

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

**AGENDA
September 11, 2025
6:00 pm**

1. Call to Order
2. Invocation
3.
 - A. Roll Call
 - B. Milestone Award
4. Consent Agenda
 - A. Approval of Minutes August 28, 2025
 - B. Approval of June 2025 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: NONE
9. New Business
 - A. **PUBLIC HEARING FOR ORDINANCE NO. 1232** - AN ORDINANCE TO AMEND EAST RIDGE CITY CODE, ARTICLE 12, CHAPTER 3, SECTION 12-301, IN ORDER TO ADOPT THE 2023 NATIONAL ELECTRICAL CODE AS THE OFFICIAL ELECTRICAL CODE OF THE CITY OF EAST RIDGE
 - B. **ORDINANCE NO. 1232** - AN ORDINANCE TO AMEND EAST RIDGE CITY CODE, ARTICLE 12, CHAPTER 3, SECTION 12-301, IN ORDER TO ADOPT THE 2023 NATIONAL ELECTRICAL CODE AS THE OFFICIAL ELECTRICAL CODE OF THE CITY OF EAST RIDGE (1st READING)
 - C. **RESOLUTION NO. 3734** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER REQUEST NO. 6 FOR THE NORTH MACK SMITH ROAD WIDENING AND IMPROVEMENTS PROJECT TO ADDRESS 16,250 SQUARE FEET UNSUITABLE SOIL
 - D. **RESOLUTION NO. 3735** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A CHANGE ORDER WITH CALDWELL PAVING & GRADING, LLC FOR ROADWAY IMPROVEMENTS ON MCDONALD ROAD IN AN AMOUNT NOT TO EXCEED \$48,495.50
 - E. **RESOLUTION NO. 3736** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY'S PARTICIPATION IN FUNDING A CAPITAL CAMPAIGN FEASIBILITY STUDY FOR A POTENTIAL YMCA FACILITY AT CAMP JORDAN PARK

- F. **RESOLUTION NO. 3737** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF TWO FORD EXPLORER SPORT UTILITY VEHICLES FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATEWIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b), FOR USE BY THE EAST RIDGE POLICE DEPARTMENT CRIME SUPPRESSION UNIT
- G. **RESOLUTION NO. 3738** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF AN EAGLE PRINT FINGERPRINT SYSTEM FROM EAGLE ADVANTAGE SOLUTIONS, INC. FOR THE EAST RIDGE POLICE DEPARTMENT
- H. **RESOLUTION NO. 3739** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF THE FEDERAL FISCAL YEAR 2026 TENNESSEE HIGHWAY SAFETY OFFICE HIGH VISIBILITY GRANT IN THE AMOUNT OF \$10,000
- I. **RESOLUTION NO. 3740** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HAMILTON COUNTY HEALTH DEPARTMENT STEP ONE TEACHING GARDEN GRANT PROGRAM
- J. Discussion of Update to City Charter Review Commission
- K. Discussion of Tentative Agenda for **September 25, 2025**, City Council Meeting (Attachment A)

10. Adjournment

ATTACHMENT A
TENTATIVE AGENDA
September 25, 2025

8. Old Business:

- A. **ORDINANCE NO. 1232** - AN ORDINANCE TO AMEND EAST RIDGE CITY CODE, ARTICLE 12, CHAPTER 3, SECTION 12-301, IN ORDER TO ADOPT THE 2023 NATIONAL ELECTRICAL CODE AS THE OFFICIAL ELECTRICAL CODE OF THE CITY OF EAST RIDGE (2nd READING)

9. New Business

- A. **PUBLIC HEARING FOR ORDINANCE NO. _____** - AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF EAST RIDGE, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF CITY OF EAST RIDGE, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM
- B. **ORDINANCE NO. _____** - AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF EAST RIDGE, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF CITY OF EAST RIDGE, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM (1st READING)
- C. **ORDINANCE NO. _____** - An ordinance to amend the Fiscal Year 2026 Operating Budget, Ordinance No. 1226 (1st Reading)
- D. **RESOLUTION NO. _____** - Approving a bid for a trophy vendor to supply trophies for various sports programs for the Parks and Recreation Department
- E. Discussion of the service of alcohol at Venue 1921 at East Ridge

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

**August 28, 2025
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on August 28, 2025, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Williams called the meeting to order.

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

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

Attendance: Twenty

Approval of Minutes August 14, 2025

Councilmember Witt moved to approve the August 14, 2025 minutes. Seconded by Vice Mayor Tyler.

Councilmember Ezell moved to amend the minutes to clarify that that the FY2026 Leaning Into Communities Grant application may be submitted for any of the City’s parks, but the application will be submitted for the redevelopment of Springvale Park. Seconded by Councilmember Witt.

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

Mayor Williams asked for a roll call vote to approve the amended minutes. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

Communication from Citizens

Adam Foster, 3367 Adkins Road, Chattanooga, TN, a teacher at Spring Creek Elementary, requested a crossing guard for the school.

Janetta Patterson, 5153 Mimosa Circle, requested a crossing guard for Spring Creek Elementary.

Sarah Haddock, 4233 Belvoir Drive, expressed concerns about flooding from the ditch near 4229 Belvoir Drive, noting that sections of concrete in the ditch have collapsed.

Robert Higginbotham, 701 South Lovell Avenue, expressed concern regarding flooding and drainage issues.

Casey Conrad, 1308 Adonna Lane, requested a crossing guard for Spring Creek Elementary.

Police Chief Uselton and City Manager Miller addressed the crossing guard requests, noting that the City has consistently advertised for the position but has not received any qualified applicants.

At this time, City Attorney Litchford joined the meeting.

Communication from Councilmembers

Councilmember Cagle requested prayers for those affected by the recent shooting at a private school.

Vice Mayor Tyler wished all citizens a safe and happy holiday weekend.

Councilmembers Witt and Ezell had no comments.

Mayor Williams reported the following:

- Commercial and residential property owners who experienced storm-related damage are requested to contact City Hall to report those damages. The City has not reached the threshold for FEMA assistance but wants to collect the information in case assistance becomes available in the future.
- Expressed appreciation to the organizations and individuals who provided assistance during the storm.
- Announced the Fall Festival will be held on September 27 and 28, 2025

Communication from City Manager

City Manager Miller reported the following:

- The City's resurfacing program is progressing from the northwest part of the community toward the south and then east; approximately 14% of the work has been completed and will continue until finished.
- The resurfacing of John Ross Road will begin October 1, 2025.
- Provided updates on the North Mack Smith Road widening project, Venue 1921 at East Ridge project, and the Community Center renovation project.
- A contractor for Hamilton County WWTAA is excavating existing manholes and installing new ones which will require the closure of John Ross Road from 7:30am until late afternoon, September 2 through September 5, 2025.

Old Business

ORDINANCE NO. 1230 - 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 842 SOUTH GERMANTOWN ROAD, TAX MAP #168D-H-006, FROM R-1 RESIDENTIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT (2nd READING)

City Attorney Litchford read the ordinance on caption.

Chief Building Official Howell stated that this rezoning request is to allow a permanent medical clinic at 842 South Germantown Road.

Councilmember Witt moved to approve Ordinance No. 1230. Seconded by Vice Mayor Tyler.

Councilmember Ezell asked if any type of commercial use would be allowed if the rezoning is approved. City Attorney Litchford stated that the Council can put a condition on the rezoning to limit the usage to a medical clinic.

Councilmember Ezell made a motion to amend Ordinance No. 1230 to restrict the use of the property to a medical clinic only. Seconded by Councilmember Witt.

There being no further discussion, Mayor Williams asked for a roll call vote to amend Ordinance No. 1230. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

Mayor Williams then asked for a roll call vote to approve Ordinance No. 1230 as amended. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

New Business

RESOLUTION NO. 3727 – A RESOLUTION OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE ISSUANCE OF INTEREST-BEARING EQUIPMENT ACQUISITION CAPITAL OUTLAY NOTES, SERIES 2025, IN AN AMOUNT NOT TO EXCEED \$400,000, AND PROVIDING FOR THE PAYMENT OF SAID NOTES

City Attorney Litchford read the resolution on caption.

City Manager Miller stated this is the final step for the issuance of the capital equipment acquisition note which will be used to replace a F-750 dump truck with snowplow and salt spreader and a rear-end loader.

Councilmember Ezell moved to approve Resolution No. 3727. Seconded by Vice Mayor Tyler. There being no discussion, Mayor Williams asked for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3728 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE TERMINATION OF THE AGREEMENT WITH HOLLAND & KNIGHT LLP FOR GOVERNMENT AFFAIRS COUNSEL AND THE EXECUTION OF A NEW AGREEMENT WITH BHA STRATEGY/BGR GROUP TO PROVIDE GOVERNMENT AFFAIRS COUNSEL BEFORE THE TENNESSEE GENERAL ASSEMBLY

City Attorney Litchford read the resolution on caption and stated that several associates are transitioning from Holland & Knight to BHA Strategy/BGR Group. He noted that the new contract will be same as the current agreement with Holland & Knight at the same cost.

Councilmember Witt moved to approve Resolution No. 3728. Seconded by Vice Mayor Tyler. There being no discussion, Mayor Williams asked for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3729 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR AN ATHLETIC FIELD SUPPLIER FOR BASEBALL AND SOFTBALL FIELDS AT CAMP JORDAN PARK FOR FY 2025 - 2026

City Attorney Litchford read the resolution on caption.

Parks and Recreation Director Skiles stated that two bids were received, and staff recommend awarding the purchase of each item based on the lowest bid from each vendor. Director Skiles then reviewed the items recommended for purchase from each vendor.

Vice Mayor Tyler moved to approve Resolution No. 3729. Seconded by Councilmember Ezell. There being no discussion, Mayor Williams asked for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3730 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING PHOTOGRAPHY BIDS FOR THE 2025 – 2026 SPORTS SEASON

City Attorney Litchford read the resolution on caption.

Parks and Recreation Director Skiles stated that three proposals were received and upon review staff recommend awarding the contract to School Days Photography.

Councilmember Witt moved to approve Resolution No. 3730. Seconded by Vice Mayor Tyler.

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

RESOLUTION NO. 3731 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING THE PROPOSAL FROM AVI-SPL FOR AUDIO-VISUAL EQUIPMENT AND PROFESSIONAL INTEGRATION SERVICES AT VENUE 1921 AT EAST RIDGE

City Attorney Litchford read the resolution on caption.

Parks and Recreation Director Skiles stated that two proposals for audio-visual equipment and professional integration services were received, and staff recommend awarding the contract to AVI-SPL.

Councilmember Witt moved to approve Resolution No. 3731. Seconded by Vice Mayor Tyler.

Ryan Kline, representative of AVI-SPL, addressed questions from the Council. He stated the proposal includes a one-year maintenance agreement which can be renewed annually and stated that there are options for a three-year or five-year agreement at discounted rates. Mayor Williams requested pricing for a five-year maintenance agreement.

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

RESOLUTION NO. 3732 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING RESOLUTION NO. 3241, WHICH APPROVED THE HUMAN RESOURCES REGULATIONS

City Attorney Litchford read the resolution on caption.

Human Resources Director Sinigaglio explained that the amendments are intended to keep the Human Resources Regulations current with state mandates.

Councilmember Ezell moved to approve Resolution No. 3732. Seconded by Vice Mayor Tyler. There being no discussion, Mayor Williams asked for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3733 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR BIDS FOR THE REPLACEMENT OF A PORTION OF THE ROOF AT EAST RIDGE CITY HALL

City Attorney Litchford read the resolution on caption.

City Manager Miller stated that the roof over the Administration area is the final section of the roof that needs to be replaced, noting that the sections over the Council Chambers, Atrium, and Library have previously been replaced.

Councilmember Witt moved to approve Resolution No. 3733. Seconded by Vice Mayor Tyler.

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

Discussion of Tentative Agenda for the September 11, 2025 City Council Meeting (see Attachment A)

ATTACHMENT A
TENTATIVE AGENDA
September 11, 2025

Old Business

NONE

New Business

PUBLIC HEARING FOR ORDINANCE NO. _____ - An Ordinance to adopt the 2023 National Electrical Code (1st Reading)

Chief Building Official Howell stated that municipalities are required to adopt codes with seven years of the most recent published edition. To remain in compliance, the City should adopt the 2023 edition of the National Electric Code to go into effect January 1, 2026.

ORDINANCE NO. _____ - An Ordinance to adopt the 2023 National Electrical Code (1st Reading)

No Discussion

RESOLUTION NO. _____ - A Resolution authorizing a Capital Campaign Feasibility Study for a YMCA facility at Camp Jordan Park

City Manager Miller stated that the City met with the YMCA regarding a potential YMCA location at Camp Jordan Park. The next step is a Capital Campaign Feasibility Study to determine whether funds can be successfully raised for the project. The cost of the proposal from Triangle 2 to perform the study is \$30,000, with the cost proposed to be split between the City and the YMCA, resulting in a cost to the City of \$15,000.

RESOLUTION NO. _____ - A Resolution authorizing the purchase of two (2) vehicles for the East Ridge Police Department Crime Suppression Unit

Police Chief Uselton stated that the Police Department is requesting authorization to purchase two vehicles for the Crime Suppression Unit at a total cost of \$100,050. The purchase cost is included in the current fiscal year budget.

RESOLUTION NO. _____ - A Resolution authorizing the purchase of a fingerprint system for the East Ridge Police Department

Police Chief Uselton stated that the Police Department is requesting authorization to purchase a fingerprint system from Eagle Advantage Solutions, Inc. for a total cost of \$13,180.86. The purchase cost is included in the current fiscal year budget.

Councilmember Ezell stated that the Council had talked previously about getting a charter committee to review the City charter and come up with ideas to bring the charter up to date. City Attorney Litchford stated he had been in contact with MTAS and would follow up with the status of MTAS's review process. Councilmember Ezell stated he was told MTAS only reviews for legal purposes. City Attorney Litchford stated he was not aware as to this limitation and that he would confirm with MTAS regarding this matter and have an update available that would be on the September 11, 2025, agenda for the Council to discuss.

Adjournment

There being no further business, the August 28, 2025, Regular Meeting of the City Council of the City of East Ridge was adjourned at 7:15 p.m.

APPROVED:

MAYOR

CITY CLERK

Finance Report – June 2025

AGENDA MEMORANDUM

09/11/2025

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

This is the preliminary finance report for the month of June. These numbers will change to some degree after the audit is completed. There are such things as Taxes receivables that still have to be added and this will change the fund balance of the General Fund. The unappropriated fund balance on July 1, 2024, was \$ 14,460,619.

During the year council approved the following items using fund balance: Down payment on a new aerial ladder in the amount of \$ 1,000,000 and \$ 3,000,000 was committed to install artificial turf at Camp Jordan. This decreased the fund balance to \$ 10,460,619.

Summary Financial Statement of Revenues and Expenditures
Jun-25

Unaudited		Spent YTD			100.00%	
FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
110						
REVENUES						
31100	Property Taxes	6,657,579	6,549,917	6,505,379	97.71%	100.00%
31200	Property Taxes (Delinquent)	500,000	307,658	530,463	106.09%	100.00%
31610	Local Sales Tax - Co. Trustee	4,740,000	4,651,940	4,750,245	100.22%	100.00%
31611	Incremental State Sales Tax	8,597,436	7,397,436	7,902,012	91.91%	100.00%
31710	Wholesale Beer Tax	440,000	507,191	475,877	108.15%	100.00%
31800	State Net Allocation	300,000	380,562	415,967	138.66%	100.00%
31810	Minimum Business Licenses	10,000	3,423	4,208	42.08%	100.00%
31824	Solicitors Permit	0	115	0	0.00%	100.00%
31827	5% State Commission	30,000	37,017	38,544	128.48%	100.00%
31912	Cable TV Franchise Tax	196,000	188,211	167,881	85.65%	100.00%
31961	Liens Collected by Trustee	25,000	35,897	45,608	182.43%	100.00%
32120	Wrecker Licenses	350	400	350	100.00%	100.00%
32200	Alcoholic Beverage Tax	240,000	245,156	229,468	95.61%	100.00%
32210	Beer Licenses & Etc.	9,500	7,868	7,205	75.84%	100.00%
32220	Liquor Licenses	3,500	450	2,841	81.18%	100.00%
32225	Fireworks Fees/Permits	3,000	5,000	3,000	100.00%	100.00%
32226	Annual Fireworks Permit Fee	300	500	300	100.00%	100.00%
32227	Vacation Rental Fee	500	50	501	100.15%	100.00%
32610	Building Permits	225,000	110,574	129,016	57.34%	100.00%
32615	Fire Preventions/Permits	1,000	2,580	2,585	258.50%	100.00%
32620	Electrical Permits	30,000	19,196	21,927	73.09%	100.00%
32630	Plumbing Permits	15,000	13,635	15,399	102.66%	100.00%
32640	Natural Gas Permits	2,000	2,065	1,264	63.18%	100.00%
32650	Excavating Permits	8,000	18,800	8,200	102.50%	100.00%
32660	Zoning Permits	3,000	3,950	1,650	55.00%	100.00%
32671	Regular Sign Permits	3,500	4,255	3,319	94.83%	100.00%
32672	Temporary Sign Permits	300	0	0	0.00%	100.00%
32690	Plan Review Fees	100	0	0	0.00%	100.00%
32691	Tree Trimming Permits	100	50	30	30.00%	100.00%
32905	Other Code Fees	28,000	36,778	15,994	57.12%	100.00%
32960	Yard Sale Permits	200	60	110	55.00%	100.00%
32990	Mechanical Permits	20,000	23,613	14,969	74.85%	100.00%
33190	FEMA/TEMA 2021	0	11,241	0	0.00%	100.00%
33191	Appropriation St. of TN	300,000	138,343	300,000	100.00%	100.00%
33410	Police In-Service	37,600	34,200	32,800	87.23%	100.00%
33420	Police Bonus Sup.	30,400	0	30,400	100.00%	100.00%
33430	Fire In-Service	24,800	20,000	22,400	90.32%	100.00%
33490	Police Retention	24,000	0	26,000	108.33%	100.00%
33510	State Sales Tax	2,754,000	2,720,350	2,790,167	101.31%	100.00%
33511	Telecom Sales Tax	5,000	4,362	4,740	94.81%	100.00%
33512	Sportsbetting	38,000	41,153	48,432	127.45%	100.00%
33513	Occupcity Tax	1,500	2,297	1,389	92.59%	100.00%
33515	State Tax/Telecom	500	416	0	0.00%	100.00%
33520	State Income Tax	0	335	404	0.00%	100.00%
33530	State Beer Tax	10,680	9,743	9,329	87.35%	100.00%
33540	State Mixed Drink Tax	110,000	131,846	135,466	123.15%	100.00%

33552	State City Streets	40,565	40,584	40,481	99.79%	100.00%
33591	TVA Gross Receipts	266,004	271,886	269,302	101.24%	100.00%
FISCAL YEAR ENDING 06/30/2025					Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
33593	Corporate Excise Tax	6,000	1,386	430	7.16%	100.00%
34121	Clerks' Fees - Business Tax	2,000	2,699	2,165	108.25%	100.00%
34211	Accident Report Charges	2,000	1,744	2,101	105.04%	100.00%
34212	DL Reinstatement Fee	2,000	2,410	2,740	137.00%	100.00%
34221	Ridgeside Contract	121,268	116,604	121,268	100.00%	100.00%
34231	Police Services	3,668	2,949	4,733	129.03%	100.00%
34314	Mowing	9,800	9,800	9,800	100.00%	100.00%
34500	Donations New Shelter	5,000	4,640	2,610	52.20%	100.00%
34515	Rabies/Spay	500	240	348	69.60%	100.00%
34516	Registration	1,000	1,898	3,105	310.50%	100.00%
34517	Adoption	1,500	1,412	5,088	339.17%	100.00%
34518	Board & Impound Fees	1,000	595	830	83.00%	100.00%
34520	A/S Donations-Designated	1,000	300	2,747	274.65%	100.00%
34641	Indoor Soccer Income	188,760	180,396	198,977	105.41%	100.00%
34642	Community Center Income	43,000	43,760	37,452	87.10%	100.00%
34643	Outdoor Soccer Fees	81,320	84,375	89,724	110.33%	100.00%
34644	Baseball Fees	41,550	51,967	43,936	105.74%	100.00%
34645	Softball Fees	28,510	17,303	31,418	110.20%	100.00%
34646	Gate	30,000	53,587	31,490	104.97%	100.00%
34648	Adult League - Softball	30,000	29,815	29,890	99.63%	100.00%
34649	Concerts/Events	10,000	7,760	8,254	82.54%	100.00%
34651	Arena	155,000	145,769	182,093	117.48%	100.00%
34652	Pavilion Rental	22,000	21,144	22,502	102.28%	100.00%
34653	Track Rental	2,000	1,537	1,335	66.75%	100.00%
34654	Field Rental	124,000	78,410	124,191	100.15%	100.00%
34655	Amphitheater	16,000	11,929	12,417	77.60%	100.00%
34656	Concessions	75,000	79,776	85,580	114.11%	100.00%
34657	Overnight - Rv Rental	24,000	19,293	24,855	103.56%	100.00%
34658	Tournament Team Fees	4,000	4,225	1,719	42.98%	100.00%
34712	Sponsorship/Parks & Rec	5,000	4,650	12,830	256.60%	100.00%
34720	Football Gate	5,000	7,023	4,246	84.91%	100.00%
34751	Basketball Gate	20,000	17,433	17,459	87.30%	100.00%
34742	Basketball Player Fees	22,850	22,470	15,578	68.17%	100.00%
34743	Football Player Fees	31,530	21,063	31,945	101.32%	100.00%
34744	Photography	1,200	1,682	0	0.00%	100.00%
34745	Vending/Concessions	15,000	16,639	7,678	51.18%	100.00%
34746	Cheerleading	2,270	940	2,750	121.15%	100.00%
34747	Rent-Arena Equipment	57,000	30,811	46,578	183.94%	100.00%
34749	Soccer Field Rentals	80,000	82,786	105,799	132.25%	100.00%
34760	Library Charges	1,000	893	1,058	105.76%	100.00%
34761	Library - Copies	1,000	783	1,970	197.04%	100.00%
34794	C Center M. Fees	1,000	1,800	955	95.50%	100.00%
35100	Court Fines & Costs	325,000	334,808	322,839	99.34%	100.00%
35110	Fortfeiture of Bond	0	8,500	0	0.00%	100.00%
35120	Public Defender Fees	0	0	0	0.00%	100.00%
35150	Diversion Filing	0	0	0	0.00%	100.00%
36100	Interest Earnings	51,500	10,023	73,991	143.67%	100.00%
36211	Rent - Cell Tower	12,925	42,925	13,405	103.71%	100.00%
36310	Sale of Land	18,000	0	18,000	100.00%	100.00%
36330	Sale Of Equipment	10,000	4,356	4,099	40.99%	100.00%

36350	Insurance Recoveries	50,000	58,234	64,562	129.12%	100.00%
FISCAL YEAR ENDING 06/30/2025					Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
36901	Pipes/Culverts	3,000	1,824	904	30.13%	100.00%
36902	Damages- Traffic C.	0	2,075	0	0.00%	100.00%
36903	Christmas Parade	600	595	550	91.67%	100.00%
36905	Police - Sale of Surplus	15,000	33,951	10,725	71.50%	100.00%
36906	Fire - Sale of Surplus	5,000	36,766	0	0.00%	100.00%
36990	Miscellaneous Revenues	25,000	122	7,352	29.41%	100.00%
36992	Hamilton County	0	20,540	1,000	0.00%	100.00%
37200	AHO - Fines/Court Costs	0	0	622	0.00%	100.00%
37940	Transfer Inn	0	930,664	0	0.00%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues	27,523,165	26,653,178	26,828,274	97.40%	100.00%
	EXPENDITURES					100.00%
41000	General Government	1,430,855	1,275,903	1,393,507	97.39%	100.00%
41100	Administrative	1,446,508	1,039,686	1,380,735	95.45%	100.00%
41111	City Council	119,117	96,216	89,212	74.89%	100.00%
41210	Municipal Court	430,074	364,851	412,817	95.99%	100.00%
41520	City Attorney	136,875	124,272	120,844	88.29%	100.00%
41800	Buildings & Grounds Maintenance	352,585	268,455	339,380	96.25%	100.00%
41900	City Hall Complex	71,500	47,944	63,134	88.30%	100.00%
42100	Police	2,566,428	2,221,002	2,564,249	99.92%	100.00%
42121	Criminal Investigation	1,028,325	755,626	1,028,005	99.97%	100.00%
42123	Patrol	2,818,973	3,006,037	2,818,971	100.00%	100.00%
42125	School Resource	339,475	162,535	242,643	71.48%	100.00%
42125	Traffic Division	371,976	146,556	371,611	99.90%	100.00%
42200	Fire Department	4,577,341	3,716,703	4,361,131	95.28%	100.00%
42400	Building/Planning/Zoning	663,399	572,425	578,031	87.13%	100.00%
43110	Highway And Street	582,500	587,057	528,211	90.68%	100.00%
43120	Traffic Control & Street Markers	310,121	37,863	302,646	97.59%	100.00%
43170	Transfer Station/Brush Pit/Fleet	2,910	15,114	28,967	99.54%	100.00%
44140	Animal Control	458,709	323,147	398,842	86.95%	100.00%
44410	Parks and Recreation	1,159,777	1,046,726	1,137,664	98.09%	100.00%
44420	Multi-Purpose Recreation Bldg	334,649	267,756	334,629	99.99%	100.00%
44430	Community Center	302,548	301,333	266,697	88.15%	100.00%
44450	McBrien Complex	9,200	974	5,995	65.17%	100.00%
44610	Soccer - Recreation	98,400	75,213	98,239	99.84%	100.00%
44620	Soccer - Indoor	99,200	110,256	97,720	98.51%	100.00%
44630	Baseball/Softball	93,400	90,859	92,389	98.92%	100.00%
44640	Football/Cheer	36,550	24,611	24,879	68.07%	100.00%
44650	Adult Softball	44,250	36,591	40,907	92.45%	100.00%
44700	Basketball	29,050	24,281	15,300	52.67%	100.00%
44800	Libraries	296,906	228,601	272,130	91.66%	100.00%
44810	History Museum	1,260	708	1,091	86.56%	100.00%
46500	Community Development Programs	15,000	3,863	11,266	75.11%	100.00%
47200	Economic Development	8,829,193	6,609,057	8,030,059	90.95%	100.00%
49100	Debt Service	106,720	96,013	106,720	100.00%	100.00%
49400	Capital Projects - Transfer Out	276,657	0	0	0.00%	100.00%
	Total Expenditures	29,466,621	24,039,060	27,558,620	93.52%	100.00%
Total	General Fund		2,614,118	-730,346	Use of Fund Balance	
				-3,000,000	Committed Turf	
				-3,730,346		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
121 State Street Aid						
REVENUES						
33450	State Grant - TIP Funds	0	0	1,617	0.00%	100.00%
33460	State Grant - HIP Funds	234,000	27,106	6,302	2.69%	100.00%
33550	2017 Gas Tax Improve	200,000	181,344	195,153	97.58%	100.00%
33551	State Gasoline And Motor Fuel Tax	570,000	571,620	567,680	99.59%	100.00%
33558	City Transport Mod Tax (Electric)	1,000	3,405	23,854	2385.40%	100.00%
36100	Interest Earnings	200	180	41	20.31%	100.00%
36330	Sale of Equipment	0	0	0	0.00%	100.00%
	Use of Fund Balance	294,038	1,418,474	0	0.00%	100.00%
	Total Revenues and Other Sourc	1,299,238	2,202,129	794,646	79.05%	100.00%
EXPENDITURES						
43190	State Street Aid	1,299,238	2,202,129	259,006	13.94%	100.00%
	Total Expenditures	1,299,238	2,202,129	259,006	16.80%	100.00%
Total	State Street Aid Fund	0	0	535,640		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
122 Grant Fund						
REVENUES						
33109	CSX Transportation Grant - 2022	0	0	0	0.00%	100.00%
33111	PEP Cyber Security Grant	1,900	0	1,900	100.00%	100.00%
33114	TML Driver Safety Grant	4,000	3,000	2,000	50.00%	100.00%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	100.00%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	100.00%
33493	TML Safety Grant	3,000	0	667	22.23%	100.00%
36100	Interest Earnings	0	2	1	0.00%	100.00%
36420	Police Traffic Safety Grant	0	0	0	0.00%	100.00%
36421	TN AM Grants	1,300	3,000	1,000	76.92%	100.00%
36423	Animal Foundation Grants	425	545	0	0.00%	100.00%
36711	Safety Conservation Grant	4,000	0	4,000	100.00%	100.00%
36920	THS089-Police	10,000	0	8,840	88.40%	100.00%
36921	Homeland Security - Police	0	0	0	0.00%	100.00%
36922	Homeland Security - Fire	0	0	0	0.00%	100.00%
36925	Violent Crime Intervention Grant	0	190,751	0	0.00%	100.00%
	Use of Fund Balance	6,575	0	19,659	0.00%	100.00%
	Total Revenues and Other Sources	32,200	197,298	38,067	71.84%	100.00%
EXPENDITURES						
43150	Grants	42,200	195,599	38,067	90.21%	100.00%
	Total Expenditures	42,200	195,599	38,067	90.21%	100.00%
Total	Grant Fund	0	1,699	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
127 Drug Fund						
REVENUES						
33197	Federal/State Grants	10,000	6,175	19,076	190.76%	100.00%
33560	Seized/Awarded by State	35,000	48,729	12,843	36.70%	100.00%
35200	Drug Fines	20,000	24,645	30,230	151.15%	100.00%
35400	Sale of Confiscated Property	0	0	5,276	0.00%	100.00%
36990	Misc. Revenues	0	12,069	0	0.00%	100.00%
	Use of Fund Balance	139,402	0	27,562	0.00%	100.00%
	Total Revenues and Other Sources	204,402	91,618	94,988	103.73%	100.00%
EXPENDITURES						
42129	Drug Investigation and Control	204,402	13,453	94,988	46.47%	100.00%
	Total Expenditures	204,402	13,453	94,988	46.47%	100.00%
Total	Drug Investigation Fund	0	78,165	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Inc. Sales Tax (BR)	8,779,193	6,260,218	7,476,086	85.16%	100.00%
33191	Direct App. - State	0	0	0	0.00%	100.00%
36100	Interest Earnings	0	31	0	0.00%	100.00%
	Transfer In	0	0	0	0.00%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues and Other Sourc	8,779,193	6,260,249	7,476,086	62.47%	100.00%
EXPENDITURES						
	Economic Development	6,787,697	5,188,698	5,484,590	80.80%	100.00%
	Debt Payment	1,991,496	1,071,520	1,991,496	0.00%	100.00%
	Total Expenditures	8,779,193	6,260,218	7,476,086	78.00%	100.00%
Total	Economic Development Fund	0	31	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUES						
33190	FEMA/TEMA 2021	0	0	0	0.00%	100.00%
34415	Delinquent Fees	0	0	0	0.00%	100.00%
34416	Sanitation Fees	1,580,200	1,547,480	1,577,555	99.83%	100.00%
34418	Extra Cans	1,500	1,530	2,130	142.00%	100.00%
34420	Dumpster Rentals	9,000	5,680	7,570	84.11%	100.00%
34422	Recycling - Transfer Station	4,000	5,068	6,199	154.97%	100.00%
34426	Sale Of Mulch	100	108	137	137.00%	100.00%
34430	Refuse Collection And Disposal	2,500	734	931	37.24%	100.00%
36330	Sale of Equipment	0	0	0	0.00%	100.00%
36350	Insurance Recoveries	0	0	0	0.00%	100.00%
36350	Operating Transfers - Gen. Fund	250,000	187,827	250,000	100.00%	100.00%
	Use of Fund Balance	0	396,014	0	0.00%	100.00%
	Total Revenues and Other Sources	1,847,300	2,144,441	1,844,522	99.85%	100.00%
EXPENDITURES						
43200	Solid Waste	1,891,596	2,144,441	1,715,583	90.70%	100.00%
	Total Expenditures	1,891,596	2,144,441	1,715,583	90.70%	100.00%
Total	Solid Waste Fund	-44,296	0	128,938		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
212 Debt Service Fund						
REVENUES						
31920	Room Occupancy Tax	750,000	818,957	917,701	122.36%	100.00%
36100	Interest Earnings	50,000	111,478	103,946	207.89%	100.00%
37940	Transfer In	2,336,157	1,401,000	2,336,157	100.00%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues and Other Sourc	3,136,157	2,331,435	3,357,803	107.07%	100.00%
EXPENDITURES						
49111	Camp Jordan - Phase Two - 2020	144,525	144,230	144,525	100.00%	100.00%
49114	Refunding Bond Issue - 2021	681,963	837,263	681,963	100.00%	100.00%
49300	Series 2022 Bond Issue	725,717	490,772	624,267	86.02%	100.00%
49310	2015 - Exit One/Capital Projects	206,813	208,875	206,813	100.00%	100.00%
49320	Capital Projects - Series 2024	604,324	0	604,323	100.00%	100.00%
49410	Public Safety Capital Outlay Note	0	0	0	0.00%	100.00%
49411	Public Safety Capital Outlay Note	0	0	0	0.00%	100.00%
49412	Public Safety - Lease Purchase	43,795	0	43,795	100.00%	100.00%
49413	Public Safety - Capital Outlay Note	105,508	106,337	105,686	100.17%	100.00%
49414	Public Safety - Lease Purchase	53,530	53,530	53,530	100.00%	100.00%
	Total Expenditures	2,566,175	1,841,006	2,464,901	96.05%	100.00%
Total	TML Loan Fund	569,982	490,428	892,902		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
341 Capital Improvement Fund						
REVENUES						
33113	LPRF 2024 - C. CENTER	600,000	0	81,150	13.53%	100.00%
33120	2015 Multi Modal	0	1,449,144	0	0.00%	100.00%
36100	Interest	168,810	5,166	312,717	0.00%	100.00%
36421	TN Am Water Grant	0	72,623	0	0.00%	100.00%
36915	Bond Proceeds	12,000,000	11,365,044	1,887,992	9.89%	100.00%
36990	Misc. Revenues	12,000	0	21,762	0.00%	100.00%
36992	Hamilton County	1,000,000	0	0	0.00%	100.00%
37940	Operating Transfers - Other Funds	276,657	0	514,657	0.00%	100.00%
	Use of Fund Balance	1,209,319	0	3,879,121	0.00%	100.00%
	Total Revenues and Other Sourc	15,266,786	12,891,977	6,697,399	11.49%	100.00%
EXPENDITURES						
41100	Administrative	15,500	0	11,611	74.91%	100.00%
41800	Bldg/Grounds Maint.	400,000	284,859	280,495	70.12%	100.00%
41900	City Hall Complex	20,000	0	19,503	97.51%	100.00%
41920	Multi Purpose Pavillion	6,000,000	308,130	3,535,146	58.92%	100.00%
43110	Multi Modal Project	450,810	2,962,379	436,810	96.89%	100.00%
43121	N. Mack Smith	4,500,000	688,770	776,468	17.25%	100.00%
43122	Resurfacing Projects	937,976	1,800	40,895	4.36%	100.00%
43126	Spring Creek Project	110,000	0	107,461	97.69%	100.00%
44410	Parks & Recreation	1,440,000	179,196	1,274,772	88.53%	100.00%
44421	Splash Pad/Playground	0	0	0	0.00%	100.00%
44423	Dog Park - Town Center	0	0	0	0.00%	100.00%
44424	Animal Shelter Building	0	179,079	0	0.00%	100.00%
44425	Dickert Pond Pier	10,000	72,623	9,957	99.57%	100.00%
44426	Fuel Tank-Public Safety	125,000	0	0	0.00%	100.00%
44430	C Center Upgrad	1,200,000	21,205	180,810	15.07%	100.00%
44450	McBrien Complex	7,500	0	7,500	100.00%	100.00%
46511	Community Development	50,000	20,000	15,971	31.94%	100.00%
47000	Economic Dev/Assist/Inc.	0	714,668	0	0.00%	100.00%
	Total Expenditures	15,266,786	5,432,710	6,697,399	43.87%	100.00%
Total	Capital Projects Fund	0	7,459,267	0		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
410 ARPA Fund						
REVENUES						
37940	Transfer In	0	0	0	0.00%	100.00%
	Use of Fund Balance	436,171	2,922,046	969,252	0.00%	100.00%
	Total Revenues and Other Sourc	436,171	2,922,046	969,252	0.00%	100.00%
EXPENDITURES						
44424	Animal Shelter Facility	969,253	2,076,639	969,252	100.00%	100.00%
46490	Stormwater Projects - Ringgold Ro	436,171	845,407	0	0.00%	100.00%
	Total Expenditures	1,405,424	2,922,045	969,252	68.97%	100.00%
Total	Capital Projects Fund	0	1	0		

FISCAL YEAR ENDING 06/30/2025	Year-To-Date by Amount	Variance
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Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
126 DOJ Forfeiture Fund						
REVENUES						
33197	Federal/State Grants	20,000	0	21,928	109.64%	100.00%
	Use of Fund Balance	0	0	0	0.00%	100.00%
	Total Revenues and Other Sourc	20,000	0	21,928	109.64%	100.00%
EXPENDITURES						
42127	Drug/Law Enforcement	20,000	0	180	0.90%	100.00%
	Total Expenditures	20,000	0	180	0.90%	100.00%
Total	Drug Investigation Fund	0	0	22,107		

ORDINANCE NO. 1232

AGENDA MEMORANDUM

Code Adoption

Date: September 11th, 2025

Submitted by:


Michael Howell, Chief Building Official

SUBJECT:

The Tennessee State Fire Marshal's Office requires exempt municipalities to adopt codes within seven (7) years of the most current published edition pursuant to the Tennessee Code Annotated § 68-120-101(b)(5)(A).

The City of East Ridge last adopted the 2017 edition of the National Electrical Code through Ordinance 1096 on February 28, 2019. To remain in compliance with state requirements, we now need to adopt the 2023 National Electrical Code edition. This helps ensure we're keeping up with current life safety standards and maintaining consistency with other exempt jurisdictions across the state.

The adoption of the 2023 National Electrical Code will go into effect on January 1, 2026, giving contractors ample time to adjust to the newly adopted 2023 NEC requirements and amendments.

ORDINANCE NO. 1232

AN ORDINANCE TO AMEND EAST RIDGE CITY CODE, ARTICLE 12, CHAPTER 3, SECTION 12-301, IN ORDER TO ADOPT THE 2023 NATIONAL ELECTRICAL CODE AS THE OFFICIAL ELECTRICAL CODE OF THE CITY OF EAST RIDGE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, That East Ridge City Code, Article 12, Chapter 3, Section 12-301 be and hereby is amended by deleting the present Section 12-301 in its entirety and substituting in lieu thereof the following:

Section 12-301. Code Adopted.

The National Electrical Code of 2023 (NFPA 70: National Electrical Code, International Electrical Code Series) is hereby adopted as the official electrical code of the City. Such Code is adopted by reference pursuant to the provisions of T.C.A. §6-54-501 through §6-54-506. The tables and examples included in Annexes A-E the National Electrical Code of 2023 are not adopted by the City of East Ridge. The provisions of such National Electrical Code shall be in full force and effect to the same extent as if such provisions were copied verbatim herein, except as amended by section 12-307.

Section 12-306. Fees

Permit Fee	\$50.00
Inspection Fee Per Inspection	\$35.00
Re-Inspection Fee	\$35.00
Consultation Base Fee. Hourly after 30 min.	\$35.00
Power Out over a year	\$50.00

Any inspection that requires more than 30 minutes will be assessed at an hourly rate of \$35.00.

BE IT FURTHER ORDAINED that section 12-307 be and hereby is amended by deleting the present Section 12-307 in its entirety and substituting in lieu thereof the following:

Section 12-307. Amendments to the Code Adopted.

The following sections of the National Electrical Code, Edition 2023, are hereby amended, as hereinafter approved:

- (a) Sections 110.24(B), Available Fault Current shall be optional;
- (b) Section 210.8 (A) is amended to make the 250-volt receptacles for garages, kitchens, and laundry, plus refrigerators further than 6' from sinks, optional;
- (c) Sections 210.12 is amended so as to make Arc Fault Circuit Interrupters ("AFCIs") optional for laundry areas and for branch circuits dedicated to supplying refrigeration equipment;
- (d) Section 210.19(C) is amended to delete said section in its entirety and substitute in lieu thereof the requirement that all range taps shall be on separate wired circuits; and
- (e) Section 210.52(C)(2) – Island and Peninsular Countertops and Work Surfaces Receptacle Outlets. The installation of a receptacle outlet at the island, peninsula, or work surface is at the discretion of the builder or homeowner and is not required by this section. If installed to serve an island or peninsular countertop or work surface, it shall be installed in accordance with 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions for a future receptacle shall be required only when the structure is built on a concrete slab (slab-on-grade foundation). For slab-on-grade foundations, acceptable provisions for a future receptacle shall include:
 - 1. A raceway system extending from an accessible outlet box to a box or stub-up located in the island or peninsula.

BE IT FURTHER AND FINALLY ORDAINED, that this Ordinance shall become effective January 1, 2026, and all designs, drawings and plans submitted on or after January 1, 2026, shall conform to the National Electrical Code of 2023 as adopted and amended herein.

Passed first reading _____, 2025

Passed second reading _____, 2025

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3734

AGENDA MEMORANDUM
N MACK SMITH ROAD WIDENING PROJECT
Change Order – Unsuitable Soil

September 11, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

On August 26, 2025 Adams Contracting notified ASA Engineering and my office that they encountered unsuitable material at the subgrade level within the roadway; specifically, the widened western lanes from the Fairfield Inn to the former Portofino's comprising 16,250 square feet at an undercut of 1 foot below subgrade. Thus, the need for a change order to account for this additional roadway work by Adams Contracting on this road widening project.

The probable cost of this change order, based on ASA Engineering calculations, comes to \$156,214.18. Please see copy of email dated August 29, 2025 from Jason Rogers, Business Manager, Adams Contracting, to Shane Fletcher, Construction Inspector, ASA Engineering (attached hereto). This work needs to be done to provide for the structural integrity of the roadway (western fourth lane).

Per Adams Contracting notification on August 29th, given the urgency of completing paving operations before the end of the asphalt season, prompt attention is crucial to avoid delays to the project schedule. Therefore, to keep this roadway project moving forward with no delays, I authorized the work to be done on September 2, 2025.

Attachments

JSM/

RESOLUTION NO. 3734

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROVE
CHANGE ORDER REQUEST NO. 6 FOR THE NORTH
MACK SMITH ROAD WIDENING AND IMPROVEMENTS
PROJECT TO ADDRESS 16,250 SQUARE FEET OF
UNSUITABLE SOIL**

WHEREAS, at its regular business meeting on December 14, 2023, the East Ridge City Council awarded the bid for the North Mack Smith Road Widening and Improvements Project to Adams Contracting, LLC, in the amount of Two Million Three Hundred Thirty-Five Thousand Six Hundred Forty-Three Dollars (\$2,335,643.00); and

WHEREAS, during construction on North Mack Smith Road, unsuitable soil was encountered that requires undercut and stabilization to achieve the specified roadbed; and

WHEREAS, ASA Engineering recommended undercutting and placing graded aggregate base with geogrid reinforcement, and confirmed with UES that a biaxial geogrid installed according to the manufacturer's guidelines is sufficient; and

WHEREAS, Adams Contracting LLC provided pricing based on ASA Engineering's calculations for approximately 16,250 square feet of undercut area; and

WHEREAS, Adams Contracting LLC submitted a change order in the estimated amount of One Hundred Fifty-Six Thousand Two Hundred Fourteen Dollars and Eighteen Cents (\$156,214.18) for the necessary modifications; and

WHEREAS, the City Manager recommends approval of Change Order No. 6 in an amount not to exceed One Hundred Fifty-Six Thousand Two Hundred Fourteen Dollars and Eighteen Cents (\$156,214.18).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorizes the City Manager to approve Change Order No. 6 with Adams Contracting, LLC for the North Mack Smith Road Widening and Improvements Project in an amount not to exceed One Hundred Fifty-Six Thousand Two Hundred Fourteen Dollars and Eighteen Cents (\$156,214.18).

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

Scott J. Miller

From: Jason Rogers <jrogers@adamscontractingky.com>
Sent: Friday, August 29, 2025 2:00 PM
To: Shane Fletcher
Cc: Scott J. Miller; Jeffrey Sikes; Melanie Anderkin; George Mitchell; Scott Adams
Subject: Re: East Ridge Mack Smith Road - Unsuitable Subgrade Conditions and Potential Undercut Requirements
Attachments: TDOT AVG GEOGRID TYPE 2.pdf

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

Hi Shane

I've included below a recap of the undercut based on your calculations, along with a price for the GBX-12 Type 2 Geogrid.

ASA Calculations

16,250 SF of Undercut Area

(Undercut the road to 1' below subgrade, place 303.01 in 6" lifts, with GBX-12 Type 2 Geo-Grid starting at the bottom of the undercut area, placing between each layer for a total of three grids.)

203-03 BORROW EXCAVATION (UNCLASSIFIED)	603 CY	\$67.50 per CY	=
\$40,702.50			
303-01 MINERAL AGGREGATE, TYPE A, GRADING D	1,250 TN	\$60.00 per TN	=
\$75,000.00			
740-07.04 GEOGRID REINFORCEMENT TYPE 2	5,416 SY	\$7.48 per SY	=
\$40,511.68			

(The area volume you provided is a neat line calculation. Please be advised that the manufacturer for both TRIAX and GBX-12 recommends a 1/3 lap to allow the product to support the subgrade properly. The actual quantity of Geogrid will increase based on the amount of lap necessary at each location.)

I have attached the TDOT Avg Unit Bid Tabs for the Geogrid.

Please let me know if you require any additional information. Once Scott approves, will you please ask him to send me approval so we may commence construction?

Thanks
Jason Rogers

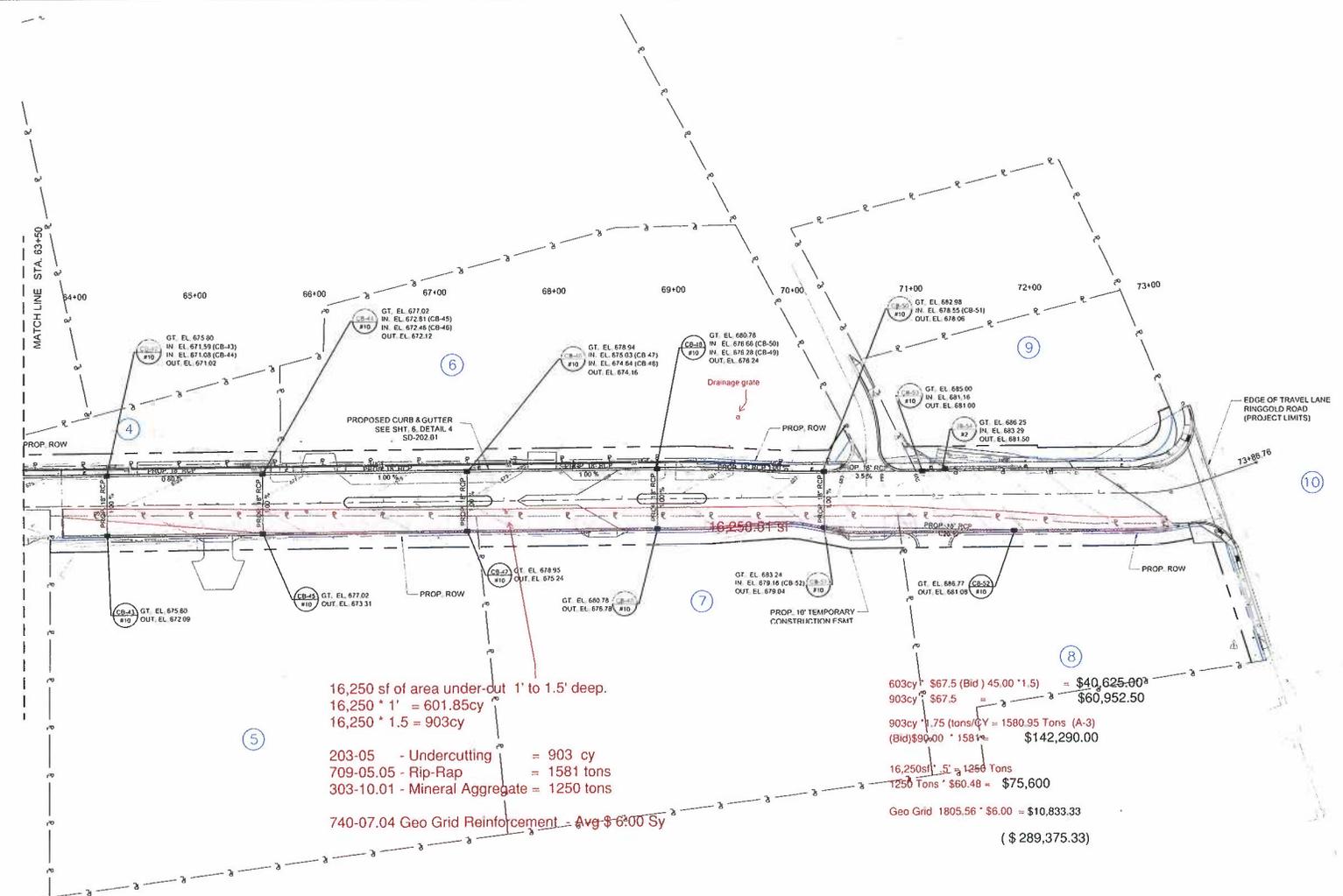


Jason W. Rogers, PMP

OPERATIONS MANAGER | ADAMS CONTRACTING

SEAL

CONSTRUCTION PLANS
 FOR
N. MACK SMITH RD (SOUTH END)
 FOR
 CITY OF EAST RIDGE
 EAST RIDGE, TN 37412



16,250 sf of area under-out 1' to 1.5' deep.
 $16,250 \times 1' = 601.85\text{cy}$
 $16,250 \times 1.5 = 903\text{cy}$

203-05 - Undercutting = 903 cy
 709-05.05 - Rip-Rap = 1581 tons
 303-10.01 - Mineral Aggregate = 1250 tons

740-07.04 Geo Grid Reinforcement - Avg \$6.00/Sy

$603\text{cy} \times \$67.5 (\text{Bid}) \times 45.00 \times 1.5 = \$40,625.00$
 $903\text{cy} \times \$67.5 = \$60,952.50$

$903\text{cy} \times 1.75 (\text{tons/cy}) = 1580.95 \text{ Tons (A-3)}$
 $(\text{Bid}) \$90.00 \times 1581 = \$142,290.00$

$16,250\text{sf} \times 5' = 1250 \text{ Tons}$
 $1250 \text{ Tons} \times \$60.48 = \$75,600$

Geo Grid $1805.56 \times \$6.00 = \$10,833.33$
(\$ 289,375.33)

State Unit Price

Pay Item	203-05	UNDERCUTTING C.Y.	709-05-05	MACHINED RIP-RAP (CLASS A-3)	TON							
Region	1	2	3	4	1	2	3	4				
Cost Per CY	\$20.82	\$34.92	\$20.97	\$12.00	\$58.82	\$67.15	\$65.52	\$48.96	\$131.00	\$198.65	\$176.75	\$357.50
Units	3001.50	6720.00	21152.00	12138.00	1131.00	2147.00	3232.00	10013.00				
Total Cost	\$6248.10	\$234,640.00	\$443,500.00	\$145,656.00	\$66,523.50	\$144,176.75	\$211,864.00	\$487,357.50				



No.	Description	Date
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT NO: 21-0164
 DATE: 10/20/23
 SCALE: AS SHOWN
 DESIGNED BY: ASA
 DRAWN BY: ASA
 CHECKED BY: ASA

TITLE: **GRADING & STORMWATER ENLARGEMENT 2**

SHEET NO:

RESOLUTION NO. 3735

AGENDA MEMORANDUM
McDONALD ROAD
Road Reconstruction

September 11, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

One of the items/issues that What-A-Burger brought forth with the Building Department during the development discussions was the need to reconstruct the intersection of McDonald Road at Ringgold Road; specifically, the elimination of the hump that exists on McDonald and the resurfacing of that roadway from Ringgold Road north to Slater Road. This roadway also leads to Motel 8, Candlewood Suites Hotel, the Antique Mall, and Champy's; therefore, the road improvement would benefit these businesses.

The City has an active road resurfacing agreement (FY 2024/2025) with Caldwell Paving & Grading, LLC and they have agreed to perform this additional work via a change order in the amount not to exceed \$48,495.50. I would recommend that this change order be approved and that the funds be charged to the 2025/2026 road resurfacing account.

Attachment

JSM/

RESOLUTION NO. 3735

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
APPROVING A CHANGE ORDER WITH CALDWELL
PAVING & GRADING, LLC FOR ROADWAY
IMPROVEMENTS ON MCDONALD ROAD IN AN
AMOUNT NOT TO EXCEED \$48,495.50**

WHEREAS, during development discussions with the Building Department, What-A-Burger identified the need to reconstruct the intersection of McDonald Road at Ringgold Road, including the elimination of the roadway hump on McDonald Road and resurfacing McDonald Road from Ringgold Road north to Slater Road; and

WHEREAS, this roadway also serves several businesses, including Motel 8, Candlewood Suites Hotel, the Antique Mall, and Champy's, and these improvements will provide a public benefit to the community; and

WHEREAS, the City currently has an active road resurfacing agreement with Caldwell Paving & Grading, LLC; and

WHEREAS, Caldwell Paving & Grading, LLC has agreed to perform the additional improvements through a change order in an amount not to exceed Forty-Eight Thousand Four Hundred Ninety-Five Dollars and Fifty Cents (\$48,495.50); and

WHEREAS, funding for this project will be appropriated from the Fiscal Year 2026 Road Resurfacing Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby approves the change order with Caldwell Paving & Grading, LLC for the roadway improvements on McDonald Road in an amount not to exceed Forty-Eight Thousand Four Hundred Ninety-Five Dollars and Fifty Cents (\$48,495.50), and authorizes that the cost be charged to the Fiscal Year 2026 road resurfacing account.

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

Slater Road
What-a-Burger V3

LINE NUMBER	ITEM NUMBER	Description	UNIT	QUANTITY	UNIT PRICE BID	AMOUNT
0010	105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1	\$2,500	\$ 2,500.00
0020	303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D (6")	TON	52	\$96.00	\$ 4,992.00
0030	307-02.01	ASPHALT CONCRETE MIX(PG64-22) (BPMB-HM) GRADING E (1.5")	TON	45	\$210.00	\$ 9,450.00
0040	307-02.08	ASPHALT CONCRETE MIX(PG64-22) (BPMB-HM) GRADING B-M2 (2")	TON	20	\$190.00	\$ 3,800.00
0050	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	0.25	\$406.00	\$ 101.50 -
0060	604-10.04	DEMOLITION WORK	LS	1	\$10,500.00	\$ 10,500.00
0070	701-01.01	CONCRETE SIDEWALK (4")	S.F.	0		\$ -
0080	701-02	CONCRETE DRIVEWAY (6")	S.F.	0		\$ -
0090	701-02.03	CONCRETE CURB RAMP (6")	S.F.	203	\$24.00	\$ 4872.00
0100	702-01	CONCRETE CURB (18")	C.Y.	2	\$1,500.00	\$ 1,500.00
0110	702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	6	\$875.00	\$ 5,250.00
0120	716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	14	\$100.00	\$ 1,400.00
0130	730-14.02	SAW SLOT	L.F.	100	\$6.50	\$ 650.00
0140	730-14.03	LOOP WIRE	L.F.	180	\$11.00	\$ 1,980.00
0150						
0160						\$ -
0170						\$ -
0180						\$ -
0190						\$ -

46,995.50

TOTAL AMOUNT BID \$ 48,495.50 -

COMPANY NAME: Caldwell Paving & Grading, LLC

RESOLUTION NO. 3736

AGENDA MEMORANDUM
YMCA FACILITY AT CAMP JORDAN PARK
A Capital Campaign Feasibility Study

September 11, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

A meeting was held on Friday, August 22, 2025 between representatives from the YMCA of Metropolitan Chattanooga, ASA Engineering, City of East Ridge, and State Representative Esther Helton Haynes for the purpose of continued discussions on the potential location of a YMCA in Camp Jordan Park. Rich Zingale, consultant to the YMCA, presented a schematic plan of the proposed facility to the group.

The next step in the process is to find out answers to the question as to “how much can we raise?” In essence, the commission of a capital campaign feasibility study. Attached hereto please find a proposal from Triangle 2 to perform such a study. The study cost fee would be \$30,000; proposed to be split between the City and the YMCA. The \$15,000 can be charged to the economic development account in the General Fund.

Attachments

JSM/

RESOLUTION NO. 3736

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY'S PARTICIPATION IN
FUNDING A CAPITAL CAMPAIGN FEASIBILITY
STUDY FOR A POTENTIAL YMCA FACILITY AT
CAMP JORDAN PARK**

WHEREAS, the City of East Ridge has engaged in discussions with the YMCA of Metropolitan Chattanooga regarding the potential development of a YMCA facility at Camp Jordan Park; and

WHEREAS, on August 22, 2025, a meeting was held between representatives from the YMCA, ASA Engineering, the City of East Ridge, and State Representative Esther Helton Haynes to continue discussions on this potential project, during which a schematic plan of the proposed facility was presented by Rich Zingale, consultant to the YMCA; and

WHEREAS the next step in the process is to determine the financial viability of the project through a capital campaign feasibility study; and

WHEREAS, Triangle 2 has submitted a proposal to perform the feasibility study for a total fee of Thirty Thousand Dollars (\$30,000), which may be shared equally between the City and the YMCA.

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 City's participation in funding a capital campaign feasibility study by Triangle 2 at a total cost of Thirty Thousand Dollars (\$30,000), with the City's share not to exceed Fifteen Thousand Dollars (\$15,000), contingent upon an equal contribution from the YMCA of Metropolitan Chattanooga.

SECTION 2. The City Manager or his designee is hereby authorized to execute all documents necessary to carry out the intent of this Resolution.

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

EXPLORING THE FUTURE OF THE EAST RIDGE YMCA: A Capital Campaign Feasibility Study

YMCA of Metropolitan Chattanooga
East Ridge location



Triangle2

 www.Triangle2.com



Kim Looby
August 2025

WHO WE ARE



Triangle2

Triangle2 Solutions is a strategic consulting firm that helps organizations achieve measurable success through intelligence and innovation. With over two decades of experience, we specialize in data analytics, strategic planning, leadership development, philanthropy and stakeholder engagement—always delivering custom solutions backed by research, collaboration, and results. Learn more about our solutions at Triangle2.com.

25

Years of operations

500+

Happy clients

OUR SOLUTIONS

Triangle2 provides an integrated set of solutions to help nonprofit organizations achieve Mission Success driven by four operating principles.

Mission Success is the magnitude of the measurable results an organization produces that is promised in their mission statement and plans.



UNLOCKING YOUR CAMPAIGN POTENTIAL

You've envisioned something transformative for your community — and this study is an important step in making it real. We'll explore the resonance of your vision, build relational momentum with key stakeholders, and assess your readiness for a successful capital campaign. We believe in listening first, then mapping a path forward together.

Through case development, planning exercises, confidential interviews, and stakeholder engagement, you'll gain:

- Deeper understanding of donor capacity and enthusiasm
- A prioritized roadmap of your most viable prospects
- Insights into key message alignment and case framing
- Strategic recommendations tailored to your organization's strengths

Our Collaborative Approach

At Triangle2, we view the feasibility study not just as a data-gathering exercise, but as a powerful moment to deepen relationships and build momentum. That's why we invite the YMCA CEO to join us in donor interviews—so they can personally share the organization's vision and values. These conversations aren't just informational; they're relational. Each one is a chance to strengthen the bond between the Y and its prospective champions.

We bring focused expertise in three critical areas that shape the success of every feasibility study:

The Right Plan

We begin by reviewing your capital project scope, fundraising goals, and business planning process to ensure all foundational elements are aligned. Our goal is to help you present a well-developed, credible plan that inspires confidence among top donors. We'll also assist in identifying potential funding partners—public, private, or philanthropic—who may be aligned with your mission and ready to invest.

The Right People

We guide your team through a thorough prospect identification and rating process to ensure the study includes the most strategic voices. Our research will help uncover new prospects, and for YMCAs with a robust member or program base, we recommend a wealth screening to assess giving capacity. This not only informs your capital strategy—it strengthens your annual campaign efforts as well.

The Right Story

Your case for support is your first impression. We'll help you craft messaging that is clear, concise, and emotionally resonant—one that reflects the heart of your YMCA and the urgency of your vision. Whether it's a new facility, expanded programming, or a transformational initiative, we'll ensure your story connects and compels.

Together, we'll build a feasibility study that's not only informative—but catalytic. One that lays the groundwork for a successful campaign and lasting donor engagement.



OUR APPROACH WITH YOU

We're honored to partner with you as you pursue the bold and inspiring vision for the potential East Ridge YMCA. Our first step together will be to determine the appropriate campaign size—grounded in both aspiration and data. From there, our feasibility study will help answer the essential questions that shape a successful campaign strategy:

Organizational Readiness

- Do you have the internal systems, staffing structure, and volunteer engagement needed to support a major capital campaign?
- Are your annual campaign indicators strong enough to serve as a foundation for expanded fundraising?

Community Perception & Donor Alignment

- How is your YMCA perceived among potential donors?
- Does the Y rank among their philanthropic priorities, and how does your mission resonate with their values?

Project Clarity & Consensus

- Is there broad agreement on your capital project plans and the community needs they address?
- Are donors likely to designate their support toward specific elements of the project?

Prospect Depth & Campaign Viability

- Are there sufficient prospects at the giving levels required to substantiate a multi-million campaign?
- What does your current base reveal about capacity, and where might new opportunities lie?

Campaign Structure & Leadership

- What campaign structure will best support your goals—phasing, pacing, and positioning?
- Can the East Ridge YMCA in Chattanooga, TN attract the caliber of volunteer leadership needed to elevate visibility and credibility?

External Environment

- What economic, philanthropic, and competitive factors may influence your campaign's timing and success?

Triangle2 will apply its expertise in donor engagement, strategic partnerships, and data synthesis to determine whether the region can sustain a campaign of the projected scope and scale.

Based on our analysis of these key areas, we will deliver clear, actionable recommendations to help you structure a campaign that is both ambitious and achievable.

IMPLEMENTATION PLAN & TIMELINE

Key Deliverables

Triangle2's campaign feasibility studies typically engage over 100 individuals through a combination of online surveys and in-depth interviews. We will work closely with your team to determine the optimal number of interviews based on your project scope and donor landscape, with a target of 25–30 individual interviews to support campaign readiness.

Stakeholder Engagement & Preparation

- Volunteer Task Force Support: Provide training and strategic guidance to activate a volunteer-led study task force.
- Case for Support Development: Craft a concise, compelling presentation that clearly communicates your vision, impact, and funding priorities.
- Prospect Pre-Read Packet: Design and distribute a tailored information packet to interviewees in advance, ensuring informed and meaningful conversations.

Data Collection & Analysis

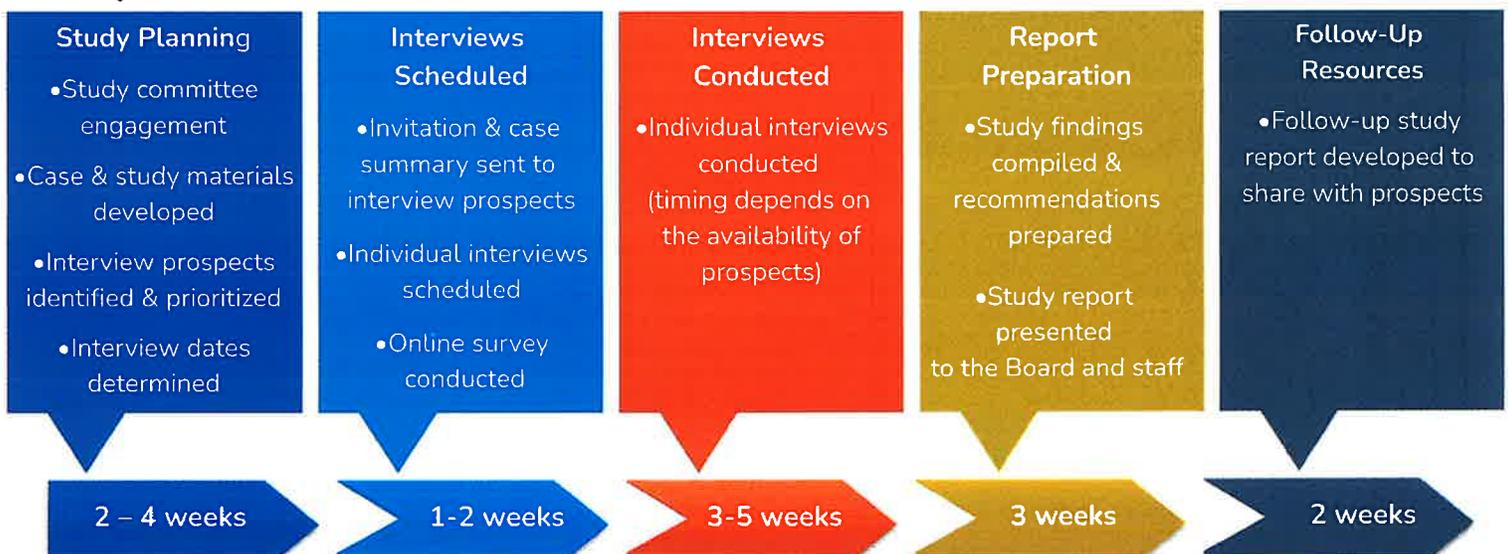
- Donor Capacity & Wealth Screening: Use donor giving history, local demographic data, giving trends and donor and member wealth screening to identify giving capacity for the campaign.
- Individual Interviews: Assess and prioritize prospective donors, community leaders, etc. for final interview list. Conduct confidential interviews with 25–30 key prospects.
- Online Stakeholder Survey: Gather insights from board members and other key stakeholders via a customized online questionnaire.

Final Report & Strategic Recommendations

Delivered on-site, our comprehensive study report will include:

- Key findings and actionable recommendations
- Suggested campaign goal and timeline
- Donor interest levels, including potential for planned giving
- Refined messaging and recommendations for the Case for Support
- A list of recommended campaign leaders for consideration
- Campaign prospect list with cultivation strategies
- Proposed campaign organizational structure

Key Milestones



PROJECT PARTNERS & FEE STRUCTURE

Triangle2 Solutions is uniquely equipped to guide The YMCA of Metropolitan Chattanooga through this pivotal project. With decades of experience in feasibility studies, capital campaigns, and community engagement for YMCAs, foundations, and nonprofits, our team delivers expertise you can trust.

We've worked with leaders in youth development, community engagement, health, and philanthropy to create scalable, community-focused solutions. Our approach combines in-depth research, strategic facilitation, and stakeholder-focused messaging to address unique opportunities and challenges.

With a proven track record in managing multi-million-dollar capital projects, branding campaigns, strategic planning and pricing studies, Triangle2 brings analytical precision and hands-on leadership. We deliver actionable strategies that help communities thrive.

Campaign Consultant: Kim Looby, Senior Consultant

Kim brings more than 30 years of YMCA leadership, national consulting, and business development expertise. Her track record includes leading successful annual and capital campaigns, securing over \$30 million in program funding. With deep sector knowledge and a strategic mindset, Kim partners with clients to strengthen their financial development efforts and advance their charitable mission with clarity and impact.

Campaign Consultant: Teri McGuill, CFRE, Senior Consultant

Teri is seasoned executive and philanthropic leader with over three decades of experience in nonprofit fundraising and consulting. With over 20 years of YMCA experience, including Chief Development Officer, she brings a robust background in community building, relationship management, and fundraising, with a proven ability to identify, secure, and manage resources to effectively support organizational missions.

STUDY FEES

Our pricing ensures quality and value, delivering feasibility studies that lead to clear paths forward and campaign materials that resonate with funders and community leaders.

- **Study Fee:** \$30,000 (includes interviews, survey tools, case for support presentation, and wealth screening of up to 1,000 donor records)
- **Payment Schedule:** 50% at project start; remaining balance upon report delivery
- **Travel Costs:** Travel expenses are billed separately and in addition to the Study Fee. Triangle2 estimates these expenses to be no more than \$6,000.

The proposal includes the design of a prospect pre-read packet. Any additional graphic design work will be scoped separately and billed in addition to the professional fees. Triangle2 will provide cost estimates for approval before initiating any design work. The client will be invoiced for professional fees and reimbursement of approved expenses at the start and completion of the project.



ACKNOWLEDGEMENT & AGREEMENT

Triangle2 Solutions is committed to delivering every phase of the project on time, within budget, and to the client's full satisfaction.

Kim Looby will lead the effort as project manager, providing strategic guidance and hands-on consulting throughout. She will collaborate closely with Y staff to ensure the process stays on track and achieves the intended outcomes. Teri McGill will support the project on behalf of Triangle2, backed by the full strength and expertise of the Triangle2 team.

Data Policy

The client agrees to share necessary data, such as current and former donor and member names as needed for the project. Triangle2 understands and agrees that, under no circumstances, shall the data be used for any purpose other than the work for which the client has retained it. Data will not be shared with or sold to any third party. After two years or upon the earlier request of the client, the supplied data shall be purged from all Triangle2 systems.

Agreement

Triangle2 Solutions appreciates the opportunity to explore a potential partnership with The YMCA of Metropolitan Chattanooga. We bring deep sector expertise and a flexible, mission-aligned approach to consulting—ready to support your evolving goals with clarity, care, and strategic insight.

Should you choose to move forward, our work together would be grounded in shared values and a commitment to strengthening the YMCA's community impact through thoughtful execution and collaborative planning.

08/22/2025

Kim Looby
Senior Consultant
Triangle2 Solutions

Date

Tripp McCallie
Chief Development Officer
YMCA of Metropolitan Chattanooga

Date



RESOLUTION NO. 3737

AGENDA MEMORANDUM

Crime Suppression Vehicle Purchase

Date: 09/11/2025

Submitted by:

Clint Uselton, Police Chief
Name, Title

SUBJECT:

The East Ridge Police Department requests approval to purchase two (2) 2025 Ford Explorer SUVs from Lonnie Cobb Ford, under state contract SWC 209. These vehicles will be outfitted for use by the Crime Suppression unit.

Each vehicle is priced at \$50,025.00, bringing the total purchase price to \$100,050.00. \$18,290.00 (installed police equipment) will be taken from the drug fund and \$81,760.00 (vehicle purchase price) will be taken from the general fund. This purchase was included in the budget for the current fiscal year.

Attachment: vehicle quote

RESOLUTION NO. 3737

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE PURCHASE OF TWO FORD
EXPLORER SPORT UTILITY VEHICLES FROM LONNIE
COBB FORD THROUGH THE TENNESSEE DEPARTMENT
OF GENERAL SERVICES STATEWIDE CONTRACT
LISTING #209, PURSUANT TO TENNESSEE CODE
ANNOTATED 12-3-1201(b), FOR USE BY THE EAST RIDGE
POLICE DEPARTMENT CRIME SUPPRESSION UNIT**

WHEREAS, the City of East Ridge Police Department is in need of two (2) Ford Explorer Sport Utility Vehicles; and

WHEREAS, the vehicles will be used in the Crim Suppression Unit; and

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

WHEREAS, the total cost for the purchase of these two (2) vehicles is one hundred thousand fifty dollars (\$100,050); and

WHEREAS, eighteen thousand two hundred ninety dollars (\$18,290) will be paid from the City's Drug Fund, and the remaining balance of eighty-one thousand seven hundred sixty dollars (\$81,760) will be paid from the City's General Fund; and

WHEREAS, funding for this purchase was included in the adopted budget for the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to execute all documents necessary to purchase two (2) Ford Explorer Sport Utility Vehicles from Lonnie Cobb Ford through the Department of General Services Statewide Contract Listing #209, pursuant to TCA 12-3-1201(b), at a cost of one hundred thousand fifty dollars (\$100,050).

BE IT FURTHER RESOLVED that eighteen thousand two hundred ninety dollars (\$18,290) will be paid from the City's Drug Fund, and the remaining balance of eighty-one thousand seven hundred sixty dollars (\$81,760) will be paid from the City's General Fund to purchase the vehicles.

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



Prepared by: STEVEN BLACKSTOCK
07/24/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 530

Re: Vehicle Proposal 07/24/2025

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
07/24/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 530

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Accessories Warranty

Accessories warranty 36 months/36,000 miles

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
07/24/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 530

As Configured Vehicle

Code	Description	MSRP
K8D	Base Vehicle Price (K8D)	\$41,755.00
200A	Equipment Group 200A Standard Package <i>Includes:</i> - Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i> - Transmission: 10-Speed Automatic - 3.58 Non-Limited Slip Rear Axle - Tires: P255/65R18 AS BSW <i>Includes mini spare.</i> - Wheels: 18" Sparkle Silver-Painted Aluminum - Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i> - Radio: AM/FM Stereo <i>Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	N/C
99H	Engine: 2.3L EcoBoost I-4 <i>Includes auto start-stop technology.</i>	Included
44T	Transmission: 10-Speed Automatic	Included
STDAX	3.58 Non-Limited Slip Rear Axle	Included
STDTR	Tires: P255/65R18 AS BSW <i>Includes mini spare.</i>	Included
STDWL	Wheels: 18" Sparkle Silver-Painted Aluminum	Included
8	Unique Heated Cloth Captain's Chairs <i>Includes 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger with manual recline.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119.1" Wheelbase	STD
STDRD	Radio: AM/FM Stereo	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
07/24/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 530

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<p>Eligible 2025 model-year vehicle receive complimentary access to 3-years of Alexa built-in and 1-year of Ford premium connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.</p> <p><i>Includes MP3 capability, 6 speakers, speed-compensated volume, SiriusXM with 360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience with 13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility. Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i></p>	
425	50 State Emissions System	STD
8H_02	Dark Gray/Onyx w/Unique Heated Cloth Captain's Chairs	N/C
YZ_02	Oxford White	N/C
light package	admin light package w/ half cage	\$8,750.00
tint	tint - including full windshield	\$395.00
SUBTOTAL		\$50,900.00
Destination Charge		\$1,595.00
TOTAL		\$52,495.00

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 by: STEVEN BLACKSTOCK
07/24/2025

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2025 Explorer 4dr 4x4 Active (K8D)

Price Level: 530

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$41,755.00
Options		\$0.00
Colors		\$0.00
Upfitting		\$9,145.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,595.00
Subtotal		\$52,495.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$2,470.00
Total		\$50,025.00

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. 3738

AGENDA MEMORANDUM

Fingerprint System Purchase

Date: 09/11/2025

Submitted by:

Clint Uselton, Police Chief

Name, Title

SUBJECT:

The East Ridge Police Department requests approval to purchase an Eagle Print fingerprint system from Eagle Advantage Solutions, Inc. for \$13,180.86.

The fingerprint system will increase efficiency in procuring and submitting fingerprint data to the state. Currently, ERPD still employs ink and fingerprint cards for submissions. This purchase will incur a continuing subscription fee of \$2,769.69 per year in future budgets. This purchase was included in the budget for the current fiscal year.

Attachment: Eagle Advantage quote.

RESOLUTION NO. 3738

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE PURCHASE OF AN EAGLE PRINT
FINGERPRINT SYSTEM AND ANNUAL SUBSCRIPTION
FROM EAGLE ADVANTAGE SOLUTIONS, INC. FOR
THE EAST RIDGE POLICE DEPARTMENT**

WHEREAS, the East Ridge Police Department (ERPD) seeks to improve the efficiency of procuring and submitting fingerprint data to the State of Tennessee; and

WHEREAS, the ERPD currently uses ink and fingerprint cards for submissions, which are less efficient than electronic fingerprinting methods; and

WHEREAS, the Police Chief has recommended the purchase of an Eagle Print fingerprint system from Eagle Advantage Solutions, Inc. at a cost of Thirteen Thousand One Hundred Eighty Dollars and Eighty-Six Cents (\$13,180.86); and

WHEREAS, the system will also require an annual subscription fee of Two Thousand Seven Hundred Sixty-Nine Dollars and Sixty-Nine Cents (\$2,769.69) to maintain continued service and functionality; and

WHEREAS, funding for the purchase of the fingerprint system was included in the adopted budget for the current fiscal year, and future subscription costs will be budgeted annually as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to execute all documents necessary, subject to approval by the City Attorney, to purchase an Eagle Print fingerprint system from Eagle Advantage Solutions, Inc. at an initial cost of Thirteen Thousand One Hundred Eighty Dollars and Eighty-Six Cents (\$13,180.86), and to enter into an annual subscription agreement thereafter at a cost of Two Thousand Seven Hundred Sixty-Nine Dollars and Sixty-Nine Cents (\$2,769.69) per year, subject to annual appropriation of funds by the City Council.

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



Eagle Advantage Solutions, Inc.

133 Parkwood Circle
Carrollton, Georgia 30117
Phone: (770) 834-5283 Fax: (770) 834-5284

Quote

Quote#	: 080725JH1312	Sales person	: Julie Hamilton
Order Date	: 08/07/2025		
Terms	: Due on Receipt		

Bill To	Ship To
East Ridge Police Department Sue Cross 4214 Ringgold Road East Ridge, Tennessee 37412 Bill To Phone: 423-867-3718 Bill To Email: scross@eastridgetn.gov Third Party Payer:No Third Party Payer Name:	East Ridge Police Department Kris Kimsey 4214 Ringgold Road East Ridge, Tennessee 37412 Ship To Phone: 423-867-3718 Ship To Email: kkimsey@eastridgetn.gov

#	Item & Description	Qty	Unit Price	Amount
1	Eagle*Print Criminal and Applicant 10-Print System (Desktop) <ul style="list-style-type: none"> • Green Bit DactyScan 84c 10-Print Scanner • Dell Tower PC • 24" Flat-Screen Monitor • UPS Battery Backup & Network Switch • Lexmark MS821dn Printer • Eagle Print Software 	1.00	8,538.97	8,538.97
2	Zebra DS8108-DL Bundle <ul style="list-style-type: none"> • Includes Zebra DS8108-DL, Interface Cable (Zebra CBA-U21-S07ZBR USB Cable), and Configuration 	1.00	541.20	541.20
3	Annual Support & Hardware Warranty <ul style="list-style-type: none"> • Annual support subject to change. 	1.00	2,769.69	2,769.69
4	Install & Configuration <ul style="list-style-type: none"> • Configure, deliver, and install system at agency location. 	3.00	266.20	798.60
5	Training <ul style="list-style-type: none"> • Train users on using the software and hardware. 	0.25	2,129.60	532.40
6	Notes: <ul style="list-style-type: none"> • Eagle*Print software meets TBI specifications for electronic fingerprint submissions. 	1.00	0.00	0.00

Notes	Sub Total	13,180.86
	Total	\$13,180.86
<ul style="list-style-type: none"> • Quote is valid for 30 days • 100% Payment due on quote execution. • Item pricing and availability is subject to change after quote expiration. • By signing, the signer agrees to purchase the listed items per the terms of this quote and affirms that he or she is authorized to enter into such a purchase agreement on behalf of the signer's organization. The purchaser authorizes Eagle Advantage Solutions, Inc., to buy all hardware and software needed to fulfill the order. 		Authorized Signature

Printed Name of Authorized Purchaser & Date

RESOLUTION NO. 3739

AGENDA MEMORANDUM

**Tennessee Highway Safety Office
Federal FY26 High Visibility Grant**

Award Acceptance

September 11, 2025

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of FFY2025 TN Highway Safety Visibility Grant

The Economic & Community Development Department is requesting approval from the Mayor and Council to accept the Federal Fiscal Year 2026 (FFY26) Tennessee Highway Safety High Visibility Grant in the amount of \$10,000.

In March 2025, the East Ridge Police Department submitted a grant application to the Tennessee Highway Safety Office requesting funds to assist with the purchase of LIDAR-RLR equipment and to conduct targeted saturation events within the city limits. Officers participating in the saturation events will be compensated through department overtime, with the grant reimbursing the department for those costs.

On August 29, 2025, the Tennessee Highway Safety Office notified the City of East Ridge that the grant had been awarded in the amount of \$10,000. This award does not require a local match.

Upon approval, the grant will operate on the federal fiscal year cycle beginning October 1, 2025, through September 30, 2026.

RESOLUTION NO. 3739

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF THE FEDERAL FISCAL YEAR 2026 TENNESSEE HIGHWAY SAFETY OFFICE HIGH VISIBILITY GRANT IN THE AMOUNT OF \$10,000

WHEREAS, the East Ridge City Council desires to create and maintain a safe environment within the city limits for all citizens; and

WHEREAS, the City of East Ridge strives to be a good steward of taxpayer dollars by searching for grant opportunities that coincide with this desire; and

WHEREAS, the City of East Ridge, through its Police Department, submitted a grant application to the Tennessee Highway Safety Office requesting funds to assist with the purchase of LIDAR-RLR equipment and to conduct targeted saturation events within the city limits; and

WHEREAS, on August 29, 2025, the Tennessee Highway Safety Office notified the City that the application had been approved and that the City had been awarded a grant in the amount of Ten Thousand Dollars (\$10,000) and requires no local match; and

WHEREAS, the grant funds will be used for the purchase of LIDAR-RLR equipment and to compensate officers for overtime during saturation events, with the grant reimbursing the department for those costs; and

WHEREAS, the grant performance period will run from October 1, 2025, through September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorize the acceptance of the Federal Fiscal Year 2026 Tennessee Highway Safety Office High Visibility Grant in the amount of Ten Thousand Dollars (\$10,000), and authorize the City Manager or his designee to execute all necessary documents in connection therewith.

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



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2025		End Date September 30, 2026		Agency Tracking # Z26THS105		Edison ID 87701 (PT)	
Grantee Legal Entity Name East Ridge Police Department						Edison Vendor ID 2874	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient			Assistance Listing Number - 20.600				
			Grantee's fiscal year end - June 30				
Service Caption (one line only) High Visibility Enforcement of Tennessee Traffic Safety Laws							
Funding —							
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount		
2026		\$10,000.00			\$10,000.00		
TOTAL:		\$10,000.00			\$10,000.00		
Grantee Selection Process Summary							
<input checked="" type="checkbox"/> Competitive Selection			Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.				
<input type="checkbox"/> Non-competitive Selection							
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>			
Speed Chart (optional)			Account Code (optional)				

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
East Ridge Police Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and East Ridge Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, 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 shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
 - l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
 - m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.
- A.4. Drug-Free Workplace. The Grantee further agrees:
- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
 - b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
 - c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.
- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 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 Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One 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 Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

- 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 Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) 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:

Clyde "Buddy" Lewis, Director
Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Telephone #: (615) 741-2589

The Grantee:

Dylan McCloud, Officer
East Ridge Police Department
4214 Ringgold Road
East Ridge, Tennessee 37412
Email Address: dmcccloud@eastridgetn.gov
Telephone #: (423) 867-3718

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 through 67-6-608. 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
- 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.

- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

East Ridge Police Department:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	East Ridge Police Department
Subrecipient's Unique Entity Identifier (SAM)	EQR8B2U22299
Federal Award Identification Number (FAIN)	69A37525300004020TN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$10,000.00
Total amount of federal funds obligated to the subrecipient	\$10,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,468,389.33
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%

RESOLUTION NO. 3740

AGENDA MEMORANDUM

Step ONE Teaching Garden Grant

September 11, 2025

Submitted By:

Patty Weaver
Patty Weaver, Head Librarian

SUBJECT: Approval to apply for the FY25/26 Step ONE Hamilton County Health Department Teaching Garden Grant

The East Ridge City Library is requesting approval from the Mayor and City Council to apply for the FY25/26 Step ONE Teaching Garden Grant from the Hamilton County Health Department.

The Step ONE Teaching Garden Grant is an opportunity to teach children and adults how easy and beneficial gardening can be and to encourage healthy eating habits. We plan to have many activities such as monthly children's and adult's gardening clubs, story-times, garden workshops, etc.

The Hamilton County Health Department will award \$1,000.00 to successful applicants. If awarded the library would use the funds to purchase 4 vertical moveable planters, which would be kept outside the library, as well as soil and gardening tools. There is no match required.

The library is excited for this opportunity.

RESOLUTION NO. 3740

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HAMILTON COUNTY HEALTH DEPARTMENT STEP ONE TEACHING GARDEN GRANT PROGRAM

WHEREAS, the Hamilton County Health Department Step ONE Program offers a Teaching Garden Grant to support fruit and vegetable gardens that encourage healthy eating habits among children and their families; and

WHEREAS, the East Ridge City Library seeks to expand educational and community programming by establishing a teaching garden that will provide hands-on learning opportunities for children and adults; and

WHEREAS, if awarded, the Step ONE Teaching Garden Grant will support the purchase of four vertical movable planters and gardening tools, which will be used for programs for children and adults; and

WHEREAS, the City Council finds that participation in this grant program will benefit the citizens of East Ridge and promote health, education, and community engagement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to submit an application for the Step ONE Teaching Garden Grant, requesting funding in the amount of One Thousand Dollars (\$1,000), and to execute any necessary documents related to this application.

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



Teaching Garden Grant

Hello,

The Step ONE Teaching Garden Grant supports fruit and vegetable gardens that encourage healthy eating habits in children and their families. When kids and adults are engaged in growing fruits and vegetables, we see an improved perception of those foods leading to healthier food choices. Additionally, teaching gardens offer many opportunities for people to learn valuable skills such as communication, responsibility, teamwork, and leadership.

We invite you to take advantage of this unique opportunity and apply for a garden grant for your organization, neighborhood, or school. Attached is the application for you to complete. Please be as thorough as possible.

We are very excited about this project and look forward to hearing from you.

Sincerely,

Step ONE Program Staff

Step ONE Teaching Garden Application

Title of Project: East Ridge City Library Gardening Project

Grant Request (Check one)

\$1,000 (New or Expansion Grant)

I have never received a Step ONE Teaching Garden Grant and wish to:

Start a new teaching garden program or,

Expand an existing garden program

Applicant's Name: Patty Weaver

Organization Name: East Ridge City Library

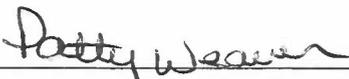
Organization Address: 1517 Tombras Ave. East Ridge, TN 37412

Address of Garden Site (if different): N/A

Applicant's E-mail: pweaver@eastridgetn.gov

Applicant's Cell Phone: 423-580-6993

Alternate Phone: 423-867-7323

Signature: 

Date: 9/6/2025

SEND COMPLETED APPLICATION TO:

Step ONE

Attn: Christopher Marinello

921 East 3rd Street

Chattanooga TN, 37403

Phone: 423-209-8247

Fax: 423-209-8089

E-Mail: CMarinello@HamiltonTN.gov

Criteria Needed for a Successful Teaching Garden

Answers will determine which gardens receive funds.

Section I: Vision

Why is a teaching garden program important to you or your organization?

We have wanted a teaching garden for years and we now have increased staff for capacity to add this to our community offerings. As a small city library, we are already engaged within our community in so many areas, but we see adding a gardening program as paving a way for slow and steady transformation in East Ridge. We also think that a vertical garden will beautiful the space outside the library, making it more welcoming to patrons entering the library, while minimizing the impact on the surrounding landscaping.

First, it would contribute and tie into the programs we already have up and running such as the seed/seedling exchange, baby bounce, preschool storytime, elementary, middle school, and adult book clubs. We also have a kitchen that we can use to cook and teach about the foods we grow.

Second, it allows us to start new programming. We want to educate and inspire our community about healthy food choices, lifestyles, nature, and how gardening can be

Each garden must be self-sustaining. This means it will be supported or maintained over time through strong leadership. A club or committee is an excellent way to make that happen.

What plans are in place for an organized club or committee?

In addition to having 3 staff members who are avid gardeners, and have expressed willingness to provide ongoing support to the garden, we have connections with many patrons and board members who are gardeners and the Crestwood Garden Club of East Ridge. Diane Mansfield, the senior member of the club, has said that if we receive the grant they would be active in helping as well.

If we are chosen for the grant, we will start up several gardening clubs to help maintain the garden, but beyond that we will find several ways to have the community and/or library patrons of all abilities engaged in the care, keeping, and planning of the vertical garden containers (watering, pruning, planting, etc.) in addition to the staff.

Our plan is to have mobile, top watering, vertical garden planters located directly outside the entrance to the library building which allows for us to bring them inside for teaching or have them out in the full sun to grow. We will still teach about traditional gardening methods in addition to container gardening.

Section II: Goals & Objectives

What do you hope to accomplish?

We hope through this garden we will increase community engagement and add to our influence in the city as a place that has a variety of helpful, free resources.

We hope to see an uptick in people checking out books on gardening and engaging in our gardening offerings as well as all our other programs. We hope to positively influence the healthy living habits for the East Ridge Community and provide a small source of free healthy food for East Ridge residents, as well as demonstrate to our patrons how simple, easy and beneficial gardening can be.

Section III: Schedule of Activities

Include the types of activities you plan to have with your garden program.

- Storytime (book tie-ins)
- Monthly Children's Gardening Club
- Monthly Adults Gardening Club
- Quarterly Kitchen/Cooking Club
- Tasting Nights/Afternoons
- Baby Bounce (sensory play)
- Seasonal Garden Workshops
- Making Gardening Kits for Patrons
- Growing Plants in trays for our Containers and our Seed Exchange

Section IV: Evaluation

How will you determine whether your objectives have been achieved and your project is successful?

- We will know if we are successful if our garden becomes a "conversation starter" in the library and we are able to connect those conversations to our programs and be a resource to their own gardens and food.
- We will see an uptick in gardening resources being utilized (gardening kits being taken, books being checked out, people signing up for programs, pulling in volunteers to teach)
- We will provide an opportunity for community feedback through the use of polls, surveys and feedback forms and we will know our project is successful if that feedback indicates that the residents of East Ridge are finding valuable information and connection in our garden and the programming surrounding the garden.

Section V: Project Personnel

Who is the overall administrator/owner of the land used by this teaching garden? Please have this administrator sign in agreement to this project below.

Patty Weaver, Library Director

Name and Title of Property Administrator

Patty Weaver

Signature of Property Administrator

(Library Phone Number) 423-867-7323

Phone Number of Property Administrator

Many people know how to garden from experience. However, the Step ONE program may offer additional educational opportunities during the grant cycle. A member of your organization may be given the opportunity to attend educational programs provided during the grant cycle. This assigned person would be expected to participate in a gardening course and then be the volunteer gardening mentor for their garden. Who would be this person for your group?

Michelle Haddock

Name of the person who will attend the gardening course

Evaluation of each garden is essential. A short report detailing how many students and community members used the garden, activities and events in the garden, and successes and obstacles is required at the end of each grant cycle. Who would be responsible for submitting this report for your garden?

Patty Weaver

Name of the person who will head the evaluation

Section VI: Detailed Budget Request

(List each item separately with the approximate cost.)

Materials (Equipment, supplies, etc.)	Cost
2 GreenStalk Vertical Planters - 3 Tier	\$217
1 GreenStalk Vertical Planters - 5 Tier	\$149
1 GreenStalk Vertical Planters - 7 tier	\$169
3 bags of ProMix Soil (3.8 cubic feet)	\$165
4 planter roller/spinners	\$240
Liquid Fertilizers	\$30
Compost bin	\$10
Trowels and Tools	\$20
Total	\$ 1,000.00

Total should equal the amount offered in the grant.

Additional Funds: (Please explain if additional funds are available to you and list the sources of these funds.) **Note: Receipt of additional funds will not disqualify your Teaching Garden Grant application.**

Currently, we have no additional funds in our budget for this fiscal year toward this program. We can petition for funds, but there is no guarantee that we can get them.

We do have some resources already at our disposal in terms of staff knowledge, seeds, and other used gardening supplies to supplement the programs.







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*

TO: East Ridge City Council
FROM: Mark W. Litchford
SUBJECT: Update of Charter Review Commission
DATE: September 11, 2025

At the April 10, 2025, City Council meeting, the Council engaged in a discussion regarding commissioning a city charter review. I advised the Council at that time that I would contact the Election Commission and obtain information related to charter amendments from 2008 through the current date. I also advised I would review MTAS records and communicate with MTAS regarding a charter review. The Council voted to direct City Manager Miller to work with MTAS to review the City's charter and report back the finds to the Council.

At the August 28, 2025, City Council meeting, Councilman Ezell addressed the Charter review commission process and noted his recent participation at an MTAS Elected Officials conference. I advised that I would communicate with MTAS regarding the charter commission review and report back at the September 11 Council meeting the current status, as well as other inquiries from the Council about the charter review process. In accordance with that representation, I have communicated with Ms. Honna Rogers. The following is a succinct bullet point description of the updated information for your review.

- Ms. Rogers has been studying the Charter and anticipates she will have her review in the coming weeks.
- Thereafter, Ms. Rogers will present her work product to MTAS legal consultant Melissa Ashburn who serves the municipalities for middle and east Tennessee.
- Ms. Rogers stated that her current review relates to ensuring all provisions in the Charter are legal. To the extent the City wants her, together with other MTAS professionals, to review the Charter to make specific recommendations based upon current trends or best practices, Ms. Rogers confirmed MTAS is able to undertake such efforts. She did caution that an open-ended review of the entire Charter is an arduous effort by anyone, including MTAS professionals.
- Alternatively, if the City Council has a specific provision (or specific provisions) of the Charter that it wants reviewed, MTAS can help with this effort. MTAS has several legal consultants on its staff to assist with specific charter review questions.
- Upon completion of the current charter review, the findings will be brought before the City Council for public discussion.

I will be prepared to discuss the details of this memorandum at the September 11 Council meeting.

ORDINANCE NO. _____

AGENDA MEMORANDUM

Flood Ordinance

Date: September 11th, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

FEMA has recently completed a comprehensive update of the Flood Insurance Rate Maps (FIRMs) for the City of East Ridge as part of a nationwide effort to update flood maps. The City is required to adopt the updated FIRMs before the effective date of November 28, 2025, to remain in good standing with the National Flood Insurance Program (NFIP).

There is no direct fiscal impact to the city associated with the adoption of the new maps. However, failure to adopt the FIRMs by the required deadline would result in suspension from the NFIP, making flood insurance unavailable to property owners and jeopardizing eligibility for federal disaster recovery funding.

ORDINANCE NO. _____

MUNICIPAL FLOODPLAIN ZONING ORDINANCE

AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF EAST RIDGE, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF CITY OF EAST RIDGE, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM.

ARTICLE I. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

Section A. Statutory Authorization

The Legislature of the State of Tennessee has in Sections 13-7-201 through 13-7-210, Tennessee Code Annotated delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of East Ridge, Tennessee, Mayor and the City Council do ordain as follows:

Section B. Findings of Fact

1. The City of East Ridge, Tennessee, Mayor and its Legislative Body wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Ch. 1, Section 60.3.
2. Areas of the City of East Ridge, Tennessee are subject to periodic inundation which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Section C. Statement of Purpose

It is the purpose of this Ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Ordinance is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;

2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

Section D. Objectives

The objectives of this Ordinance are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodprone areas;
6. To help maintain a stable tax base by providing for the sound use and development of floodprone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a floodprone area;
8. To maintain eligibility for participation in the NFIP.

ARTICLE II. DEFINITIONS

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application given its stated purpose and objectives.

"Accessory Structure" means a subordinate structure to the principal structure on the same lot and, for the purpose of this Ordinance, shall conform to the following:

1. Accessory structures shall only be used for parking of vehicles and storage.
2. Accessory structures shall be designed to have low flood damage potential.
3. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.

4. Accessory structures shall be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures.
5. Utilities and service facilities such as electrical and heating equipment shall be elevated or otherwise protected from intrusion of floodwaters.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter or height of a building.

"Appeal" means a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

"Area of Shallow Flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate; and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood-related Erosion Hazard" is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

"Area of Special Flood Hazard" see **"Special Flood Hazard Area"**.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one (1)-percent annual chance flood.

"Basement" means any portion of a building having its floor subgrade (below ground level) on all sides.

"Building" see **"Structure"**.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

"Elevated Building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Emergency Flood Insurance Program" or **"Emergency Program"** means the program as implemented on an emergency basis in accordance with Section 1336 of the Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial FIRM.

"Erosion" means the process of the gradual wearing away of land masses. This peril is not "per se" covered under the Program.

"Exception" means a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order or other determination made or issued pursuant to this Ordinance.

"Existing Construction" means any structure for which the "start of construction" commenced before the effective date of the initial floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community's participation in the NFIP.

"Existing Structures" see **"Existing Construction"**.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding"

(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

"Flood Elevation Determination" means a determination by the Federal Emergency Management Agency (FEMA) of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by FEMA, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by FEMA, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

"Flood Insurance Study" is the official report provided by FEMA, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

"Floodplain" or **"Floodprone Area"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

"Flood Protection System" means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities and structures and their contents.

"Flood-related Erosion" means the collapse or subsidence of land along the shore of a lake or other body of water as a result of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

"Flood-related Erosion Area" or **"Flood-related Erosion Prone Area"** means a land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

"Flood-related Erosion Area Management" means the operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works and floodplain management regulations.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge or culvert openings, and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or

passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on the City of East Ridge, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - a. By the approved Tennessee program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior.

"Letter of Map Change (LOMC)" means an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

"Letter of Map Amendment (LOMA)" An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.

"Conditional Letter of Map Revision Based on Fill (CLOMR-F)" A determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed.

"Letter of Map Revision Based on Fill (LOMR-F)" A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

"Conditional Letter of Map Revision (CLOMR)" A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM.

"Letter of Map Revision (LOMR)" Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including a basement. An unfinished or flood resistant enclosure used solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, which is built on a permanent chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by FEMA.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which Base Flood Elevations shown on a community's Flood Insurance Rate Map are referenced.

"National Geodetic Vertical Datum (NGVD)" means, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

"New Construction" means any structure for which the "start of construction" commenced on or after the effective date of the initial floodplain management Ordinance and includes any subsequent improvements to such structure.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of the initial floodplain management ordinance and includes any subsequent improvements to such structure.

"North American Vertical Datum (NAVD)" means, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

"100-year Flood" see **"Base Flood"**.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will not damage existing or proposed structures.

"Recreational Vehicle" means a vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck;
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Regulatory Flood Protection Elevation" means the "Base Flood Elevation" plus the "Freeboard". In "Special Flood Hazard Areas" where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus 1 foot. In "Special Flood Hazard Areas" where no BFE has been established, this elevation shall be at least three (3) feet above the highest adjacent grade.

"Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

"Special Flood Hazard Area" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

"Special Hazard Area" means an area having special flood, mudslide (i.e., mudflow) and/or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, A99, or AH.

"Start of Construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" the Tennessee Emergency Management Agency, State NFIP Office, as designated by the Governor of the State of Tennessee at the request of FEMA to assist in the implementation of the NFIP for the State.

"Structure" for purposes of this Ordinance, means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

"Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

"Substantial Improvement" means any reconstruction, rehabilitation, addition, alteration or other improvement of a structure in which the cost equals or exceeds fifty percent (50%) of the market value of the structure before the "start of construction" of the initial improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial improvement, or (2) in the case of substantial damage, the value of the structure prior to the damage occurring.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially Improved Existing Manufactured Home Parks or Subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this Ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance

required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, where specified, of floods of various magnitudes and frequencies in the floodplains of riverine areas.

ARTICLE III. GENERAL PROVISIONS

Section A. Application

This Ordinance shall apply to all areas within the incorporated area of the City of East Ridge, Tennessee.

Section B. Basis for Establishing the Areas of Special Flood Hazard

The Areas of Special Flood Hazard identified on the City of East Ridge, Tennessee, as identified by FEMA, and in its Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM), Community Panel Numbers 47065C0344H, 47065C0363H, 47065C0364H, 47065C0368H, 47065C0376H, 47065C0377H, 47065C0381H, and 47065CIND0C, dated November 28, 2025, along with all supporting technical data, are adopted by reference and declared to be a part of this Ordinance.

Section C. Requirement for Development Permit

A development permit shall be required in conformity with this Ordinance prior to the commencement of any development activities.

Section D. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations.

Section E. Abrogation and Greater Restrictions

This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restrictions. However, where this Ordinance conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

Section F. Interpretation

In the interpretation and application of this Ordinance, all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body and; (3) deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

Section G. Warning and Disclaimer of Liability

The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of East Ridge, Tennessee or by any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made hereunder.

Section H. Penalties for Violation

Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of East Ridge, Tennessee from taking such other lawful actions to prevent or remedy any violation.

ARTICLE IV. ADMINISTRATION

Section A. Designation of Ordinance Administrator

The Chief Building Official is hereby appointed as the Administrator to implement the provisions of this Ordinance.

Section B. Permit Procedures

Application for a development permit shall be made to the Administrator on forms furnished by the community prior to any development activities. The development permit may include, but is not limited to the following: plans in duplicate drawn to scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application stage
 - a. Elevation in relation to mean sea level of the proposed lowest floor, including basement, of all buildings where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
 - b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed where Base Flood Elevations are available, or to certain height above the highest adjacent grade when applicable under this Ordinance.
 - c. A FEMA Floodproofing Certificate from a Tennessee registered professional engineer or architect that the proposed non-residential

floodproofed building will meet the floodproofing criteria in Article V, Sections A and B.

- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- e. In order to determine if improvements or damage meet the Substantial Improvement or Substantial Damage criteria, the applicant shall provide to the Floodplain Administrator a detailed cost to repair all damages and/or cost of improvements which includes the complete costs associated with all types of work necessary to completely repair or improve a building. These include the costs of all materials, labor, and other items necessary to perform the proposed work. These must be in the form of:
 - An itemized costs of materials, and labor, or estimates of materials and labor that are prepared by licensed contractors or professional construction cost estimators
 - Building valuation tables published by building code organizations and cost-estimating manuals and tools available from professional building cost-estimating services.
 - A qualified estimate of costs that is prepared by the local official using professional judgement and knowledge of local and regional construction costs.
 - A detailed cost estimate provided and prepared by the building owner. This must include as much supporting documentation as possible (such as pricing information from lumber companies, plumbing and electrical suppliers, etc). In addition, the estimate must include the value of labor, including the value of the owner's labor.

2. Construction Stage

Within AE Zones, where Base Flood Elevation data is available, any lowest floor certification made relative to mean sea level shall be prepared by or under the direct supervision of, a Tennessee registered land surveyor and certified by same. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

Within approximate A Zones, where Base Flood Elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The Administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a non-residential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.

For all new construction and substantial improvements, the permit holder shall provide to the Administrator an as-built certification of the lowest floor

elevation or floodproofing level upon the completion of the lowest floor or floodproofing.

Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

3. Finished Construction Stage

A final Finished Construction Elevation Certificate is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Administrator will keep the certificate on file in perpetuity.

Section C. Duties and Responsibilities of the Administrator

Duties of the Administrator shall include, but not be limited to, the following:

1. Review all development permits to assure that the permit requirements of this Ordinance have been satisfied, and that proposed building sites will be reasonably safe from flooding.
2. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.
3. Notify adjacent communities and the Tennessee Emergency Management Agency, State NFIP Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA.
4. For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA to ensure accuracy of community FIRM's through the Letter of Map Revision process.
5. Assure that the flood carrying capacity within an altered or relocated portion of any watercourse is maintained.
6. Record the elevation, in relation to mean sea level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with Article IV, Section B.
7. Record the actual elevation, in relation to mean sea level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Article IV, Section B.

8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Article IV, Section B.
9. Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
10. When Base Flood Elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A on the City of East Ridge, Tennessee FIRM meet the requirements of this Ordinance.
11. Maintain all records pertaining to the provisions of this Ordinance in the office of the Administrator and shall be open for public inspection. Permits issued under the provisions of this Ordinance shall be maintained in a separate file or marked for expedited retrieval within combined files.
12. A final Finished Construction Elevation Certificate (the latest edition of FEMA Elevation Certificate Form) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the reference level and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy. The Finished Construction Elevation Certificate certifier shall provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

ARTICLE V. PROVISIONS FOR FLOOD HAZARD REDUCTION

Section A. General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces.
3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this Ordinance, shall meet the requirements of "new construction" as contained in this Ordinance;
10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provision of this Ordinance, shall be undertaken only if said non-conformity is not further extended or replaced;
11. All new construction and substantial improvement proposals shall provide copies of all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other proposed new development proposals shall meet the standards of Article V, Section B;
13. When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction;
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple Base Flood Elevations, the entire structure shall meet the standards

for the most hazardous flood hazard risk zone and the highest Base Flood Elevation.

Section B. Specific Standards

In all Areas of Special Flood Hazard, the following provisions, in addition to those set forth in Article V, Section A, are required:

1. Residential Structures

In AE Zones where Base Flood Elevation data is available, new construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than one (1) foot above the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures".

Within approximate A Zones where Base Flood Elevations have not been established and where alternative data is not available, the administrator shall require the lowest floor of a building to be elevated to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

2. Non-Residential Structures

In AE Zones, where Base Flood Elevation data is available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than one (1) foot above the level of the Base Flood Elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

In approximate A Zones, where Base Flood Elevations have not been established and where alternative data is not available, new construction and substantial improvement of any commercial, industrial, or non-residential building, shall have the lowest floor, including basement, elevated or floodproofed to no lower than three (3) feet above the highest adjacent grade (as defined in Article II). Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of this section: "Enclosures"

Non-Residential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall

provide such certification to the Administrator as set forth in Article IV, Section B.

3. Enclosures

All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.

- a. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria.
 - 1) Provide a minimum of two openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding;
 - 2) The bottom of all openings shall be no higher than one (1) foot above the finished grade;
 - 3) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
- b. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access.
- c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Article V, Section B.

4. Standards for Manufactured Homes and Recreational Vehicles

- a. All manufactured homes placed, or substantially improved, on: (1) individual lots or parcels, (2) in expansions to existing manufactured home parks or subdivisions, or (3) in new or substantially improved manufactured home parks or subdivisions, must meet all the requirements of new construction.
- b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - 1) In AE Zones, with Base Flood Elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one (1) foot above the level of the Base Flood Elevation or
 - 2) In approximate A Zones, without Base Flood Elevations, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three (3) feet in height above the highest adjacent grade (as defined in Article II).

- c. Any manufactured home, which has incurred “substantial damage” as the result of a flood, must meet the standards of Article V, Sections A and B.
- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
- e. All recreational vehicles placed in an identified Special Flood Hazard Area must either:
 - 1) Be on the site for fewer than 180 consecutive days;
 - 2) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions), or;
 - 3) The recreational vehicle must meet all the requirements for new construction.

5. Standards for Subdivisions and Other Proposed New Development Proposals

Subdivisions and other proposed new developments, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.

- a. All subdivision and other proposed new development proposals shall be consistent with the need to minimize flood damage.
- b. All subdivision and other proposed new development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- c. All subdivision and other proposed new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- d. In all approximate A Zones require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data (See Article V, Section E).

Section C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and With Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- 1. Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway.

Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;

2. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, floodway width or base flood discharge provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.
3. ONLY if Article V, Section C, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions apply:

1. Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development, including fill shall be permitted within Zone AE on the community's FIRM, unless it is demonstrated through hydrologic and hydraulic analyses performed that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
2. A community may permit encroachments within Zones AE on the community's FIRM, that would result in an increase in the water surface elevation of the base flood, provided that the applicant first applies for a Conditional Letter of Map Revision (CLOMR) from FEMA prior to the start of construction. Upon completion of the project, the applicant shall apply for a Letter of Map Revision (LOMR) from FEMA. Submittal requirements and fees shall be the responsibility of the applicant as established under the provisions of § 65.12.
3. ONLY if Article V, Section D, provisions (1) through (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

Section E. Standards for Streams without Established Base Flood Elevations and Floodways (A Zones)

Located within the Special Flood Hazard Areas established in Article III, Section B, where streams exist, but no base flood data has been provided and where a Floodway has not been delineated, the following provisions shall apply:

1. The Administrator shall obtain, review, and reasonably utilize any Base Flood Elevation and floodway data available from any Federal, State, or other

sources, including data developed as a result of these regulations (see 2 below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Article V, Sections A and B.

2. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals Base Flood Elevation data.
3. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three (3) feet above the highest adjacent grade (as defined in Article II). All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Article IV, Section B. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Article V, Section B.
4. Within approximate A Zones, where Base Flood Elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty feet (20), whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City of East Ridge, Tennessee. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
5. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Article V, Sections A and B. Within approximate A Zones, require that those subsections of Article V Section B dealing with the alteration or relocation of a watercourse, assuring watercourse carrying capacities are maintained and manufactured homes provisions are complied with as required.

Section F. Standards For Areas of Shallow Flooding (Zone AO)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. In addition to Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. The lowest floor (including basement) shall be elevated at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM), in feet, plus a freeboard of one (1) foot above the highest adjacent grade; or at least three (3) feet above the highest adjacent grade, if no depth number is specified.

2. Non-residential structures may, in lieu of elevation, be floodproofed to the same level as required in Article V, Section F(1) so that the structure, together with attendant utility and sanitary facilities, below that level shall be watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Certification is required in accordance with Article 4, Section B(1) (c) and Article V, Section B(2).
3. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section G. Standards For Areas of Shallow Flooding (Zone AH)

Located within the Special Flood Hazard Areas established in Article III, Section B, are areas designated as shallow flooding areas. These areas are subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are one (1) to three (3) feet. Base Flood Elevations are derived from detailed hydraulic analyses are shown in this zone. In addition to meeting the requirements of Article V, Sections A and B, all new construction and substantial improvements shall meet the following requirements:

1. Adequate drainage paths shall be provided around structures on slopes, to guide floodwaters around and away from proposed structures.

Section H. Standards For Areas Protected by Flood Protection System (A-99 Zones)

Located within the Areas of Special Flood Hazard established in Article III, Section B, are areas of the 100-year floodplain protected by a flood protection system but where Base Flood Elevations have not been determined. Within these areas (A-99 Zones) all provisions of Article IV and Article V shall apply.

Section I. Standards for Unmapped Streams

Located within the City of East Ridge, Tennessee, are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the locality.
2. When a new flood hazard risk zone, and Base Flood Elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Articles IV and V.

3. ONLY if Article V, Section I, provisions (1) and (2) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article V, Sections A and B.

ARTICLE VI. VARIANCE PROCEDURES

Section A. Municipal Board of Zoning Appeals

1. Authority

The City of East Ridge, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. Procedure

Meetings of the Municipal Board of Zoning Appeals shall be held at such times, as the Board shall determine. All meetings of the Municipal Board of Zoning Appeals shall be open to the public. The Municipal Board of Zoning Appeals shall adopt rules of procedure and shall keep records of applications and actions thereof, which shall be a public record. Compensation of the members of the Municipal Board of Zoning Appeals shall be set by the Legislative Body.

3. Appeals: How Taken

An appeal to the Municipal Board of Zoning Appeals may be taken by any person, firm or corporation aggrieved or by any governmental officer, department, or bureau affected by any decision of the Administrator based in whole or in part upon the provisions of this Ordinance. Such appeal shall be taken by filing with the Municipal Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. In all cases where an appeal is made by a property owner or other interested party, a fee of \$400 dollars for the cost of publishing a notice of such hearings shall be paid by the appellant. The Administrator shall transmit to the Municipal Board of Zoning Appeals all papers constituting the record upon which the appeal action was taken. The Municipal Board of Zoning Appeals shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to parties in interest and decide the same within a reasonable time which shall not be more than thirty (30) days from the date of the hearing. At the hearing, any person or party may appear and be heard in person or by agent or by attorney.

4. Powers

The Municipal Board of Zoning Appeals shall have the following powers:

- a. Administrative Review

To hear and decide appeals where it is alleged by the applicant that there is error in any order, requirement, permit, decision, determination, or refusal made by the Administrator or other administrative official in carrying out or enforcement of any provisions of this Ordinance.

b. Variance Procedures

In the case of a request for a variance the following shall apply:

- 1) The City of East Ridge, Tennessee Municipal Board of Zoning Appeals shall hear and decide appeals and requests for variances from the requirements of this Ordinance.
- 2) Variances may be issued for the repair or rehabilitation of historic structures as defined, herein, upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Ordinance to preserve the historic character and design of the structure.
- 3) In passing upon such applications, the Municipal Board of Zoning Appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this Ordinance, and:
 - a) The danger that materials may be swept onto other property to the injury of others;
 - b) The danger to life and property due to flooding or erosion;
 - c) The susceptibility of the proposed facility and its contents to flood damage;
 - d) The importance of the services provided by the proposed facility to the community;
 - e) The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i) The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
 - j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.

- 4) Upon consideration of the factors listed above, and the purposes of this Ordinance, the Municipal Board of Zoning Appeals may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Ordinance.
- 5) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

Section B. Conditions for Variances

1. Variances shall be issued upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Article VI, Section A.
2. Variances shall only be issued upon: a showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship; or a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the Base Flood Elevation increases risks to life and property.
4. The Administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

ARTICLE VII. LEGAL STATUS PROVISIONS

Section A. Conflict with Other Ordinances

In case of conflict between this Ordinance or any part thereof, and the whole or part of any existing or future Ordinance of the City of East Ridge, Tennessee, the most restrictive shall in all cases apply.

Section B. Severability

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision, or portion of this Ordinance which is not of itself invalid or unconstitutional.

Section C. Effective Date

This Ordinance shall become effective on (DATE), in accordance with the Charter of the City of East Ridge, Tennessee, and the public welfare demanding it.

Approved and adopted by the City of East Ridge, Tennessee, Mayor and the East Ridge City Council.

Date

Mayor of East Ridge, Tennessee

Attest: _____
City Recorder

Date of Public Hearing

1st Reading _____

2nd Reading _____

3rd Reading _____

Date of Publication of
Caption and Summary

Ordinance No.

AGENDA MEMORANDUM

09/11/2025

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

Per T.C.A 6-56-208 the budget can be amended during the year as one way to monitor the budget. I will need to amend the budget to reflect the following items:

- Grant Fund will need to be amended for pass through funds from a COVID Grant that was approved by Resolution No. 3307 to be used by HCWWTA since the City does not have its own utilities on August 25, 2022. The first request for payment has been submitted by HCWWTA and the budget will have to be adjusted to reflect this, revenue and expenditure.
- Solid Waste Fund will need to be amended to reflect insurance recovery and the purchase of a used truck to replace the one totaled.

RESOLUTION NO. 3307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE TRANSFER OF EAST RIDGE'S TENNESSEE DEPARTMENT OF CONSERVATION (TDEC) ALLOCATED AMERICAN RESCUE PLAN (ARP) FUNDS TO THE WATER & WASTEWATER TREATMENT AUTHORITY (WWTA) IN THE AMOUNT OF \$2,533,124

WHEREAS, the State of Tennessee through TDEC has developed the Tennessee Deployment of American Rescue Plan Funding; Water Infrastructure Plan in order to allocate a portion of the State funds toward water infrastructure in Tennessee; and,

WHEREAS, TDEC has allocated \$2,533,124 to East Ridge through formula-based non-competitive grant calculation; and,

WHEREAS, The Hamilton County Commission has agreed to provide the required matching funds for the grant using Hamilton County ARP funds in an amount of \$506,625.00; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the transfer of the State allocation and matching funds in the amount of Three Million Thirty-Nine Thousand Seven Hundred Forty-Nine Dollars (\$3,039,749) to the Hamilton County WWTA to be used to fund wastewater infrastructure projects in East Ridge be and is hereby approved.

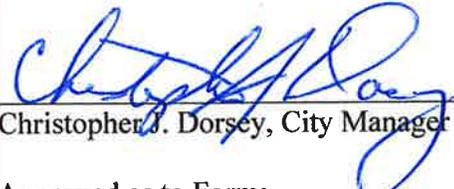
BE IT FURTHER RESOLVED that the City Council approve the transfer of State allocation and matching funds in the amount Three Million Thirty-Nine Thousand Seven Hundred Forty-Nine Dollars (\$3,039,749) to the Hamilton County WWTA to be used to fund wastewater infrastructure rehabilitation in East Ridge subject to TDEC project approval.

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

This resolution is adopted as of this 25th day of August 2022.


Brian W. Williams, Mayor

Attest:


Christopher J. Dorsey, City Manager

Approved as to Form:


Mark W. Litchford, City Attorney

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

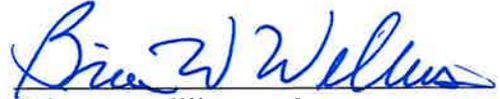
WHEREAS, staff is requesting approval to purchase a 2024 Ford F-150 4WD pickup truck to replace Truck #42, at a purchase price of \$38,650.00.

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 24 day of July 2025.

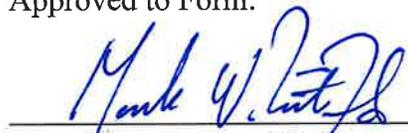

Brian W. Williams, Mayor

Attest:



J. Scott Miller, City Manager

Approved to Form:



Mark W. Litchford, City Attorney

RESOLUTION NO. _____

AGENDA MEMORANDUM
TROPHY BID FOR PARKS AND RECREATION 2025-2026

SEPTEMBER 11TH, 2025

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

Subject: Bid – Trophy Supply for Youth and Adult Sports Programs

The City of East Ridge is currently accepting sealed bids from qualified and experienced trophy vendors to supply awards for various Youth and Adult sports programs managed by the Recreation Department.

Trophies will be purchased in lots specific to each sport, and the awarded vendor will provide items at the contracted pricing for the period of September 2025 through August 2026. Please note that all quantities and items listed are estimates and may vary based on program enrollment and other factors.

To be considered, all sealed bids must be submitted no later than 2:30 PM (EDT) on Wednesday, September 17, 2025.

Bids will be presented for Council approval on September 25th, 2025.

SS

DISCUSSION ITEM

AGENDA MEMORANDUM
ALCOHOL SERVICE AT VENUE 1921 AT EAST RIDGE

SEPTEMBER 11TH, 2025

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

Subject: Alcohol Service at Venue 1921

Venue 1921 at East Ridge, recently named in recognition of East Ridge's founding year, is being developed as a premier location for both community and private events. As we prepare to host weddings, receptions, fundraisers, luncheons, dinners and other social gatherings, the ability to offer alcohol service—under proper licensing and regulation—is an important step toward enhancing the venue's appeal and meeting public expectations.

If approved by the Council, an ordinance can be drafted and presented for first reading at the September 25th meeting.

SS