspection
- \* and 22,000 FordPass Rewards Points to use toward first two maintenance visits
- \* Transferable Warranty
- \* Warranty Deductible: \$100
- \* Vehicle History
- \* Limited Warranty: 12 Month/12,000 Mile (whichever comes first) after new car warranty expires or from certified purchase date
- \* Roadside Assistance

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Language:



# City of East Ridge

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

Amanda C. W. Bowers  
Office Assistant

## MEMO

**TO:** Mayor & Council, City Manager Miller 

**FROM:** Amanda C. W. Bowers, Office Assistant

**DATE:** August 14, 2024

**RE:** **Contract for services from CARTA**

Mayor and Council,

The City of East Ridge partnered with CARTA to utilize their Care-A-Van (CAV) program for elderly and disabled citizens. This service makes it possible for these citizens to access their doctor’s appointments and other medical-related services, the grocery store and, in very few cases, employment opportunities.

This program has been very successful since its conception in FY 2018, and we would like to continue this service with CARTA for FY 2026 and possibly in future years.

Attached is the finalized contract between the City of East Ridge for CAV services facilitated by CARTA. Staff ask that the contract be approved to keep this successful CARTA CAV service for our citizens. Please let City Manager Miller or I know if you have any questions regarding this matter

Regards,



Amanda C. W. Bowers  
Office Assistant

**RESOLUTION NO. 3705**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT WITH THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA) TO PROVIDE TRANSPORTATION SERVICES FOR QUALIFIED RESIDENTS OF THE CITY OF EAST RIDGE**

**WHEREAS**, the City of East Ridge desires to enter into an Interlocal Agreement with the Chattanooga Area Regional Transportation Authority (CARTA) to provide accessible public paratransit transportation services for qualifying residents of East Ridge; and

**WHEREAS**, CARTA is authorized and qualified under Tennessee Code Annotated § 7-56-105 et seq. and § 23-19 of the Chattanooga City Code to provide such services; and

**WHEREAS**, under the terms of the Agreement, CARTA shall provide all vehicles, labor, supervision, equipment, and related services necessary to operate East Ridge paratransit services and travel training assistance for eligible users; and

**WHEREAS**, the City of East Ridge agrees to compensate CARTA for services provided under the Agreement at the per-trip rates specified therein, and acknowledges the applicable contributions from both passengers and Hamilton County; and

**WHEREAS**, the Agreement has an effective date of July 1, 2025, and shall remain in effect through June 30, 2026, with automatic annual renewals for up to five (5) additional one-year terms, subject to provisions for rate adjustments, termination rights, and other terms set forth in the Agreement; and

**WHEREAS**, it is in the best interest of the City to provide such paratransit services to improve access to transportation for senior and disabled residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council hereby approves the Interlocal Agreement with the Chattanooga Area Regional Transportation Authority (CARTA), effective July 1, 2025, for the provision of paratransit services as described therein.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute the Interlocal Agreement and any related documents necessary to implement the terms of the Agreement, subject to approval by 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

**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF EAST RIDGE  
AND  
THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY**

THIS INTERLOCAL AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, to be effective as of July 1, 2025 (the "Effective Date"), between the **CITY OF EAST RIDGE** (hereinafter referred to as the "City"), a Tennessee municipality whose offices are located at 1517 Tombras Avenue, East Ridge Tennessee 37412, and the **CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY** (hereinafter referred to as "CARTA"), whose offices are located at 1617 Wilcox Boulevard, Chattanooga, Tennessee 37406.

WHEREAS, the City desires to engage CARTA to provide certain public transportation services as more specifically set forth herein, upon such terms and for the period and at the prices herein stated;

WHEREAS, the City has the full authority and right to grant such rights and privileges to CARTA as hereinafter stated and to execute this Agreement; and

WHEREAS, acting under the authority of § 7-56-105 et seq. of the Tennessee Code Annotated and § 23-19 of the Chattanooga City Code, CARTA is a qualified public transportation service provider and desires to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual provisions, covenants, terms, and conditions herein contained, and for other good and valuable considerations, the contracting parties hereto mutually covenant and agree as follows:

**CARTA RESPONSIBILITIES**

- a) East Ridge Paratransit Service. CARTA shall supply all vehicles, labor, equipment, and supervision necessary to operate the East Ridge paratransit service for qualifying disabled and senior-eligible customers aged 65 and over to medical appointments, dialysis treatments, pharmacies, grocery stores, and employment (collectively, the "Service"). CARTA shall provide said Service Monday-Friday from 4:00 AM to 12:00 AM, Saturdays from 5:00 AM to 12 AM, and Sundays from 6 AM to 8 PM, except for Tennessee State and Federal holidays. The Service provided will be origin to destination from all serviceable points in the City of East Ridge to all destinations within CARTA's Care-A-Van service area for qualified customers. Door-to-Door Service is available upon request. Current Care-A-Van operating fares and rules apply. The City hereby agrees to the Client/Service Policy attached hereto and incorporated herein as Attachment A. CARTA shall have the full authority to make and implement such rules and regulations and amend the Client/Service Policy as it deems necessary or desirable for the management and

operation of the Services, which shall likewise be incorporated into this Agreement upon CARTA sending notice of same and a copy of the Revised/Amended Client/Service Policy to the City.

- b) Complementary Travel Training. CARTA shall provide complementary travel training assistance for the Services, for all eligible users as desired.

## PRICING

CARTA shall charge for its provision of the East Ridge Paratransit Service on a per-trip basis as detailed below. Passenger payment will apply and be collected as described in Attachment A. The City will be invoiced monthly, in arrears, with supporting documentation, and such invoices shall be paid within fifteen (15) days of delivery. The payment obligation described herein shall survive the expiration or earlier termination of this Agreement. Charges for each trip will be payable proportionally by the passenger utilizing the service and by the City. The per-trip charge will be apportioned as follows:

1. \$51.00 per trip, with the City responsible for \$47.50 of the total, and the passenger responsible for payment of \$3.50. Passengers have the opportunity to save \$0.25 per trip using the Token Transit payment option.
2. \$15.00 per trip will be subsidized by Hamilton County for the first 2,988 trips (\$44,820) and subtracted in advance on each invoice until funds are depleted.
3. CARTA reserves the right to adjust the passenger's portion of the trip cost based on CARTA's fare policy, to become effective upon written notice and a copy of such adjusted fare policy to the City.
4. CARTA reserves the right to charge additional sums to agencies or entities providing financial support to CARTA for such services.

## RIGHTS TO TERMINATE

Either party reserves the right to terminate this Agreement at any time for any reason upon not less than 30 days prior written notification provided to the other contracting party. CARTA would provide invoicing for any Service that had been provided prior to the effective date of termination, and the City shall be responsible for payment thereof.

Notwithstanding the foregoing, in the event that either party breaches a material provision of this Agreement or materially interferes with the other party's ability to perform hereunder, the non-defaulting party may terminate this Agreement upon written notice effective upon the date described in such notice.

Except in the event of a default by either party hereunder, in the event either party shall hereafter be inclined to exercise its termination right, the parties agree to make commercially reasonable

efforts to meet to discuss in good faith amendments to this Agreement with the overall intent of continued service to the public.

#### PERIOD OF AGREEMENT

The term of this Agreement shall commence on the Effective Date and shall extend up through and including June 30, 2026, subject to each party's right of termination as detailed above and the Automatic Renewal provisions set forth hereinbelow.

#### AUTOMATIC RENEWAL

Subject to (i) CARTA's retained rights to adjust its rates and reimbursement structure, (ii) CARTA's right to unilaterally revise its terms' of service policy, and (iii) to the Rights to Terminate reserved to the City and CARTA hereinabove, this Agreement shall automatically renew for five (5) additional terms of one year each.

#### REVISIONS

Both contracting parties reserve the right to review the service, pricing, and other material terms of this Agreement in order to update and to ensure a complete understanding of the intents and responsibilities of the contracting parties. No amendments to this Agreement shall be effective unless set forth in writing and agreed to by both parties.

#### INSURANCE/LIABILITY

CARTA shall be solely responsible for the paratransit operations described herein and for any claims made relative thereto. Other than the requirement for payment of fees as detailed above, the City's role with respect to CARTA's transportation service will be advisory in nature. Additionally, up to the limits and protections against liability specified under the Tennessee Governmental Tort Liability Act, as presently enacted or hereafter amended, CARTA shall fully indemnify and hold the City harmless from any claim of loss due to personal injury or property damage arising out of CARTA's operation of paratransit service as described herein, unless such injury or damage is caused by the negligence of the City or its agents, officers, and employees. Such indemnification shall include reimbursement to the City of reasonable attorneys' fees and expenses related to any claim of loss to personal injury or property damage. CARTA's indemnification obligation under this Agreement shall survive the expiration or earlier termination of this Agreement. CARTA agrees to provide the City with a commercial general liability insurance certificate naming the City as additional insured with limits of One Million Dollars per occurrence. The terms and conditions described in this paragraph will survive the expiration or earlier termination of this Agreement.

If such case arises any liability of the City to CARTA and/or third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the City under this Agreement shall

be governed by the Tennessee Claims Commission Act, Tennessee Code Annotated §§ 9-8-301 et seq.

In compliance with the requirements of Tennessee Code Annotated §12-3-309, CARTA hereby attests that it shall not knowingly utilize the service of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

#### MISCELLANEOUS

If any provision of this Agreement, or portion thereof, shall be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby.

The terms of this Agreement may be modified or amended only in writing signed by both CARTA and the City.

It is expressly understood and agreed that this Agreement is personal to CARTA and the City and that neither party will have the right, power or authority to assign this Agreement or any portion thereof.

No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefit of, or be otherwise subjected to discrimination in the performance of this Agreement. CARTA, shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

CARTA and the City hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other on any matters in any way arising out of or connected with this Agreement, the relationship of CARTA and the City, or the enforcement of any remedy under any applicable law, rule, statute, order, code, or ordinance

In the event that any action, suit or other proceeding is initiated concerning or arising out of this Agreement, the prevailing party shall recover all of such party's actual costs and reasonable attorneys' fees incurred in each and every action, suit or other proceeding, including any and all appeals or petitions therefrom from the non-prevailing party.

[Signature Page Follows]

IN WITNESS THEREOF, the parties have executed this Agreement on the dates hereinafter mentioned.

FOR CHATTANOOGA AREA REGIONAL  
TRANSPORTATION AUTHORITY

FOR THE CITY OF EAST RIDGE

\_\_\_\_\_  
Charles D. Frazier, CEO

\_\_\_\_\_  
Mayor Brian Williams

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A: Care-A-Van Client/Service Policy**

# Care-A-Van Client / Service Policy

The CARTA Care-A-Van Client / Service policy has been developed with the guidance of the CARTA Care-A-Van Advisory Council for Accessible Transportation. We appreciate your cooperation in helping us provide more efficient transportation by familiarizing yourself with the following policies. If you have any questions, comments or concerns, please contact our office at 423-698-9038.

Clients must have a completed, approved and current CARTA/ADA Eligibility Application as well as a completed Medical Verification form on file at the Care-A-Van office.

Current Fares for Care-A-Van: One-way trips are \$2.50 each, payable at the time of service. There is no charge for children under six (6) years of age or an approved Personal Care Attendant (PCA). Children between the age of six (6) and sixteen (16) years of age are \$.50 per one way trip. All additional adult non PCA's are required to pay the appropriate fee when transportation is rendered. All children under four (4) years of age, traveling with a client must in a client provided child restraint seat. When booking your trip you must inform Care-A-Van staff if additional passengers meeting the requirements above will be traveling with you.

Payment Policy: All clients are expected to pay their fare at the time of transportation, unless billing arrangements have been made in advance through the Care-A-Van office. Payment should be received no later than thirty (30) days from the invoice date. If payment has not been received after thirty (30) days, client services may be temporarily suspended until payment is received. Clients paying cash are expected to have exact change, drivers will not provide change.

Scheduling Policy: Clients may schedule transportation the day before and up to fourteen (14) days prior to service. Care-A-Van does not provide same day scheduling. Care-A-Van should never be used for emergency transportation. In case of an emergency, please call 911 immediately.

Clients are expected to be ready at the beginning of their pick-up window. Due to volume, Care-A-Van drivers are only permitted to wait five (5) minutes after arriving inside the pick-up window. Drivers and dispatchers will attempt to make contact with the client within the five (5) minute window. If contact with the client is unsuccessful the driver will be released to their next destination. If you are experiencing delays, please contact dispatch at 423-698-9038 to make alternate arrangements. Clients may not alter the scheduled destination on the day of service. Stops between pick up and drop off locations are not permitted unless previously scheduled.

Cancelation Policy: If a client needs to cancel a ride, he/she must do so by calling the Care-A-Van dispatcher at 423-698-9038 at least one (1) hour before the scheduled trip. If the driver arrives at the location before the client calls, the client will be subject to a "NO SHOW." NO Shows cause the service to be slowed, in order for ALL clients to get to their appointments on time it is extremely important to cancel unwanted rides as far in advance as possible. All phone calls to Care-A-Van are recorded.

Please note the time, date and person you spoke with when canceling a ride.

Care-A-Van is an "Origin to Destination" Service, however "Door-To-Door service is available upon request to any client as needed. Please be sure to inform the reservationist that you need Door-To-Door service when

booking your trips. Care-A-Van drivers will assist clients to board and alight the vehicle. Drivers may only assist clients in or out of a wheelchair to the extent which allows the client to transfer to a vehicle seat. Drivers are not allowed to enter a client's residence for any reason. Vehicles will not enter any area (i.e. narrow driveways less than 16 ft. wide, steep hills or slopes greater than 8.33% grade – Lift ramps can only be deployed on flat surfaces), without ample space to turn around, no unpaved, rough or soft surfaces, no low overhangs (less than 10' + top clearance, etc.) where in the drivers and /or safety supervisors opinion, unsafe conditions exist for the client, driver, or damage that may occur to the vehicle while entering or exiting the pick up or drop off location.

Clients must provide their own wheelchairs and/or mobility devices. Each mobility device must be secured in the vehicle with a four (4) point,

tie-down and suggested lap/shoulder restraint belt. All Care-A-Van clients are asked to wear a seat belt while aboard the vehicle. Clients are only allowed to stand at their own risk.

Clients are responsible for providing safe and negotiable exterior surfaces for wheelchairs and ambulatory clients. Clients who utilize wheelchairs are responsible for providing safe, sturdy (built according to regulations – 1" of fall to 12" of length), non-skid surface ramps.

Family members or friends MUST assist clients if no ramp is available. Drivers are not allowed to lift wheelchairs up or down from level ground due to the risk of injury to the client and/or driver.

Personal Care Attendant (PCA) Policy: If a client requires a Personal Care Attendant (PCA), the client is responsible for providing such PCA. The PCA may ride at no charge, but the PCA must be picked up and dropped off at the same location as the client.

Guest Policy: Clients are allowed to bring guest(s) along for a trip. Guests will be allowed to travel with the client from the client's pick-up location to the client's destination. The guest will be charged the same fare as the client. Clients must notify the reservationist at

the time of booking if they will be traveling with a guest(s). There is no limit to the number of guests that can ride with a client as long as there is space available.

**Package/Bag Policy:** Drivers are not permitted to carry packages, bags or any other of the client's personal belongings. Clients are only allowed those packages, bags or personal belongings that they, their PCA, or guest can carry onto the vehicle in one (1) trip on. Clients that require assistance with groceries or packages **MUST** have a PCA, or Guest to provide assistance. Travel Luggage is permitted under the same Policy.

**Service Animal Policy:** A trained service animal (Dog) will be allowed to do work or perform tasks for the benefit of any client as needed.

### **CODE of CONDUCT**

- NO Smoking or eating is allowed on the vehicles at any time.
- NO abusive physical or verbal behavior toward the drivers or other passengers will be tolerated. Such occurrences may result in the offending client being removed from the vehicle and suspended from future trips.
- Good Hygiene is required at all times for the health and welfare of all clients and drivers.

CARTA Care-A-Van is a public complimentary paratransit service. Due to heavy volume of clients wishing to ride, it may be necessary to combine your trip along with several other clients' trips. Care-A-Van staff will make every effort to accommodate your trip in the timeliest, safest, and most efficient manner possible without subjecting any client to extended travel or wait times.

We ask for your patience and understanding that our vehicles are subject to the same traffic conditions and road hazards which cause delays and detours for private vehicles and may delay our schedules beyond our control.

### **Contact Information:**

- Care-A-Van Office                      423-698-9038
- TDD    423-698-8418
- Fax    423-698-8555

**RESOLUTION NO. 3706**

AGENDA MEMORANDUM

**Approval of Annual Bids for Street Department Materials for FY 2025-2026**

July 24, 2025

Submitted By: Chris Vaughn, Street Department Supervisor

The City advertised the following bids for the Street Department materials for FY 2025-2026:

- Asphalt and Other Street Repair Materials
- Concrete Block / Brick, Sand, and Mortar Mix
- Crushed Stone
- Drainage Pipes
- Topsoil and Fill Dirt

Bids were opened and publicly read on July 21, 2025 at 1:00 pm. The following is a list of the bids received and staff recommendation for award:

<b>BID TYPE</b>	<b>BIDDERS</b>	<b>AWARD RECOMMENDATION</b>
Asphalt and Other Street Repair Materials	1. Talley Construction 2. Wright Brothers Construction	Talley Construction
Concrete Block / Brick, Sand, and Mortar Mix	1. SRM Concrete	SRM Concrete
Crushed Stone	1. Midsouth Aggregates	Midsouth Aggregates
Topsoil and Fill Dirt	1. Park Equipment Inc. 2. Groundscape Concepts, LLC	Park Equipment Inc.
Various Drainage Pipes	1. Groundscape Concepts, LLC 2. Consolidated Pipe & Supply 3. Piping Supply Company, Inc	Groundscape Concepts, LLC

**RESOLUTION NO. 3706**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL AWARDING ANNUAL BIDS FOR STREET  
DEPARTMENT MATERIALS FOR FY 2025 – 2026**

**WHEREAS**, the City advertises for sealed bids annually for Street Department materials in order to get the best prices that will remain in effect for each fiscal year; and

**WHEREAS**, sealed bids for Street Department materials were opened and publicly read on July 21, 2025; and

**WHEREAS**, City staff has maintained bid files with information received from bidders; and,

**WHEREAS**, after conducting the public bidding process and reviewing all bids submitted, staff recommend awarding the bids as follows:

1. Asphalt and other street repair materials – Talley Construction
2. Concrete block/brick, sand, and mortar mix – SRM Concrete
3. Crushed Stone – Midsouth Aggregates
4. Topsoil and Fill dirt – Park Equipment, Inc.
5. Various types of drainage pipes – Groundscape Concepts, LLC

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bids for Street Department materials for Fiscal Year 2025-2026 be awarded as follows:

Materials:	Bidder:	Awarded to:
Asphalt and other street repair material	1. Talley Construction 2. Wright Brothers Construction	Talley Construction
Concrete block/brick, sand, mortar mix	1. SRM Concrete	SRM Concrete
Crushed Stone	1. Midsouth Aggregates	Midsouth Aggregates
Topsoil and Fill Dirt	1. Park Equipment, Inc. 2. Groundscape Concepts, LLC	Park Equipment, Inc.
Various types of drainage pipes	1. Groundscape Concepts, LLC 2. Consolidated Pipe & Supply 3. Piping Supply Company, Inc	Groundscape Concepts, LLC

**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 to Form:

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

**RESOLUTION NO. 3707**

**AGENDA MEMORANDUM**

July 24, 2025

Submitted by:

*Diane Qualls*

Diane Qualls, Finance Director

The city has used Preventia Security for most of our security needs for the past few years. The monitoring for each location has finally gone over the \$ 10,000 limit and needs to be approved by Council. This is for various services, fire alarms and camera systems. This cost for the entire year will be \$ 11,664.00. After Venue 1921 at East Ridge is complete it will have to be added. At that time staff will come back to Council to have the additional cost approved.

**RESOLUTION NO. 3707**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN AGREEMENT WITH PREVENTIA SECURITY FOR SERVICES AND MAINTENANCE OF FIRE ALARMS AND CAMERA SYSTEMS AT VARIOUS CITY FACILITIES**

**WHEREAS**, the City of East Ridge has identified the need for reliable and comprehensive security services, including fire alarm monitoring and camera system support, for multiple City-owned facilities; and

**WHEREAS**, Preventia Security currently provides these services at the following City facilities: City Hall, Community Center, Police Department, Fire Station 1, Fire Station 2, Traffic Control Building, Animal Shelter, History Center, McBrien Elementary, Pioneer Playground restroom access, and the East Ridge Burn Pit; and

**WHEREAS**, City staff recommends the continued use of Preventia Security for the provision and maintenance of these systems at the locations listed above, at an annual cost of \$11,664.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council hereby approves an agreement with Preventia Security for the continued service and maintenance of fire alarms and camera systems at the following locations: City Hall, Community Center, Police Department, Fire Station 1, Fire Station 2, Traffic Control building, Animal Shelter, History Center, McBrien Elementary, Pioneer Playground restroom access, and the East Ridge Burn Pit.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute all necessary documents related to this agreement, subject to approval by the City Attorney, in an amount not to exceed \$11,664.00 annually.

**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

# RESOLUTION NO. 3708

## AGENDA MEMORANDUM

### Tennessee Department of Agriculture

#### Approval of Grant Award FY26 Animal Friendly Grant

July 24, 2025

Submitted by:

*Cameron McAllister*

Administrator of Economic & Community Development

#### **SUBJECT: Approval of FY26 Animal Friendly Grant for East Ridge Animal Services**

City Administration is requesting approval from the Mayor and City Council to accept the FY26 Animal Friendly Grant award from the Tennessee Department of Agriculture in support of East Ridge Animal Services.

The Animal Friendly Grant is part of a statewide initiative administered by the Animal Health Division of the Tennessee Department of Agriculture. The program is funded through proceeds from the sale of “Animal Friendly – Spay and Neuter Saves Lives” specialty license plates. Each plate sold contributes to grants for municipal shelters and nonprofit organizations across Tennessee, supporting low-cost spay and neuter services.

Grant funding is awarded based on an organization’s service impact, such as the number of animals treated and the geographic areas covered. Priority is given to shelters serving distressed counties. All funds must be used exclusively for spay and neuter procedures performed by licensed veterinarians within Tennessee.

In June 2025, the City of East Ridge was notified of its successful award for FY26. These funds will directly support spay and neuter operations at East Ridge Animal Services, helping reduce the number of unwanted pets and easing the burden on the local shelter.

The grant is structured as a reimbursement-based program. Upon approval and execution of the grant contract by both the City and the State, the City will submit claims for reimbursement using an invoice template provided by the Tennessee Department of Agriculture.

City Administration recommends the approval of the FY26 Animal Friendly Grant and requests authorization of the Mayor/City Manager to execute the necessary documents for award.

**RESOLUTION NO. 3708**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF THE FY2026 ANIMAL FRIENDLY GRANT FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE IN SUPPORT OF EAST RIDGE ANIMAL SERVICES**

**WHEREAS**, the City of East Ridge has been awarded the FY2026 Animal Friendly Grant from the Tennessee Department of Agriculture, administered by its Animal Health Division; and

**WHEREAS**, the Animal Friendly Grant is funded through the sale of specialty license plates promoting spay and neuter services and is intended to support low-cost spay and neuter procedures performed by licensed veterinarians within Tennessee; and

**WHEREAS**, the City of East Ridge will utilize these funds to support operations at East Ridge Animal Services, helping to reduce the number of unwanted pets and alleviate the burden on the local shelter; and

**WHEREAS**, the grant is reimbursement-based, and the City will submit eligible claims for reimbursement in accordance with the requirements established by the Tennessee Department of Agriculture; and

**WHEREAS**, City Administration recommends acceptance of the grant and requests authorization for the Mayor or City Manager to execute all documents necessary for the administration and implementation of the grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council hereby approves acceptance of the FY2026 Animal Friendly Grant from the Tennessee Department of Agriculture.

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute any and all documents necessary to accept and implement the grant award, in accordance with applicable laws and regulations.

**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



# GOVERNMENTAL GRANT CONTRACT

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

<b>Begin Date</b> August 1, 2025	<b>End Date</b> June 30, 2026	<b>Agency Tracking #</b> 32518-12225	<b>Edison ID</b> 2874		
<b>Grantee Legal Entity Name</b> City of East Ridge			<b>Edison Vendor ID</b>		
<b>Subrecipient or Recipient</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		<b>Grantee's fiscal year end:</b> 6/30			
<b>Service Caption</b> (one line only) Animal Friendly – Spay/Neuter, Per DGA					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2026	\$1,100.00				\$1,100.00
<b>TOTAL:</b>	<b>\$1,100.00</b>				<b>\$1,100.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection			Grantees are selected using a request for application process. Applications are received and evaluated based on their proposed cost-per-procedure.		
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71304000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
Department of Agriculture  
AND  
City of East Ridge**

This grant contract ("Grant Contract"), by and between the State of Tennessee, **Department of Agriculture**, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee City of East Ridge, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2874

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will provide low cost sterilization of dogs and cats to the public utilizing the criteria set forth in their application (Attachment 4) for determining the financial need of the surgical applicant.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on August 1, 2025 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Thousand and One Hundred Dollars (**\$1,100.00**) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment #1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Agriculture  
Attn: Heather Montoy  
Porter Building  
P.O. Box 40627  
Nashville, TN 37204  
Animal.friendlygrants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
    - (1) Invoice/Reference Number (assigned by the Grantee).
    - (2) Invoice Date.
    - (3) Invoice Period (to which the reimbursement request is applicable).
    - (4) Grant Contract Number (assigned by the State).
    - (5) Grantor: Tennessee Department of Agriculture & Animal Health
    - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
    - (7) Grantee Name.
    - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
    - (9) Grantee Remittance Address.
    - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
    - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
      - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
      - ii. The amount reimbursed by Grant Budget line-item to date.
      - iii. The total amount reimbursed under the Grant Contract to date.
      - iv. The total amount requested (all line-items) for the Invoice Period.
  - b. The Grantee understands and agrees to all of the following.
    - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
    - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
    - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within Ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all

payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:  
The State:

Heather Montoy, ASA 2  
Tennessee Department of Agriculture  
Porter Building  
P.O. Box 40627  
Nashville, TN 37204  
[Animal.friendlygrants@tn.gov](mailto:Animal.friendlygrants@tn.gov)  
Telephone # 615-837-5120  
FAX # 615-837-5250

The Grantee:

Cameron McAllister, Administrator 423-664-2576  
City of East Ridge  
1517 Tombras Ave East Ridge, TN 37412  
cmcallister@eastridgetn.gov  
Telephone # 423-867-7711

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy

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

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

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

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).  
  
When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.  
  
A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

**IN WITNESS WHEREOF,**

City of East Ridge:

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**GRANTEE SIGNATURE** **DATE**

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

**TENNESSEE DEPARTMENT OF AGRICULTURE:**

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**CHARLES HATCHER, D.V.M., COMMISSIONER** **DATE**

<b>GRANT BUDGET</b>				
<b>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period:</b>				
<b>BEGIN: August 1, 2025</b>		<b>END: June 30, 2026</b>		
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award <sup>2</sup>	<b>\$1,100.00</b>	0.00	<b>\$1,100.00</b>
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest <sup>2</sup>	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation <sup>2</sup>	0.00	0.00	0.00
	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$1,100.00</b>	<b>0.00</b>	<b>\$1,100.00</b>

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

<sup>2</sup> Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Provide low cost spay / neuter services to procedures 18 @ average of \$61.25 per animal.	\$1,100.00
<b>TOTAL</b>	<b>\$1,100.00</b>

**RESOLUTION NO. 3709**

**AGENDA MEMORANDUM**

**State of Tennessee  
Hamilton County Department of Education**

**FY2026  
School Resource Officer Grant  
Memorandum of Understanding**

**July 24, 2025**

Submitted by:

*Cameron McAllister*

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Administrator of Economic & Community Development

**SUBJECT: Approval of Memorandum of Understanding for FY2026 School Resource Officer Grant Program**

The East Ridge Police Department is seeking approval to renew the City's application for funding through the Statewide School Resource Officer (SRO) Grant Program for Fiscal Year 2026. As part of the application process, the Tennessee Department of Safety and Homeland Security (TDOSHS) requires a signed Memorandum of Understanding (MOU) to be submitted with the grant materials.

The MOU outlines the responsibilities of the parties involved, specifically the City of East Ridge and the State regarding the continued placement of School Resource Officers in local schools and the associated planning and funding obligations.

The grant provides up to \$300,000 in funding, allocated as \$75,000 per officer for the support of four SROs serving four schools within the East Ridge community.

Staff recommends that the Mayor and City Council approve the attached Memorandum of Understanding and authorize the East Ridge Police Department to proceed with submission of the FY2026 application for the Statewide SRO Grant Program.

There is no direct fiscal impact to the City. If awarded, the grant will provide substantial financial assistance for SRO personnel costs for the 2025–2026 school year.

**RESOLUTION NO. 3709**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING THROUGH THE STATEWIDE SCHOOL RESOURCE OFFICER (SRO) PROGRAM FOR FISCAL YEAR 2025 – 2026 AND AUTHORIZING THE CITY TO PROVIDE ADDITIONAL FUNDING AS NEEDED TO SUPPORT THE SCHOOL RESOURCE OFFICER POSITIONS**

**WHEREAS**, School Resource Officers can fulfill a variety of roles in public schools such as preventing and responding to school-based crime, fostering positive relationships among law enforcement, educators, and youth, and helping to promote a positive school atmosphere; and

**WHEREAS**, the State of Tennessee, through the Tennessee Department of Safety and Homeland Security, has established the Statewide School Resource Officer (SRO) Grant Program to support local law enforcement agencies in placing SROs in schools; and

**WHEREAS**, the East Ridge Police Department seeks to renew the City’s application for Fiscal Year 2025-2026 grant funding under this program in an amount not to exceed \$300,000, which equates to \$75,000 per officer to support four (4) SROs serving four (4) schools in the East Ridge community; and

**WHEREAS**, as part of the application process, Tennessee Department of Safety and Homeland Security requires a signed Memorandum of Understanding between the City of East Ridge and the State of Tennessee, outlining the responsibilities of both parties related to the placement and support of SROs; and

**WHEREAS**, the City is also requesting authorization to provide any additional funding in excess of the \$75,000 per SRO to fill these positions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the Mayor or his designee are authorized to execute any documents as may be necessary with regard to the application for, and acceptance of the Statewide School Resource Office Program Grant in the amount of \$75,000 per SRO, per school.

**BE IT FURTHER RESOLVED** that the City of East Ridge is hereby authorized to provide any required funding in excess of the \$75,000 per officer allocation, as necessary, to fully fund the School Resource Officer positions.

**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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  

City of East Ridge
--------------------

**AND**  

East Ridge Police
-------------------

**AND**

HAMILTON COUNTY DEPARTMENT OF EDUCATION
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THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the above-named parties. Each individually as "Party" or collectively as "Parties".

WHEREAS, well developed School Resource Officer ("SRO") programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer ("SRO") has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). "School resource officer" means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA." The term "law enforcement officer" as defined under § 39-11-106 means an "officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses." An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency ("LEA") has the same meaning as in Tennessee Code Annotated § 49-1-103(2). "Local education agency (LEA), 'school system', 'public school system', 'local school system', 'school district', or 'local school district' means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly."

WHEREAS, a "public charter school" shall be established and operated as set forth in the Tennessee Public Charter Schools Act (Tennessee Code Annotated Title 49, Chapter 13).

WHEREAS, an "alternative school" and "alternative program" shall be established and operated as set forth in Tennessee Code Annotated Title 49, Chapter 6, Part 34.

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NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. **PURPOSE OF MOU.** The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers ("SROs") in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term "Sheriff" shall include the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.
  
- II. **AUTHORITY.** This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 0530 of the 114th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school or alternative school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

III. **GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL OR ALTERNATIVE SCHOOL.**

- A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
  - i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
  - ii. A landline telephone to be located in the office;
  - iii. Access to a computer work station; and
  - iv. Secretarial assistance when needed by the SRO.

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- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.
- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. GENERAL RESPONSIBILITIES OF SHERIFF'S OFFICE or POLICE DEPARTMENT. The Sheriff or Chief of Police, on behalf of the County or City, shall have the following responsibilities:

- A. The Sheriff or Chief of Police shall have the sole authority to conduct background checks, hire, select, discharge, discipline, outfit, provide equipment, and determine (within the parameters established by state law) the qualifications of SROs. The Sheriff or Chief of Police may involve school administrators in the selection process at his/her discretion.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School or Alternative School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.
- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.
- E. To the degree required by applicable law, ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in Tennessee Code Annotated § 49-6-4217. The County or City will remain responsible for the costs associated with the obligations contained in this Section IV.E.

V. QUALIFICATIONS OF AN SRO.

- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.

- B. An SRO is recommended to have at least two (2) years' experience as a police officer or the equivalent in order to be able to draw upon the expertise and experience of traditional police work when performing their duties in a school setting.
- C. An SRO should not only be selected based on specific qualifications, but on a genuine desire to work with youth. Due to the nature of the SRO position, the majority of the time is spent interacting with youth. The ability of an SRO to connect with students and provide positive and enriching relationships is a very important trait that will have a positive effect on the school's overall climate.

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

- A. An SRO should receive forty (40) hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, Tennessee Association of School Resource Officers, Tennessee Law Enforcement Training Academy (TLETA), or other appropriate and recognized entity within one (1) year of being hired or assigned to a school, whichever is earlier. Due to the nature of the role of an SRO, it being significantly different than that of a traditional patrol officer, the SRO position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for an SRO to receive specialized training that will prepare him/her to work in a school setting.
- B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.
- C. Planning and training for emergencies and school safety should be conducted collaboratively by SROs and school personnel. Both should take an active role in training school personnel regarding emergency management issues. The development and implementation of school safety plans should be a collaborative effort, and school personnel should include and engage other first responders in the community.

- VII. INFORMATION EXCHANGE. To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to

better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

**VIII. GENERAL DUTIES OF AN SRO.**

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.
- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

**IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.**

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons,

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mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.

- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
  - C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA, Public Charter School, or Alternative School policies, and all applicable laws.
  - D. The SRO may act as an instructor for the Drug Abuse Resistance Education ("D.A.R.E.") and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
  - E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.
- X. **DISMISSAL AND REASSIGNMENT OF AN SRO.** In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.
- XI. **RECORDS.** The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Office or Police Department.

- XII. **TERM.** The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2026. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. **TERMINATION.**
- A. **Termination for Convenience.** Any Party may terminate this MOU at any time by providing thirty (30) calendar days' written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.
- B. **Termination for Lack of Funding.** Should any Party fail to, after exercising good faith effort, obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.
- XIV. **RELATIONSHIP OF THE PARTIES.** The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA), the Public Charter School, or the Alternative School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.
- XV. **COOPERATION.** The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.
- XVI. **ADMINISTRATION.** This MOU shall be administered by the head of the Local Education Agency (LEA), Public Charter School, or Alternative School for the Local Education Agency (LEA), the Public Charter School, or the Alternative School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

XVII. LIMITATION ON LIABILITY. Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XVIII. GENERAL TERMS.

A. Choice of Law and Forum. This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA), Public Charter School, or Alternative School is located.

B. Notices. All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City:

Street Address 1:

Street Address 2:

City  State: TN ZIP Code

ATTN (Name of person or title of County/City Official):

Sheriff or Name and Title:

Chief of Police: Street Address 1:

Street Address 2:

City  State: TN ZIP Code

Name of LEA or Name of LEA or Public Charter School:

Public Charter School Street Address 1

or Alternative Street Address 2

School: City  State: TN ZIP Code

ATTN:

[name or title of LEA, Public Charter School Official, or Alternative School Official]

C. Entire Understanding and Modifications in Writing. This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be

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enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.
- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective

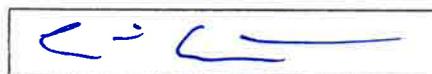
rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.
- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA), Public Charter School, or Alternative School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.
- P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA), Public Charter School, or Alternative School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.

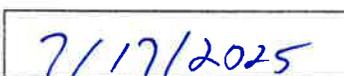


Signature of LEA, Public Charter School, or Alternative School



Signature of Sheriff or Chief of Police

DATE: 

DATE: 

Attachment A follows this page

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**THIS IS A CONFIDENTIAL DOCUMENT AND IS NOT SUBJECT TO RELEASE OR DISTRIBUTION  
AS A PUBLIC RECORD PURSUANT TO TENN. CODE ANN. § 10-7-504(p)**

**ATTACHMENT A**  
**SCHOOLS COVERED BY THIS MOU**

East Ridge High School  
4320 Bennett Road  
East Ridge, TN 37412

East Ridge Middle School  
4400 Bennett Road  
East Ridge, TN 37412

East Ridge Elementary  
School  
1014 John Ross Road  
East Ridge, TN 37412

Spring Creek Elementary  
School  
1100 Spring Creek Road  
East Ridge, TN 37412

**RESOLUTION NO. 3710**

AGENDA MEMORANDUM  
Fall and Winter Uniform Bid

July 24th, 2025

Submitted By:

*Shawwna Skiles*

Shawwna Skiles, Parks and Recreation Director

**SUBJECT:** Recommendation for Fall-Winter 2025 Uniform Bid Award

On July 16, 2025, the Parks and Recreation Department opened sealed bids for the 2025 Fall-Winter uniform bids. A total of four (4) bids were received and reviewed.

**Bid Summary:**

- **Krown Sports** – \$27,070.00 (Meets all bid specifications)
- **Liberty Apparel** – \$31,230.00 est. as they did not fill in a Grand Total and had a different amount for Adult uniforms on Softball (Meets all bid specifications)
- **Riddell / All American** – \$141,013.75 (Partial bid; did not include cheer)
- **BSN Sports, LLC**- \$42,191.80 (Partial bid; did not include cheer)

After evaluating all submissions, staff recommends awarding the contract to **Krown USA Inc.**,

Attachment Included for Review.

SS

**RESOLUTION NO. 3710**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR FALL/WINTER UNIFORMS FOR THE 2025 SPORTS SEASON FOR THE PARKS AND RECREATION DEPARTMENT**

**WHEREAS**, on June 15, 2025, the City of East Ridge advertised for bids for fall/winter uniforms for the 2025 sports season for the Parks and Recreation Department; and

**WHEREAS**, sealed bids were opened and publicly read on July 16, 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 reviewing the bid documents, City staff recommends the bid for fall/winter uniforms for the 2025 sports season be awarded to Krown USA, Inc. in the amount of \$27,070.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for the fall/winter uniforms for the 2025 sports season be awarded to Krown USA, Inc. in the amount of \$27,070.00

**BE IT FURTHER RESOLVED** that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and Krown USA, Inc. 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

**RESOLUTION NO. 3711**

AGENDA MEMORANDUM  
Turfing of BB/SB Fields 5-8 and Soccer F14 (Stadium) at Camp Jordan  
JULY 24th, 2025

Submitted By:

*Shawwna Skiles*

Shawwna Skiles, Parks and Recreation Director

**Subject:** Request for Approval – Turfing of BB/SB Fields 5-8 and Soccer F14 (Stadium) at Camp Jordan

The Parks and Recreation Department respectfully requests City Council approval to proceed with the installation of synthetic turf on BB/SB Fields 5 through 8 and Soccer F14 (Stadium) at Camp Jordan. This project will be executed in partnership with the following vendors:

- **Baseline Sports Construction** – \$2,776,000.00
- **ASA Engineering & Consulting, Inc.** – \$23,000.00

The total cost of the project will not exceed **\$3,000,000.00**, as authorized by **Resolution 3628**, adopted on **November 11, 2024**.

Please find attached the detailed specifications and vendor quotes for your review.

**Attachments:**

- Project Specifications
- Vendor Quotes

This project is scheduled to begin on November 10th, pending Council approval, following the conclusion of our final tournament. The estimated duration for completion is approximately 3 to 4 months.

SS

**RESOLUTION NO. 3711**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE THE INSTALLATION OF SYNTHETIC TURF ON FIELDS 5 THROUGH 8 AND THE SOCCER STADIUM AT CAMP JORDAN PARK, IN PARTNERSHIP WITH BASELINE SPORTS CONSTRUCTION AND ASA ENGINEERING & CONSULTING, INC., AT A TOTAL COST NOT TO EXCEED THREE MILLION DOLLARS (\$3,000,000.00)**

**WHEREAS**, the City Council of the City of East Ridge, Tennessee, previously authorized funding not to exceed Three Million Dollars (\$3,000,000.00) for improvements at Camp Jordan Park by Resolution No. 3628, adopted on November 11, 2024; and

**WHEREAS**, the Parks and Recreation Department has recommended the installation of synthetic turf on Fields 5 through 8 and the Soccer Stadium at Camp Jordan Park to improve playability, reduce maintenance, and enhance scheduling opportunities; and

**WHEREAS**, the City proposes to engage Baseline Sports Construction in the amount of \$2,776,000.00 and ASA Engineering & Consulting, Inc. in the amount of \$23,000.00 to complete this project; and

**WHEREAS**, the project is scheduled to begin on or about November 10, 2025, following the conclusion of the final tournament of the season, with an anticipated completion timeline of approximately three to four (3–4) months.

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

SECTION 1. The City Council hereby approves the installation of synthetic turf on Fields 5 through 8 and the Soccer Stadium at Camp Jordan Park.

SECTION 2. The City is authorized to proceed with the project in partnership with Baseline Sports Construction and ASA Engineering & Consulting, Inc., at a combined cost not to exceed Three Million Dollars (\$3,000,000.00), as previously authorized in Resolution No. 3628.

SECTION 3. The Mayor, or his designee, is hereby authorized to take any and all actions necessary to execute documents and facilitate completion of 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 to Form:

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



**DATE:** July 11, 2025  
**PROJECT:** Camp Jordan Field Conversions  
**PHONE:** 423.260.9190

**ATTENTION:** Shawna Skiles  
**LOCATION:** East Ridge, TN  
**EMAIL:** [sskiles@eastridgetn.gov](mailto:sskiles@eastridgetn.gov)

**Stadium Soccer Field Conversion & Modifications Based on +/- 83,000 SF:**

1. construction entrance drive & erosion control measures.
2. field excavation to a depth not to exceed 8" and dump on site.
3. fine grade subgrade utilizing laser guided equipment.
4. proof roll subgrade to ensure suitability for work scope proposed.
5. collector pipe utilizing a 12" HDPE perforated pipe including trench fabric and stone backfill.
6. perimeter concrete curbing to establish field perimeter and final finished elevation.
7. 4-ounce geo-textile filter fabric on field subgrade.
8. 1" by 12" flat panel drainage system placed on 25' centers.
9. free draining stone base utilizing 4.5" of #57 stone + 1.5" of #89 stone.
10. SHAW "Legion Pro" dual-fiber, synthetic turf system utilizing sand / rubber infill material.
11. remove and dispose of construction access drive and general site cleanup.

**Baseball Field Conversion & Modifications @ Fields 5-8 Based on +/- 202,110 SF:**

1. construction entrance drive & erosion control measures.
2. field demolition & excavation to a depth not to exceed 8" and dump on site.
3. fine grade subgrade utilizing laser guided equipment.
4. proof roll subgrade to ensure suitability for work scope proposed.
5. collector pipe utilizing a 12" HDPE perforated pipe including trench fabric and stone backfill.
6. perimeter concrete curbing to establish field perimeter and final finished elevation.
7. 4-ounce geo-textile filter fabric on field subgrade.
8. 1" by 12" flat panel drainage system placed on 25' centers.
9. free draining stone base utilizing 4.5" of #57 stone + 1.5" of #89 stone.
10. SHAW "Tru-Hop 1.65" dual fiber, synthetic turf system at infields + "Legion Pro 1.75" dual fiber, synthetic turf system at outfields utilizing sand / rubber infill material.
11. remove and dispose of construction access drive and general site cleanup.

**Total Cost Fields 5-8 + Soccer Stadium Field: \$2,776,300**  
**Add Alternate If Spoils Have To Be Exported & Dumped off Site: \$106,498**

**Pricing Terms & Conditions:**

1. Current budget pricing to expire in 30 days.
2. Performance and payment bonds can be provided for a surcharge of 1%.
3. Monthly progress billings to be submitted on the 25<sup>th</sup> of each month.
4. Terms net 30 upon invoice.
5. 1-1/2% interest per month will be applicable to any unpaid balance 30 days after the invoice date.
6. Sourcewell services contract # 060518-SII. Shaw Sports Turf authorized distributor partner.



3600 Henson Road, Knoxville, TN 37921  
(800) 205-9521 (865) 588-4320 fax: (865) 588-4111  
Email: [info@baselineLLC.com](mailto:info@baselineLLC.com) Visit us: [www.baselineLLC.com](http://www.baselineLLC.com)



**Testing, Quality Control & Miscellaneous Items Included:**

1. all turf systems manufactured by SHAW Sports Turf.
2. all baseball field markings to be white.
3. all soccer field markings to be white.
4. GMAX testing and initial reporting at all fields.
5. 8-year standard warranty for synthetic turf system.
6. maintenance manual detailing care and cleaning of the turf playing surface.
7. greens-groomer provision, delivery & training.
8. standard wage rates.
9. ASBA Certified Synthetic Turf Field Builder on staff.

**General Notes, Terms, Conditions & Exclusions:**

1. assumes 1 site mobilization.
2. assumes all excavated material will be dumped on site.
3. assumes existing site conditions are suitable for the work scope proposed.
4. assumes field underdrain system will discharge per sketch attached by ASA Engineering.
5. assumes unencumbered access to adequate material staging areas, access and haul routes and site location for the duration of our work scope detailed above.
6. pricing does not allow for the removal or replacement of unsuitable soils, unsuitable fill material, solid rock, hazardous materials or any other items that are not suitable to support our work scope.
7. assumes construction process will continue without interruption until our work scope is complete.
8. does not allow for the remediation / repair / replacement of surrounding parking lots, access drives, landscape, sidewalks, etc., that may be damaged during construction.
9. scope and pricing proposed may be impacted by the engineered design based on local and state storm water requirements. Baseline Sports Construction, LLC reserves the right to modify pricing accordingly.

Shawna...thanks again and don't hesitate to call if you have any questions.

Steve Clift  
Vice President  
C 423-593-8284  
E-Mail [steve@baselinellc.com](mailto:steve@baselinellc.com)



3600 Henson Road, Knoxville, TN 37921  
(800) 205-9521 (865) 588-4320 fax: (865) 588-4111  
Email: [info@baselineLLC.com](mailto:info@baselineLLC.com) Visit us: [www.baselineLLC.com](http://www.baselineLLC.com)



ENGINEERING & CONSULTING, INC.

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May 7, 2025

**Via Email:** [sskiles@eastridgetn.gov](mailto:sskiles@eastridgetn.gov); [jscottmiller@eastridgetn.gov](mailto:jscottmiller@eastridgetn.gov)

Shawna Skiles  
Director of Parks and Recreation  
City of East Ridge  
1517 Tombras Avenue  
East Ridge, TN 37412

**RE: Proposal No. P5072025  
Camp Jordan Ballfields 5-8 and Stadium Soccer Field - Artificial Turf**

Dear Shawna,

**Asa Engineering & Consulting, Inc. [Asa]** is pleased to provide you with this professional services proposal for the above referenced project. The following outlines our project understanding, scope-of-services understanding, fee proposal, proposed schedule, assumptions & conditions, and services not included. Also attached and incorporated as a part of this proposal is Asa's 2025 Schedule of Fees.

#### **PROJECT UNDERSTANDING**

Asa understands that the **City of East Ridge [Client]** seeks a professional services proposal to provide land survey and civil engineering design services for the proposed artificial turfing of baseball fields 5 through 8 and the stadium soccer field in Camp Jordan Park (see Exhibit A). We understand that Baseline Sports Construction will perform the construction, and that Asa will coordinate its efforts with Baseline to provide grading, drainage, erosion control and permitting for the proposed improvements.

According to the FEMA/FIRM Community Panel, 47065C0477G and 47065C0364G, dated 2/3/2016, the proposed ballfields and soccer field appears to be outside of the floodway, but within the 100-year floodplain (Zone AE), with no previously identified streams or wetland areas. Additionally, we anticipate that the total land disturbance associated with the proposed improvements will exceed 1-acre of land disturbance, thereby requiring a land disturbance permit with Hamilton County and the Tennessee Department of Environment and Conservation [TDEC].

#### **SCOPE-OF-SERVICES UNDERSTANDING**

Asa will provide professional services associated with Tasks requested for the project as follows:

##### **Task 1 – Survey**

Asa Engineering will provide an Existing Conditions Survey of a portion of Camp Jordan Park in the areas of ballfields 1-8 and in the stadium soccer field and areas around the soccer field. Existing LiDAR survey data will be utilized, however subsurface drainage infrastructure and subsurface utilities and irrigation lines will need to be field located.

Underground utility assets (manholes, storm drains, etc.) shall include location, invert, pipe diameter & material where visible or located through 811 markings. All other visible utilities and any utility markings by private utility locators shall be recorded. Sidewalks, parking areas, and other built assets shall be recorded. This topographic survey component will be conducted in accordance with the current Tennessee Minimum Standards of Practice as promulgated by the Tennessee State Board of Examiners for Land Surveyors. Assets to be included are Topography (per rule 0820-03.07(2) according to the current Tennessee Minimum Standards of Practice), topographic contour may be derived from a combination of Aerial LiDAR scans and field run shots. All data will be post processed to meet or exceed the National Map Accuracy Standards (NMAS) of a 1-foot equivalent contour interval at 90 percent confidence level. Topographic data may be derived from a combination of Aerial LiDAR scans and field run shots.

All survey data is to be delivered in Tennessee State Plane 4100, USFT. Vertical datum will be delivered in NAVD 88. The survey results shall meet or exceed Category I minimum standards as defined in 0820-03-.05 ACCURACY OF SURVEYS of the Tennessee State Board of Examiners Standard of Practice. The survey will be delivered in AutoCAD (DWG) format.

### **Task 2 – Site Design Services**

1. Asa will provide professional services for development of Construction Documents for site construction. All work outlined below will be performed by, or under the direct supervision of, a Civil Engineer licensed in the State of Tennessee as a Professional Engineer.
  - a. Layout of Site Improvements: Asa will provide the engineering layout and design of the approved site improvements as indicated in the Project Understanding and layout approved by the Client. The site plan will be included with the construction documents.
  - b. Drainage & Stormwater Management: Asa will provide engineering design, layout, and preparation of the site plans for control of stormwater run-off in accordance with the current and applicable stormwater management criteria. This includes the collection and conveyance system design to handle the stormwater run-off from site improvements. It is anticipated that Land disturbance will exceed 1-acre, so a site-specific SWPPP, Notice of Intent (NOI) and TDEC Construction General Permit will be required.
  - c. Construction Erosion Protection and Sediment Control Plans: Asa will furnish erosion prevention and sediment control plans for the site that meets regulatory design standards.
  - d. Grading & Drainage Plan: Asa will provide a grading plan that depicts the finished field elevations and grading design for the site within the limits of disturbance. One-foot contour elevations and relevant proposed spot grades will be provided on the grading plan where necessary to relay the design intent for construction. Drainage improvements correlating to the grading design will be included in the construction plan.
  - e. Site Utility Plan: Asa will provide engineering design and preparation of construction plans for the relocation of any existing utilities that will be impacted by the field improvements. The site utility plan will reference all known existing utilities located per survey and existing as-built documentation and if additional relocation is necessary, it will be denoted on the plan.
  - f. Coordination and Approvals: Asa will provide up to (2) submittals to and/or secure approvals from the Owner. If additional submittals are required, as a result of circumstances outside of our control, work will be performed on an hourly basis in accordance with Asa's 2025 Schedule of Fees.

- g. Landscape Architecture: We understand that Landscape Architecture design services are not required for this project.
  - h. Specifications: Specifications will be referenced in the plans. We understand that a technical specification booklet is not required as a part of this project and that Baseline Sports Construction will be responsible for all plans and specifications for the artificial turf system and drainage collection within the system.
  - i. The construction documents phase of the project includes up to two (2) meetings with the Client and/or stakeholders.
2. Site Construction Documents provided by Asa will include the following:
- a. Site General Notes and Specifications
  - b. Site Plan
  - c. Grading and Drainage plan
  - d. ESPC plan and details
  - e. Site Utility Plan
3. Baseline will provide the plans and details for the artificial turf system.

**FEE PROPOSAL**

Asa proposes the estimated fee terms as described below:

A. Task 1 – Survey Services	\$ 4,500.00	Lump Sum
B. Task 2 – Civil Design and Site Construction Documents	\$ 17,000.00	Lump Sum
C. Task 3 – Construction Contract Administration	\$ 2,500.00	Hourly – Not to Exceed

**PROPOSED SCHEDULE**

Asa will coordinate with Client to establish a project schedule reasonable for both parties. Approximate timeframes for each phase are estimated as follows:

- A. Survey Services                      Complete on, or before, June 1, 2025.
- B. Design Services                      Design and permitting to be complete on, or before, August 15, 2025.

**ASSUMPTIONS & CONDITIONS**

- A. The fee estimate and the schedule provided are valid for 60 days from the date of this submission.
- B. It is understood that Baseline Sports Construction will provide the artificial turf system plan layout in AutoCAD Civil 3D format.
- C. Any services not specifically identified in the scope of services detailed herein are not included in this proposal.

**SERVICES NOT INCLUDED**

Professional services not included in this proposal are as follows:

- A. Permitting Fees
- B. Site Lighting Plan
- C. Geotechnical Investigation Services
- D. Structural design services (buildings, retaining walls, foundations, parking garage, etc.)

- E. Historical or Archaeological Services
- F. Environmental studies or remediation
- G. Site Plan and design of the Artificial Turf System
- H. Materials Testing Services
- I. Offsite design services
- J. Floodplain, Floodway or FEMA Permitting
- K. Construction Inspection Services (outside of Construction Contract Administration)
- L. Irrigation Design

Asa Engineering & Consulting, Inc. appreciates the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact me at [rtranel@asaengineeringinc.com](mailto:rtranel@asaengineeringinc.com) or via phone at 423.805.3700.

Sincerely,

**ASA ENGINEERING & CONSULTING, INC.**



Rachel A. Tranel, P.E., LEED AP  
Director of Civil Engineering

## EXHIBIT A – PROPOSED SURVEY AREA





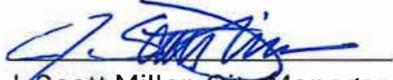


**RESOLUTION NO. 3712**

AGENDA MEMORANDUM  
N MACK SMITH ROADWAY WIDENING PROJECT  
Change Order No. 4 (Drainage)

July 24, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

During the design phase of the N Mack Smith Road project ASA planned on utilizing the existing drainage structure at the northeast corner of Slater and N Mack Smith Road. However, once reconstruction began in that area it became clear that the existing structure was inadequate. The structure was too small to handle the increased flow, and the existing corrugated pipe was in poor condition with visible rot on the bottom portion. Leaving the pipe in place would have risked future failures after roadwork was completed.

As part of regrading efforts on the south side of Slater Road at its intersection with N Mack Smith Road, ASA made the decision to shift the drainage alignment to the extreme north side and install a new storm inlet along the curb line. This would now allow stormwater to sheet flow across Slater Road. A new drainage structure 3'x3'x30" would be installed and connected to a newly constructed storm inlet structure on N Mack Smith Road (approximately 35 feet of PVC 12" pipe). Please see a copy of the diagram noting these changes.

Adams Contracting proposed a change order for the aforementioned work at \$24,862.91. ASA Engineering estimated the cost of the same work at \$14,909.68. Adams would not budge on their cost. Shane Fletcher, ASA, Construction Manager, and I discussed the difference in the figures and concluded that the work should be completed under a forced account in accordance with TDOT specifications. It is our feeling that under a forced account process the actual cost will come in between the \$24,862.91 and \$14,909.68. Therefore, ASA and I are asking for the approval of change order no. 4 in an amount not to exceed \$20,000.

Attachment

JSM/

**RESOLUTION NO. 3712**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER REQUEST NO. 4 FOR THE NORTH MACK SMITH ROAD WIDENING AND IMPROVEMENTS PROJECT FOR THE REALIGNMENT AND CONSTRUCTION OF A DRAINAGE STRUCTURE AT NORTH MACK SMITH ROAD AND SLATER ROAD**

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

**WHEREAS**, during the design phase of the project, ASA Engineering had planned to utilize the existing drainage structure at the northeast corner of North Mack Smith Road and Slater Road; and

**WHEREAS**, upon commencement of reconstruction in that area, it was determined that the existing drainage structure was inadequate and comprised of corrugated pipe in deteriorating condition presenting a risk of future failure; and

**WHEREAS**, as part of the regrading efforts on the south side of Slater Road at its intersection with North Mack Smith Road, ASA Engineering determined that the drainage alignment should be shifted to the extreme north side and a new storm inlet installed along the curb line to allow stormwater to sheet flow across Slater Road; and

**WHEREAS**, Adams Contracting, LLC estimated the cost proposal for this additional work in the amount of \$24,862.91, while ASA Engineering estimated the same work at \$14,909.68; and

**WHEREAS**, a new drainage structure 3'x3'x30" will be installed on Slater Road to be connected to a newly constructed storm inlet structure on North Mack Smith Road; and

**WHEREAS**, after review and discussion between Shane Fletcher, Construction Manager with ASA Engineering, and the City Manager, it was determined that the work should be completed under a forced account basis, in accordance with Tennessee Department of Transportation (TDOT) specifications, with the expectation that final costs will fall between the two estimates; and

**WHEREAS**, ASA Engineering and the City Manager recommend approval of Change Order No. 4 in an amount not to exceed \$20,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that Change Order No. 4 for the North Mack Smith Road Widening and Improvements Project be approved in an amount not to exceed \$20,000.

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

EL. 682.98  
 EL. 678.55 (CB-51)  
 EL. 678.55 (CB-53)  
 EL. 678.06

CB-50  
 #10

CB-53 GT. E  
 #10 OUT.

CB-55 CATCH BASIN WITH KNOCKOUTS - FOLEY  
 CONCRETE PRODUCTS DWG #PB-300  
 NEENAH FRAME AND GRATE R-1878-A5G OR  
 APPROVED EQUAL.  
 GT. EL. 682.30  
 OUT. EL. 679.34

6" VERTICAL CURB  
 BEHIND STRUCTURE  
 34 LF 12" SDR-35 PVC  
 @ S = 0.5% MIN.  
 RE INTO BACK OF STRUCTURE  
 AT ±680.00. (FIELD VERIFY WITH  
 EXISTING CONDITIONS.)

TC: 683.25  
 FG: 683.25

TC: 683.40  
 FG: 682.90

TC: 683.30  
 FG: 682.80

TC: 683.30  
 FG: 682.80

TC: 683.30  
 FG: 682.80

TC: 683.15  
 FL: 682.65

TC: 684.80  
 FG: 684.30

TC: 684.80  
 FG: 684.40

TC: 685.00  
 FG: 685.50

TC: 684.90  
 FG: 684.40

TC: 685.00  
 FG: 684.50

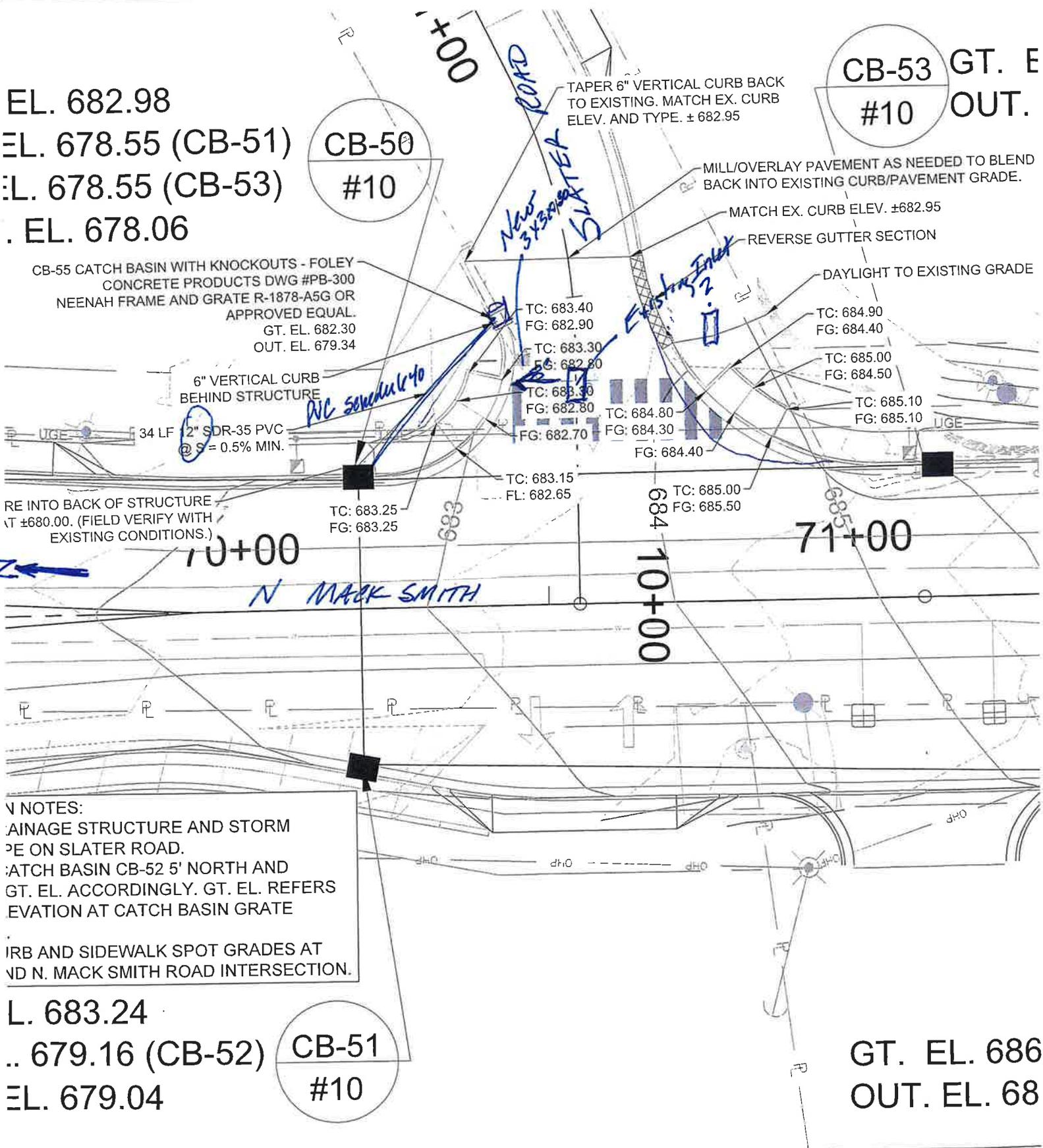
TC: 685.10  
 FG: 685.10

NOTES:  
 DRAINAGE STRUCTURE AND STORM  
 PIPE ON SLATER ROAD.  
 CATCH BASIN CB-52 5' NORTH AND  
 GT. EL. ACCORDINGLY. GT. EL. REFERS  
 ELEVATION AT CATCH BASIN GRATE  
 CURB AND SIDEWALK SPOT GRADES AT  
 END N. MACK SMITH ROAD INTERSECTION.

EL. 683.24  
 EL. 679.16 (CB-52)  
 EL. 679.04

CB-51  
 #10

GT. EL. 686  
 OUT. EL. 68



**ORDINANCE NO. \_\_\_\_\_**

AGENDA MEMORANDUM

Rezone

Date: August 14, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On July 7, 2025, Ms. Aline Defiglia petitioned the East Ridge Planning Commission requesting the rezoning of the property located at 842 South Germantown Road (Tax Map 168D-H-006) from R-1 Residential Single-Family District to C-2 General Commercial District.

Historically, this property has been utilized for various commercial purposes through approvals granted by the East Ridge City Council under the “Use Permitted on Review” provision. Most recently, the Council approved the use of the structure as a medical clinic for Ms. Defiglia’s professional practice.

Ms. Defiglia is now seeking formal rezoning of the property to C-2 to allow for continued and consistent use of the site as a medical clinic.

The East Ridge Planning Commission reviewed the request and recommended approval of the rezoning to the City Council.



**RZON-25-9**

Rezoning Application

Status: Active

Submitted On: 5/30/2025

**Primary Location**

842 S GERMANTOWN RD  
East Ridge, TN 37412

**Applicant**

 Aline Defiglia

**Owner**

Aline Defiglia  
Briar St 4127 Briar St  
CHATTANOOGA, TN 37412

## Applicant Information

**Applicant Name\***

Aline Defiglia

**Applicant Address\***

4127 Briar St. Chattanooga, TN 37412

**Applicant Phone Number(s)\***

**Date of Application\***

05/30/2025

## Property Information

**Property Address\***

842 S. Germantown Rd. Chattanooga TN  
37412

**Tax Parcel Number\***

168D H 006

**Current Property Zoning**

R-1 Residential District

**Requested Zoning\***

C-2 General Commercial District

**Requested Rezone Purpose\***

This property has been used commercially for years via a use on review process. It is currently approved for legal conforming use as a medical office. I would like to update the zoning to accurately reflect its current and historical use, as well as secure the value of the property and qualify for a facade grant.

**Additional Information**

A map showing location of property, all adjacent streets and/or right-of-way, property boundaries , and frontages should be included with this application. Such information is obtainable at <https://gismaps.hamiltontn.gov/>

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

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

**Acknowledgement**

**I hereby certify that the information contained herein is true and accurate to the best of my knowledge.\***



**Signature\***

 Aline Bethea Talmage Defiglia  
May 30, 2025

**Internal**

 **Date\***

 **Planning Commision Rezone from to District\***

—

🔒 Planning Commission Decision\*

—

🔒 Planning Commission Date\*

—

🔒 City Council Decision\*

—

🔒 City Council Date\*

—

🔒 Ordinance Number

🔒 Approved Zoning District

—

🔒 Any Conditions to Follow Rezone?

## Attachments



### Map

Existing Conditions 1.pdf

Uploaded by Aline Defiglia on May 30, 2025 at 3:08 PM

REQUIRED



### Ownership

Buyer Signed Docs.pdf

Uploaded by Aline Defiglia on May 30, 2025 at 3:10 PM

REQUIRED



### Comments

ER Rezone additional comments.docx

Uploaded by Aline Defiglia on May 30, 2025 at 3:26 PM



### 842 S Germantown Rd Zoning.pdf

842 S Germantown Rd Zoning.pdf

Uploaded by Aline Defiglia on May 30, 2025 at 3:27 PM

## Record Activity

Aline Defiglia started a draft Record

03/19/2025 at 4:58 pm

Aline Defiglia added file Existing Conditions 1.pdf	05/30/2025 at 3:08 pm
Aline Defiglia added file Buyer Signed Docs.pdf	05/30/2025 at 3:10 pm
Aline Defiglia added file ER Rezone additional comments.docx	05/30/2025 at 3:26 pm
Aline Defiglia added file 842 S. Germantown Latest Site Plan.pdf	05/30/2025 at 3:26 pm
Aline Defiglia added file Ashara Exterior Render.pdf	05/30/2025 at 3:27 pm
Aline Defiglia added file 842 S Germantown Rd Zoning.pdf	05/30/2025 at 3:27 pm
Aline Defiglia submitted Record RZON-25-9	05/30/2025 at 3:28 pm
OpenGov system altered payment step Application Fee, changed status from Inactive to Active on Record RZON-25-9	05/30/2025 at 3:28 pm
OpenGov system completed payment step Application Fee on Record RZON-25-9	05/30/2025 at 3:30 pm
OpenGov system altered approval step Intake Review, changed status from Inactive to Active on Record RZON-25-9	05/30/2025 at 3:30 pm
OpenGov system assigned approval step Intake Review to Melissa Mahoney on Record RZON-25-9	05/30/2025 at 3:30 pm
Melissa Mahoney approved approval step Intake Review on Record RZON-25-9	06/02/2025 at 8:49 am
OpenGov system altered approval step Planning Commision, changed status from Inactive to Active on Record RZON-25-9	06/02/2025 at 8:49 am
OpenGov system assigned approval step Planning Commision to Michael Howell on Record RZON-25-9	06/02/2025 at 8:49 am
Michael Howell added Record RZON-25-9 to project REZONE From R-1 to C-2	06/19/2025 at 4:24 pm
Aline Defiglia added file Germantown Emergency Fire Plan.pdf to Record RZON-25-9	07/07/2025 at 3:22 pm
Michael Howell approved approval step Planning Commision on Record RZON-25-9	07/08/2025 at 10:23 am
OpenGov system altered approval step City Council, changed status from Inactive to Active on Record RZON-25-9	07/08/2025 at 10:23 am

OpenGov system assigned approval step City Council to Michael Howell on Record RZON-25-9	07/08/2025 at 10:23 am
Aline Defiglia added file 842 Germantown rd East Ridge Resubmittal 07-11-2025.pdf to Record RZON-25-9	07/11/2025 at 3:34 pm
Aline Defiglia added file Field Order EAST RIDGE Response Letter.pdf to Record RZON-25-9	07/11/2025 at 3:35 pm
Michael Howell removed file 842 S. Germantown Latest Site Plan.pdf from Record RZON-25-9 from Record RZON-25-9	07/14/2025 at 10:46 am
Michael Howell removed attachment 842 S. Germantown Latest Site Plan.pdf from Record RZON-25-9	07/14/2025 at 10:46 am
Michael Howell removed file Ashara Exterior Render.pdf from Record RZON-25-9 from Record RZON-25-9	07/14/2025 at 10:46 am
Michael Howell removed attachment Ashara Exterior Render.pdf from Record RZON-25-9	07/14/2025 at 10:46 am
Michael Howell removed file Field Order EAST RIDGE Response Letter.pdf from Record RZON-25-9 from Record RZON-25-9	07/14/2025 at 10:46 am
Michael Howell removed attachment Field Order EAST RIDGE Response Letter.pdf from Record RZON-25-9	07/14/2025 at 10:46 am
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Michael Howell removed attachment 842 Germantown rd East Ridge Resubmittal 07-11-2025.pdf from Record RZON-25-9	07/14/2025 at 10:46 am
Michael Howell removed file Germantown Emergency Fire Plan.pdf from Record RZON-25-9 from Record RZON-25-9	07/14/2025 at 10:46 am
Michael Howell removed attachment Germantown Emergency Fire Plan.pdf from Record RZON-25-9	07/14/2025 at 10:46 am

## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
📄 Application Fee	5/30/2025, 3:28:43 PM	5/30/2025, 3:30:12 PM	Aline Defiglia	-	Completed
✓ Intake Review	5/30/2025, 3:30:13 PM	6/2/2025, 8:49:54 AM	Melissa Mahoney	-	Completed

Label	Activated	Completed	Assignee	Due Date	Status
✓ Planning Commision	6/2/2025, 8:49:54 AM	7/8/2025, 10:23:19 AM	Michael Howell	-	Completed
✓ City Council	7/8/2025, 10:23:20 AM	-	Michael Howell	-	Active
📄 Decision Letter	-	-	-	-	Inactive



<b>CASE NUMBER: 2025-0101</b>		<b>Date Submitted: 5/19/2025</b>			
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>					
<b>1 Applicant Request</b>					
Rezone From: R-1		Rezone To: C-2	Total acres in request area: 0.4		
<b>2 Applicant Requested Conditions</b>		Yes:	No: <b>✓</b>		
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>					
None					
<b>4 Property Information</b>					
Property Address: 842 S Germantown Rd		Property Tax Map Number: 168D-H-006			
<b>5 Proposed Development</b>					
Reason for request/Project description:	To continue use as an office				
<b>6 Site Characteristics</b>					
Current Use:	Vacant medical office under renovation				
Adjacent Uses:	State Farm, Residential				
<b>7 Applicant Information</b>					
Name: Aline Bethea Talmage Defiglia					
Address (street, city, state, zip): 4127 Briar St, Chattanooga, TN 37412					
Primary Contact (if different than applicant information):					
Address (street, city, state, zip):					
Phone:		Email:			
x	← If the Applicants Information is the same as the Property Owners, please check the box to the left.				
<b>8 Property Owner Information</b> Only fill out this section if applicant is <b>not</b> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.					
Name:					
Address (street, city, state, zip):					
Phone:		Email:			
<b>9 Applicant Signature and Consent</b>					
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.					
Signature: See Submitted Application		Date: _____			
<b>Office Use Only:</b>					
<b>Checklist</b>					
x	Application	x	Site Plan	x	Ownership Authorization
x	Property Cards	x	Deeds	x	Plats
x	Application Fee: \$635	Cash	x	Credit	Check
x	Notice signs	Number of notice signs: 1			
Municipality: East Ridge		Planning District: 6		Neighborhood: None	
County Commission District: 8			City Council District: 0		
PC meeting date: East Ridge			Application processed by: Jennifer Ware		
Staff Recommendation:		PC Action/Date:		Legislative Action/Date/Ordinance:	

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

<b>CASE NUMBER:</b> 2025-0101	<b>APPLICANT:</b> Aline Bethea Talmage Defiglia	<b>PROPERTY OWNER:</b> Aline Bethea Talmage Defiglia
<b>PROPERTY ADDRESS:</b> 842 S. Germantown Road	<b>TAX MAP PARCEL ID:</b> 168D-H-006	<b>JURISDICTION:</b> East Ridge
<b>SIZE OF PROPERTY:</b> 0.40 acres	<b>REQUEST:</b> Rezone from R-1 Residential District to C-2 General Commercial District for an office.	

**PROPERTY DESCRIPTION**

<b>EXISTING LAND USE</b> Office	<b>SURROUNDING LAND USES</b> <u>North:</u> Single-Family Residential <u>East:</u> Single-Family Residential <u>South:</u> Office & Single-Family Residential <u>West:</u> Commercial & Single-Family Residential	<b>NATURAL RESOURCES</b> N/A	<b>ACCESS</b> S Germantown Road
------------------------------------	--	---------------------------------	------------------------------------

**ZONING**

<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>There is no recent zoning history for the site.</li> <li>Case 2008-0086 rezoned 841 S Germantown Road (west of site) from C-2 and R-1 to O-1 with a condition of use of existing structure only (Ordinance #841).</li> </ul>		
<b>ZONE DISTRICT COMPATIBILITY</b>	<b>USE</b>	<b>CURRENT R-1 DISTRICT</b>	<b>PROPOSED C-2 DISTRICT</b>
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<b>DEVELOPMENT STANDARDS</b>	<b>CURRENT R-1 DISTRICT</b>	<b>PROPOSED C-2 DISTRICT</b>
	Lot Size	10,000 sf	N/A
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10', 25' when adjoins a residential zone Rear: 10', 25' when adjoins a residential zone
	Building Height	2.5 stories or 35'	No building shall exceed in height the shortest distance from building to nearest boundary of an R-1, R-2, R-3, RZ-1 or RT-1 Residential District

**DISCUSSION OF STAFF RECOMMENDATION**

Yes     No     See Comments

**COMPATIBILITY WITH ADJACENT LAND USES**

The site is surrounded by a mix of uses including single-family residential, office, and commercial. Approving the C-2 District will introduce a zone that allows higher intense land uses such as auto-oriented, funeral homes, and utility substations. The O-1 Office District is a more compatible land use to transition from the commercial uses along Ringgold Rd to the residential uses along S. Germantown Rd.

<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<p><b>COMPATABILITY WITH DEVELOPMENT FORM</b></p> <p>The development form along Ringgold Rd is suburban commercial with 1-2 story commercial buildings and paved parking lots. The form transitions to suburban residential along S. Germantown Rd with 1-2 story single-family dwellings on individual lots with individual driveways.</p>
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<p><b>CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT</b></p> <p>Offices are a permitted use within the C-2 District; however, the approval and/or extension of the C-2 District would eventually allow for the creeping of the higher-intensity commercial zoning along S Germantown Rd.</p> <p>It is recommended that commercial and office zoning be concentrated and clustered around the existing intersections and to not allow commercial and office zoning expansions along S. Germantown Rd. Once commercial and/or office zoning is approved, it would be very difficult to stop the eventual creeping of commercial and office zoning along the entire S. Germantown Rd Corridor.</p>



Emily Wood &lt;ewood@chattanooga.gov&gt;

**Rezone Application for 842 S. Germantown Rd.**

1 message

Sat, May 17, 2025 at 10:20 AM

**Aline Defiglia**

To: Emily Wood &lt;ewood@chattanooga.gov&gt;

Hi Emily,

You and I met virtually a few weeks ago to discuss this property. Since then, I've officially closed (May 13th) and ready to start the rezoning process. The unofficial property tax card has not yet been updated on the tax assessors website so I am attaching supporting documents from the closing. I hope I've included everything you need. Let me know. You can call for payment or I can drop off a check.

Once renovated, this property will have 7 private offices on the top two floors and an open studio space in the walk in basement. The space will be used for medical offices for providers such as mental health professionals, massage therapists, medical prescribers, physical therapy, occupational therapy etc. The studio will be used for workshops, work out space, and community events. Rezoning to C-2 will help secure the value of the property as a commercial space, as well as help me qualify for a facade grant with the city of East Ridge.

Thank you so much!

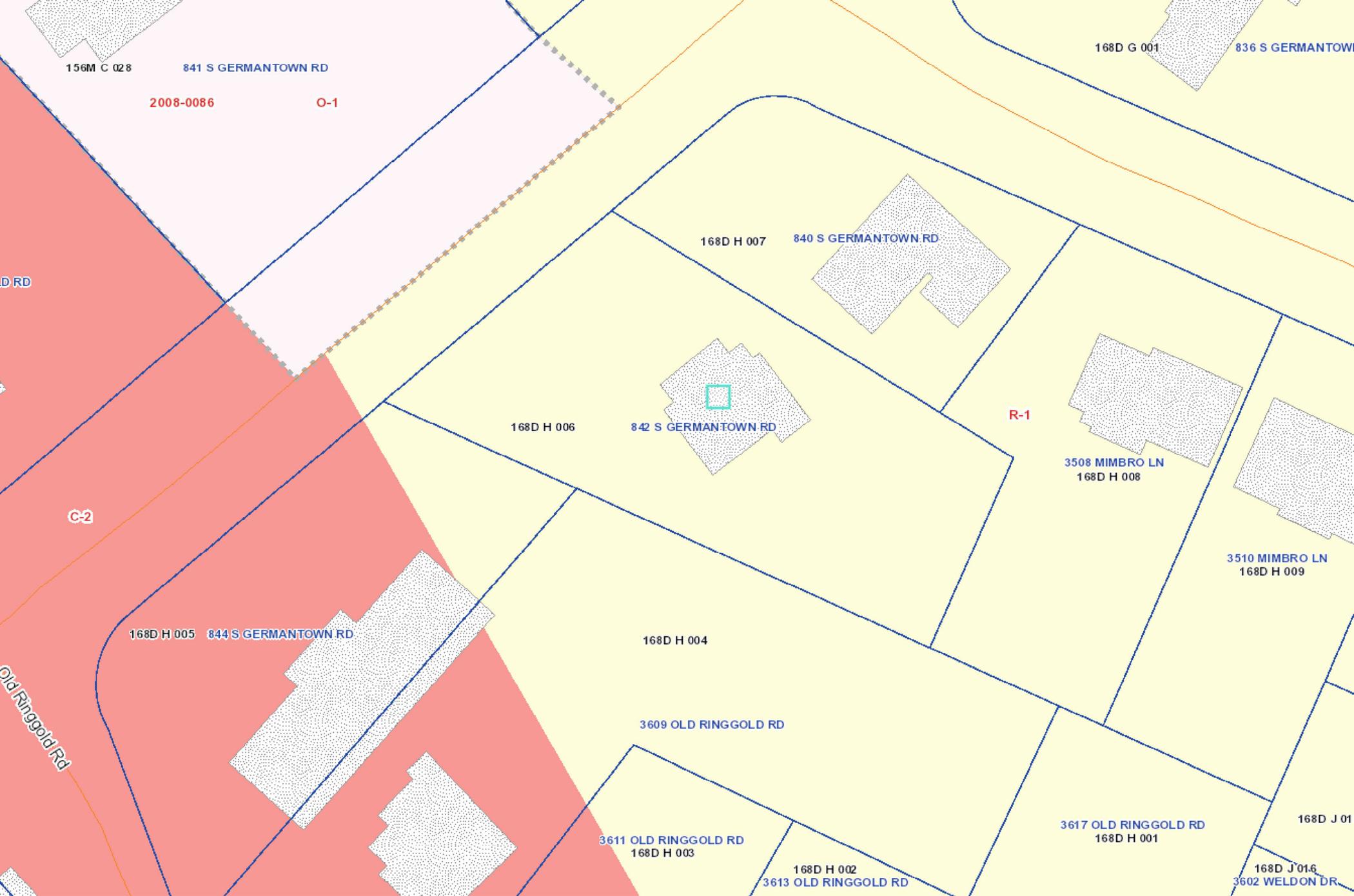
Sincerely,

Aline Defiglia

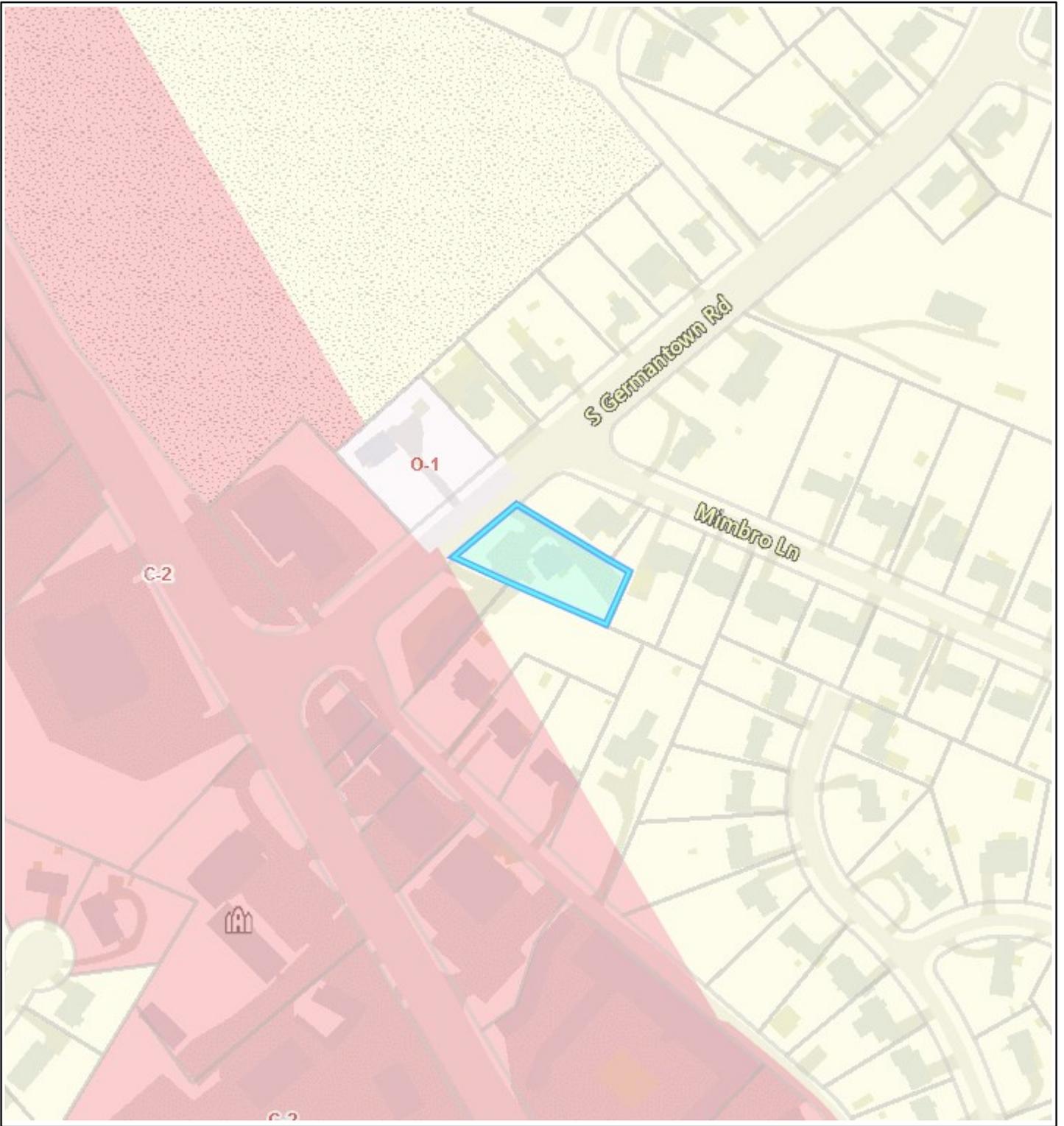
Owner of *Ascend Coaching and Therapy*  
Psychotherapist, Coach, Clinical Hypnotherapist  
773-888-2713 (Text or call)

**10 attachments**

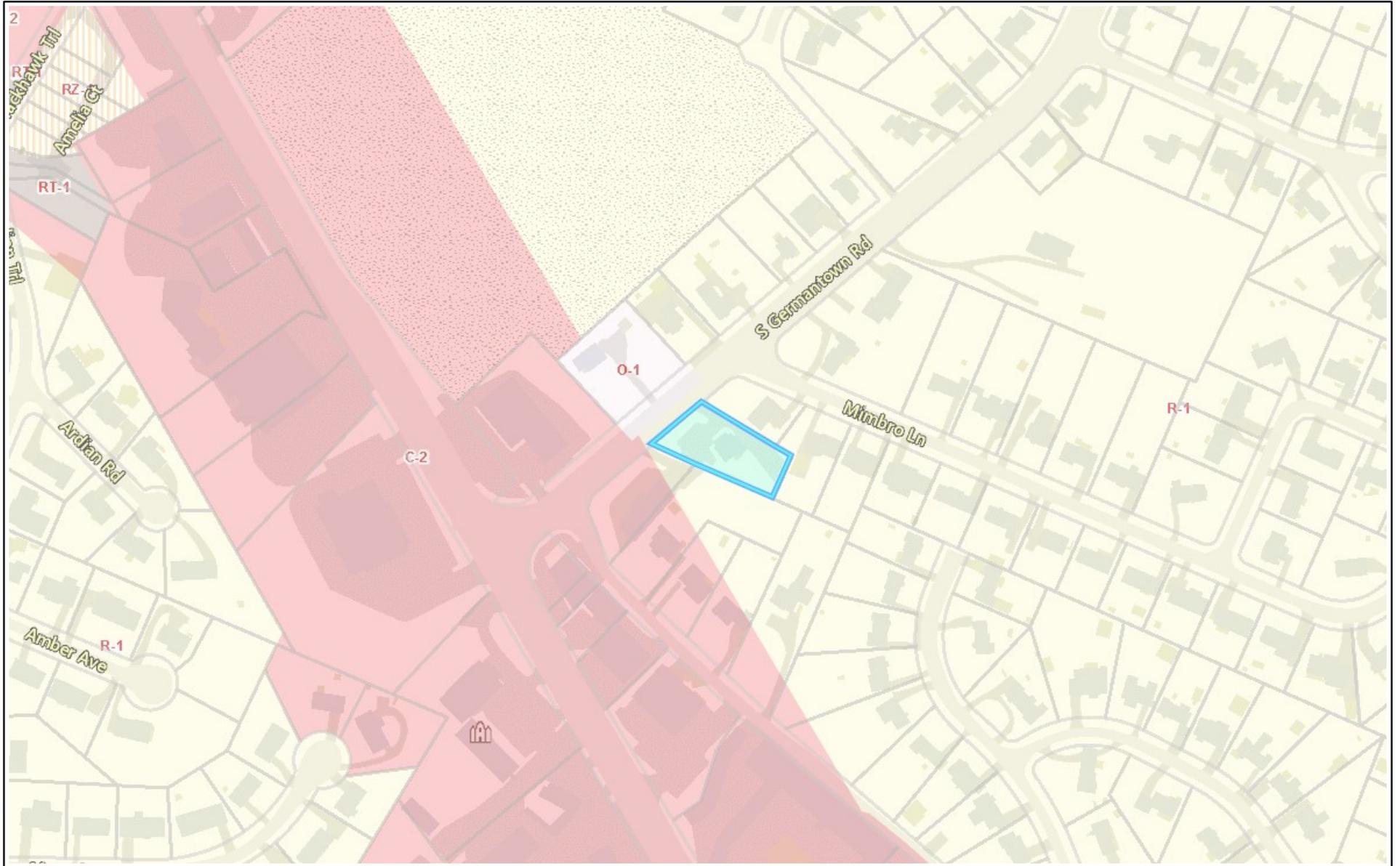
- 842 Germantown rd Site Plan.pdf**  
367K
- 842 S. Germantown Zoning Application Form.pdf**  
657K
- 842 S. Germantown Appraisal.pdf**  
12630K
- 842 S Germantown Rd Zoning.pdf**  
715K
- Deed of Trust May 2025.pdf**  
1341K
- East Lake Deed.pdf**  
131K
- Hamilton County Unofficial Property Card.pdf**  
114K
- Existing Conditions 1.pdf**  
566K
- FEMA Flood Hazard Determination Form.pdf**  
1309K
- Policy of Title Insurance with Land Description.pdf**  
1279K



# 2025-0101 Rezoning from R-1 to C-2



# 2025-0101 Rezoning from R-1 to C-2



# 2025-0101 Rezoning from R-1 to C-2



# 2025-0101 Rezoning from R-1 to C-2



May 30<sup>th</sup>, 2025

To Whom it Concerns,

842 S. Germantown will be utilized as a wellness center/medical office housing practitioners such as physical trainers, mental health therapists, doctors, massage therapists, etc.

Please note that the site plan includes a privacy fence. Deviating from the uploaded document slightly, the fence will actually start around parking space 11 (approximately where the residential home is located), extend around parking space 18 and up the back of the property line about midway. Privacy screening with the residential homes along Ringgold road will be achieved through select landscaping along that property line with trees, bushes, etc., that are listed in the East Ridge landscape manual.

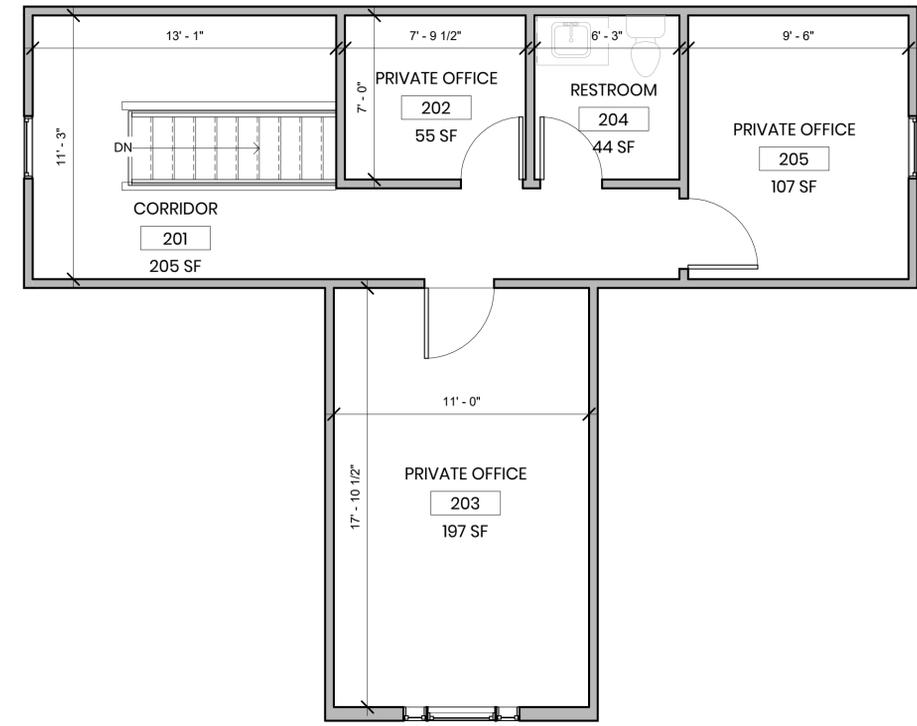
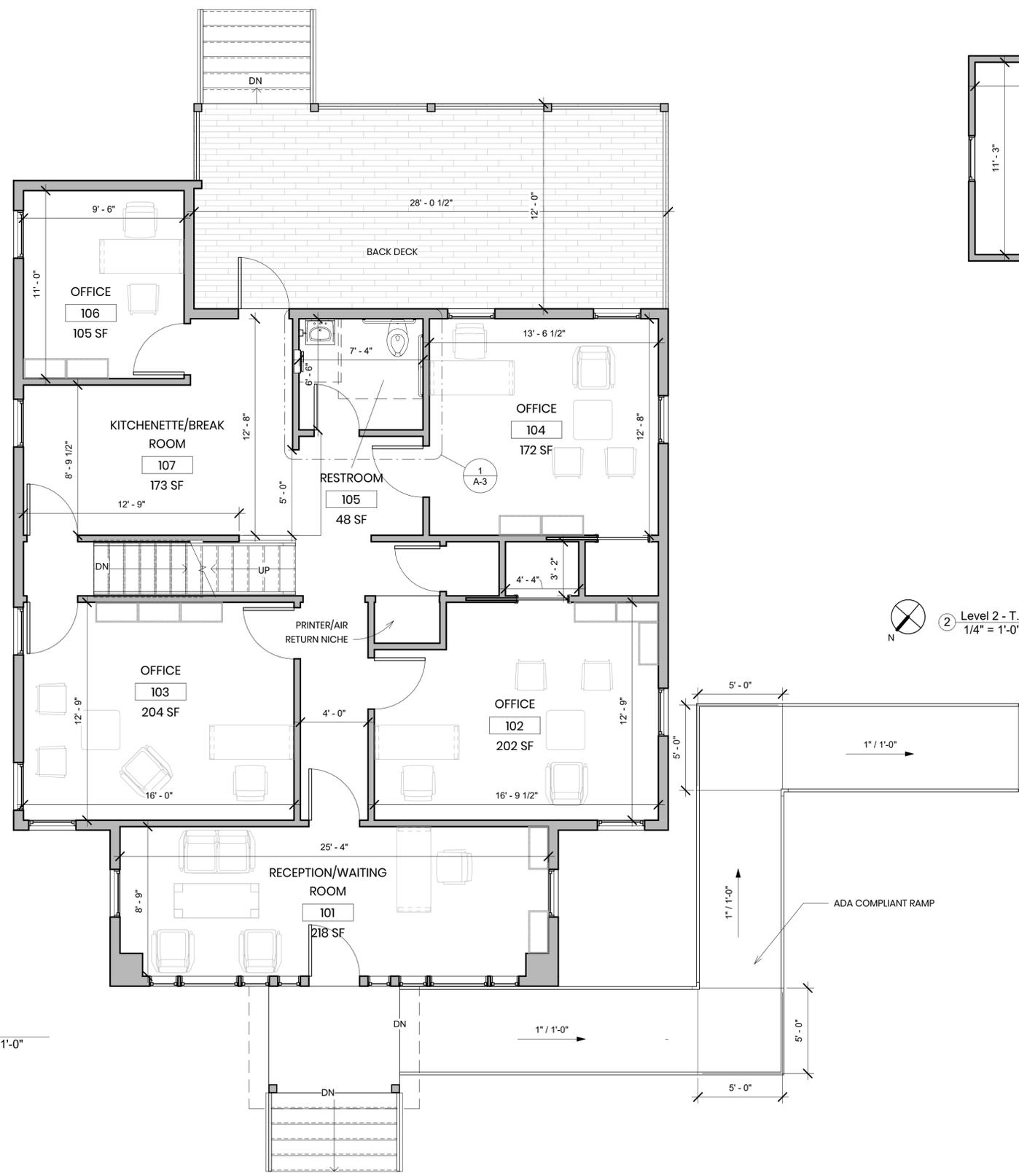
Thank you!

Sincerely,

Aline Defiglia







Revision	Description	Date

Client:  
**Aline Defiglia**

Project Description:  
**842 S Germantown Rd.**

Drawing Description:  
**MAIN LEVEL FLOOR PLAN**

Project Number: 2502  
 Date: 04-21-2025  
 Drawn By: Noah Alexander  
 Checked By: Checker  
 Drawing No.:

**A-1**





## Mike Howell

---

**From:** Aline Defiglia  
**Sent:** Tuesday, July 8, 2025 9:59 AM  
**To:** Mike Howell  
**Subject:** Re: Request to Proceed with Rezoning Application – 842 S Germantown Rd .

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

Hi Michael,

Thank you! I'm so glad that it got approved to move forward last night. Yes, I would like to include my rezoning application on an upcoming city council meeting.

I got your response about the occupancy. I had to google the terms you used (net, gross, etc) but I think I understand. :) Are there any other recommendations or suggestions I need to work on and submit to you guys? I uploaded the fire safety plan per my discussion with Brian Dean and I am working on a landscape buffer plan with a landscape plan with a local landscape architect.

Thank you so much fo your support and assistance!

Aline

On Tue, Jul 8, 2025 at 8:22 AM Mike Howell <[mhowell@eastridgetn.gov](mailto:mhowell@eastridgetn.gov)> wrote:

Good morning, Aline,

The East Ridge Planning Commission has recommended approval of the rezoning for the parcel located at 842 S. Germantown Rd. If you would like your rezoning application included on the agenda for an upcoming City Council meeting, please confirm your request to proceed via email or in writing within ninety (90) days of the Planning Commission's action.

Once the application is forwarded to the East Ridge City Council for review, it will undergo two (2) readings, with one being a public hearing. If the application is denied during the first reading, it will not be considered for a second reading. However, if the application is approved in both readings, the parcel will be officially rezoned.

Thank you!



# City of East Ridge

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

Department of Building and Codes

---

DATE: July 1, 2025  
TO: Planning Commission Members  
FROM: Building and Codes Department  
SUBJECT: Rezone

---

Applicant: Aline Defiglia

Location: 842 S Germantown Road, Tax Map 168D-H-006

Consider Aline Defiglia's request to rezone 842 S Germantown Road from Single Family Residential R-1 to C-2 General Commercial District for the use of a medical clinic.

The site is surrounded by a mix of uses, including single-family residential, office, and commercial. The development form along Ringgold Rd is suburban commercial with 1-2 story commercial buildings and paved parking lots. The form transitions to suburban residential along S. Germantown Rd with 1-2 story single-family dwellings on individual lots with individual driveways.

The adjacent parcel at 841 S. Germantown Road was rezoned in 2008 from C-2 and R-1 to O-1 (Office District) with specific conditions (Ordinance #841). This site has not seen any recent changes in zoning; however, it has been used for commercial operations approved by the city council through use reviews. These operations have included TLC (Talk Listen Communicate), a Montessori school, and most recently, approval of use as a medical clinic for Ms. Defiglia's practice.

---

**Brian Williams**  
Mayor

**David Tyler**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Andrea Witt**  
Councilmember

**Jeff Ezell**  
Councilmember

**J. Scott Miller**  
City Manager

Compatibility Challenges are as follows:

1. **Prior Commercial Use Recognition:** Established Commercial Functionality. The subject property has historically functioned as an office and has received two prior City Council-approved use-on-review approvals for commercial activity. The applicant is not seeking to change the building or intensity of use but is looking to formalize an existing, long-standing commercial presence. The request could be viewed as corrective zoning to align zoning with the actual, legally allowed use.
2. **Zoning Transition:** To the west and south, there are existing office and commercial uses, including a 2008 rezoning of the adjacent property (841 S. Germantown Rd) to O-1 Office District. The parcel south of the site is split-zoned C-2 and R-1; if fully rezoned in the future, it would place C-2 zoning adjacent to this parcel, enhancing compatibility.
3. **Land Use Flexibility:** The stretch of S. Germantown Road near Ringgold Road transitions into a mixed-use corridor, blending residential and office/commercial functions. Formalizing this commercial use via rezoning may better reflect the current and emerging development pattern. The current use (office) is low intensity, generates minimal traffic, and has no known nuisance issues.

As outlined in the RPA staff report, rezoning to O-1 (Office District) could provide the necessary legal framework for the existing office use while maintaining a suitable buffer between commercial and residential areas. The broader C-2 designation allows for commercial activities that could potentially harm the character and safety of the surrounding neighborhood; however, conditions can be placed on the rezoning allowing office use only within the C-2 zone and buffer requirements.

ORDINANCE NO. \_\_\_\_\_

AGENDA MEMORANDUM

Rezone

Date: August 14, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On July 7, 2025, Mr. Wayne Williams with Workshop Architecture petitioned the East Ridge Planning Commission requesting the rezoning of the property located at 1171 South Seminole Drive (Tax Map #168C F 026) from R-1 Residential Single-Family District to RZ-1 Zero Lot Line Residential District.

The purpose of this rezone is to enable the construction of two single-family dwellings by utilizing the RZ-1 requirements, which allow for reduced lot size and road frontage.

The East Ridge Planning Commission reviewed this request, resulting in a split decision: two members voted in favor, while two members voted against.



### RZON-25-8

Rezone Application

Status: Active

Submitted On: 5/19/2025

### Primary Location

1171 S SEMINOLE DR  
East Ridge, TN 37412

### Owner

Bryce Goldsen  
Reef Lane NE 2358 Leland, NC  
28451

### Applicant

Wayne Williams  
 423-653-6971  
 wayne@workshoparch.net  
 1420 McCallie Avenue  
Chattanooga, TN 37404

## Applicant Information

**Applicant Name\***

Wayne Williams

**Applicant Address\***

1420 McCallie Avenue

**Applicant Phone Number(s)\***

423-653-6971

**Date of Application\***

05/19/2025

## Property Information

**Property Address\***

1171 South Seminole Drive

**Tax Parcel Number\***

168C-F-026

**Current Property Zoning**

R-1 Residential District

**Requested Zoning\***

RZ-1 Zero Lot Line Residential District

**Requested Rezone Purpose\***

Intent is to demolish the existing structure in poor condition and build 2 single family homes of approximately 1200 SF each.

## Additional Information

A map showing location of property, all adjacent streets and/or right-of-way, property boundaries , and frontages should be included with this application. Such information is obtainable at <https://gismaps.hamiltontn.gov/>

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

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

---

## Acknowledgement

I hereby certify that the information contained herein is true and accurate to the best of my knowledge.\*



Signature\*

 Thomas Wayne Williams Jr  
May 19, 2025

---

## Internal

 Date\*

—

 Planning Commission Rezone from to District\*

 Planning Commission Decision\*

—

 Planning Commission Date\*

—

 City Council Decision\*

—

 City Council Date\*

—

🔒 Ordinance Number

🔒 Approved Zoning District

🔒 Any Conditions to Follow Rezone?

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## Attachments

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	<b>Map</b> Rezone Application (1).pdf Uploaded by Wayne Williams on May 19, 2025 at 11:13 AM	<b>REQUIRED</b>
	<b>Ownership</b> Rezone Application (1).pdf Uploaded by Wayne Williams on May 19, 2025 at 11:13 AM	<b>REQUIRED</b>
	<b>1171 S Seminole - Rezone move forward to city council</b> 1171 S Seminole - Rezone move forward to city council.pdf Uploaded by Michael Howell on Jul 14, 2025 at 8:57 AM	

---

## Record Activity

Wayne Williams started a draft Record	05/19/2025 at 11:07 am
Wayne Williams added file Rezone Application (1).pdf	05/19/2025 at 11:13 am
Wayne Williams added file Rezone Application (1).pdf	05/19/2025 at 11:13 am
Wayne Williams submitted Record RZON-25-8	05/19/2025 at 11:14 am
OpenGov system altered payment step Application Fee, changed status from Inactive to Active on Record RZON-25-8	05/19/2025 at 11:14 am
OpenGov system completed payment step Application Fee on Record RZON-25-8	05/19/2025 at 11:16 am

OpenGov system altered approval step Intake Review, changed status from Inactive to Active on Record RZON-25-8	05/19/2025 at 11:16 am
OpenGov system assigned approval step Intake Review to Melissa Mahoney on Record RZON-25-8	05/19/2025 at 11:16 am
Melissa Mahoney reassigned approval step Intake Review from Melissa Mahoney to Michael Howell on Record RZON-25-8	05/19/2025 at 11:22 am
Wayne Williams added Record RZON-25-8 to project Rezone	05/22/2025 at 10:03 am
Michael Howell approved approval step Intake Review on Record RZON-25-8	07/08/2025 at 10:24 am
OpenGov system altered approval step Planning Commision, changed status from Inactive to Active on Record RZON-25-8	07/08/2025 at 10:24 am
OpenGov system assigned approval step Planning Commision to Michael Howell on Record RZON-25-8	07/08/2025 at 10:24 am
Michael Howell added file 1171 S Seminole - Rezone move forward to city council.pdf to Record RZON-25-8	07/14/2025 at 8:57 am

## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Application Fee	5/19/2025, 11:14:06 AM	5/19/2025, 11:16:33 AM	Wayne Williams	-	Completed
 Intake Review	5/19/2025, 11:16:33 AM	7/8/2025, 10:24:32 AM	Michael Howell	-	Completed
 Planning Commision	7/8/2025, 10:24:32 AM	-	Michael Howell	-	Active
 City Council	-	-	-	-	Inactive
 Decision Letter	-	-	-	-	Inactive

(1) Download and fill out this form.

(2) Sign the application digitally (or print, sign, and scan).

(3) Either print the completed form and bring it to the Development Resource Center OR email it to rezoningapplications@chattanooga.gov



# APPLICATION

### ZONING

- Rezoning
- Lift/Amend Conditions

### SPECIAL PERMIT

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

Applicant Name THOMAS WAYNE WILLIAMS

Affiliation ARCHITECT

Case Number

Date Filed

PC Meeting Date

## CORRESPONDENCE

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

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

Name Wayne Williams

Company WORKSHOP ARCHITECTURE

Address 1420 McCullie Ave, Chattanooga, TN 37404

Phone 423.653.6971 Email WAYNE@WORKSHOPARCH.NET

## CURRENT PROPERTY INFO

Property Owner Name (if different) Bryce Crowder

Property Owner Address LELAND, NC

Property Owner Phone

Requested Property Address 1141 SOUTH SEMINOLE DR. EAST RIDGE, TN 37412

Property Tax Map No.

Total Acres in Request Area 1680 - F\_0200 .317 AC.

## COMMUNITY ENGAGEMENT

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

**ZONING REQUEST**

Zoning Change

R-1  
Current Zone:

RE-1  
Proposed Zone:

Proposed Conditions

List (use separate document if necessary)

Septic  Sewer  Decentralized Sewer System

Reason for Zone Change

(use separate document if necessary)

RESIDENTIAL

2

.317 AC

Current Land Use

Proposed # of Units

Total Acreage

**LIFT/AMEND COND.**

Lift Conditions

List Condition # (include separate document if necessary)

Amend Conditions

List Condition # (include separate document if necessary)

Ordinance & Case Number #

Reason for Lift/Amend Conditions Request

Total Acreage

**SPECIAL PERMIT**

New PUD

PUD Amendment

PUD Abandonment

Special Permit

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

Proposed Conditions

List (use separate document if necessary)

Septic  Sewer  Decentralized Sewer System

Reason for Request

(use separate document if necessary)

Current Land Use

Proposed # of Units

Total Acreage

**AUTHORIZATION**

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

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

*Ther Williams*

Applicant Signature

THOMAS WILLIAMS

Please Print

5/14/25

Date

423-653-6971

Phone Number

WAYNE@WORKSHOPARCH.NET

Email

*Bryce Goldsen*

Property Owner Signature

Bryce Goldsen

Print

05/16/2025

Date

Property Owner Signature

Print

Date

Property Owner Signature

Print

Date

Property Owner Signature

Print

Date

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

**STAFF USE ONLY**

**CHECKLIST**

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

Municipality:    Planning District:    Neighborhood:

City Council District:    County Commission District:    Other District:

Application Processed By:    Staff Recommendation:    PC Action/Date:

Legislative Action/Date/Ordinance:



# APPLICATION TO REZONE PROPERTY PROPERTY OWNER AUTHORIZATION

(Filled in by RPA) Case #: \_\_\_\_\_

### PROPERTY OWNER INFORMATION

Name: Bryce Goldsen  
Mailing Address: 2558 REEF LAKE NE, WELAND NC 28451  
Subject Property Address: 1171 SOUTH SEMINOLE DRIVE, EAST RIDGE

### AUTHORIZATION

I/We hereby authorize the applicant named below to act as the applicant in the pursuit of a rezoning, special permit, or mandatory referral on the property identified as the subject property above.

Name of Applicant/Agent: THOMAS WAYNE WILLIAMS

Applicant's Address: 1420 McALLIE AVE., CHATTANOOGA

Applicant's Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

423.653.6971

WAYNE@WORKSHEPARCH.NET

### ACKNOWLEDGEMENT (Please Initial the following applicable box)

#### For Properties Located in the City of Chattanooga

I/We as the property owner acknowledge and understand that if my petition for rezoning, special permit, or mandatory referral is denied by the City of Chattanooga City Council that for a period of **nine (9) months** following the denial there shall not be accepted any new petition involving the same property or any part thereof.

#### For Properties Located in Unincorporated Hamilton County

I/We as the property owner acknowledge and understand that if my petition for rezoning, special permit, or mandatory referral is denied by the Hamilton County Commission that for a period of **twelve (12) months** following the denial there shall not be accepted any new petition involving the same property or any part thereof.

Signature of Property Owner(s): Bryce Goldsen

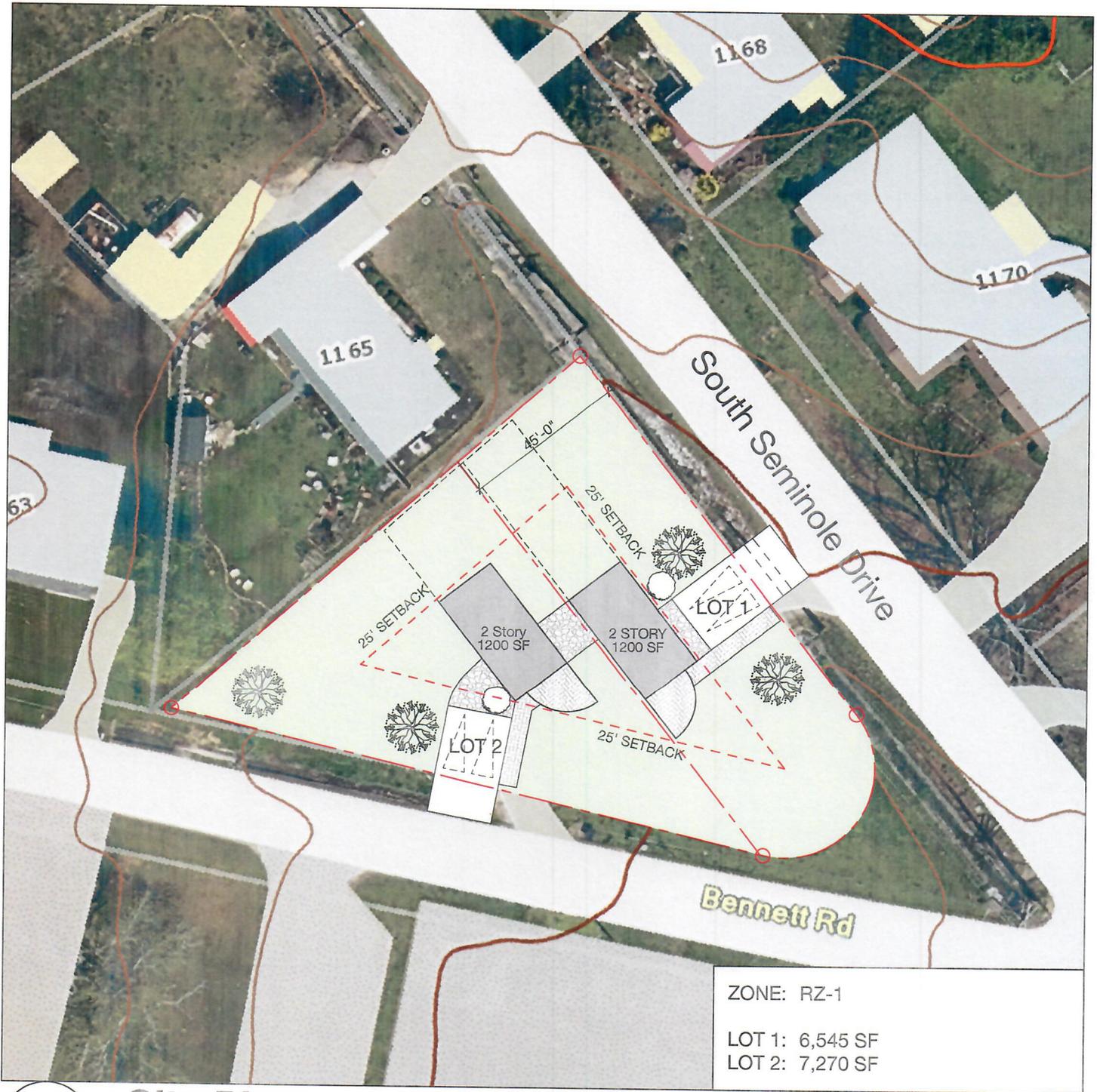
Print Name of Owner(s): Bryce Goldsen

Date: 05/16/2025

# Proposed Zoning

1171 South Seminole Drive, East Ridge, Tennessee  
project number: 25008  
issue date: May 14, 2025

## 001 : Proposed Site Plan

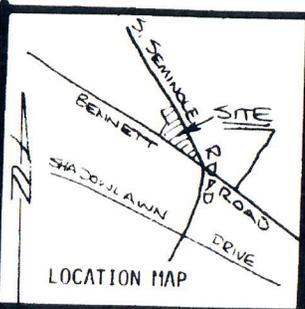


1

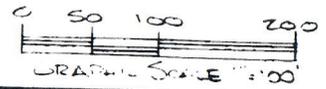
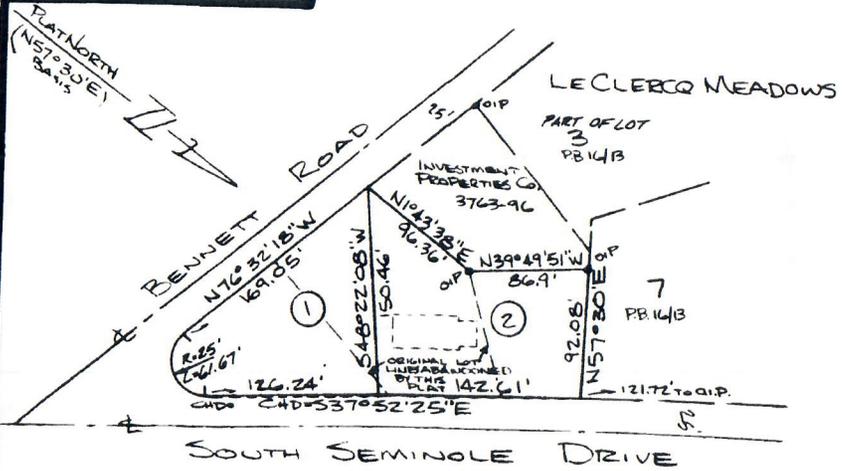
### Site Plan

SCALE: 1" = 40'





- GENERAL NOTES:
1. 0.68 Acres subdivided by this plat.
  2. Present zoning is R-1
  3. ROHC: 3221-453
  4. Water Source; TENN. AMERICAN WATER CO
  5. This plat has been developed according to the subdivision design standards of the CITY OF EAST RIDGE Subdivision Regulations
  6. Purpose of Plat: To show CORRECTED LOT LINES FOR LOTS 1 & 2 AS SHOWN.
  7. SEWERS ARE AVAILABLE.



45-251

APPROVED FOR RECORDING  
 CHATTAHOOGA HAMILTON CO. HEALTH DEPT.  
 DATE 2/12/92  
 BY [Signature]  
 CITY OF EAST RIDGE  
 DATE 2-13-92  
 BY [Signature]  
 CHATTANOOGA HAMILTON CO.  
 REGIONAL PLANNING COMM.  
 DATE 2-13-92  
 BY [Signature]

State of Tennessee  
 County of Hamilton  
 Plat filed in Register's  
 Office on FEB 13 1992  
 Recorded in Plat Book  
 No. 45 Page 251  
 SARAH P. DeFRIESE, REGISTER  
 [Signature] Dep

CORRECTIVE PLAT  
LE CLERCQ MEADOWS  
 LOTS 1 & 2

EAST RIDGE, HAMILTON CO., TENNESSEE  
 I, the undersigned, do hereby adopt this plat as my plan of subdivision and certify that I am the owner of the property shown hereon in Fee Simple.

[Signature]  
 WAYNE HOLMES  
 P.O. #9038  
 EAST RIDGE, TENN. 37412

I, hereby certify that I have surveyed the property shown hereon that this survey is correct to the best of my knowledge and belief and that it is a Class A survey and that the ratio of percision of the unadjusted survey is 1:10000+ as shown hereon.

[Signature]  
 DAVID MATHEWS SURVEYING R.L.S. #747 Date: JAN 31, 1992  
 4712 Hixson Pike 615-870-4208 Scale: 1"=100'  
 Hixson, Tennessee 37343

# Hamilton County, Tennessee

## Unofficial Property Card

<b>Location</b> 1171 S SEMINOLE DR	<b>Property Account Number</b> 108556	<b>Parcel ID</b> 168C F 026
<b>Property Type</b> 22	<b>Land Use</b> 111	<b>District</b> EAST RIDGE

### Current Property Mailing Address

Owner **GOLDSSEN BRYCE ET AL**

City **LELAND**

Address **2358 REEF LN NE**

State **NC**

Zip **28451**

### Current Property Sales Information

Sale Date **12/5/2024**

Legal Reference **13783 0438**

Sale Price **\$150,000**

Grantor(Seller) **RUSSELL CURTIS**

### Current Property Assessment

Building Value **\$102,500**

Xtra Features Value **\$0**

Land Value **\$50,000**

Total Value **\$152,500**

Assessed Value **\$38,125**

### Narrative Description

This property is classified as **RESIDENTIAL** with a(n) **Single - Family Residence** style structure on this card, built about **1950** with **800** square feet.

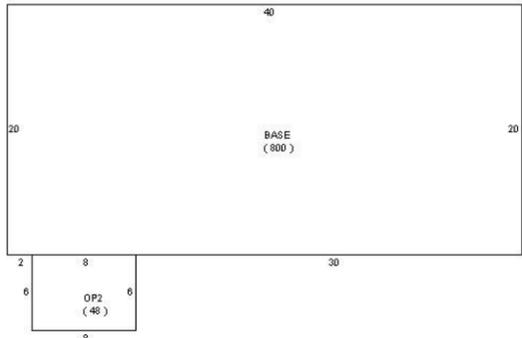
### Land Description

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

### Legal Description

LT 1 REV LECLERCQ MEADOWS PB 16 PG 13 REV 45-251

### Property Images



Book/Page: **GI 13783 / 438**

Instrument: 2024120900226

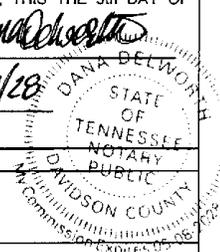
3 Page WARRANTY DEED Value of \$150000.00  
Recorded by JMS on 12/9/2024 at 2:58 PM

Deed Recording Fee	\$15.00
Data Processing Fee	\$2.00
eFile Fee	\$2.00
Probate Fee	\$1.00
Conveyance Tax	\$555.00
<b>TOTAL FEES</b>	<b>\$575.00</b>

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

**Marc Gravitt**

<b>WARRANTY DEED</b>	STATE OF TENNESSEE COUNTY OF HAMILTON <b>DAVIDSON</b>	
	THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS <del>\$465,000.00</del> <b>\$150,000.00</b>	
	 Affiant SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 5th DAY OF DECEMBER, 2024.	
	Notary Public <b>DANA BELWORTH</b> <b>5/10/28</b> MY COMMISSION EXPIRES: _____ (AFFIX SEAL)	
JM-CR-24-1171	<b>THIS INSTRUMENT WAS PREPARED BY</b>	
Rudy Title and Escrow, LLC 2012 21st Avenue South Nashville, TN 37212		
ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP / PARCEL NUMBER (S)
<b>Bryce Goldsen Jordan Locascio Mark Silverman</b>	<b>SAME AS NEW OWNER</b>	
(NAME)	(NAME)	<b>168C F 026</b>
<b>2358 Reef Ln NE</b>		
(ADDRESS)	(ADDRESS)	
<b>Leland, NC 28451</b>		
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	



For and in consideration of the sum of TEN DOLLARS, cash in hand, paid by the hereinafter named Grantee(s), and other good and valuable consideration, the receipt of which is hereby acknowledged, **CURTIS RUSSELL, UNMARRIED**, hereinafter called the Grantor(s), has/have bargained and sold, and by these presents do/does transfer and convey unto **BRYCE GOLDSSEN, UNMARRIED AND JORDAN LOCASCIO, UNMARRIED AND MARK SILVERMAN, UNMARRIED**, hereinafter called the Grantee(s), his/her/its/their heirs, successors and assigns, that certain tract or parcel of land in **HAMILTON COUNTY, STATE OF TENNESSEE**, described as follows, to wit:

Land in Hamilton County, Tennessee, being Lot One (1), Corrective Plat Le Clercq Meadows, as shown by plat of record in Plat Book 45, Page 241, Register's Office of Hamilton County, Tennessee, to which reference is hereby made for a more complete description.

Being the same property conveyed to Curtis Russell by Quitclaim Deed from Melinda Russell, unmarried, dated March 10, 2021 and recorded March 22, 2021 in Book 12409, Page 341, Register's Office of Hamilton County, Tennessee.

This conveyance is subject to:

- Taxes for the year 2025 and subsequent years.
- Plan of record in Plat Book 45, Page 251 and Plat Book 16, Page 13, Register's Office for Hamilton County, Tennessee.
- Restrictions of record in Book O Vol. 25, Page 511 and Book 821, Page 685, in the Register's Office for Hamilton County, Tennessee.
- Easement to Bellsouth in Book 5388, Page 724, Register's Office of Hamilton County, Tennessee.
- Conditions of master deed regarding subdivisions in Book 2116, Page 186, said Register's Office.
- Any and all existing easements and restrictions as shown of record not stated herein

This is improved property known as: **1171 S Seminole Dr, Chattanooga, Tennessee 37412.**

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE(S), their heirs and assigns forever; and we do covenant with the said GRANTEE(S) that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEE(S), their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my/our hand(s) this the 5th DAY OF DECEMBER, 2024.

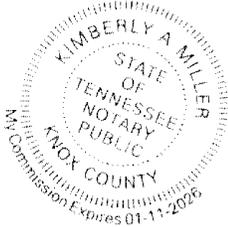
Curtis Russell  
Curtis Russell

STATE OF TENNESSEE  
COUNTY OF HAMILTON Knox kam

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CURTIS RUSSELL, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal, this the 5th of December, 2024.

K. O. Adams  
Notary Public  
My Commission Expires: 1/1/26  
(SEAL)



**RETURN TO:**  
Rudy Title and Escrow, LLC  
2012 21st Avenue South  
Nashville, TN 37212

Certificate of Authenticity

I, John Gleaves do hereby make oath that I am 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 DECEMBER 5, 2024.



\_\_\_\_\_  
Affiant Signature

December 9, 2024  
Date

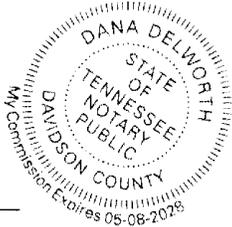
State of TENNESSEE  
County of DAVIDSON

Sworn to and subscribed before me this 9<sup>th</sup> day of DECEMBER, 2024.



\_\_\_\_\_  
Notary's Signature

My Commission Expires: 5/8/28  
Date



Notary's Seal (if on paper)



<b>CASE NUMBER: 2025-0100</b>		<b>Date Submitted: 05/19/2025</b>	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
<b>1 Applicant Request</b>			
Rezoned From: R-1		Rezoned To: RZ-1	Total acres in request area: 0.317
<b>2 Applicant Requested Conditions</b>		Yes:	No: <input checked="" type="checkbox"/>
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>			
None			
<b>4 Property Information</b>			
Property Address: 1171 South Seminole Dr		Property Tax Map Number: 168C-F-026	
<b>5 Proposed Development</b>			
Reason for request/Project description:	2 Single Family Homes		
<b>6 Site Characteristics</b>			
Current Use:	One single family rental home		
Adjacent Uses:	residential		
<b>7 Applicant Information</b>			
Name: Wayne Williams with Workshop Architecture			
Address (street, city, state, zip): 1420 McCallie Ave, Chattanooga, TN 37404			
Phone: 423-653-6971		Email: wayne@workshoparch.net	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
<b>8 Property Owner Information</b> Only fill out this section if applicant is <b>not</b> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: Bryce Goldsen			
Address (street, city, state, zip): 2358 Reef Ln NE, Leland, NC 28451			
Phone: 206-714-7210		Email: bryceg@advancecre.com	
<b>9 Applicant Signature and Consent</b>			
<p>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.</p>			
Signature: See Submitted Application _____		Date: _____	
<b>Office Use Only:</b>			
<b>Checklist</b>			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<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:	
Staff Recommendation:	PC Action/Date:	Legislative Action/Date/Ordinance:	

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

<b>CASE NUMBER:</b> 2025-0100	<b>APPLICANT:</b> Wayne Williams with Workshop Architecture	<b>PROPERTY OWNER:</b> Bryce Goldsen
<b>PROPERTY ADDRESS:</b> 1171 South Seminole Drive	<b>TAX MAP PARCEL ID:</b> 168C-F-026	<b>JURISDICTION:</b> East Ridge
<b>SIZE OF PROPERTY:</b> 0.31 acres	<b>REQUEST:</b> Rezone from R-1 Residential District to RZ-1 Zero Lot Line Residential District to construct two single-family dwellings.	

**PROPERTY DESCRIPTION**

<b>EXISTING LAND USE</b> Single-Family Dwelling	<b>SURROUNDING LAND USES</b> <u>North:</u> Single-Family Dwelling <u>East:</u> Single-Family Dwelling <u>South:</u> Institutional <u>West:</u> Single-Family Dwelling & Institutional		<b>ACCESS</b> Bennett Road & S Seminole Drive
<b>TRANSPORTATION</b> Bennett Road & S Seminole Drive are local roads.	<b>PROPOSED RESIDENTIAL DENSITY</b> 6.45 du/ac (2 lots)	<b>ADJACENT RESIDENTIAL DENSITY</b> 3 du/ac for the dwellings north of the site.	<b>NATURAL RESOURCES</b> N/A

**ZONING**

<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>• There is no recent zoning history for the site.</li> <li>• There is no RZ-1 zoned property near the site.</li> </ul>
-----------------------	---

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 DISTRICT	PROPOSED RZ-1 DISTRICT
	Single-Family Residential		<input checked="" type="checkbox"/>
Zero Lot Line Residential		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Multi-Family Residential		<input type="checkbox"/>	<input type="checkbox"/>
Institutional		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 DISTRICT	PROPOSED RZ-1 DISTRICT
Lot Size		10,000 sf	2,625 sf
Lot Frontage		75'	35'
Setbacks		Front: 25'	Front: 25'
		Side: 10'	Side: 25'
		Rear: 25'	Rear: 25'
Building Height		2.5 stories or 35'	2.5 stories or 35'

**DISCUSSION OF STAFF RECOMMENDATION**

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<b>COMPATIBILITY WITH ADJACENT LAND USES</b> The site is surrounded by single-family detached dwellings.
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<b>COMPATABILITY WITH DEVELOPMENT FORM</b> Approving the RZ-1 District at this location will introduce a smaller lot development form into the area. The average lot widths are 70' and greater, and the average lot sizes are 10,000 sf and greater.
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> See Comments	<b>CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT</b> Approving the RZ-1 District at this location will set a precedent for future requests because there are no other smaller lot zoned properties near the site.



Emily Wood <ewood@chattanooga.gov>

---

**Rezoning Application for 1171 South Seminole Drive, East Ridge**

---

Wayne Williams <wayne@workshoparch.net>  
To: Rezoning Applications <rezoningapplications@chattanooga.gov>  
Cc: Shane Lichterman Bryce Goldsen

Sun, May 18, 2025 at 3:22 PM

Hello,

Please find application for rezoning 1171 South Seminole Drive from R-1 to RZ-1. The intent is to construct two single family houses in lieu of the existing single family rental property.

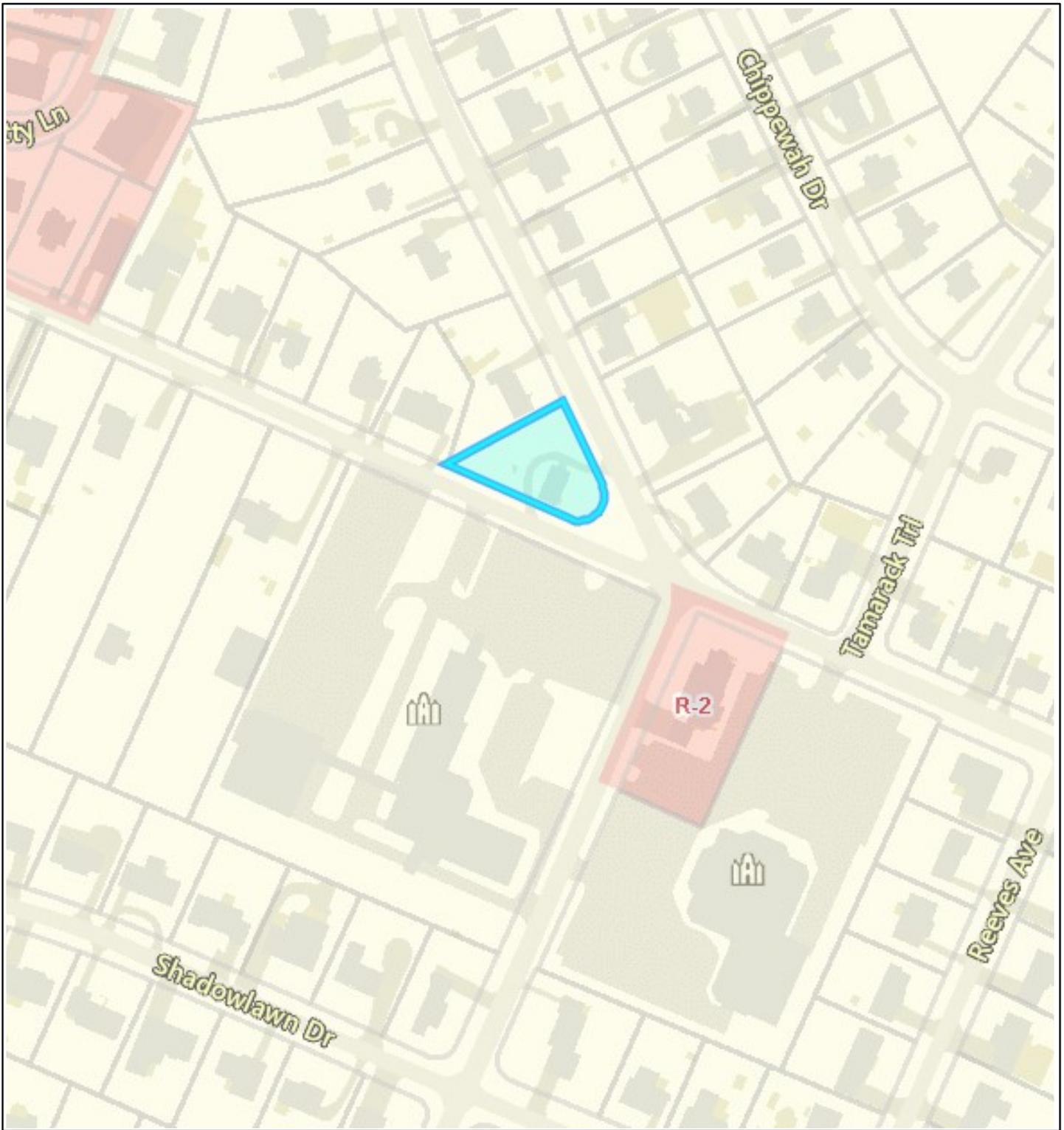
I will be in the RPA office on Monday to pay the application fee.

Regards,  
Wayne Williams AIA, LEED AP | Principal  
WORKSHOP: ARCHITECTURE  
423.653.6971 | wayne@workshoparch.net  
1420 McCallie Avenue | Chattanooga, TN 37404

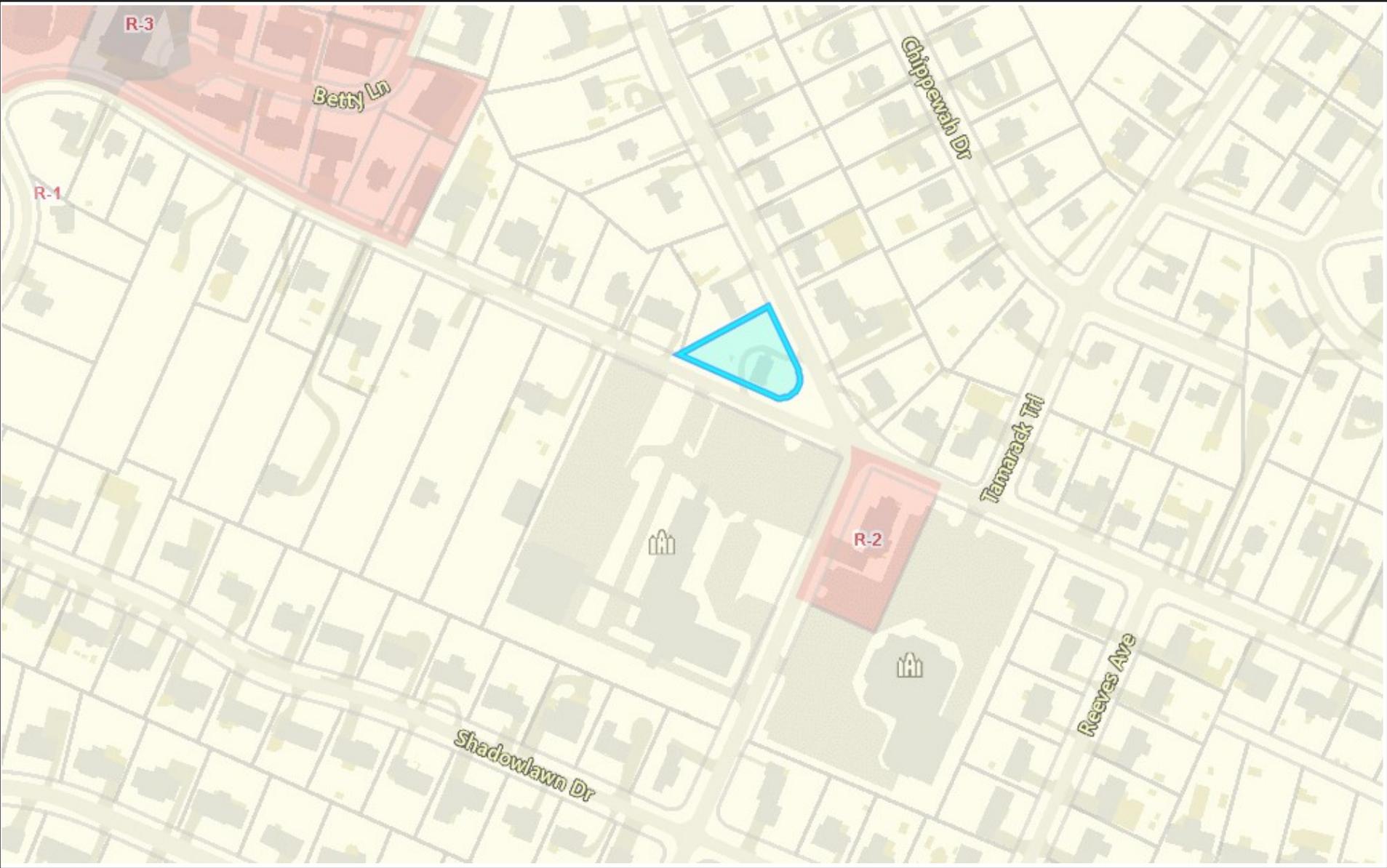
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 **Rezone Application (1).pdf**  
5825K

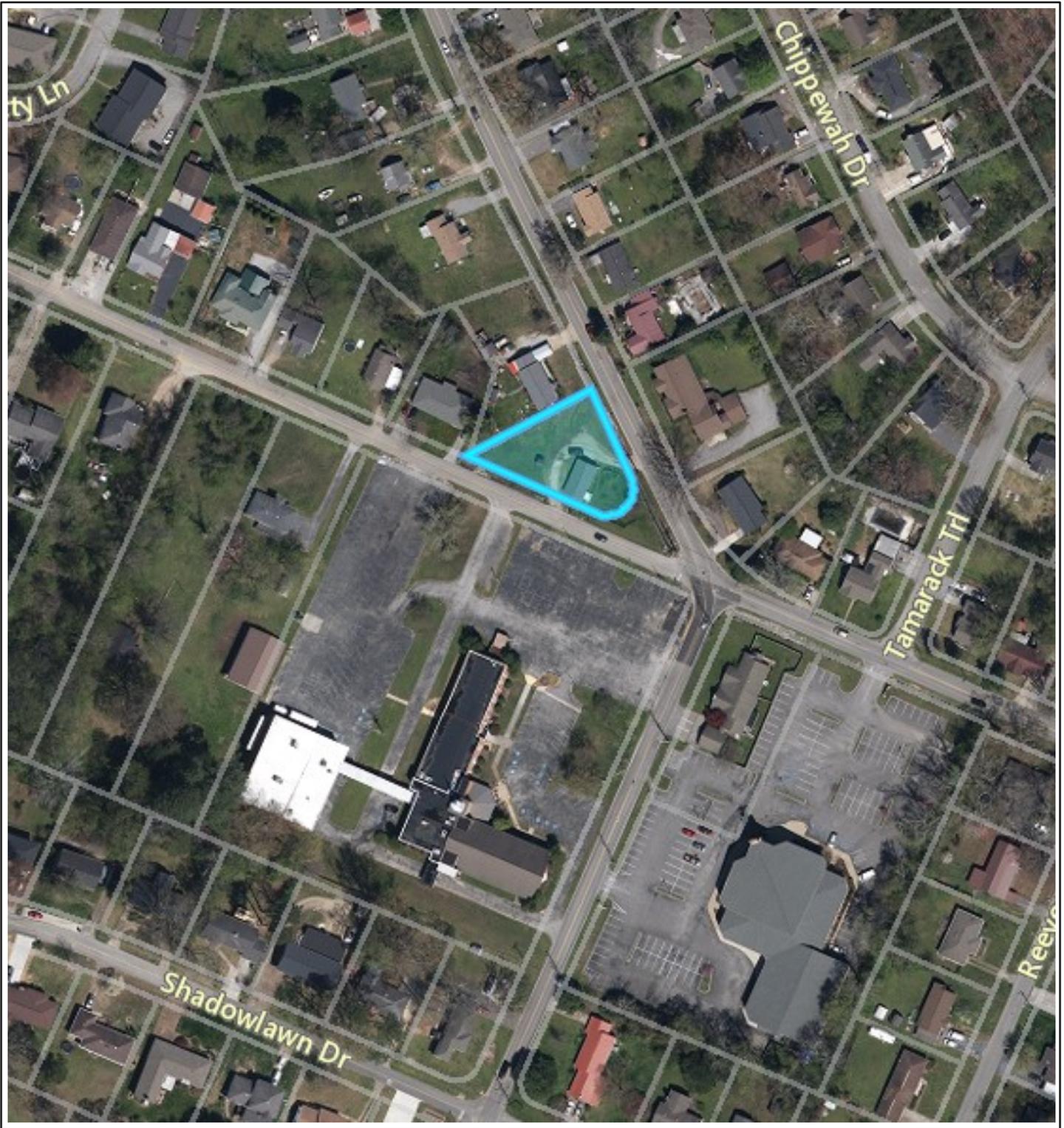
# 2025-0100 Rezoning from R-1 to RZ-1



2025-0100 Rezoning from R-1 to RZ-1



2025-0100 Rezoning from R-1 to RZ-1



2025-0100 Rezoning from R-1 to RZ-1





## Mike Howell

---

**From:** Wayne Williams <wayne@workshoparch.net>  
**Sent:** Friday, July 11, 2025 11:27 AM  
**To:** Mike Howell  
**Cc:** Shane Lichterman; Bryce Goldsen;  
**Subject:** Re: 1171 South Seminole

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

Hi Mike,

I've finally spoken to my client and we would definitely like to be on the next Council agenda. Would that be July 24 or August 14?

Thanks,

Wayne Williams AIA, LEED AP | Principal  
**WORKSHOP: ARCHITECTURE**  
423 653 6971 | [wayne@workshoparch.net](mailto:wayne@workshoparch.net)  
1420 McCallie Avenue | Chattanooga, TN 37404

On Jul 9, 2025, at 12:23 PM, Mike Howell <mhowell@eastridgetn.gov> wrote:

Good afternoon, Wayne,

I've attached the compatibility challenges.

<image001.png>

---

**From:** Wayne Williams <wayne@workshoparch.net>  
**Sent:** Wednesday, July 9, 2025 8:48 AM  
**To:** Mike Howell <mhowell@eastridgetn.gov>  
**Cc:** Shane Lichterman

Bryce Goldsen

**Subject:** 1171 South Seminole



# City of East Ridge

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

Building and Codes Department

DATE: July 1, 2025  
TO: Planning Commission Members  
FROM: Building and Codes Department  
SUBJECT: Rezone

---

Applicant: Wayne Williams

Location: 1171 South Seminole Drive, Tax Map 168C-F-026

Consider Wayne Williams' request to rezone 1171 South Seminole Drive from R-1 Single Family Residential to RZ-1 zero lot line single-family residential district. To construct two single-family detached dwellings on separate lots.

The existing land use includes -Single-Family Residential to the north, Single-Family Residential to the east, Single-Family Residential and Institutional to the west, and Institutional to the south.

#### Current Zoning (R-1):

- Minimum Lot Size: 10,000 sq. ft.
- Lot Frontage: 75 ft
- Setbacks: Front 25', Side 10', Rear 25'
- **Adjacent Density: ~3 du/ac**

#### Proposed Zoning (RZ-1):

- Minimum Lot Size: 2,625 sq. ft.
- Lot Frontage: 35 ft
- Setbacks: Front 25', Side 0 & 10 or 10 on each side, Rear 25'
- **Proposed Density: 6.45 du/ac**

**Site Area:** 0.31 acres

---

Compatibility Challenges are as follows:

1. **Land Use Compatibility:** While both R-1 and RZ-1 allow single-family homes, the zero lot line format introduces a significantly smaller lot size and frontage, changing the established neighborhood pattern.
2. **Zoning Precedent:** There are no existing RZ-1 zones nearby. Approving this rezoning could set a precedent for future small-lot development in a traditionally large-lot area, potentially leading to broader rezoning pressures.
3. **Spot Zoning Concerns:** Rezoning a single lot in the middle of a residential block for high-density residential use is spot zoning, which is generally discouraged unless supported by a broader planning strategy or public benefit. Currently, all RZ-1 Zero Lot lines parcels identified within the city of East Ridge are adjacent to other high-density residential districts, commercial districts, manufacturing, and/or office districts, creating a transitional buffer.

This rezoning promotes gentle residential infill and enhances housing availability. While the proposed use aligns with the single-family designation, it does not match in scale or form. Additionally, the site is not close to other similarly zoned (RZ-1) properties, and its approval could disrupt established development patterns. It is essential to carefully consider neighborhood compatibility and the potential precedent-setting impacts.

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**DAVID TYLER**  
*Vice Mayor*

**JEFFREY EZELL**  
*Councilmember*

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

## **City of East Ridge**

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

### **MEMORANDUM**

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**TO:** City Council

**FROM:** Mark Litchford

**DATE:** July 7, 2025

**RE:** Development Agreement – JDH Company, Inc.

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JDH Company, Inc., intends to develop and/or has developed a first-class reputable retail roofing supply business within the Border Region District and has requested the City Council to enter into a Development Agreement Relating to the Border Region Retail Development District pursuant to the Border Region Act, T.C.A. § 7-40-101 *et seq.* The proposed development is located in East Ridge, Tennessee, at the following commonly known address:

5615 Oakdale Drive	169F D 016
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The purpose of the Development Agreement is to establish the rights and obligations between the City and the Developer with respect to allocated state tax revenues as provided in the Border Region Act that may be generated on the aforementioned properties, some or all of which are in the District.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH JDH COMPANY, INC., RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO**

**WHEREAS**, the City has designated a certain area within the City as a Border Region Retail Tourism Development District (the “District”) pursuant to Tenn. Code. Ann. §§ 7-40-401 *et seq.* (the “Border Region Act”), which District has been approved by the Tennessee Commissioner of Revenue; and

**WHEREAS**, the City of East Ridge seeks to increase tourism and the competitiveness of the City, County, and State by improving the City’s extraordinary retail and other tourism facilities located in the District and to benefit other private and public peripheral retail and tourism developments for the City; and

**WHEREAS**, development of the District is critical to the growth and sustainability of the tax base of the City; and

**WHEREAS**, JDH Company, Inc. (“Developer”), owns or has a contract to acquire the following property (the “Property”), and intends to construct or has constructed an economic development project within the meaning of the Border Region Act (collectively the “Project”) to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 *et seq.* (“Border Region Act”), such economic development project described as a retail roofing supply business;

5615 Oakdale Drive	169F D 016
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**WHEREAS**, Developer has requested a financial incentive package from the East Ridge Industrial Development Board (“Board”) consistent with the Act; and

**WHEREAS**, some or all of the Property lies within the District and therefore may be eligible for the receipt of Border Region State sales tax revenues generated by the retail businesses; and

**WHEREAS**, there has been submitted to the Board the proposed form of a Development Agreement Relating to Border Region Retail Tourism Development District (the “Agreement”) between the Board and the Developer pursuant to which the Board would agree to distribute certain of the state sales and use taxes allocable to the Board to Developer that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act (“Financial Incentive Package”) to reimburse certain costs of the Project that are eligible to be paid under the Border Region Act; and

**WHEREAS**, the Financial Incentive Package shall be distributed in accordance with the Development Agreement to Developer; and

**WHEREAS**, the establishment of a the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the District and is also intended to accompany the construction and development of other projects within the District and create a financially and economically positive impact on the District and other public or private peripheral development for the District throughout the City and County, including without limitation increased competitiveness, retail projects, jobs, and property values; and

**WHEREAS**, the City Council deems the approval of the financial assistance and incentive package for Developer to be in the best interest of the citizens of East Ridge; and

**WHEREAS**, the execution of such Agreement will further the public purposes of the Board and the District by promoting development in the District and enhancing the economic growth of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that**

1. It is hereby found and determined that the assistance by the City and the Board with the Project will promote the economy and development in the State of Tennessee and City and the welfare of the citizens thereof.

2. The Development Agreement Relating to Border Region Retail Tourism Development District is hereby approved for the benefit of Developer with said funding to be derived and paid in accordance with the Border Region Tourism Development District Act, pursuant to the terms of the Development Agreement entered into by and between the East Ridge Industrial Development Board and Developer.

3. The Mayor and City Manager are hereby approved and authorized to take all actions necessary to implement this resolution.

4. The officers of the Board are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above and the performance of the Agreement, including, without limitation, taking all actions as are necessary or appropriate to file and to assist the City in filing annual cost certifications with the State of Tennessee Department of Revenue and to receive all state sales and use taxes to which the City or the IDB is entitled under the Border Region Act.

5. The officers of the Board are hereby authorized to sign any and all documents necessary to administer all funds allocated to the Board under the Border Region Act, including establishing such accounts as such officers deem appropriate to hold funds allocated to the Board, in accordance with this Resolution.

6. Pursuant to T.C.A. § 7-40-107 and in order to advance the proposed development within the District, the City Council irrevocably delegates to the Board the incremental state sales and use tax revenues payable to the City in accordance with T.C.A. § 7-40-101 *et seq.* that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act and the Development Agreement entered into between the East Ridge Industrial Development Board and Developer .

7. All other acts of the officers of the Board which are in conformity with the purposes and intent of this resolution are hereby ratified, approved and confirmed.

**BE IT FURTHER RESOLVED** that the City of East Ridge, Tennessee, hereby indicates its intention to adopt any and all further resolutions as required by applicable law to effectuate its intentions expressed herein.

**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

**DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL  
TOURISM DEVELOPMENT DISTRICT**

THIS DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF EAST RIDGE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq., (the "IDB"), and **JDH COMPANY, INC.** (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. ("Border Region Act"), was enacted to increase tourism and the competitiveness of the State of Tennessee ("State") with bordering states by empowering local governments to encourage the development of extraordinary retail or tourism facilities, including shopping, recreational and other activities; and

**WHEREAS**, pursuant to the Border Region Act and at the request of the City of East Ridge, Tennessee ("City"), the Commissioner of the Department of Revenue of the State has certified an area within the City as a border region retail tourism development district (the "Border Region District"); and

**WHEREAS**, after such certification, a portion of the state sales and use tax revenues collected in the Border Region District is being distributed to the City as provided in the Border Region Act (the "Allocated State Tax Revenues"); and

**WHEREAS**, a Bass ProShop store (the "Extraordinary Retail Facility") has been developed in the Border Region District as an extraordinary retail or tourism facility within the meaning of the Border Region Act; and

**WHEREAS**, Developer has proposed the development of certain property in East Ridge, Tennessee, at the following commonly known address (the "Property"):

5615 Oakdale Drive	169F D 016
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**WHEREAS**, all or some of the Property is located within the Border Region District and more particularly described or shown on **Exhibit A** attached hereto (hereinafter referred to as the "Project Property"); and

**WHEREAS**, the Developer intends to construct or has constructed an economic development project within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility, such economic development project described as a retail roofing supply business; and

**WHEREAS**, most or all of the Project Property lies within the District and may be eligible for the receipt of Border Region State sales tax revenues generated by the retail business; and

**WHEREAS**, the establishment of a the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the District and is also intended to accompany the construction and development of other projects within the District and create a financially and economically positive impact on the District and other public or private peripheral

development for the District throughout the City and County, including without limitation increased competitiveness, retail projects, jobs, and property values; and

**WHEREAS**, the execution of such Agreement will further the public purposes of the Board and the District by promoting development in the District and enhancing the economic growth of the City.

**WHEREAS**, pursuant to the Border Region Act, the City is authorized to delegate to the IDB the authority to carry out any project authorized by the Border Region Act and to incur costs for the any such project; and

**WHEREAS**, by resolution of the City Council of the City, the City has made such a delegation to the IDB with respect to the Project; and

**WHEREAS**, pursuant to such delegation, the City has agreed to pay to the IDB certain portions of the Allocated State Tax Revenues described herein that are to be allocated to the City pursuant to the Border Region Act; and

**WHEREAS**, the IDB has agreed that those certain Allocated State Tax Revenues described herein will be paid to the Developer to reimburse a portion of the costs of the development of the Project as provided herein; and

**WHEREAS**, pursuant to the Border Region Act, the City and the IDB are authorized to provide such incentives or financial support in the Border Region District as they deem appropriate in support of an economic development project, within the meaning of the Border Region Act; and

**WHEREAS**, for the purpose of establishing the rights and obligations of the parties with respect to the matters described above and related matters, the parties have entered into this Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

## **ARTICLE I INCORPORATION OF RECITALS AND FINDINGS OF IDB**

**Section 1.01** Incorporation of Recitals. The Recitals are an integral part of this Agreement and are incorporated herein by reference as though set forth in full herein.

**Section 1.02** Findings of the IDB. The IDB finds that, when completed, the Project described herein will generate significant sales tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant ad valorem property tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant sales tax revenue for Hamilton County and the City of East Ridge, and will create multiple employment opportunities. In addition, the IDB further finds that various site development work and improvements as proposed herein will also encourage further future commercial and economic development and/or expansion on properties adjoining and in the vicinity of Project Property and within the Border Region District and said anticipated future development will also generate sales tax revenue and ad valorem property tax revenue and will create employment opportunities. The IDB finds that an agreement whereby the City and/or the IDB provides incentives or financial support to the Developer to undertake the development of the Project to further enhance and encourage commercial retail development within the Border Region District is consistent with the authorization established pursuant to the Border Regions Act and is appropriate within the purpose, intent and meaning of the Border Regions Act, and is a cost effective and efficient use of the public funds of the City of East Ridge and the IDB. The IDB finds

that entering into this Agreement is beneficial to and in the best interests of the City of East Ridge and its citizens and further finds that the transaction described herein is beneficial, from both economic development and other perspectives, to the City of East Ridge.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.01. Representations and Warranties of Developer.** The Developer represents and warrants for the benefit of the IDB and the City as follows:

(a) **Authority.** The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(b) **Binding Obligations.** This Agreement is a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms, subject to applicable insolvency laws and equitable principles.

(c) **No Litigation.** No litigation at law or in equity or proceeding before any private individual or entity or any governmental agency involving the Developer is pending or, to the knowledge of the Developer, threatened, in which any liability of the Developer is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Developer or the performance of its obligations hereunder, including the development of the Project.

(d) **No Default.** The Developer is not in default under or in violation of, and the execution, delivery and compliance by the Developer with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of (i) any material agreement or other instrument to which the Developer is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Developer or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) **Relationship to Border Region District.** The construction and development of the Extraordinary Retail Facility and the development of the area surrounding the Extraordinary Retail Facility was an essential factor in the Developer undertaking the Project, and the economic activity generated by the Extraordinary Retail Facility will contribute materially to the economic success of the Project, which Project will provide ancillary retail support to the Extraordinary Retail Facility.

**Section 2.02. Representation and Warranties of IDB.** The IDB represents and warrants for the benefit of the Developer as follows:

(a) **Organization.** The IDB is a public non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has the power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and as hereby contemplated.

(b) **Authority.** The IDB has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the IDB.

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of the IDB enforceable against the IDB in accordance with its terms, subject to applicable insolvency laws and equitable principles; provided, however, that this subsection shall not be construed as a representation or warranty that the Commissioner of Revenue of the State of Tennessee (the "Commissioner") will accept, confirm or approve any cost certification made by the City and/or the IDB to the Commissioner under the Border Region Act.

(d) No Litigation. No litigation at law or in equity or proceeding before any governmental agency involving the IDB is pending or, to the knowledge of the IDB, threatened, in which any liability of the IDB is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the IDB or the performance of its obligations hereunder.

(e) No Default. The IDB is not in default under or in violation of, and the execution, delivery and compliance by the IDB with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of, (i) any material agreement or other instrument to which the IDB is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the IDB or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

### **ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES**

**Section 3.01. Undertaking of Development.** The Developer will cause the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without limitation a commercial business shopping center for multi-tenant retail use in substantially the manner shown on the site plan attached as Exhibit B hereto in a manner consistent with the schematic renderings attached hereto as Exhibit C. The Developer will commence construction of the Project not later than twelve (12) months following the date of this Agreement with an anticipated completion date of twenty-four (24) months following the date of this Agreement.

**Section 3.02. Prohibited Retail Uses.** During the period that the Developer is receiving payments pursuant to this Agreement, the IDB shall first be provided an opportunity to approve any replacement retail operations or business or any successor business in the Project. The Developer will not permit any use in the Project that does not generate Allocated State Tax Revenues or that is not appropriate for a first-class retail facility, including pawn shops, adult book and entertainment facilities, tanning salons, check cashing and payday loan facilities and similar types of establishments. The Developer will not permit any retail business to relocate any existing retail establishments located within fifteen (15) miles of the Border District to the Project unless the rentable retail sales space for the relocated establishment is increased by thirty-five percent (35%) or more of the existing retail establishment.

**Section 3.03. Financial Assistance to Developer.**

a) Subject to the terms and conditions of this Agreement, including without limitation the priority of payments to the Bass Pro Developer, as defined and described in Section 3.04 hereof, and in accordance with the Border Region Act, the IDB has determined that the provision of financial assistance to the Developer will further the purposes of the Border Region Act and the economic development of the City and the IDB hereby agrees to grant the Developer the amounts hereinbelow contingent upon satisfaction of the conditions provided in this Agreement.

b) Subject to the conditions set forth in this Agreement, the IDB agrees to pay or otherwise assign to the Developer annually (the "Annual Incentive Amount") for the period set forth in Section 5.19

of this Agreement an amount equal to a percentage of the Allocated State Tax Revenues attributable solely from the sales or use taxes derived from retail businesses operating on the Project Property "Project State Tax Revenues" pursuant to the Border Region Act. The percentages of the Project State Tax Revenues owed to Developer that will determine the Annual Incentive Amount are set forth herein as Section 3.03(b)(i). For purposes of making the calculation of the Annual Incentive Amount, the "base tax revenue" as defined in the Act shall be allocated proportionately based upon the sales and use taxes generated by or derived from the Project Property as to which the calculation is being made. The base tax revenue on the Project Property is estimated at zero and 00/100 Dollars (\$0.00).

i. The Annual Incentive Amount owed to Developer is equal to the following percentages of the Project State Tax Revenues, subject to the base tax revenue as provided herein, which revenues are projected in the spreadsheet attached hereto as **Exhibit D**:

Project State Tax Revenues shared between Developer and the City	
Developer Share	City Share
<del>10%</del> 50%	<del>90%</del> 50%

c) It is understood that such payments are for the purpose of reimbursing the Developer all or a portion of the eligible "costs" within the meaning of the Border Region Act incurred by or on behalf of the Developer relating to the Project and/or the Project Property, including financing costs of Developer relating thereto, costs of acquisition, development, construction and improvement of the Project, and other costs identified by the Developer relating to the development of the Project and/or the Project Property that are eligible to be reimbursed under the Border Region Act.

d) The Developer shall provide a list of the eligible costs periodically, but not less than annually within thirty (30) days after the end of each of the City's fiscal years ending on June 30<sup>th</sup> of each year (a "Fiscal Year"), for each and every eligible cost for which the Developer claims reimbursement hereunder and shall update such list from time to time on at least an annual basis as additional costs are incurred at such times as are needed to permit the City and/or the IDB to submit such costs for approval by the Developer with respect to debt incurred to finance costs related to the Project Property; provided that in no event shall the annual interest rate on the debt resulting in any interest expense to be reimbursed exceed the highest lawful rate under applicable state law if other than Tennessee or federal law or if no such other law is applicable, under the Tennessee formula rate (within the meaning of T.C.A. § 47-14-103) at the time such debt was incurred. The Annual Incentive Amount payable to the Developer pursuant to this Agreement shall be payable solely from Project State Tax Revenues allocated to the IDB. The IDB and/or the City will submit the cost certification summaries required by the Border Region Act on an annual basis and shall request a distribution from the State of all eligible Allocated State Tax Revenues, including all amounts payable to the Developer as provided in this Agreement. The parties will fully cooperate in submitting such cost certifications. The Annual Incentive Amount shall be paid to the Developer within thirty (30) days after the City receives its annual allocation of Allocated State Tax Revenues from the State of Tennessee under the Border Region Act; provided, however, any Annual Incentive Amount is expressly subject to Developer's satisfaction of all obligations and conditions under this Agreement and the priority of payments to the Bass Pro Developer, as described in Section 3.04 hereinbelow.

**Section 3.04. Effect of Bass Pro Developer Allocation.** The Developer acknowledges that the City and the IDB have previously agreed to pay to Exit One LLC (the "Bass Pro Developer"), as the developer of the Extraordinary Retail Facility, and affiliates of the Bass Pro Developer an annual amount equal to the Allocated State Tax Revenues derived from the parcel on which the Extraordinary Retail Facility is located and certain other parcels (the "Bass Pro Developer Parcels") plus the Allocated State Tax Revenues derived from the first \$10,000,000 of incremental sales above the base sales (as calculated pursuant to the Border Region Act) in the Border Region District (other than Bass Pro Developer Parcels) prior to the creation of the Border Region District as provided in that certain Development and Allocation

Agreement Relating to Border Region Retail Development District dated as of June 20, 2014, between the IDB and the Bass Pro Developer (the "Bass Pro Development Agreement"). If in any future Fiscal Year, the incremental sales in the Border Region District (other than from the Bass Pro Developer Parcels) are not in excess of \$10,000,000 due to business closures or other unexpected reasons, the Developer acknowledges that the City and the IDB will not have sufficient unencumbered Allocated State Tax Revenues derived from such Fiscal Year to pay the Annual Incentive Amount to the Developer because all or a portion of the Allocated State Tax Revenues derived from the Project Property would be required to be used to make the required payment to the Bass Pro Developer. In any year in which the available Allocated State Sales Revenues are not sufficient to pay the Annual Incentive Amount to the Developer and similar annual incentives to other property owners or developers in the District, the amount paid to the Developer and other recipients of similar annual incentives shall be reduced proportionately based upon the respective Allocated State Tax Revenues received from the respective parcels as to which the incentives relate. If the Allocated State Tax Revenues for any Fiscal Year are insufficient to pay the Annual Incentive Amount for the reasons described in this Section, the shortfall shall be payable from Allocated State Tax Revenues relating to future Fiscal Year in which the incremental sales (other than from the Bass Pro Developer Parcels) as described above are at least \$10,000,000 subject to any other incentive commitments of the City and the IDB, which commitments shall be paid prior to any shortfall being paid.

**Section 3.05. Identification of Applicable State Sales and Use Tax Revenues from Project Property and Incremental Tax Revenues.** The Developer and the IDB will cooperate fully in identifying no later than thirty (30) days after each June 30 the amount of sales on the Project Property that are subject to state sales or use tax and that produced Allocated State Tax Revenues for the annual period ending on such June 30. In the event such sales data is not publicly available, the parties will use their best efforts to estimate the amount of such sales.

**Section 3.06 Conversion to Financing.** The IDB acknowledges that the Developer may desire in the future to finance costs incurred by the Developer with respect to the development of the Project and may desire to pledge the Project State Tax Revenues payable to the Developer hereunder to such financing and/or to request the IDB to issue bonds payable from such Project State Tax Revenues, the proceeds of which would be loaned to the Developer to reimburse the Developer for eligible costs. Upon the request of the Developer to assist with such financing, the IDB agrees to cooperate fully with the Developer, at the Developer's expense, to accomplish such financing and will negotiate in good faith such amendments to this Agreement as are necessary to enable such financing, provided such amendments do not increase any liabilities or create recourse financial obligations of the IDB or the City.

**Section 3.07. Lender Estoppels.** At the request of the Developer, the IDB shall agree to sign (and the IDB shall request the City to sign) such consents, estoppel agreements and other certificates as may be reasonably requested by any lender to the Developer relating to a loan to finance or refinance the cost of the Project so as to provide assurances to such lender that the payments to be made to the Developer under this Agreement have been properly assigned to such lender.

**Section 3.08. Reporting Requirements.** The IDB will submit or cause the City to submit the annual reports and certifications required by the Border Region Act in order to receive annual disbursements of Allocated State Tax Revenues pursuant to the Border Region Act. At the request of the IDB, the Developer will cooperate fully with the City and the IDB in connection with the submission of the reports and certifications described in this Section. In connection with such submissions, the Developer will provide the City and the IDB with an annual list of all eligible costs and supporting documentation relating thereto.

**Section 3.09. Good and Workmanlike Manner.** Developer shall perform the site improvement, construction and/or development of the Project in a good and workmanlike, lien-free manner in accordance with all applicable legal requirements and regulations. Developer hereby grants to the IDB, its contractors,

agents and employees, a temporary license to enter upon any portion of the Project Property for the purpose of inspecting all or any part of the site improvement, construction and/or development of the Project.

**Section 3.10. Warranty.** Developer warrants to the IDB that all materials and equipment furnished in connection with the site improvement, construction and/or development of the Project shall be of good quality and new unless otherwise specified, and that all such work shall be of good quality, free from faults and defects. If required by the IDB, Developer shall furnish evidence that is satisfactory to the IDB as to the kind and quality of materials and equipment.

**Section 3.11. Termination.** The obligations of the IDB under this Agreement shall terminate upon the payment of the final Annual Incentive Amount to Developer as provided in Section 5.19 hereof.

**Section 3.12 Compliance with Other Legal Requirements.** The Developer acknowledges and agrees that this Agreement does not and shall not be construed to indicate or imply that the IDB, acting as a regulatory or permitting authority or as an instrumentality of the City, as granted or is obligated to grant or has the authority to grant any approval or permit required by law for the development of the Project. The Developer agrees to obtain and comply with all permits, licenses and governmental approvals required for the development of the Project and, upon completion of the Project, to maintain the Project in compliance with all legal requirements applicable thereto. The Developer furthermore agrees, during the term of this Agreement, to pay all taxes levied against the Project Property on or before the date that such taxes would be delinquent.

#### **ARTICLE IV EVENTS OF DEFAULT AND REMEDIES**

**Section 4.01. Event of Default.** The occurrence and continuance of any of the following events shall constitute an "Event of Default":

(a) failure of the Developer to perform any of its obligations under this Agreement after written notice is given to the Developer of such failure and the Developer has not cured such failure within sixty (60) days of such notice; or

(b) any material representation, warranty, certification or other statement made or deemed made by Developer in this Agreement or in any statement or certificate at any time given by Developer in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect as of the date made; or

(c) a court of competent jurisdiction shall enter a decree or order for relief in respect of Developer in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order is not stayed, or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Developer under any applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Developer, as the case may be, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of Developer for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Developer, and any such event described in this clause (ii) shall continue for sixty (60) days without having been dismissed, bonded or discharged; or

(d) Developer shall have an order for relief entered with respect to it or shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Developer shall make any assignment for the benefit of creditors, or Developer shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or Developer shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to herein or in Section 3.01(c);

(e) Developer enters into an agreement, arrangement or association with any other entity or individual(s), directly or indirectly, including any agreement, arrangement or association with such other entity's officers, owners, directors, agents, affiliates, or associates, that results in, or is intended to result in, or would result in, the decrease or loss of Allocated State Tax Revenues that the City or IDB may realize or be entitled to under this Agreement, including the City's share under Section 3.03 of this Agreement, or under the Border Region Act; or

(f) Developer enters into, without first obtaining written approval by the City and IDB, an agreement, arrangement or association relative to the Project Property or the Project with any other entity or individual(s), directly or indirectly, including any agreement, arrangement or association with such other entity's officers, owners, directors, agents affiliates, or associates, that has or have previously entered into a Border Region development agreement with the IDB and/or City.

**Section 4.02. IDB & City Remedies.** If a Developer Event of Default occurs hereunder, the IDB may terminate this Agreement upon written notice to the Developer at which time all of the rights and privileges of the Developer hereunder shall cease and be of no further force or effect. Additionally, if the Event of Default is triggered as a result of Section 4.01(e) or 4.01(f), then the IDB and the City shall be entitled to, in addition to all other remedies available at law or as provided in this Agreement, an amount equal to all Allocated State Tax Revenues generated from the Project Property, including Developer's portion of the Allocated State Tax Revenues as provided in Section 3.03 hereof, and all attorneys' fees, costs and expenses incurred by the IDB or the City in connection with enforcing the terms of this Agreement, including all appellate costs, attorneys' fees and expenses.

**Section 4.03. Waiver.** No failure by the IDB to exercise any right, remedy, or option under this Agreement or any present or future supplement hereto, or delay by the IDB in exercising the same, will operate as a waiver thereof. No waiver by the IDB will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by the IDB on any occasion shall affect or diminish the IDB's rights thereafter to require strict performance by the Developer of any provision of this Agreement. The IDB's rights under this Agreement will be cumulative and not exclusive of any other right or remedy which the IDB may have.

## **ARTICLE V MISCELLANEOUS**

**Section 5.01. IDB Liability. No Personal Liability; No City Liability.** THE LIABILITY OF THE IDB FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S INTEREST IN ANY ALLOCATED STATE TAX REVENUES PAYABLE TO THE IDB FROM THE BORDER REGION DISTRICT AND NOT PLEDGED AND, OTHERWISE NOT ENCUMBERED. THE IDB SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB. NO OTHER PROPERTY OR ASSETS OF THE IDB SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF

REMEDIES OF THE DEVELOPER HEREUNDER OR RELATING HERETO. UNDER NO CIRCUMSTANCES SHALL THE IDB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY WAIVED BY THE DEVELOPER. NO RECOURSE SHALL BE HAD FOR ANY CLAIM BASED UPON ANY OBLIGATION, COVENANT OR AGREEMENT IN THIS AGREEMENT OR ANY TRANSACTION OR MATTER RELATING HERETO AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, COUNSEL OR AGENT OF THE IDB, WHETHER DIRECTLY OR INDIRECTLY, AND ALL SUCH LIABILITY OF ANY SUCH INDIVIDUAL AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE IDB ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE DEVELOPER MAY ENFORCE THE TERMS OF THIS AGREEMENT THROUGH A CLAIM FOR SPECIFIC PERFORMANCE. THE DEVELOPER ACKNOWLEDGES THAT THE CITY IS A SEPARATE ENTITY FROM THE IDB, AND IN NO EVENT SHALL THE CITY BE RESPONSIBLE FOR THE PERFORMANCE OF ANY OBLIGATIONS OF THE IDB HEREUNDER OR LIABLE FOR ANY CLAIMS AGAINST THE IDB HEREUNDER.

**Section 5.02. Indemnity.** The Developer shall indemnify the IDB and the City and their successors and assigns, and every director, officer, employee, counsel and agent of the IDB (individually, an "Indemnitee") with respect to, and hold each Indemnitee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnitee in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnitee, in any way relating to or arising out of this Agreement (other than as a result of a breach hereof by the IDB), or the development of the Project or the submission of any certificate or report to the State by the IDB or the City in reliance on information provided by the Developer ("Indemnification Liabilities"). The Developer shall reimburse each Indemnitee on demand from time to time for all Indemnification Liabilities incurred by such Indemnitee. Each Indemnitee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 5.02 shall survive the termination of this Agreement.

**Section 5.03. Assignment.** The Developer may not assign or transfer this Agreement, or any interest of the Developer hereunder, without the prior written consent of IDB. Any such assignment shall not relieve the Developer of its liability for the performance of its duties and obligations hereunder unless IDB consents to such release. If Developer is a corporation, limited liability company, unincorporated association, or partnership, a transfer, assignment or hypothecation of any stock or interest in such corporation, company, association or partnership by any stockholder or partner so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Agreement, shall be deemed to be an assignment of this Agreement. Any transfer of this Agreement from Developer by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Agreement and shall be a violation of this Section. Notwithstanding, the Developer shall be permitted to assign and grant a security interest in its right to receive payments under this Agreement as security for a loan to finance or refinance the cost of the Project. In the event any assignment occurs in violation of this Section, neither the IDB nor the City shall be obligated to assign or otherwise pay any Annual Incentive Amount to any assignee unless otherwise agreed to by the IDB.

**Section 5.04. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. For purposes of this Agreement, Developer's heirs and/or estate shall be considered a permitted assignee and successor.

**Section 5.05. Notices.** Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the Business Day (as defined below) following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third (3<sup>rd</sup>) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

*If to the Developer to:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If to the IDB to:*

The Industrial Development Board for the City of East Ridge  
1517 Tombras Avenue  
East Ridge, TN 37412  
Attention: Chairman

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

**Section 5.06. Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Venue for any action arising out of this Agreement shall be exclusively in Hamilton County, Tennessee.

**Section 5.07. Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the IDB and the Developer with respect all matters contained herein. This Agreement contains the sole and entire understanding between the IDB and the Developer with respect to the transactions contemplated by this Agreement.

**Section 5.08. Amendment.** This Agreement shall not be modified or amended in any respect except by written agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed.

**Section 5.09. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 5.10. Captions.** All captions, headings and section and paragraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections, paragraphs or subparagraphs by number refer to the particular section, paragraph or subparagraph so numbered in this Agreement unless reference to another document or instrument is specifically made.

**Section 5.11. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

**Section 5.12. Expenses.** Each party shall promptly pay all of their own costs and expenses incurred in connection with the performance of their obligations under of this Agreement.

**Section 5.13. Term.** Unless terminated earlier as provided herein, this Agreement shall be effective as of the date hereof and shall remain in effect until the parties have performed all of their obligations hereunder or until terminated upon default or by mutual agreement of the parties and the City or their successors and assigns.

**Section 5.14. No Government Limitation.** This Agreement shall not be construed to bind any other agency or instrumentality of federal, state or local government in the enforcement of any regulation, code or law under its jurisdiction.

**Section 5.15. Time of the Essence.** Time shall be of the essence in the performance of the terms and conditions of this Agreement.

**Section 5.16. Business Days.** For purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Tennessee. If any date on which performance or notice is due under this Agreement is not a Business Day, performance or notice shall not be due until the next Business Day.

**Section 5.17. Approvals by IDB.** Any actions in furtherance of the IDB's approval or performance of this Agreement may be carried out by a duly authorized representative of the IDB and does not require the signature(s) of the entire board of directors of the IDB, unless specifically provided otherwise herein or by the IDB's bylaws or by applicable law.

**Section 5.18. Approvals by City and Intended Beneficiary.** This Agreement is subject to the approval of the East Ridge City Council. Additionally, it is understood by Developer that the City is an intended beneficiary of this Agreement and has the same rights and remedies provided in this Agreement, and may, independent of the IDB, seek to enforce such rights and remedies against the Developer to the extent the City may deem such enforcement necessary or advisable to protect its rights or the rights of the IDB hereunder.

**Section 5.19. Payment Obligation Term.** The term for the payment obligations as provided in Section 3.03 of this Agreement shall commence only upon the Project having been in operation and generating taxable retail sales for the entirety of a fiscal year defined as July 1 through June 30 of the subsequent year, and continuing until the Border Region District is dissolved in accordance with T.C.A. § 7-40-104(d) or upon the date on which the eligible cost of the Project have been fully paid, whichever occurs sooner.

*[Signature pages to follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF EAST RIDGE, TENNESSEE,**  
a Tennessee Public Nonprofit Corporation

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

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared \_\_\_\_\_, to me known and known to me to be the authorized representative for the Industrial Development Board of the City of East Ridge, Tennessee, and who acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested by said board as the free act and deed of said board for the purposes therein expressed.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**JDH COMPANY, INC.**  
a Tennessee Corporation

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

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared \_\_\_\_\_, to me known or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District as his free act and deed for the purposes therein expressed, on behalf of **JDH Company, Inc.**

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

The City of East Ridge, Tennessee, executes this Assignment to evidence it's consent to the Development Agreement Relating To The Border Region Retail Tourism Development District with JDH Company, Inc.

**THE CITY OF EAST RIDGE, TENNESSEE,**  
a Tennessee Municipality

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

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared \_\_\_\_\_, to me known and known to me to be the authorized representative for the City of East Ridge, Tennessee, and who acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested by said City as the free act and deed of said City for the purposes therein expressed.

WITNESS my hand and official seal this \_\_ day of \_\_\_\_\_ 2025.

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

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

**EXHIBIT A:**

*Property Legal Description*

**LTS 1 & 3-20 BLK 6 OAK PARK PB 9 PG 19**

**EXHIBIT B:**  
*Site Plan*



**EXHIBIT C:**  
*Schematic Renderings*

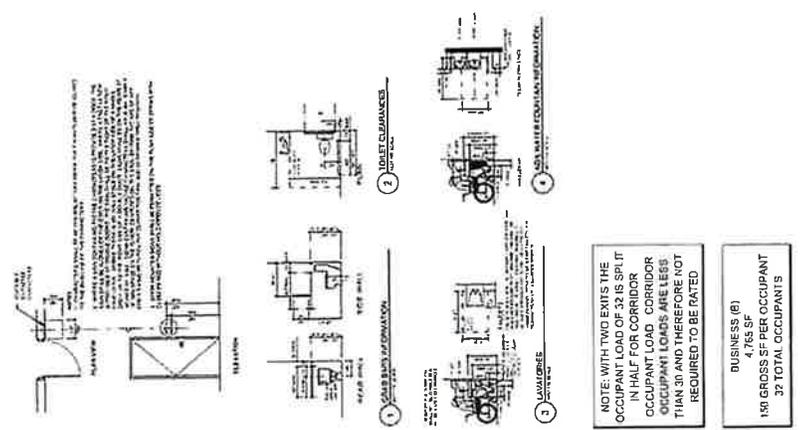




**river street**  
ARCHITECTURE  
123 7th Avenue, Suite 100  
Nashville, Tennessee 37203  
615.555.1234  
www.riverstreetarch.com

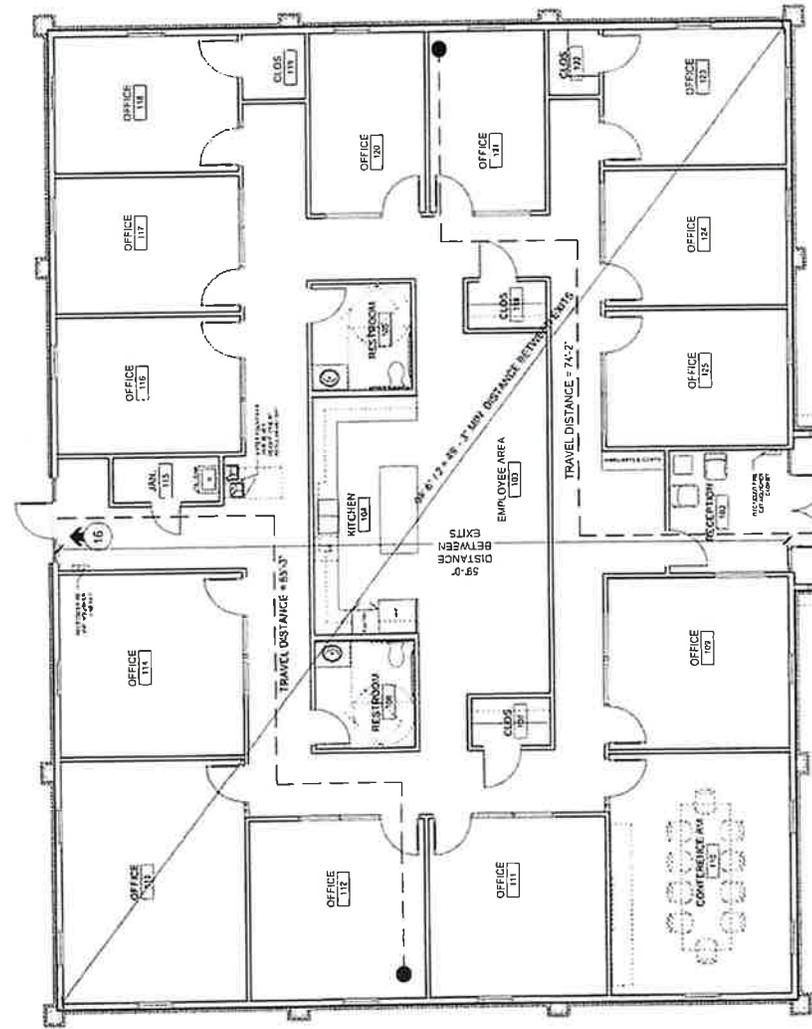
**JDH COMPANY, INC.**  
NEW OFFICE BUILDING  
515 OAKDALE AVENUE  
EAST NASHVILLE, TENNESSEE

PROJECT NO. 12345  
DATE: 10/20/2023  
DRAWN BY: J. Doe  
CHECKED BY: A. Smith  
SCALE: AS SHOWN  
SHEET NO. 1  
TOTAL SHEETS: 1



**NOTE:** WITH TWO EXITS THE OCCUPANT LOAD OF 32 IS SPLIT IN HALF FOR CORRIDOR OCCUPANT LOAD. CORRIDOR OCCUPANT LOAD SHALL BE NOT MORE THAN 10 AND THEREFORE NOT REQUIRED TO BE RATED.

**BUSINESS (B)**  
4,765 SF  
150 GROSS SF PER OCCUPANT  
37 TOTAL OCCUPANTS



1. ELEVATION

2. SECTION

3. DETAIL

4. SECTION

LS1.1



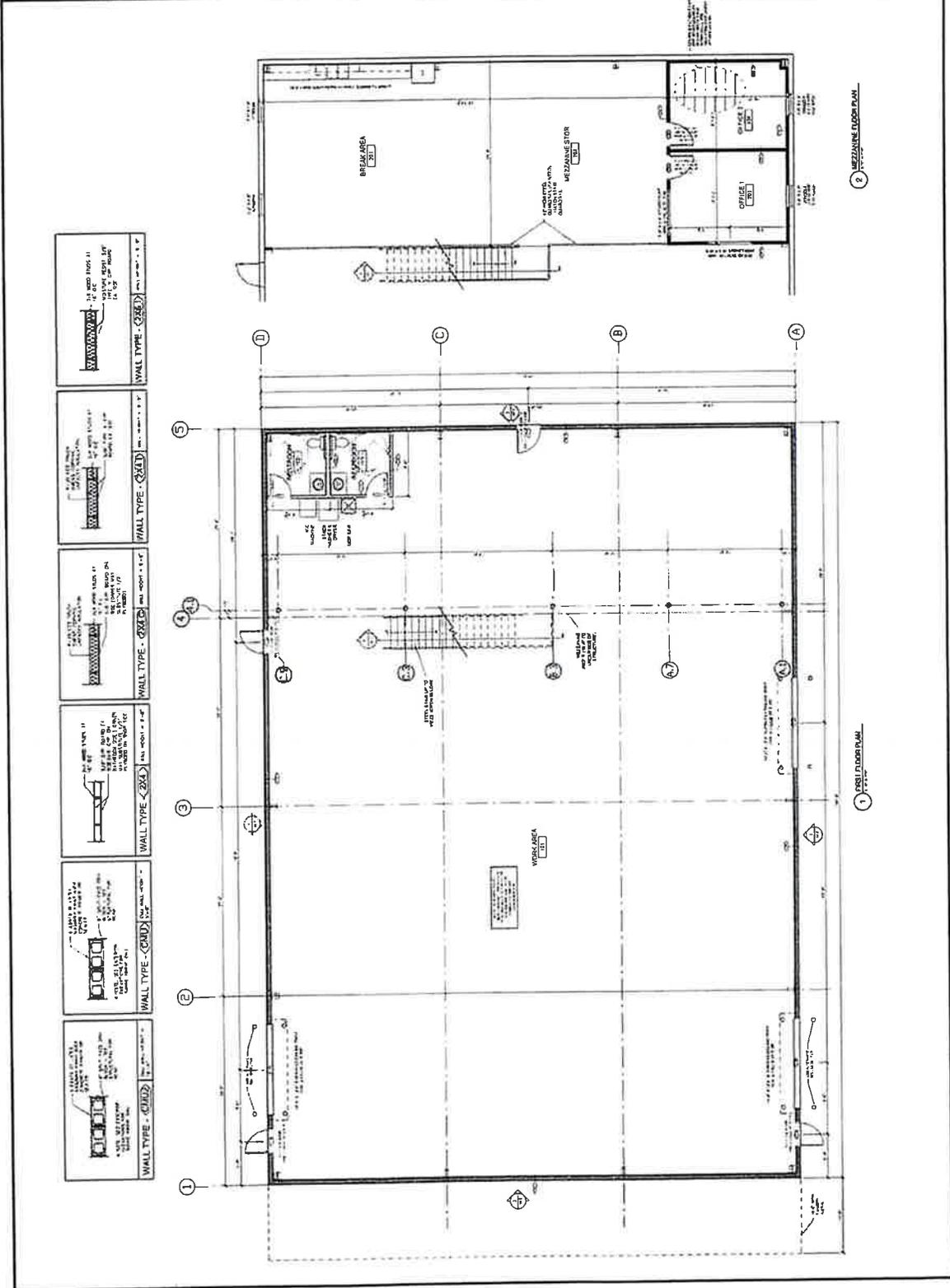


**river street**  
ARCHITECTURE

122 E 7th St, Suite 400  
Nashville, TN 37203  
615.259.1234  
www.riverstreetarch.com

JDH COMPANY, INC.  
NEW SHOP BUILDING  
5615 OAKDALE AVE  
EAST RIDGE, TENNESSEE

PROJECT NO.	1000000000
DATE	10/1/10
SCALE	AS SHOWN
DESIGNED BY	JDH
CHECKED BY	JDH
DATE	10/1/10
PROJECT NAME	NEW SHOP BUILDING
FLOOR PLAN	
<b>A1.1</b>	



	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU
	WALL TYPE - (CND)	1/2" CMU	1/2" CMU

**EXHIBIT D:**  
*Annual Incentive Schedule*

# JDH Company

Fiscal Year	Taxable Sales	Border Region % 0.04125	Net Total	Developer Annual Incentive Amount	City Allocation
2026	\$14,291,250	\$589,514.06	\$589,514.06	\$58,951.41	\$58,951.41
2027	\$14,719,987	\$607,199.46	\$607,199.46	\$60,719.95	\$60,719.95
2028	\$15,087,987	\$622,379.46	\$622,379.46	\$62,237.95	\$62,237.95
2029	\$15,465,187	\$637,938.96	\$637,938.96	\$63,793.90	\$63,793.90
2030	\$15,851,816	\$653,887.41	\$653,887.41	\$65,388.74	\$65,388.74
2031	\$16,168,852	\$666,965.15	\$666,965.15	\$66,696.51	\$66,696.51
2032	\$16,492,230	\$680,304.49	\$680,304.49	\$68,030.45	\$68,030.45
2033	\$16,822,075	\$693,910.59	\$693,910.59	\$69,391.06	\$69,391.06
2034	\$17,158,516	\$707,788.79	\$707,788.79	\$70,778.88	\$70,778.88
2035	\$17,501,686	\$721,944.55	\$721,944.55	\$72,194.45	\$72,194.45
2036	\$17,851,720	\$736,383.45	\$736,383.45	\$73,638.35	\$73,638.35
2037	\$18,208,754	\$751,111.10	\$751,111.10	\$75,111.11	\$75,111.11
2038	\$18,572,029	\$766,096.20	\$766,096.20	\$76,609.62	\$76,609.62
2039	\$18,944,388	\$781,456.01	\$781,456.01	\$78,145.60	\$78,145.60
2040	\$19,323,276	\$797,085.14	\$797,085.14	\$79,708.51	\$79,708.51
2041	\$19,709,741	\$813,026.82	\$813,026.82	\$81,302.68	\$81,302.68
2042	\$20,103,936	\$829,287.36	\$829,287.36	\$82,928.74	\$82,928.74
2043	\$20,506,015	\$845,873.12	\$845,873.12	\$84,587.31	\$84,587.31
2044	\$20,916,135	\$862,790.57	\$862,790.57	\$86,279.06	\$86,279.06
2045	\$21,334,458	\$880,046.39	\$880,046.39	\$88,004.64	\$88,004.64
2046	\$21,761,147	\$897,647.31	\$897,647.31	\$89,764.73	\$89,764.73
2047	\$22,196,370	\$915,600.26	\$915,600.26	\$54,297.86	\$54,297.86
<b>TOTAL:</b>	<b>\$398,987,555</b>	<b>\$16,458,236.64</b>	<b>\$16,458,236.64</b>	<b>\$1,608,561.50</b>	<b>\$1,608,561.50</b>

Border Region                      \$1,608,562                      50%

**Total Developer Investment \$3,217,123**

**Border Development Agreement Region  
Payout  
\$3,217,123**

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**DAVID TYLER**  
*Vice Mayor*

**JEFFREY EZELL**  
*Councilmember*

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

## City of East Ridge

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

### MEMORANDUM

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**TO:** City Council  
**FROM:** Mark Litchford  
**DATE:** July 7, 2025  
**RE:** Development Agreement – ER Investment, LLC

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ER Investment, LLC, intends to develop a first-class reputable shopping center within the Border Region District and has requested the City Council to enter into a Development Agreement Relating to the Border Region Retail Development District pursuant to the Border Region Act, T.C.A. § 7-40-101 *et seq.* The proposed development is located in East Ridge, Tennessee, at the following commonly known address:

4011 Ringgold Road, East Ridge, Tennessee	169H-A-014
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The purpose of the Development Agreement is to establish the rights and obligations between the City and the Developer with respect to allocated state tax revenues as provided in the Border Region Act that may be generated on the aforementioned properties, some or all of which are in the District.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH ER INVESTMENT, LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO**

**WHEREAS**, the City has designated a certain area within the City as a Border Region Retail Tourism Development District (the “District”) pursuant to Tenn. Code. Ann. §§ 7-40-401 *et seq.* (the “Border Region Act”), which District has been approved by the Tennessee Commissioner of Revenue; and

**WHEREAS**, the City of East Ridge seeks to increase tourism and the competitiveness of the City, County, and State by improving the City’s extraordinary retail and other tourism facilities located in the District and to benefit other private and public peripheral retail and tourism developments for the City; and

**WHEREAS**, development of the District is critical to the growth and sustainability of the tax base of the City; and

**WHEREAS**, ER Investment, LLC (“Developer”), owns or has a contract to acquire the following property (the “Property”), and intends to construct an economic development project within the meaning of the Border Region Act (collectively the “Project”) to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 *et seq.* (“Border Region Act”), such economic development project expected to be a commercial business shopping center for multi-tenant retail use;

4011 Ringgold Road, East Ridge, Tennessee	169H-A-014
---	------------

**WHEREAS**, Developer has requested a financial incentive package from the East Ridge Industrial Development Board (“Board”) consistent with the Act; and

**WHEREAS**, some or all of the Property lies within the District and therefore may be eligible for the receipt of Border Region State sales tax revenues generated by the retail businesses; and

**WHEREAS**, there has been submitted to the Board the proposed form of a Development Agreement Relating to Border Region Retail Tourism Development District (the “Agreement”) between the Board and the Developer pursuant to which the Board would agree to distribute certain of the state sales and use taxes allocable to the Board to Developer that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act (“Financial Incentive Package”) to reimburse certain costs of the Project that are eligible to be paid under the Border Region Act; and

**WHEREAS**, the Financial Incentive Package shall be distributed in accordance with the Development Agreement to Developer; and

**WHEREAS**, the establishment of a the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the District and is also intended to accompany the construction and development of other projects within the District and create a financially and economically positive impact on the District and other public or private peripheral development for the District throughout the City and County, including without limitation increased competitiveness, retail projects, jobs, and property values; and

**WHEREAS**, the City Council deems the approval of the financial assistance and incentive package for Developer to be in the best interest of the citizens of East Ridge; and

**WHEREAS**, the execution of such Agreement will further the public purposes of the Board and the District by promoting development in the District and enhancing the economic growth of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that

1. It is hereby found and determined that the assistance by the City and the Board with the Project will promote the economy and development in the State of Tennessee and City and the welfare of the citizens thereof.

2. The Development Agreement Relating to Border Region Retail Tourism Development District is hereby approved for the benefit of Developer with said funding to be derived and paid in accordance with the Border Region Tourism Development District Act, pursuant to the terms of the Development Agreement entered into by and between the East Ridge Industrial Development Board and Developer.

3. The Mayor and City Manager are hereby approved and authorized to take all actions necessary to implement this resolution.

4. The officers of the Board are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above and the performance of the Agreement, including, without limitation, taking all actions as are necessary or appropriate to file and to assist the City in filing annual cost certifications with the State of Tennessee Department of Revenue and to receive all state sales and use taxes to which the City or the IDB is entitled under the Border Region Act.

5. The officers of the Board are hereby authorized to sign any and all documents necessary to administer all funds allocated to the Board under the Border Region Act, including establishing such accounts as such officers deem appropriate to hold funds allocated to the Board, in accordance with this Resolution.

6. Pursuant to T.C.A. § 7-40-107 and in order to advance the proposed development within the District, the City Council irrevocably delegates to the Board the incremental state sales and use tax revenues payable to the City in accordance with T.C.A. § 7-40-101 *et seq.* that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act and the Development Agreement entered into between the East Ridge Industrial Development Board and Developer .

7. All other acts of the officers of the Board which are in conformity with the purposes and intent of this resolution are hereby ratified, approved and confirmed.

**BE IT FURTHER RESOLVED** that the City of East Ridge, Tennessee, hereby indicates its intention to adopt any and all further resolutions as required by applicable law to effectuate its intentions expressed herein.

**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

**DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL  
TOURISM DEVELOPMENT DISTRICT**

THIS DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT (this "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF EAST RIDGE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq., (the "IDB"), and **ER INVESTMENT, LLC** (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. ("Border Region Act"), was enacted to increase tourism and the competitiveness of the State of Tennessee ("State") with bordering states by empowering local governments to encourage the development of extraordinary retail or tourism facilities, including shopping, recreational and other activities; and

**WHEREAS**, pursuant to the Border Region Act and at the request of the City of East Ridge, Tennessee ("City"), the Commissioner of the Department of Revenue of the State has certified an area within the City as a border region retail tourism development district (the "Border Region District"); and

**WHEREAS**, after such certification, a portion of the state sales and use tax revenues collected in the Border Region District is being distributed to the City as provided in the Border Region Act (the "Allocated State Tax Revenues"); and

**WHEREAS**, a Bass ProShop store (the "Extraordinary Retail Facility") has been developed in the Border Region District as an extraordinary retail or tourism facility within the meaning of the Border Region Act; and

**WHEREAS**, Developer has proposed the development of certain property in East Ridge, Tennessee, at the following commonly known address (the "Property"):

4011 Ringgold Road, East Ridge, Tennessee	169H-A-014
---	------------

**WHEREAS**, all or some of the Property is located within the Border Region District and more particularly described or shown on **Exhibit A** attached hereto (hereinafter referred to as the "Project Property"); and

**WHEREAS**, the Developer intends to construct an economic development project within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility, such economic development project expected to be a commercial business shopping center for multi-tenant retail use; and

**WHEREAS**, most or all of the Project Property lies within the District and may be eligible for the receipt of Border Region State sales tax revenues generated by the retail business; and

**WHEREAS**, the establishment of a the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the District and is also intended to accompany the construction and development of other projects within the District and create a financially and economically positive impact on the District and other public or private peripheral

development for the District throughout the City and County, including without limitation increased competitiveness, retail projects, jobs, and property values; and

**WHEREAS**, the execution of such Agreement will further the public purposes of the Board and the District by promoting development in the District and enhancing the economic growth of the City.

**WHEREAS**, pursuant to the Border Region Act, the City is authorized to delegate to the IDB the authority to carry out any project authorized by the Border Region Act and to incur costs for the any such project; and

**WHEREAS**, by resolution of the City Council of the City, the City has made such a delegation to the IDB with respect to the Project; and

**WHEREAS**, pursuant to such delegation, the City has agreed to pay to the IDB certain portions of the Allocated State Tax Revenues described herein that are to be allocated to the City pursuant to the Border Region Act; and

**WHEREAS**, the IDB has agreed that those certain Allocated State Tax Revenues described herein will be paid to the Developer to reimburse a portion of the costs of the development of the Project as provided herein; and

**WHEREAS**, pursuant to the Border Region Act, the City and the IDB are authorized to provide such incentives or financial support in the Border Region District as they deem appropriate in support of an economic development project, within the meaning of the Border Region Act; and

**WHEREAS**, for the purpose of establishing the rights and obligations of the parties with respect to the matters described above and related matters, the parties have entered into this Agreement.

**NOW, THEREFORE**, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

**ARTICLE I  
INCORPORATION OF RECITALS AND FINDINGS OF IDB**

**Section 1.01** Incorporation of Recitals. The Recitals are an integral part of this Agreement and are incorporated herein by reference as though set forth in full herein.

**Section 1.02** Findings of the IDB. The IDB finds that, when completed, the Project described herein will generate significant sales tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant ad valorem property tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant sales tax revenue for Hamilton County and the City of East Ridge, and will create multiple employment opportunities. In addition, the IDB further finds that various site development work and improvements as proposed herein will also encourage further future commercial and economic development and/or expansion on properties adjoining and in the vicinity of Project Property and within the Border Region District and said anticipated future development will also generate sales tax revenue and ad valorem property tax revenue and will create employment opportunities. The IDB finds that an agreement whereby the City and/or the IDB provides incentives or financial support to the Developer to undertake the development of the Project to further enhance and encourage commercial retail development within the Border Region District is consistent with the authorization established pursuant to the Border Regions Act and is appropriate within the purpose, intent and meaning of the Border Regions Act, and is a cost effective and efficient use of the public funds of the City of East Ridge and the IDB. The IDB finds

that entering into this Agreement is beneficial to and in the best interests of the City of East Ridge and its citizens and further finds that the transaction described herein is beneficial, from both economic development and other perspectives, to the City of East Ridge.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.01. Representations and Warranties of Developer.** The Developer represents and warrants for the benefit of the IDB and the City as follows:

(a) **Authority.** The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(b) **Binding Obligations.** This Agreement is a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms, subject to applicable insolvency laws and equitable principles.

(c) **No Litigation.** No litigation at law or in equity or proceeding before any private individual or entity or any governmental agency involving the Developer is pending or, to the knowledge of the Developer, threatened, in which any liability of the Developer is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Developer or the performance of its obligations hereunder, including the development of the Project.

(d) **No Default.** The Developer is not in default under or in violation of, and the execution, delivery and compliance by the Developer with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of (i) any material agreement or other instrument to which the Developer is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Developer or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) **Relationship to Border Region District.** The construction and development of the Extraordinary Retail Facility and the development of the area surrounding the Extraordinary Retail Facility was an essential factor in the Developer undertaking the Project, and the economic activity generated by the Extraordinary Retail Facility will contribute materially to the economic success of the Project, which Project will provide ancillary retail support to the Extraordinary Retail Facility.

**Section 2.02. Representation and Warranties of IDB.** The IDB represents and warrants for the benefit of the Developer as follows:

(a) **Organization.** The IDB is a public non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has the power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and as hereby contemplated.

(b) **Authority.** The IDB has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the IDB.

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of the IDB enforceable against the IDB in accordance with its terms, subject to applicable insolvency laws and equitable principles; provided, however, that this subsection shall not be construed as a representation or warranty that the Commissioner of Revenue of the State of Tennessee (the "Commissioner") will accept, confirm or approve any cost certification made by the City and/or the IDB to the Commissioner under the Border Region Act.

(d) No Litigation. No litigation at law or in equity or proceeding before any governmental agency involving the IDB is pending or, to the knowledge of the IDB, threatened, in which any liability of the IDB is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the IDB or the performance of its obligations hereunder.

(e) No Default. The IDB is not in default under or in violation of, and the execution, delivery and compliance by the IDB with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of, (i) any material agreement or other instrument to which the IDB is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the IDB or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

### **ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES**

**Section 3.01. Undertaking of Development.** The Developer will cause the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without limitation a commercial business shopping center for multi-tenant retail use in substantially the manner shown on the site plan attached as Exhibit B hereto in a manner consistent with the schematic renderings attached hereto as Exhibit C. The Developer will commence construction of the Project not later than twelve (12) months following the date of this Agreement with an anticipated completion date of twenty-four (24) months following the date of this Agreement.

**Section 3.02. Prohibited Retail Uses.** During the period that the Developer is receiving payments pursuant to this Agreement, the IDB shall first be provided an opportunity to approve any replacement retail operations or business or any successor business in the Project. The Developer will not permit any use in the Project that does not generate Allocated State Tax Revenues or that is not appropriate for a first-class retail facility, including pawn shops, adult book and entertainment facilities, tanning salons, check cashing and payday loan facilities and similar types of establishments. The Developer will not permit any retail business to relocate any existing retail establishments located within fifteen (15) miles of the Border District to the Project unless the rentable retail sales space for the relocated establishment is increased by thirty-five percent (35%) or more of the existing retail establishment.

**Section 3.03. Financial Assistance to Developer.**

a) Subject to the terms and conditions of this Agreement, including without limitation the priority of payments to the Bass Pro Developer, as defined and described in Section 3.04 hereof, and in accordance with the Border Region Act, the IDB has determined that the provision of financial assistance to the Developer will further the purposes of the Border Region Act and the economic development of the City and the IDB hereby agrees to grant the Developer the amounts hereinbelow contingent upon satisfaction of the conditions provided in this Agreement.

b) Subject to the conditions set forth in this Agreement, the IDB agrees to pay or otherwise assign to the Developer annually (the "Annual Incentive Amount") for the period set forth in Section 5.19

of this Agreement an amount equal to a percentage of the Allocated State Tax Revenues attributable solely from the sales or use taxes derived from retail businesses operating on the Project Property “Project State Tax Revenues” pursuant to the Border Region Act. The percentages of the Project State Tax Revenues owed to Developer that will determine the Annual Incentive Amount are set forth herein as Section 3.03(b)(i). For purposes of making the calculation of the Annual Incentive Amount, the “base tax revenue” as defined in the Act shall be allocated proportionately based upon the sales and use taxes generated by or derived from the Project Property as to which the calculation is being made. The base tax revenue on the Project Property is estimated at seventeen thousand and 00/100 Dollars (\$17,000.00).

i. The Annual Incentive Amount owed to Developer is equal to the following percentages of the Project State Tax Revenues, subject to the base tax revenue as provided herein, which revenues are projected in the spreadsheet attached hereto as **Exhibit D**:

<b>Project State Tax Revenues shared between Developer and the City</b>	
Developer Share	City Share
70%	30%

c) It is understood that such payments are for the purpose of reimbursing the Developer all or a portion of the eligible “costs” within the meaning of the Border Region Act incurred by or on behalf of the Developer relating to the Project and/or the Project Property, including financing costs of Developer relating thereto, costs of acquisition, development, construction and improvement of the Project, and other costs identified by the Developer relating to the development of the Project and/or the Project Property that are eligible to be reimbursed under the Border Region Act.

d) The Developer shall provide a list of the eligible costs periodically, but not less than annually within thirty (30) days after the end of each of the City’s fiscal years ending on June 30<sup>th</sup> of each year (a “Fiscal Year”), for each and every eligible cost for which the Developer claims reimbursement hereunder and shall update such list from time to time on at least an annual basis as additional costs are incurred at such times as are needed to permit the City and/or the IDB to submit such costs for approval by the Developer with respect to debt incurred to finance costs related to the Project Property; provided that in no event shall the annual interest rate on the debt resulting in any interest expense to be reimbursed exceed the highest lawful rate under applicable state law if other than Tennessee or federal law or if no such other law is applicable, under the Tennessee formula rate (within the meaning of T.C.A. § 47-14-103) at the time such debt was incurred. The Annual Incentive Amount payable to the Developer pursuant to this Agreement shall be payable solely from Project State Tax Revenues allocated to the IDB. The IDB and/or the City will submit the cost certification summaries required by the Border Region Act on an annual basis and shall request a distribution from the State of all eligible Allocated State Tax Revenues, including all amounts payable to the Developer as provided in this Agreement. The parties will fully cooperate in submitting such cost certifications. The Annual Incentive Amount shall be paid to the Developer within thirty (30) days after the City receives its annual allocation of Allocated State Tax Revenues from the State of Tennessee under the Border Region Act; provided, however, any Annual Incentive Amount is expressly subject to Developer’s satisfaction of all obligations and conditions under this Agreement and the priority of payments to the Bass Pro Developer, as described in Section 3.04 hereinbelow.

**Section 3.04. Effect of Bass Pro Developer Allocation.** The Developer acknowledges that the City and the IDB have previously agreed to pay to Exit One LLC (the "Bass Pro Developer"), as the developer of the Extraordinary Retail Facility, and affiliates of the Bass Pro Developer an annual amount equal to the Allocated State Tax Revenues derived from the parcel on which the Extraordinary Retail Facility is located and certain other parcels (the "Bass Pro Developer Parcels") plus the Allocated State Tax Revenues derived from the first \$10,000,000 of incremental sales above the base sales (as calculated pursuant to the Border Region Act) in the Border Region District (other than Bass Pro Developer Parcels)

prior to the creation of the Border Region District as provided in that certain Development and Allocation Agreement Relating to Border Region Retail Development District dated as of June 20, 2014, between the IDB and the Bass Pro Developer (the "Bass Pro Development Agreement"). If in any future Fiscal Year, the incremental sales in the Border Region District (other than from the Bass Pro Developer Parcels) are not in excess of \$10,000,000 due to business closures or other unexpected reasons, the Developer acknowledges that the City and the IDB will not have sufficient unencumbered Allocated State Tax Revenues derived from such Fiscal Year to pay the Annual Incentive Amount to the Developer because all or a portion of the Allocated State Tax Revenues derived from the Project Property would be required to be used to make the required payment to the Bass Pro Developer. In any year in which the available Allocated State Sales Revenues are not sufficient to pay the Annual Incentive Amount to the Developer and similar annual incentives to other property owners or developers in the District, the amount paid to the Developer and other recipients of similar annual incentives shall be reduced proportionately based upon the respective Allocated State Tax Revenues received from the respective parcels as to which the incentives relate. If the Allocated State Tax Revenues for any Fiscal Year are insufficient to pay the Annual Incentive Amount for the reasons described in this Section, the shortfall shall be payable from Allocated State Tax Revenues relating to future Fiscal Year in which the incremental sales (other than from the Bass Pro Developer Parcels) as described above are at least \$10,000,000 subject to any other incentive commitments of the City and the IDB, which commitments shall be paid prior to any shortfall being paid.

**Section 3.05. Identification of Applicable State Sales and Use Tax Revenues from Project Property and Incremental Tax Revenues.** The Developer and the IDB will cooperate fully in identifying no later than thirty (30) days after each June 30 the amount of sales on the Project Property that are subject to state sales or use tax and that produced Allocated State Tax Revenues for the annual period ending on such June 30. In the event such sales data is not publicly available, the parties will use their best efforts to estimate the amount of such sales.

**Section 3.06 Conversion to Financing.** The IDB acknowledges that the Developer may desire in the future to finance costs incurred by the Developer with respect to the development of the Project and may desire to pledge the Project State Tax Revenues payable to the Developer hereunder to such financing and/or to request the IDB to issue bonds payable from such Project State Tax Revenues, the proceeds of which would be loaned to the Developer to reimburse the Developer for eligible costs. Upon the request of the Developer to assist with such financing, the IDB agrees to cooperate fully with the Developer, at the Developer's expense, to accomplish such financing and will negotiate in good faith such amendments to this Agreement as are necessary to enable such financing, provided such amendments do not increase any liabilities or create recourse financial obligations of the IDB or the City.

**Section 3.07. Lender Estoppels.** At the request of the Developer, the IDB shall agree to sign (and the IDB shall request the City to sign) such consents, estoppel agreements and other certificates as may be reasonably requested by any lender to the Developer relating to a loan to finance or refinance the cost of the Project so as to provide assurances to such lender that the payments to be made to the Developer under this Agreement have been properly assigned to such lender.

**Section 3.08. Reporting Requirements.** The IDB will submit or cause the City to submit the annual reports and certifications required by the Border Region Act in order to receive annual disbursements of Allocated State Tax Revenues pursuant to the Border Region Act. At the request of the IDB, the Developer will cooperate fully with the City and the IDB in connection with the submission of the reports and certifications described in this Section. In connection with such submissions, the Developer will provide the City and the IDB with an annual list of all eligible costs and supporting documentation relating thereto.

**Section 3.09. Good and Workmanlike Manner.** Developer shall perform the site improvement, construction and/or development of the Project in a good and workmanlike, lien-free manner in accordance

with all applicable legal requirements and regulations. Developer hereby grants to the IDB, its contractors, agents and employees, a temporary license to enter upon any portion of the Project Property for the purpose of inspecting all or any part of the site improvement, construction and/or development of the Project.

**Section 3.10. Warranty.** Developer warrants to the IDB that all materials and equipment furnished in connection with the site improvement, construction and/or development of the Project shall be of good quality and new unless otherwise specified, and that all such work shall be of good quality, free from faults and defects. If required by the IDB, Developer shall furnish evidence that is satisfactory to the IDB as to the kind and quality of materials and equipment.

**Section 3.11. Termination.** The obligations of the IDB under this Agreement shall terminate upon the payment of the final Annual Incentive Amount to Developer as provided in Section 5.19 hereof.

**Section 3.12 Compliance with Other Legal Requirements.** The Developer acknowledges and agrees that this Agreement does not and shall not be construed to indicate or imply that the IDB, acting as a regulatory or permitting authority or as an instrumentality of the City, as granted or is obligated to grant or has the authority to grant any approval or permit required by law for the development of the Project. The Developer agrees to obtain and comply with all permits, licenses and governmental approvals required for the development of the Project and, upon completion of the Project, to maintain the Project in compliance with all legal requirements applicable thereto. The Developer furthermore agrees, during the term of this Agreement, to pay all taxes levied against the Project Property on or before the date that such taxes would be delinquent.

#### **ARTICLE IV EVENTS OF DEFAULT AND REMEDIES**

**Section 4.01. Event of Default.** The occurrence and continuance of any of the following events shall constitute an "Event of Default":

(a) failure of the Developer to perform any of its obligations under this Agreement after written notice is given to the Developer of such failure and the Developer has not cured such failure within sixty (60) days of such notice; or

(b) any material representation, warranty, certification or other statement made or deemed made by Developer in this Agreement or in any statement or certificate at any time given by Developer in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect as of the date made; or

(c) a court of competent jurisdiction shall enter a decree or order for relief in respect of Developer in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order is not stayed, or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Developer under any applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Developer, as the case may be, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of Developer for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Developer, and any such event described in this clause (ii) shall continue for sixty (60) days without having been dismissed, bonded or discharged; or

(d) Developer shall have an order for relief entered with respect to it or shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Developer shall make any assignment for the benefit of creditors, or Developer shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or Developer shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to herein or in Section 3.01(c);

(e) Developer enters into an agreement, arrangement or association with any other entity or individual(s), directly or indirectly, including any agreement, arrangement or association with such other entity's officers, owners, directors, agents, affiliates, or associates, that results in, or is intended to result in, or would result in, the decrease or loss of Allocated State Tax Revenues that the City or IDB may realize or be entitled to under this Agreement, including the City's share under Section 3.03 of this Agreement, or under the Border Region Act; or

(f) Developer enters into, without first obtaining written approval by the City and IDB, an agreement, arrangement or association relative to the Project Property or the Project with any other entity or individual(s), directly or indirectly, including any agreement, arrangement or association with such other entity's officers, owners, directors, agents affiliates, or associates, that has or have previously entered into a Border Region development agreement with the IDB and/or City.

**Section 4.02. IDB & City Remedies.** If a Developer Event of Default occurs hereunder, the IDB may terminate this Agreement upon written notice to the Developer at which time all of the rights and privileges of the Developer hereunder shall cease and be of no further force or effect. Additionally, if the Event of Default is triggered as a result of Section 4.01(e) or 4.01(f), then the IDB and the City shall be entitled to, in addition to all other remedies available at law or as provided in this Agreement, an amount equal to all Allocated State Tax Revenues generated from the Project Property, including Developer's portion of the Allocated State Tax Revenues as provided in Section 3.03 hereof, and all attorneys' fees, costs and expenses incurred by the IDB or the City in connection with enforcing the terms of this Agreement, including all appellate costs, attorneys' fees and expenses.

**Section 4.03. Waiver.** No failure by the IDB to exercise any right, remedy, or option under this Agreement or any present or future supplement hereto, or delay by the IDB in exercising the same, will operate as a waiver thereof. No waiver by the IDB will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by the IDB on any occasion shall affect or diminish the IDB's rights thereafter to require strict performance by the Developer of any provision of this Agreement. The IDB's rights under this Agreement will be cumulative and not exclusive of any other right or remedy which the IDB may have.

## **ARTICLE V MISCELLANEOUS**

**Section 5.01. IDB Liability. No Personal Liability; No City Liability.** THE LIABILITY OF THE IDB FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S INTEREST IN ANY ALLOCATED STATE TAX REVENUES PAYABLE TO THE IDB FROM THE BORDER REGION DISTRICT AND NOT PLEDGED AND, OTHERWISE NOT ENCUMBERED. THE IDB SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB. NO OTHER PROPERTY OR ASSETS OF THE IDB SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF

REMEDIES OF THE DEVELOPER HEREUNDER OR RELATING HERETO. UNDER NO CIRCUMSTANCES SHALL THE IDB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY WAIVED BY THE DEVELOPER. NO RECOURSE SHALL BE HAD FOR ANY CLAIM BASED UPON ANY OBLIGATION, COVENANT OR AGREEMENT IN THIS AGREEMENT OR ANY TRANSACTION OR MATTER RELATING HERETO AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, COUNSEL OR AGENT OF THE IDB, WHETHER DIRECTLY OR INDIRECTLY, AND ALL SUCH LIABILITY OF ANY SUCH INDIVIDUAL AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE IDB ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE DEVELOPER MAY ENFORCE THE TERMS OF THIS AGREEMENT THROUGH A CLAIM FOR SPECIFIC PERFORMANCE. THE DEVELOPER ACKNOWLEDGES THAT THE CITY IS A SEPARATE ENTITY FROM THE IDB, AND IN NO EVENT SHALL THE CITY BE RESPONSIBLE FOR THE PERFORMANCE OF ANY OBLIGATIONS OF THE IDB HEREUNDER OR LIABLE FOR ANY CLAIMS AGAINST THE IDB HEREUNDER.

**Section 5.02. Indemnity.** The Developer shall indemnify the IDB and the City and their successors and assigns, and every director, officer, employee, counsel and agent of the IDB (individually, an "Indemnitee") with respect to, and hold each Indemnitee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnitee in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnitee, in any way relating to or arising out of this Agreement (other than as a result of a breach hereof by the IDB), or the development of the Project or the submission of any certificate or report to the State by the IDB or the City in reliance on information provided by the Developer ("Indemnification Liabilities"). The Developer shall reimburse each Indemnitee on demand from time to time for all Indemnification Liabilities incurred by such Indemnitee. Each Indemnitee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 5.02 shall survive the termination of this Agreement.

**Section 5.03. Assignment.** The Developer may not assign or transfer this Agreement, or any interest of the Developer hereunder, without the prior written consent of IDB. Any such assignment shall not relieve the Developer of its liability for the performance of its duties and obligations hereunder unless IDB consents to such release. If Developer is a corporation, limited liability company, unincorporated association, or partnership, a transfer, assignment or hypothecation of any stock or interest in such corporation, company, association or partnership by any stockholder or partner so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Agreement, shall be deemed to be an assignment of this Agreement. Any transfer of this Agreement from Developer by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Agreement and shall be a violation of this Section. Notwithstanding, the Developer shall be permitted to assign and grant a security interest in its right to receive payments under this Agreement as security for a loan to finance or refinance the cost of the Project. In the event any assignment occurs in violation of this Section, neither the IDB nor the City shall be obligated to assign or otherwise pay any Annual Incentive Amount to any assignee unless otherwise agreed to by the IDB.

**Section 5.04. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. For purposes of this Agreement, Developer's heirs and/or estate shall be considered a permitted assignee and successor.

**Section 5.05. Notices.** Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the Business Day (as defined below) following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third (3<sup>rd</sup>) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

*If to the Developer to:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If to the IDB to:*

The Industrial Development Board for the City of East Ridge  
1517 Tombras Avenue  
East Ridge, TN 37412  
Attention: Chairman

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

**Section 5.06. Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Venue for any action arising out of this Agreement shall be exclusively in Hamilton County, Tennessee.

**Section 5.07. Entire Agreement.** This Agreement supersedes all prior discussions and agreements between the IDB and the Developer with respect all matters contained herein. This Agreement contains the sole and entire understanding between the IDB and the Developer with respect to the transactions contemplated by this Agreement.

**Section 5.08. Amendment.** This Agreement shall not be modified or amended in any respect except by written agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed.

**Section 5.09. Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 5.10. Captions.** All captions, headings and section and paragraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections, paragraphs or subparagraphs by number refer to the particular section, paragraph or subparagraph so numbered in this Agreement unless reference to another document or instrument is specifically made.

**Section 5.11. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

**Section 5.12. Expenses.** Each party shall promptly pay all of their own costs and expenses incurred in connection with the performance of their obligations under of this Agreement.

**Section 5.13. Term.** Unless terminated earlier as provided herein, this Agreement shall be effective as of the date hereof and shall remain in effect until the parties have performed all of their obligations hereunder or until terminated upon default or by mutual agreement of the parties and the City or their successors and assigns.

**Section 5.14. No Government Limitation.** This Agreement shall not be construed to bind any other agency or instrumentality of federal, state or local government in the enforcement of any regulation, code or law under its jurisdiction.

**Section 5.15. Time of the Essence.** Time shall be of the essence in the performance of the terms and conditions of this Agreement.

**Section 5.16. Business Days.** For purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Tennessee. If any date on which performance or notice is due under this Agreement is not a Business Day, performance or notice shall not be due until the next Business Day.

**Section 5.17. Approvals by IDB.** Any actions in furtherance of the IDB's approval or performance of this Agreement may be carried out by a duly authorized representative of the IDB and does not require the signature(s) of the entire board of directors of the IDB, unless specifically provided otherwise herein or by the IDB's bylaws or by applicable law.

**Section 5.18. Approvals by City and Intended Beneficiary.** This Agreement is subject to the approval of the East Ridge City Council. Additionally, it is understood by Developer that the City is an intended beneficiary of this Agreement and has the same rights and remedies provided in this Agreement, and may, independent of the IDB, seek to enforce such rights and remedies against the Developer to the extent the City may deem such enforcement necessary or advisable to protect its rights or the rights of the IDB hereunder.

**Section 5.19. Payment Obligation Term.** The term for the payment obligations as provided in Section 3.03 of this Agreement shall commence only upon the Project having been in operation and generating taxable retail sales for the entirety of a fiscal year defined as July 1 through June 30 of the subsequent year, and continuing until the Border Region District is dissolved in accordance with T.C.A. § 7-40-104(d) or upon the date on which the eligible cost of the Project have been fully paid, whichever occurs sooner.

*[Signature pages to follow]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF EAST RIDGE, TENNESSEE,**  
a Tennessee Public Nonprofit Corporation

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

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared \_\_\_\_\_, to me known and known to me to be the authorized representative for the Industrial Development Board of the City of East Ridge, Tennessee, and who acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested by said board as the free act and deed of said board for the purposes therein expressed.

WITNESS my hand and official seal this \_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ER INVESTMENT, LLC,**  
a Tennessee limited liability Company

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

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared \_\_\_\_\_, to me known or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District as his free act and deed for the purposes therein expressed, on behalf of **ER Investment, LLC**.

WITNESS my hand and official seal this \_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

The City of East Ridge, Tennessee, executes this Assignment to evidence it's consent to the Development Agreement Relating To The Border Region Retail Tourism Development District with ER Investment, LLC.

**THE CITY OF EAST RIDGE, TENNESSEE,**  
a Tennessee Municipality

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

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared \_\_\_\_\_, to me known and known to me to be the authorized representative for the City of East Ridge, Tennessee, and who acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested by said City as the free act and deed of said City for the purposes therein expressed.

WITNESS my hand and official seal this \_\_ day of \_\_\_\_\_ 2025.

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

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

**EXHIBIT A:**  
*Property Legal Description*

All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee, being more particularly described as follows:

Beginning at a chiseled "X" in a concrete gutter at the intersection of the Northerly right of way of U.S. Highway 41 (a/k/a Ringgold Road, having a width of 80 feet) and the Westerly right of way of Belvoir Avenue (having a width of 65 feet); thence along said Highway 41 South 89 degrees 38 minutes 58 seconds West 164.80 feet to a chiseled "X" in a concrete curb; thence leaving said Highway 41 North 00 degrees 38 minutes 29 seconds West 149.52 feet to an iron pin found; thence North 89 degrees 23 minutes 00 seconds East 215.10 feet to an iron pin found on the Westerly right of way of Belvoir Avenue; thence along Belvoir Avenue South 17 degrees 52 minutes 07 seconds West 158.46 feet to the point of beginning, as shown on survey by Hensley-Schmidt, Inc., dated September 13, 1989, identified as drawing number 9731-018.

Being the same property conveyed to ARP-Gold-4011 Ringgold Road LLC, a Delaware limited liability company in Book G15605, Page 902, Register's Office for Hamilton County, Tennessee.

ARP-Gold-4011 Ringgold Road LLC, a Delaware limited liability company is now known as RI TN 1, LLC, pursuant to Certificate of Merger of record in Book G16922, Page 301, Register's Office for Hamilton County, Tennessee.

LESS AND EXCEPT the fee parcel vested in the State of Tennessee pursuant to Order of Possession of record in Book GI 12406, page 971, Register's Office for Hamilton County, Tennessee.

**EXHIBIT B:**  
*Site Plan*



**EXHIBIT C:**  
*Schematic Renderings*



**EXHIBIT D:**  
*Annual Incentive Schedule*

**4011 Ringgold Road**

Fiscal Year	Taxable Sales	Border Region % 0.04125	Baseline	Net Total (Border Region-Baseline)	Developer Allocation (70%)	City Allocation (30%)
2026	\$1,800,000	\$74,250	\$17,000	\$57,250	\$40,075.0	\$17,175.0
2027	\$1,836,000	\$75,735	\$17,000	\$58,735	\$41,114.5	\$17,620.5
2028	\$1,872,720	\$77,249.70	\$17,000	\$60,250	\$42,174.8	\$18,074.9
2029	\$1,910,174	\$78,794.68	\$17,000	\$61,795	\$43,256.3	\$18,538.4
2030	\$1,948,378	\$80,370.59	\$17,000	\$63,371	\$44,359.4	\$19,011.2
2031	\$1,987,345	\$81,977.98	\$17,000	\$64,978	\$45,484.6	\$19,493.4
2032	\$2,027,092	\$83,617.55	\$17,000	\$66,618	\$46,632.3	\$19,985.3
2033	\$2,067,634	\$85,289.90	\$17,000	\$68,290	\$47,802.9	\$20,487.0
2034	\$2,108,987	\$86,995.71	\$17,000	\$69,996	\$48,997.0	\$20,998.7
2035	\$2,151,167	\$88,735.64	\$17,000	\$71,736	\$50,214.9	\$21,520.7
2036	\$2,194,190	\$90,510.34	\$17,000	\$73,510	\$51,457.2	\$22,053.1
2037	\$2,238,074	\$92,320.55	\$17,000	\$75,321	\$52,724.4	\$22,596.2
2038	\$2,282,835	\$94,166.94	\$17,000	\$77,167	\$54,016.9	\$23,150.1
2039	\$2,328,492	\$96,050.30	\$17,000	\$79,050	\$55,335.2	\$23,715.1
2040	\$2,375,062	\$97,971.31	\$17,000	\$80,971	\$56,679.9	\$24,291.4
2041	\$2,422,563	\$99,930.72	\$17,000	\$82,931	\$58,051.5	\$24,879.2
2042	\$2,471,014	\$101,929.33	\$17,000	\$84,929	\$59,450.5	\$25,478.8
2043	\$2,520,435	\$103,967.94	\$17,000	\$86,968	\$60,877.6	\$26,090.4
2044	\$2,570,843	\$106,047.27	\$17,000	\$89,047	\$62,333.1	\$26,714.2
2045	\$2,622,260	\$108,168.23	\$17,000	\$91,168	\$63,817.8	\$27,350.5
2046	\$2,674,705	\$110,331.58	\$17,000	\$93,332	\$65,332.1	\$27,999.5
2047	\$2,728,199	\$112,538.21	\$17,000	\$95,538	\$66,876.7	\$28,661.5
<b>TOTAL:</b>	<b>\$49,138,169</b>	<b>\$2,026,949</b>		<b>\$1,652,949</b>	<b>\$1,157,065</b>	<b>\$495,885</b>

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

AGENDA MEMORANDUM

**Police Vehicle Purchase**

Date: 8/14/2025

Submitted by:

Clint Uselton, Police Chief

SUBJECT:

The East Ridge Police Department requests approval to purchase six (6) Ford Interceptor SUVs under State Contract SWC 209 from Lonnie Cobb Ford. These vehicles will be fully outfitted for patrol use and assigned to front-line officers.

Each patrol vehicle is priced at **\$57,440.00**, bringing the **total purchase cost to \$344,640.00**. Of this amount, **\$12,894.00 per vehicle** (a total of **\$77,364.00**) will be covered from the drug fund and the remaining balance of **\$267,276.00** will be paid from the general fund. This purchase was included in the budget for the current fiscal year.

Attachment: vehicle quotes



Prepared by: STEVEN BLACKSTOCK  
07/17/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

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## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

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### Re: Vehicle Proposal 07/17/2025

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To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**STEVEN BLACKSTOCK**

SWC 209  
Lonnie Cobb Ford contract # 84711



Prepared by: STEVEN BLACKSTOCK  
07/17/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

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## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

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# Warranty

### Standard Warranty

#### *Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

#### *Powertrain Warranty*

Powertrain warranty ..... 60 months/100,000 miles

#### *Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

#### *Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

#### *Hybrid/Electric Components Warranty*

Hybrid/electric components warranty ..... 96 months/100,000 miles

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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
07/17/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

### As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$49,515.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - GVWR: 6,840 lbs (3,103 kgs) - Tires: 255/60R18 AS BSW - Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	N/C
99B	Engine: 3.3L V6 Direct-Injection <i>(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	-\$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
07/17/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at <a href="https://fordpro.com/en-us/telematics/">https://fordpro.com/en-us/telematics/</a> or call 1-833-811-FORD (3673).</p> <p><i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.</i></p> <p><i>Includes:</i>            - SYNC Phoenix Communication &amp; Entertainment System  <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i></p>	
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable	\$80.00
	<i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
425	50-State Emissions System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	
YZ_01	Oxford White	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
tint	tint	\$195.00
light package	light package	\$10,905.00
	<i>Roof mounted lightbar            push bumper            console with cupholder and armrest            dual gunlock            prisoner transport cages - full front            siren and speaker            headlight led's - corners            headlight wig wag            tail light flasher            (4) LED's on front of pushbumper            led's on side of pushbumper            under mirror lights            led's in rear side quarter glass            (2)_Led's on liftgate            (2) led's in lower bumper cover            led's on inside lip of liftgate            rear seat window guards</i>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
07/17/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

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## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

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### As Configured Vehicle (cont'd)

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
mamba mount	mamba mount computer mount	\$699.00
headlight wraps	headlight wraps and pit bars	\$1,095.00
<b>SUBTOTAL</b>		<b>\$60,659.00</b>
Destination Charge		\$1,595.00
<b>TOTAL</b>		<b>\$62,254.00</b>

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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK  
07/17/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

## Pricing Summary - Single Vehicle

		<b>MSRP</b>
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$49,515.00
Options		-\$1,750.00
Colors		\$0.00
Upfitting		\$12,894.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
<b>Subtotal</b>		<b>\$62,254.00</b>
<i>Pre-Tax Adjustments</i>		
<b>Code</b>	<b>Description</b>	<b>MSRP</b>
fleet discount	fleet discount	-\$4,814.00
<b>Total</b>		<b>\$57,440.00</b>

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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

AGENDA MEMORANDUM

**Patrol Rifle System Purchase**

Date: August 14, 2025

Submitted by:

Josh Creel, Assistant Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department wishes to purchase 13 (thirteen) patrol rifle packages to replace aging equipment. The packages include rifle, magazines, sights, sling, and a suppressor.

The vendor and manufacturer, Troy Industries, is in Clarksville, Tennessee. The Troy TPR 11.5" rifle is designed to function with their Kryptos Suppressor as a system, allowing for a more maneuverable total length while maintaining functionality and usability for the officer. The system also is designed to maintain zero when the suppressor is removed and reinstalled.

The addition of the Kryptos suppressor adds 4" to the overall length of the weapon, shifts the weight towards the center of gravity, and reduces the overall sound signature of the system to hearing-safe levels. The suppressors will **NOT** quieten the muzzle report of the rifle to a level that makes them silent or near silent, rather it functions much like the muffler on an automobile. The reduced sound level afforded by the device would still be approximately 138.5 decibels and only serve to protect the hearing and operational capability of the user and any bystanders.

The total cost of the rifle systems is \$23,114.00 and was included in the budget.

Attachments:    -Sole Source Letter  
                      -Quote  
                      -Product Information



Quote Number: 10207

**QUOTE**

Page: 1 of 2

<p><b>Quote To:</b></p> <p>East Ridge Police Dept          1517 Tombras Avenue          East Ridge TN 37412          USA</p> <p>Phone: _____ Fax: _____</p>	<p><b>Date:</b> 6/17/2025</p> <p><b>Expires:</b> 7/17/2025</p> <p><b>Reference:</b></p> <p><b>Sales Person:</b> Ron Rogers</p> <p><b>Fax:</b>          rrogers@troyind.com</p>
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USD

Line	Part	Rev	Expected Qty	Unit Price	Ext. Price
	<b>Description</b>	<b>Drawing</b>			
1	SSBR-TPR2-11BT-C7 SBR, TPR2, 11.5 Troy Suppressor Compatible Flash Hider, 5.56, Cstm7 - BLK	-	13.00 EA	1,099.00	14,287.00
	- QUANTITY BREAKS -				
	<b>Quantity</b>			<b>Unit Price</b>	
	1.00 EA			1,099.00 /1	
2	SSIL-556-KRP5-BT TPRS 5.56 Short Chambered OTB Kryptos - BLK	-	13.00 EA	649.00	8,437.00
	- QUANTITY BREAKS -				
	<b>Quantity</b>			<b>Unit Price</b>	
	1.00 EA			649.00 /1	

<b>QUOTE - Miscellaneous Charge -</b>	
Description	Ext. Price
1.) Shipping Charge	390.00

Lines Total	22,724.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	390.00
<b>Quote Total</b>	<b>23,114.00</b>



Quote Number: 10207

QUOTE

Page: 2 of 2

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*"These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations."*



1575 CORPORATE PARKWAY BLVD.  
CLARKSVILLE, TN 37040  
866-788-6412  
WWW.WORLDOFTROY.COM

**RON ROGERS**  
**DIRECTOR LAW ENFORCEMENT SALES & TRAINING**  
[RROGERS@TROYIND.COM](mailto:RROGERS@TROYIND.COM)  
413-846-3276

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Date: July 01, 2025,

To: Josh Creel, East Ridge Police Dept. East Ridge TN.

From: Ron Rogers, Director, Law Enforcement Sales & Training

SUBJECT: Sole Source Characteristics of the Troy Patrol Rifle

Dear Josh,

Sir, I am writing to you to highlight the characteristics that make our TROY® Industries Troy Patrol Rifle (TPR) weapon system proprietary and only available solely through Troy Industries. To do this, I have divided this memo into two sections. First, the technical specifications of the Troy Patrol Rifle. Second, the company profile, which outlines the origins of the company's industry leading innovation.

***Technical Specifications of the Troy Patrol Rifle:***

The Troy Patrol Rifle weapon system was designed as a "turnkey" package that includes many of the approximately 60 patents TROY® has on the ArmaLite Rifle (AR-15). For this reason, these unique specifications are proprietary to TROY®. These technical specifications are offered only by TROY® and most are present in the TPR system. They are as follows:

1. TPRS Muzzle device- The Troy Patrol Rifle Suppressor (TPRS) muzzle device is solely available at TROY® Industries. This muzzle device is designed to accept TROY®'s revolutionary over the barrel reflex suppressor. All TPR weapon systems come standard with this muzzle device.
2. The TROY® TPR Suppressor- The TPRS is a revolutionary, over the barrel, reflex suppressor that is manufactured only at TROY®. This suppressor retains capabilities that no other suppressor in its class can achieve. Our suppressor reduces sound more than any other suppressor in its class, has no shift in zero, and reduces back pressure significantly. These capabilities are due to the unique method of manufacturing that TROY® uses to create the suppressor. Currently, only law enforcement entities can purchase this suppressor from TROY®.
3. TROY® Flip up Tritium Battlesights- TROY® battle sights are the flag ship product of the company and has been for 20 years. These patented battle sights are only made by TROY® in Clarksville, TN.

4. TROY® Squid Grips- Every TPR comes with TROY®'s patented squid grips. These are M-Lok rubber silicon inserts that will fit into any M-Lok rail. These inserts differ from other companies' design because it allows air to pass through the M-Lok slot thereby venting heat.
5. TROY® Battle Rail- the battle rail that comes on the TPR is unlike any other manufacturer's rail. Although it shares the characteristics common to most free float M-Lok rails, two features qualify this rail as proprietary and sole source: the wall thickness of the rail, and the patented attachment to the upper receiver of the firearm. The industry standard for wall thickness for M-Lok free float rails is 60 thousandths of an inch. Our rails are made with 100 thousandths of an inch. This feature combined with the unique machine texturing and M-Lok slot placement make this specification solely available from TROY®. The way the rail attaches to the upper receiver is a patent that uses a mil-spec barrel nut to secure the rail to the upper receiver, using what the company describes as TROY® "Alpha Clamps." The result is that our rails are far more secure than any other attachment method on the market.
6. TROY® Duty Trigger Pack- TROY® offers a trigger group that includes a proprietary disconnecter manufactured out of precision ground S7 tool steel cut on a wire EDM machine. Although other companies have used S7 tool steel in triggers, TROY®'s use of the EDM machine to cut disconnectors to the most precise dimensions is unique. The disconnectors are gas phased nitride treated to harden the outer layer but keep a supple core that will not snap. This method of creating a disconnecter and the material used is five times more expensive than our competitors, but we continue to manufacture disconnectors this way because this component is the most essential part in the ArmaLite Rifle.
7. TROY® Enhanced Recoil Reducing Buffers- Every TPR comes with TROY®'s proprietary two-piece buffer. This buffer is manufactured with a "head" and "tail," that reciprocate in the buffer assembly reducing felt recoil. Unlike standard buffers that other manufacturers use, TROY®'s two-piece buffer does not contain rubber ball bearings that will wear out over time. The TROY® buffer is designed to last decades of service in an agency.
8. The TROY® Pneuma Gas Diverting Charging Handle- Many companies have endeavored to create a charging handle that diverts gas blow back from a suppressor. Most companies use only one channel on the top of the charging handle, TROY® uses two, one on the bottom and one on the top which diverts gas in a superior way. This unique feature combined with a latch that is approximately three times the size of a mil-spec charging handle latch, and ambidextrous wings, make this assembly solely available from TROY® Industries.
9. TROY® barrel print- The TPR utilizes a uniquely designed barrel that has an enhanced receiver extension and build up on the chamber. Our rifles are perfectly gassed with gas ports drilled to the exact specifications to fire the weapon system suppressed or unsuppressed. The TPR has been documented by two independent law enforcement tests to shoot half inch groups at 100 yards.

These specifications, and others not mentioned, combined with the inclusion of (4) TROY® battle magazines, a TROY® two-point adjustable padded sling, and two QD swivels, make the TPR weapon system solely available from TROY® industries. Any other entity in the firearms industry looking to sell agencies the TPR must source it directly from TROY®.

## ***Company Profile:***

Troy Industries, Inc. is a corporation headquartered in Clarksville, Tennessee, specializing in the design, manufacture, and marketing of advanced arms systems, components, and accessories. Established in 2003 to manufacture and sell its signature back-up iron sights, TROY® now sells quality accessories and rifles throughout the United States and in countries around the world.

Massachusetts State Trooper and Air Force Reservist Stephen P. Troy Jr. established TROY® to ensure that the highest-quality and most durable products were available for government, law enforcement, and commercial customers. Over the past twenty years, TROY®'s product line has expanded to include more than 300 products all made in the U.S.A. and designed to function consistently and reliably under a multitude of conditions.

TROY® products have been sold to United States and international government and law enforcement entities, including the United States Army Special Forces, Naval Surface Warfare, USMC MARSOC, FBI, IRS, Department of Defense (DOD), US Marshall Service, the BATFE, the US Capitol Police, the United States Park Police, the French MOD, the Colombian National Police and Military, the Israeli Defense Forces, the Czech Republic Armed Forces, and the Turkish MOD. TROY supplies many law enforcement agencies within the United States, including the Amherst Police, Clarksville Police, Franklin County Sheriff's Dept., New Braintree Police, The Metro Nashville Police Department, West Springfield Police, Longmeadow Police, East, Longmeadow Police, the Guilford County Sheriff's Department, Anaheim Police Department, Austin Police Department, Pittsburgh Police Department, the St. Petersburg Police Department and the Tennessee Bureau of Investigation to name but a few. Additionally, TROY® products are used in the advanced weapons of major commercial arms manufacturers such as Smith & Wesson, Colt, Sturm Ruger & Co., Sig Sauer, Viking Tactics, Heckler and Koch, CZ, POF-USA Patriot Ordnance Factory, Titan Defense, LaRue Tactical, LWRC International, Noveske Rifleworks, and HK Defense.

Our founder Stephen P. Troy's commitment to service, coupled with his passion for designing high-performance weapons, has driven and inspired his law enforcement, military and business careers. Early in his military career, Steve began a serious exploration of what would become a lifelong passion—the expert use and development of small arms. He took advantage of every opportunity to train, and earned certifications in weapons ranging from the M-16 rifle to the M-60 machine gun. During his military career, Steve was called to active duty twice and served in the Middle East, where he expanded upon his training in small arms development and counterterrorism. Steve began his law enforcement career in 1998, serving as a Massachusetts State Trooper for 12 years.

Troy Industries, with its unrelenting focus on quality and innovation, has enjoyed phenomenal growth, beginning with TROY®'s flagship product the Folding BattleSights™ and growing to include rails, slings, weapon upgrades, and full rifles. We have recently added a superior line of silencers to our product offerings, among the quietest in the industry.

Iconic firearms manufacturers, including Smith & Wesson®, Sturm Ruger & Company® and LaRue Tactical®, took notice and began incorporating TROY® products in their weapons. Today, TROY® continues as a proud OEM supplier of small arms accessories in addition to designing and manufacturing its own signature firearms geared toward Special Operations, law enforcement specialists, and the discerning shooter.

TROY® is ISO 9001:2015 certified and holds current SOT and Federal Firearms licenses as a manufacturer, importer, and retailer. TROY® has been exporting its quality products since 2010 and carries a full line of ECCN #0A501 firearms and accessories which it regularly exports. Additionally, TROY® is DDTC registered, specializing in USML Category I silencers and firearms. TROY® has assembled an experienced exporting team which is not only well-trained, but which also understands the dynamics of working with all U.S. government agencies including State Department, Commerce Department, and Customs to ensure compliant and timely deliveries of product. The TROY® team is also experienced in supply-chain logistics, working with freight forwarders to move shipments quickly and efficiently, while keeping options cost-effective. TROY® is a well-established global exporter throughout the European continent, Africa, Canada, South America and the Middle East.

Additionally, TROY® maintains a rigorous compliance program which is continuously updated. The company prides itself on working closely with international customers to navigate the legal and compliance requirements on both ends of the exporting chain. TROY® utilizes a proactive management approach and scheduling methodology. To accommodate its tremendous growth in its early years, TROY® implemented an ERP system, to provide a streamlined approach to the way TROY® plans and executes all tasks company-wide and which resulted in improved productivity in every area from engineering, manufacturing, sales, and finance. TROY®'s diligent Quality Management Team ensures that the products our customers purchase are reliable and durable. With its in-house Engineering Department, TROY® is able to produce new product and modify existing product to meet customer specifications, and has done so for previous clients including the Taiwan Marines and the Colombian National Police. We are skilled at providing upgrade options, designed to meet our customers' unique needs. TROY®'s dedicated and experienced Armorer's personnel provide support to our customers. This team can also provide Armorer's Training to international partners either at TROY® or at a site of the Customer's choosing. TROY® is also able to provide tactical training on an as needed basis to optimize the customer's experience with our firearms and weapons kits.

When you purchase a TROY® product, you have Steve Troy's personal assurance of its integrity and that it exceeds the highest possible standards and levels of quality control. After all, his name is on everything we make. Whatever your need, there's only one name to remember: TROY®

Respectfully,

Ron Rogers

# TROY PATROL RIFLE (TPR) 11.5"



SAFEGUARD YOUR  
LIFE AND OTHERS

The 11.5" TROY Patrol Rifle (TPR) is our latest weapon platform designed to dominate the close quarters battle space. When you're looking for a rifle built from the ground up with law enforcement proven components, a rifle that doesn't compromise the ergonomics, reliability, and accuracy demanded when lives are on the line, choose the TROY TPR.



# TROY





**MADE IN USA**



# FEATURES

## **Forged upper with either the TROY X-Series or GEN 2 SOCC rail:**

- o 9.6" M-LOK® rail
- o Troy patented quad-lock mounting system that won't shift zero
- o Four anti-rotation, quick-detach sling swivel mounts

## **• 11.5" barrel**

- o Carbine-length gas system for flawless reliability

## **• Each rifle comes with your choice of:**

- o TROY Angled Foregrip
- o SOCC VFG.

## **• TROY Tritium BattleSights: choice of -**

- o Standard Folding
- o 45° Offset (for LPVO equipped rifles)

## **• Two variants:**

### **o Suppressor compatible**

Equipped with the TROY TPRS Muzzle Brake.  
Accepts the TROY Suppressor.

### **o Non-suppressor compatible**

Equipped with TROY TPRS Flash Hider.

- **The most reliable bolt carrier assemblies for flawless reliability**
- **TROY Pneuma Gas Diversion Ambidextrous Charging Handle**
- **B5 Bravo stock**
- **Mil-spec receiver extension**
- **TROY proprietary Super Grade buffer assembly**
- **Ambidextrous safety**
- **Ergo grip**
- **TROY T-Sling with QD Sockets**
- **4 TROY BattleMags**
- **Super Grade trigger group featuring**
  - o Polished nickel Teflon hammer & trigger
  - o Trigger with TROY's best in industry precision ground EDM cut S7 tool steel disconnecter

# TROY KRYPTOS



## SAFEGUARD YOUR LIFE AND OTHERS

The Kryptos is a full-auto-rated over-the-barrel suppressor constructed from aerospace-welded, rugged 17-4 and 304 stainless steel. Its patented baffle system ensures superior cross-sectional structural integrity that will withstand harsh environments, and the intense concussion caused by grueling round counts. The durable TROY Kryptos Suppressor is built to endure a lifetime of long-range shooting, demanding firing schedules, and tough treks over rough terrain.

TROY understands and addresses the weight issue with its patented shared-chamber baffle design. By removing the outer tube TROY not only reduces weight but also creates more internal space for best in class sound reduction & reduced blow back. The over-the-barrel design of the Kryptos, shifts the suppressor's weight closer to your rifle's center of gravity. This positioning reduces the perceived weight of the Kryptos compared to traditional forward-mounted suppressors, helping to ward off fatigue during extended time on the rifle.

Additionally, the unique design of the Kryptos adds only 4" to the end of your rifle's muzzle. Whether you're maneuvering indoors in close quarters, operating from a vehicle, or moving through thick brush on a hunt, the Kryptos' minimal added length will keep your muzzle clear of obstacles.



# TROY®



# FEATURES

- Ultimate Sound Attenuation
- 17-4 & 304 Stainless Steel
- 9 Baffles
- Overall Length: 6.5"
- Length Past Flash Hider: 4"
- Width: 1.65"
- Weight: 18oz
- Attachment method: TROY muzzle device
- Semi Auto & Full Auto
- Finished in High Temp Cerakote Black



**MADE IN USA**



The Kryptos quick attaches to the rock-solid TROY Muzzle Device. TROY's exacting machining tolerances ensure minimal and consistent point-of-impact shift, so if you must break down your rifle for transport, your hits will remain on target. No need to re-zero

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

AGENDA MEMORANDUM

**Firearms Training Simulator**

Date: August 14, 2025

Submitted by:

Josh Creel, Assistant Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department wishes to purchase a Firearms Training Simulator.

The vendor Laser Ammo Training Technologies has designed a system to allow officers to train in both a static simulator and force on force environment. The equipment selected for purchase includes a portable digital simulator which projects a video image on a surface, such as a wall. The system is interactive, allowing officers to participate in scenario-based training.

Additionally, laser reactive targets, both static and worn, will be used to train officers in various disciplines. The system is compatible with current inventory firearms and training equipment.

ERPD has tested the system and found it to be suitable for our use. The City of East Ridge does not currently possess a firearms training simulator of any kind.

The cost of the system is \$19,030.41 and was included in the budget.

Attachments:    -Sole Source Letter  
                      -Quote

# Estimate



LEO Agency Custom Command Package -  
PM-R

## From

Laser Ammo USA  
PO Box 222017  
Great Neck, NY, 11022  
United States

## Estimate No.

East Ridge Police Department - 01

## Date

Jul 01 2025

## Estimate Valid Till

Sep 29 2025

## To

East Ridge Police Department  
4214 Ringgold Road  
East Ridge, TN, 37412  
United States  
E: jcreel@eastridgetn.gov  
Ph: (423) 867-3718  
ATTN: Asst Chief Josh Creel

Description	Quantity	Rate	Amount
LEP-ST-2024 - Law Enforcement Pro Package with Short-Throw Camera (SR, OR, TT, MR, VST-P, VST-P-CS) + 2024 LEO/Mil Discount (12.5%) - USD -375.00 + Shipping (2.5%) - USD 65.63	1	3000.00	USD 3000.00
CQB3 - CQB Maniquine targets set of 3 Plus Controller + 2024 LEO/Mil Discount (12.5%) - USD -600.00 + Shipping (2.5%) - USD 105.00	2	2400.00 (piece)	USD 4800.00
LA-PETII-9MC - LaserPET II + 9mm RED Laser + 2024 LEO/Mil Discount (12.5%) - USD -74.98 + Shipping (2.5%) - USD 13.12	3	199.95 (piece)	USD 599.85
AR15-LMD-IR - LM4 GBB AR w/ IR Laser + 2024 LEO/Mil Discount (12.5%) - USD -158.75 + Shipping (2.5%) - USD 27.78	2	635.00 (piece)	USD 1270.00
AR/LM4 Magazine - Extra AR/LM4 Magazine + Shipping (2.5%) - USD 2.50	2	49.95 (piece)	USD 99.90
SSHP12 - IR - SS Hunting Pack - 12 Gauge - IR + 2024 LEO/Mil Discount (12.5%) - USD -37.49 + Shipping (2.5%) - USD 6.56	2	149.95	USD 299.90
LAFB-IR - Laser Ammo Flash Bolt - IR + 2024 LEO/Mil Discount (12.5%) - USD -61.25 + Shipping (2.5%) - USD 10.72	2	245.00	USD 490.00

3BP - Battery Packs for Lasers (3 pieces) - OK to Bulk Package	6	9.95 (piece)	USD 59.70
+ 2024 LEO/Mil Discount (12.5% ) - USD -7.46			
+ Shipping (2.5% ) - USD 1.31			
GSB-1SR - Gun Shot Box	1	2775.00	USD 2775.00
+ 2024 LEO/Mil Discount (12.5% ) - USD -346.88			
+ Shipping (2.5% ) - USD 60.70			
RIRF - Replacement IR Filter for the ST Camera - NOT THE RED FILTER THE IR FILTER (This is Used for Taser Use)	1	14.95	USD 14.95
+ 2024 LEO/Mil Discount (12.5% ) - USD -1.87			
+ Shipping (2.5% ) - USD 0.33			
PROKIT001 - 3700 lm Projector Kit - Projector Kit Contains - ST 3700 lm Projector, Simulator Speakers, 8K 10 ft. Extended HDMI, 10 ft Powered Extended USB, 6 ft Power Strip, in a Padded Weatherproof Portable Hard Case	1	1610.00	USD 1610.00
+ Shipping (2.5% ) - USD 40.25			
SBS5PK - 5 pack of the Shot body sensors (30pc) with 5 Lasers	1	4875.00 (Set)	USD 4875.00
+ 2025 LEO/Mil Discount (12.5% ) - USD -609.38			
+ Shipping (2.5% ) - USD 106.64			
REALKIT-GEN 5 G17-IR - Firing pin activated REAL Barrel and SureStrike™ Laser for Gen 5 Glock - IR	4	270.00 (KIT)	USD 1080.00
+ 2025 LEO/Mil Discount (12.5% ) - USD -135.00			
+ Shipping (2.5% ) - USD 23.63			
Sub Total			20,974.30
Shipping Total			464.16
Discount Total			-2408.05
<b>Total</b>			<b>USD 19,030.41</b>

### Estimate Note

Estimate prepared by  
Patrick McMahon  
(707) 972-1347  
patrick@laserammo.com

If you are a Tax Free Entity a Tax Exemption form must be submitted.

If you reside in NY, VA, FL, TX or CA appropriate taxes must be applied.



To Whom It May Concern:

This letter is to certify that Laser Ammo USA Inc., located at 200 Middle Neck Rd, Great Neck, NY, is the sole source manufacturer and distributor of the Laser Ammo product line, including but not limited to:

- Smokeless Range® Simulator Systems
- Laser Training Cartridges and Adapters
- Recoil Enabled Training Pistols and Rifles
- Reactive Target Systems and Scenario-Based Training Tools
- Software and Accessory Components for Laser-Based Dry-fire Training

Laser Ammo products are proprietary in nature and are protected by U.S. and international patents. These products are uniquely designed and manufactured to support professional training for Law Enforcement agencies, Military units, and educational institutions such as Criminal Justice programs and Police Academies and cannot be sold at a lower price through any reseller or entity per manufacturing agreements.

There are currently no authorized resellers or third-party distributors that can legally manufacture or supply Laser Ammo products with the same specifications, warranties, support, price and integrated compatibility. All technical support, warranty services, and software updates are handled exclusively through Laser Ammo USA Inc. only.

If you require any further documentation or have questions regarding this sole source certification, please do not hesitate to contact us directly.

Sincerely,

Sincerely,

*C. P. Gallagher*

**Colin P. Gallagher**  
**Law Enforcement and Military Operations**  
**(316) 655-1075**  
**colin@laserammo.com**

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

AGENDA MEMORANDUM

**Animal Shelter Veterinarian Services**

Date: 8/14/2025

Submitted by:

Clint Uselton, Police Chief

SUBJECT:

The East Ridge Animal Shelter requests approval to enter into a Professional Services Agreement with Dr. Jessica Pruitt, who will serve as an independent contractor. Under the terms of the agreement, Dr. Pruitt will provide on-site veterinary services at the shelter twice per week to perform routine animal care. Additionally, she will be available twice per year to support special events, including public health initiatives such as rabies clinics.

The initial term of the agreement is six months, with an option to renew for an additional two years.

Funding for this agreement has been allocated in the current fiscal year's budget.

Attachment: Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**  
**(Veterinary Services at the Animal Shelter)**

This Agreement, entered into this \_\_day of \_\_\_\_\_ 2025, by and between the City of East Ridge, Tennessee, 1517 Tombras Avenue, East Ridge, Tennessee 37412, a Tennessee municipality and hereinafter referred to as the “City,” and Dr. Jessica Pruitt, DBA Dr. Pruitt Pet Care hereinafter referred to as the Contractor, provides as follows:

**WITNESSETH**

WHEREAS, the City, through the Animal Control Division of the East Ridge Police Department, manages the domestic and natural animal population within the City through the enforcement of animal control ordinances, animal registration, city patrol, apprehension of animals running at large, quarantine of biting animals, response to citizen complaints, follow-up on suspected rabies cases, and collection of dead animals; and

WHEREAS, the Animal Control Division operates the City’s Animal Shelter (“Animal Shelter”) which provides services including an adoption unit to temporarily house and care for stray, unwanted and apprehended animals, euthanasia services, and carcass disposal of euthanized animals; and

WHEREAS, the Contractor possesses the necessary Veterinary license, DEA permit, and skills to provide professional services at the City’s Animal Shelter.

NOW, THEREFORE, in consideration of the promises and mutual undertakings included herein, the parties do hereby agree as follows:

1. Scope of Services
  - A. *Generally.* The Contractor shall perform veterinary and other as needed associated services to the City at the Animal Shelter. In the performance of said services, the Contractor shall faithfully adhere to the ethical principles of the veterinary profession and shall avoid all personal acts that might injure the professional reputation of the City and/or the Animal Shelter. The Contractor shall maintain all licenses and accreditations throughout the term of this Agreement. The Contractor shall observe all applicable rules and policies established by the City, the Police Department, and/or the Animal Shelter governing the rendering of

animal care, harassment, drug-free workplace, tobacco use, and technology use. The City may add other policies to this list and will provide advance notification to The Contractor of such policies.

- B. *Hours.* The Contractor shall be on site at the Animal Shelter on Mondays and Thursdays performing the services outlined herein. There are no expectations for the Contractor to be available for after hour call outs. The days to be on site can be adjusted to meet the needs of the City and the Contractor. The Contractor should not exceed 24 (twenty-four) billable hours per calendar month.
- C. *Specifics.* The following services are to be performed by the Contractor under this Agreement.
1. Examine all animals as admitted or requested, and screen animals for health problems including providing treatment for any problems found during the examination to the limits of the Animal Shelter's resources.
  2. Administer rabies vaccinations to all adopted animals estimated to be three (3) months of age or older prior to the animals leaving the Animal Shelter. Animals too immature at the time of adoption will receive rabies vaccinations when returned to the Animal Shelter at an appropriate maturity to receive the vaccination.
  3. Train Animal Control employees to detect animal health problems and offer advice for improved animal care.
  4. Order all medical supplies needed for the Animal Shelter and assist with the planning and purchasing of equipment for the Animal Shelter.
  5. Provide a Drug Enforcement Agency number and provide on-site accountability for drugs purchased and used, maintaining an inventory of all drugs and medical supplies.
  6. Attend two (2) special Animal Shelter events per year where a veterinarian is required or requested by the City (e.g. rabies clinic on a Saturday).
  7. Assist the City in acquiring and maintaining a clinical license for the Animal Shelter.
- D. *Record Keeping.* The Contractor shall maintain all documentation related to products, transactions, or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the City upon request.

2. Compensation

- A. *Base Compensation.* The Contractor shall be compensated at the rate of One Hundred Dollars (\$100.00) per hour for the services provided.
- B. *Absences.* The Contractor may make arrangements with the City to be absent from the Animal Shelter for up to eight (8) workdays without a reduction in the base compensation amount per Subsection G.
- C. *Holidays.* The City observes the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

If any of the above listed holidays fall on a day when the Contractor is scheduled to provide services per Section 1.B., the Contractor’ base compensation will not be reduced per Subsection G due to the closure of the Animal Shelter for the holiday.

- D. *No Taxes, Deductions, Etc.* The amounts set forth above shall constitute the full and complete compensation under this Agreement, and no taxes, social security or other deductions or payments shall be made or withheld for or on behalf of The Contractor.

3. Term This Agreement shall be effective July 1, 2025 and valid for six (6) months up through December 31, 2025 (“Initial Term”). Prior to the expiration of the Initial Term, the City shall have the sole option to renew this Agreement for an additional (2) year term (Renewal 1: January 1, 2026 – December 31, 2027). Prior to the expiration of the Renewal 1 period, the City shall have the option to renew this Agreement for an additional (2) year term (Renewal 2: January 1, 2028 – December 31, 2028).

4. Independent Contractor The Contractor shall perform these services as an independent contractor and shall not be deemed an employee, agent or officer of the City. The Contractor shall not be entitled to, nor shall the Contractor receive, employment benefits, such as, but not limited to, retirement, medical, or life insurance. None of the benefits provided by the City to its employees including, but not limited to, worker’ s compensation insurance and unemployment insurance, are available from the City to Contractor, or Contractor’s employees, agents or servants. Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of Contractor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Contractor as employer is responsible. Contractor shall be solely responsible for any worker’s compensation insurance required by law and shall provide the City with proof of insurance upon demand. The parties agree that City shall

not: (a) pay dues, licenses or membership fees for Contractor; (b) require attendance by Contractor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Contractor from working for any other party.

5. City Responsibilities The City will pay for the DEA License and State license necessary for proper operation of the Animal Shelter.

6. Other Employment The Contractor is not prohibited from employment at another facility or veterinary office; however, such employment shall not conflict with the hours of services to be provided under this Agreement.

7. Insurance

A. Generally. Throughout the duration of this Agreement, including applicable renewals thereto, the Contractor shall secure and maintain in full force the types of insurance set forth below and in at least the minimum amounts set forth below. The City of East Ridge, Tennessee shall be named/listed as an *additional insured* and not just a certificate holder.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of a material change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

B. Types of Insurance. The minimum amounts per type of insurance are as follows:

1. Professional Liability Insurance

The Contractor shall carry personal professional liability insurance insuring the Contractor for professional errors, omissions, negligence, incompetence, license defense, and malfeasance. The minimum of this insurance will be \$300,000

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of East Ridge (1517 Tombras Avenue, East Ridge, Tennessee 37412) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

8. Notices All notices under this Agreement shall be in writing and shall be deemed delivered when delivered in person or with three (3) days of deposit in the United States mail, postage prepaid and addressed as follows:

City of East Ridge  Attn: Jennifer Deitrick 1517 Tombras Avenue East Ridge, Tennessee 37412	Contractor Information:  _____ _____ _____
---	--

9. Termination

- A. Termination of Agreement for Cause/Breach of Contract. If the Contractor fails to properly perform his or her obligations under this Agreement in a timely or proper manner, or if the Contractor should violate any of terms of this Agreement, the City shall have the right to immediately terminate this Agreement and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may seek other remedies allowed at law or in equity for breach of this Agreement.
  
- B. Termination for Convenience. The City or Contractor may terminate this Agreement without cause for any reason or for lack of appropriated funds. A termination for convenience shall not be a breach of this Agreement. The party desiring to terminate this Agreement shall give the other party at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for any authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the City be liable to the Contractor for compensation for any service that has not been rendered. The final decision as to the amount for which the City is liable shall be determined by the City. The Contractor shall not have any right to any actual general, special,

incidental, consequential, or any other damages whatsoever of any description or amount for the City's exercise of its right to terminate for convenience.

10. Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement; provided, however, that the Contractor's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Contractor is not responsible.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Agreement, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Agreement shall not limit the Contractor's obligations under this article.

The terms of this section shall survive the termination or suspension of this Agreement.

11. Record Keeping and Ownership Contractor is required to maintain appropriate records consistent with those practices utilized in Contractor's private veterinary practice. It is understood that all records prepared and/or otherwise maintained in connection with Contractor's services under this Agreement are the sole and exclusive property of the City and that Contractor agrees to turn over to the City any and all such records with or without demand.

12. Compliance with Licenses, Permits, and Applicable Laws In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense,

all necessary license licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

13. Waiver The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. Anti-Discrimination In performing the services under this Agreement, the Contractor shall not discriminate any against person on the basis of race, color, creed, national origin, sex, sexual orientation, age, disability, religion, or other legally protected status. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Agreement of this requirement and shall ensure compliance therewith.

15. Assignment The Contractor may not assign this Agreement without the advanced express written consent of the City.

16. Subcontracting The Contractor may not subcontract any portion of this Agreement without the advanced express written consent of the City.

17. Entire Agreement This Agreement contains the entire agreement between the parties and may be modified only in writing by both parties.

18. Governing Law The Parties agree that the laws of the State of Tennessee shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Hamilton County, Tennessee. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving the City adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Eastern District of Tennessee. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Hamilton County, Tennessee. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Eastern District of Tennessee. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Hamilton County, Tennessee and that the laws of the state of Tennessee.



APPROVED AS TO FORM AND LEGALITY:

CITY OF EAST RIDGE, TENNESSEE

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

Dr. Jessica Pruitt

DBA Dr. Pruitt Pet Care

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tax ID or Social Security Number, as applicable

Attachments: Request for Proposals

Contractor's Proposal

Approved by Resolution \_\_\_\_\_

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

AGENDA MEMORANDUM  
**Athletic Field Supplier Soccer**  
August 14th, 2025

Submitted By:

*Shawwna Skiles*

Shawwna Skiles, Parks and Recreation Director

Subject: Sealed Bids – Athletic Soccer Field Supplier

The City of East Ridge is accepting sealed bids from experienced Athletic Soccer Field Suppliers for Camp Jordan Park for the fiscal year July 1, 2025 – June 30, 2026. Bid packages are available at [www.eastridgetn.gov](http://www.eastridgetn.gov), by calling 423-867-7711, or emailing [jdeitrick@eastridgetn.gov](mailto:jdeitrick@eastridgetn.gov).

Deadline: Bids must be received by 2:30 PM EDT, July 23, 2025, at:

City Hall  
1517 Tombras Ave  
East Ridge, TN 37412

Bids will be publicly opened at that time. Envelopes must be clearly marked:  
“2025-2026 East Ridge Parks and Recreation Athletic Soccer Field Supplier.”

I will be seeking City Council approval to award the bid.

SS

**RESOLUTION NOs. \_\_\_\_\_**

**AGENDA MEMORANDUM**

**Appointments to the Planning Commission,  
Housing Commission, and Industrial Development Board**

**August 14, 2025**

Submitted by:



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

Appointments are needed to fill one expiring term on the East Ridge Planning Commission, one expiring term on the East Ridge Housing Commission, and one unexpired term on the Industrial Development Board.

**Planning Commission**

Casey Tuggle was appointed to the East Ridge Planning Commission for a three-year term ending August 24, 2025. A resolution will be presented at the August 14, 2025 City Council meeting to memorialize an appointment by Mayor Williams to the Planning Commission for the upcoming term beginning August 25, 2025 and ending August 24, 2028.

**Housing Commission**

Wayne Thompson was appointed to the East Ridge Housing Commission for a three-year term ending on August 24, 2025. A resolution will be presented at the August 14, 2025 City Council meeting to memorialize an appointment by Mayor Williams to the Housing Commission for the upcoming term beginning August 25, 2025 and ending August 24, 2028.

**Industrial Development Board**

Danny Lance was appointed to the East Ridge Industrial Development Board for a six-year term ending on June 11, 2026. Due to his relocation outside the East Ridge city limits, Mr. Lance has resigned from the board. A resolution will be presented at the August 14, 2025 City Council meeting to memorialize an appointment by Councilmember Ezell to the Industrial Development Board to fill the unexpired term through June 11, 2026.