

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

**AGENDA
October 23, 2025
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes October 9, 2025
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **PUBLIC HEARING FOR ORDINANCE NO. 1234** - 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. 1234** - 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 (2nd READING)
 - C. **ORDINANCE NO. 1235** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 8, CHAPTERS 1 AND 2 OF THE EAST RIDGE MUNICIPAL CODE PERTAINING TO INTOXICATING LIQUORS AND BEER (2nd READING)
 - D. **RESOLUTION NO. 3696** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A FIVE-YEAR MAINTENANCE AGREEMENT WITH TRANE FOR HVAC SERVICES AT THE EAST RIDGE ANIMAL SHELTER
 - E. Discussion of Mobile Food Vending Ordinance
9. New Business
 - A. **ORDINANCE NO. 1236** - 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 416 DONALDSON ROAD, TAX MAP #156E-L-009 FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (1st READING)

- B. **ORDINANCE NO. 1237** - 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 1438 NORTH SMITH STREET, TAX MAP #169L-K-001.01 FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO R-1 RESIDENTIAL DISTRICT (1st READING)
- C. **RESOLUTION NO. 3750** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER REQUESTS IN AN AMOUNT NOT TO EXCEED \$85,641 FOR THE COMMUNITY CENTER RENOVATION AND EXPANSION PROJECT
- D. **RESOLUTION NO. 3751** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING AN EXTENSION OF THIRTY-THREE (33) ADDITIONAL WEATHER DAYS TO THE CONTRACT WITH PILLAR CONSTRUCTION FOR THE VENUE 1921 AT EAST RIDGE PROJECT, WITH NO ADDITIONAL COST TO THE CITY
- E. **RESOLUTION NO. 3752** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASA ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE DEVELOPMENT OF A COMPREHENSIVE STORMWATER MANAGEMENT PLAN AND TO PROCEED WITH ISSUING A REQUEST FOR QUALIFICATIONS TO SOLICIT PROFESSIONAL SERVICES TO COMPLETE THE FINAL COMPONENTS OF THE PLAN
- F. **RESOLUTION NO. 3753** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2026 TENNESSEE AMERICAN WATER FIREFIGHTER SUPPORT GRANT
- G. **RESOLUTION NO. 3754** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2026 PUBLIC ENTITY PARTNERS PROPERTY CONSERVATION GRANT
- H. **RESOLUTION NO. 3755** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF THE FISCAL YEAR 2026 HAMILTON COUNTY LEANING INTO COMMUNITIES GRANT FOR PHASE 1 OF THE SPRINGVALE PARK REDEVELOPMENT PROJECT AND COMMITTING LOCAL MATCHING FUNDS
- I. **RESOLUTION NO. 3756** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE ACCEPTANCE OF A DONATION FROM THE CHATTANOOGA TRACK CLUB TO BENEFIT THE EAST RIDGE FIRE DEPARTMENT
- J. **RESOLUTION NO. 3757** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL A AUTHORIZING THE CITY MANAGER TO AMEND THE OBSERVANCE OF PAID HOLIDAYS FOR THE 2025 CHRISTMAS HOLIDAYS
- K. **RESOLUTION NO. 3758** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL CANCELLING THE DECEMBER 25, 2025 CITY COUNCIL MEETING
- L. Discussion of the recruitment and selection of City Manager
- M. Discussion of Tentative Agenda for **November 13, 2025**, City Council Meeting (Attachment A)

10. Adjournment

ATTACHMENT A
TENTATIVE AGENDA
November 13, 2025

8. Old Business:

- A. **PUBLIC HEARING FOR ORDINANCE NO. 1236** - 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 416DONALDSON ROAD, TAX MAP #156E-L-009 FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT
- B. **ORDINANCE NO. 1236** - 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 416DONALDSON ROAD, TAX MAP #156E-L-009 FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd READING)
- C. **PUBLIC HEARING FOR ORDINANCE NO. 1237** - 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 1438 NORTH SMITH STREET, TAX MAP #169L-K-001.01 FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO R-1 RESIDENTIAL DISTRICT
- D. **ORDINANCE NO. 1237** - 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 1438 NORTH SMITH STREET, TAX MAP #169L-K-001.01 FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO R-1 RESIDENTIAL DISTRICT (2nd READING)

9. New Business

- A. **ORDINANCE NO. _____** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2026 OPERATING BUDGET, ORDINANCE NO. 1226, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1st READING)
- B. **RESOLUTION NO. _____** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT FOR THE CITY OF EAST RIDGE TO PROVIDE FIRE AND POLICE SERVICES TO THE CITY OF RIDGESIDE
- C. **RESOLUTION NO. _____** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL SETTING FORTH CONDITIONS ON THE SALE, SERVICE, AND/OR CONSUMPTION OF WINE, ALCOHOL, AND BEER AT VENUE 1921 AT EAST RIDGE
- D. **RESOLUTION NO. _____** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR IN-CAR TABLETS AND MOUNTING SOLUTIONS FOR THE EAST RIDGE POLICE DEPARTMENT
- E. **RESOLUTION NO. _____** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL MEMORIALIZING AN APPOINTMENT BY COUNCILMEMBER JEFF EZELL TO THE EAST RIDGE BEER BOARD

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

**October 9, 2025
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on October 9, 2025, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Williams called the meeting to order.

Danny Lance, True Life Church, gave the invocation. All present 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: Fifteen

Approval of Consent Agenda

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

Communication from Citizens

Pam Whaley, 1515 Springvale Road, expressed appreciation for the remediation efforts that have been completed on a neighboring property and expressed concern regarding the property maintenance issues that still exist.

Communication from Councilmembers

Vice Mayor Tyler, Councilmember Cagle, and Councilmember Ezell had no comments.

Councilmember Witt thanked everyone who came out to the River Rescue.

Mayor Williams expressed appreciation to all who assisted with the Fall Festival and announced upcoming events, including youth indoor soccer, the Christmas Parade, the East Ridge Community Thanksgiving, and Library events and programs. He also noted that the Library is accepting candy donations for a Halloween event.

Communication from City Manager

City Manager Miller introduced Tara Viland as the new Event Manager for Venue 1921 at East Ridge. He reported on several ongoing projects, including the North Mack Smith Road project, the City’s resurfacing program, and the John Ross Road resurfacing project. He stated that staff met with TDOT and Wright Brothers representatives regarding upcoming work on North and South Terrace and announced National Night Out will be October 21.

Old Business

ORDINANCE NO. 1233 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2026 OPERATING BUDGET, ORDINANCE NO. 1226, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd READING)

City Attorney Litchford read the ordinance on caption.

Finance Director Qualls reviewed the amendments to the revenues and expenditures and stated that she made the corrections reviewed at the last Council meeting.

Vice Mayor Tyler moved to approve Ordinance No. 1233. Seconded by Councilmember Ezell. 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 Mobile Food Vending Ordinance

Chief Building Official Howell stated that the revised draft ordinance includes updates requested by Councilmembers at the September 25, 2025 meeting.

Vice Mayor Tyler and Councilmember Ezell asked about catering. Chief Building Official Howell clarified that catering would not fall under the ordinance. Vice Mayor Tyler requested that “catering” be defined and exempted.

Councilmember Cagle inquired about the 500-foot distance requirement. City Manager Miller clarified how the setback is measured and noted that vendors operating within the designated overlay district would not be subject to the distance requirement. Councilmembers and staff discussed reducing the distance requirement to 200 feet.

Councilmember Ezell suggested making the permit limitation property-based rather than vendor-based.

Councilmember Cagle inquired whether stores with sit-down eating areas would qualify as eating establishments for the distance requirement. Mayor Williams stated that if the property owner waives the restriction, the setback should be waived.

New Business

ORDINANCE NO. 1234 - 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)

City Attorney Litchford read the ordinance on caption.

Chief Building Official Howell stated that this item is to update the Flood Insurance Rate Maps.

Councilmember Ezell moved to approve Ordinance No. 1234. 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.

ORDINANCE NO. 1235 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 8, CHAPTERS 1 AND 2 OF THE EAST RIDGE MUNICIPAL CODE PERTAINING TO INTOXICATING LIQUORS AND BEER (1st READING)

City Attorney Litchford read the ordinance on caption.

Parks and Recreation Director Skiles stated this ordinance authorizes alcohol service at Venue 1921 at East Ridge. City Attorney Litchford clarified that it applies solely to that facility and that the City Manager or designee will ensure compliance with applicable regulations.

Councilmember Witt moved to approve Ordinance No. 1235. Seconded by Vice Mayor Tyler.

Councilmember Cagle inquired about the consumption of alcohol not served by a bartender and whether service would be a cash bar or an open bar. Director Skiles stated that all alcohol must be served by the bartender and confirmed that both cash and open bars would be permitted. Councilmember Cagle also asked about alcohol taxation, and City Attorney Litchford stated that taxation and service are governed by Tennessee Alcoholic Beverage Commission regulations.

Councilmember Ezell asked whether renters could bring their own bartenders for their event. City Manager Miller noted that bartenders must be selected from the City’s preferred vendor list.

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. 3744 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING EMERGENCY REPAIRS TO THE “U” CHANNEL DRAINAGE DITCH LOCATED ON THE NORTH SIDE OF EAST STUMP STREET AT 4201 EAST STUMP STREET, AND APPROVING THE PROPOSAL FROM BROWN BROTHERS CONSTRUCTION FOR COMPLETION OF SAID REPAIRS

City Attorney Litchford read the resolution on caption.

City Manager Miller stated that the August 12, 2025 rain event caused a flume collapse and erosion along East Stump Street. He requested approval for emergency repairs totaling \$60,700.

Vice Mayor Tyler moved to approve Resolution No. 3744. Seconded by Councilmember Witt.

Councilmember Ezell inquired about property owner responsibility. City Manager Miller and Jeff Sikes with ASA Engineering confirmed the flume is entirely within the City’s right-of-way.

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. 3745 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE SALE OF APPROXIMATELY FORTY-SEVEN SQUARE FEET OF CITY-OWNED PROPERTY TO ERWD, LLC, AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT

City Attorney Litchford read the resolution on caption.

City Manager Miller stated that a retaining wall installed at Ringgold Road and North Mack Smith Road encroaches slightly on City right-of-way, requiring the sale of 47 square feet of City-owned property.

Vice Mayor Tyler moved to approve Resolution No. 3745. 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. 3746 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE REPLACEMENT OF A PORTION OF THE ROOF ON THE CITY HALL COMPLEX, SPECIFICALLY THE PORTION OF ROOF COVERING ADMINISTRATION

City Attorney Litchford read the resolution on caption.

City Manager Miller stated that Quality Exterior submitted the low bid of \$81,207.67, including a 20-year warranty.

Councilmember Witt moved to approve Resolution No. 3746. 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. 3747 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FOR THE COMMUNITY CENTER RENOVATION AND EXPANSION PROJECT

City Attorney Litchford read the resolution on caption.

City Manager Miller stated that the change order pertains to the new roof on the Community Center. Michael Prater with HK Architecture explained that the subcontractor suggested installing a new PVC roof over the existing roof and extending it over the addition to the building; however, the structural engineer for HK Architecture could not approve additional weight on the existing roof without added support.

City Manager Miller presented five additional pending change orders for future Council review, noting that only the roof system is up for approval tonight. Mr. Prater reviewed the scope of the additional change orders.

Vice Mayor Tyler moved to approve Resolution No. 3747. Seconded by Councilmember Witt. 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. 3748 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN EASEMENT AGREEMENT WITH EAST RIDGE ALF REAL ESTATE INVESTORS, LLC RELATIVE TO A 20-FT ELECTRICAL EASEMENT LOCATED AT 1504 MCDONALD ROAD, TAX MAP NUMBER 169M-M-010

City Attorney Litchford read the resolution on caption.

Development Administrator McAllister stated that City Administration is requesting the acceptance of an electric easement for the lighting of the City's welcome sign.

Councilmember Ezell moved to approve Resolution No. 3748. Seconded by Councilmember Witt. 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. 3749 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE SELECTION OF A FIRM TO PROVIDE PROFESSIONAL LANDSCAPING SERVICES FOR CITY-DESIGNATED OUTDOOR SPACES, CONDITIONED UPON A SUCCESSFULLY NEGOTIATED AGREEMENT

City Attorney Litchford read the resolution on caption.

Parks and Recreation Director Skiles stated that the City issued a Request for Qualifications for professional landscaping services and staff recommend approving the selection of Big Sky Landscapes. Director Skiles noted that each project's scope and pricing will be negotiated separately.

Vice Mayor Tyler moved to approve Resolution No. 3749. Seconded by Councilmember Witt.

Councilmember Ezell asked whether a bid for each project would be submitted to Council for approval. Director Skiles stated that proposals exceeding the City Manager's spending authority will be presented to Council for approval.

Councilmember Cagle asked if the contract covers installation only. Director Skiles stated that additional maintenance services can be separately contracted if needed.

Following additional 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 amending Section 5 of the Charter of the City of East Ridge, Tennessee

City Attorney Litchford stated that prior to 1992, the City Council operated under a Mayor-Commission form of government and all members of the body were elected at the same time. An amendment adopted in 1992 changed the structure to a Mayor-Council form with staggered terms, resulting in two Councilmembers serving an initial two-year term following the amendment. He explained that the existing language was to prevent a mid-term incumbent from being removed from office for exceeding 12 years. City Attorney Litchford then presented proposed language for an amendment.

Councilmember Ezell favored limiting service by term rather than years. Councilmember Witt read a statement opposing the amendment. Mayor Williams stated he is not in favor of the recommended language for the amendment.

Councilmember Ezell withdrew his request for the City Attorney to draft language for a proposed amendment.

Councilmember Cagle suggested adding language requiring Councilmembers to vacate their seat if they run for Mayor mid-term. This suggestion did not move forward.

Discussion of Tentative Agenda for the October 23, 2025 City Council Meeting (see Attachment A)

**ATTACHMENT A
TENTATIVE AGENDA
October 23, 2025**

Old Business

PUBLIC HEARING FOR ORDINANCE NO. 1234 - 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

Chief Building Official Howell stated that the ordinance was presented to the Planning Commission on October 6, 2025. The public hearing will be scheduled for the second reading before City Council.

ORDINANCE NO. 1234 - 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 (2nd READING)

No discussion.

New Business

ORDINANCE NO. ____ - Rezone the parcel located at 416 Donaldson Road, Tax Map ID # 156E-L-009, from R-1 Residential District to R-2 Residential Duplex District (1st Reading)

Chief Building Official Howell stated that the rezoning request was presented to and approved by Planning Commission on October 6, 2025.

ORDINANCE NO. ____ - Rezone the parcel located at 1438 North Smith Street, Tax Map ID # 169L-K-001.01, from RT-1 Residential Townhome District to R-1 Residential District (1st Reading)

Chief Building Official Howell stated that this property was rezoned to RT-1 in 2023. The property has been sold, and the new owner wants to rezone the property back to R-1 to build one single-family home on the property.

RESOLUTION NO. ____ - A resolution authorizing the City Manager to issue a Request for Qualifications for the development of a Stormwater Management Plan

City Manager Miller stated that he will have the Request for Qualifications prepared for the October 23, 2025, City Council meeting for review.

RESOLUTION NO. ____ - A resolution to amend the 2025 Christmas Holiday Schedule

City Manager Miller stated that, pursuant to the Human Resources Regulations, City staff receive Christmas Eve and Christmas Day off as observed holidays. City Manager Miller is requesting to observe December 25 and December 26 as the 2025 Christmas holidays.

Mayor Williams requested to add a resolution to cancel the second City Council meeting in December 2025 and noted that City Manager Miller will present additional change order requests for the Community Center project.

City Manager Miller requested a service agreement for the Animal Shelter HVAC system be added to the City Council agenda.

Adjournment

There being no further business, the October 9, 2025, Regular Meeting of the City Council of the City of East Ridge was adjourned at 8:42 p.m.

APPROVED:

MAYOR

CITY CLERK

ORDINANCE NO. 1234

AGENDA MEMORANDUM

Flood Ordinance

Date: October 23, 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. City is required to adopt the updated firm for the effective date of November 28th, 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 will result in suspension from the NFIP, making flood insurance unavailable to property owners and jeopardizing eligibility for federal disaster recovery funding.

ORDINANCE NO. 1234

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. 1235

AGENDA MEMORANDUM
ALCOHOL SERVICE AT VENUE 1921 AT EAST RIDGE
FOR ORDINANCE NO. 1235

OCTOBER 23, 2025

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

Subject: Approval of Ordinance No. 1235 – Alcohol Service at Venue 1921

The Parks and Recreation Department respectfully requests City Council approval of **Ordinance No. 1235**, which authorizes the service of alcoholic beverages at **Venue 1921** at East Ridge.

Venue 1921 is a newly developed municipal event space designed to host a variety of public and private gatherings. Allowing alcohol service at this location will enhance its appeal for weddings, receptions, corporate events, and other special occasions, contributing to its success and revenue potential.

As part of this ordinance, all event organizers will be required to:

- Provide proof of liability insurance coverage for their event.
- Utilize the City's **approved licensed alcohol vendor** for all alcohol service at Venue 1921.

These requirements are in place to ensure responsible service, compliance with state and local regulations, and the safety of all attendees.

We recommend approval of Ordinance No. 1235 to support the continued development and utilization of Venue 1921 as a premier event destination in East Ridge.

SS

ORDINANCE NO. 1235

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 8, CHAPTERS 1 AND 2 OF THE EAST RIDGE MUNICIPAL CODE PERTAINING TO INTOXICATING LIQUORS AND BEER

WHEREAS, the East Ridge City Council previously passed certain ordinances related to intoxicating liquors and beer under Title 8 of the East Ridge City Code, specifically Ordinance Nos. 778, 858, 860, 1022, 1060 and 1125; and

WHEREAS, it is necessary and desirable to amend Title 8, Chapters 1 and 2 pertaining to intoxicating liquors and beer so as to improve the administration of the regulations imposed therein.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of East Ridge, Tennessee, that Title 8, Chapters 1 and 2 are hereby amended as follows:

SECTION 1: Title 8, Chapter 1, Section 8-101 is amended by deleting the existing section and substituting therein the following so that §8-101 reads as follows:

8-101. Definition of alcoholic beverages. As used in this chapter, unless the context indicates otherwise, all of the definitions and provisions of T.C.A. § 57-3-101 are adopted for the interpretation of this chapter and are made applicable to the sale and regulation of alcoholic beverages within the City of East Ridge. (Ord. #778, Nov. 2004; as amended by Ord. # 1235, Oct. 2025).

SECTION 2: Title 8, Chapter 1, Section 102 is amended by deleting the existing section and substituting therein the following so that §8-102 reads as follows:

8-102. Consumption of alcoholic beverages on premises. Tennessee Code Annotated, Title 57, Chapter 4, inclusive, is hereby adopted by reference so as to be applicable to all sales of alcoholic beverages for on premises consumption which are regulated by the said code when such sales are conducted within the corporate limits of East Ridge, Tennessee. It is the intent of the City Council that the said Tennessee Code Annotated, title 57, chapter 4, inclusive, shall be effective in East Ridge, Tennessee, the same as if said code sections were copied herein verbatim. Except as provided in section 8-108, any possession, use, consumption, or sale of alcoholic beverages on property owned by the City is prohibited. (Ord. #778, Nov. 2004; as amended by Ord. # 1235, Oct. 2025).

SECTION 3: Title 8, Chapter 1 is amended by adding a new section 8-108 as follows:

8-108. Consumption of alcoholic beverages on City owned property at Venue 1921.

A. Authorization. The sale, serving and consumption of wine and alcoholic beverages as defined in T.C.A. § 57-3-101 is permitted on the designated City owned property known as Venue 1921, but only in accordance with Title 8 of the East Ridge City Code, and only when conducted in connection with an event that has obtained prior written approval of the City Manager or designee who may establish additional conditions at such City Manager's discretion. The absence of any approval by the City Manager authorizing the serving and consumption of wine and alcoholic beverages as defined in T.C.A. § 57-3-101 at Venue 1921 is unlawful.

B. Compliance with State Law. All sales, serving, and consumption of wine or alcoholic beverages as defined in T.C.A. § 57-4-102 at Venue 1921 shall strictly comply with the provisions of Tennessee Code Annotated Title 57, Chapter 4, and the rules and regulations of the Tennessee Alcoholic Beverage Commission.

C. Special Occasion License Required. No sale, service, or consumption of wine or alcoholic beverages as defined in T.C.A. § 57-3-101 shall take place at Venue 1921 unless the event organizer has first obtained a special occasion license from the Tennessee Alcoholic Beverage Commission in accordance with T.C.A. § 57-4-102. Proof of such license shall be submitted to the City Manager or designee not less than two (2) weeks prior to the date of the event.

D. Conditions of City Approval. The City Council may impose, by resolution, applicable conditions on the sale, service, and/or consumption of wine and alcoholic beverages at Venue 1921, including but not limited to:

- 1) Completion and submittal of an event application within a minimum number of days of the event;
- 2) Non-refundable application fee;
- 3) Limitation of hours of service;
- 4) Restriction of service and consumption;
- 5) Requirement of security or law enforcement presence; and
- 6) Proof of liability insurance coverage by the event sponsor.

E. City Employees. Nothing in this section shall in any way affect or lessen the rules and regulations governing the possession, use or consumption of alcohol by City employees.

(Ord. # 1235, Oct. 2025).

SECTION 4: Title 8, Chapter 2 is amended by adding a new section 8-221 as follows:

8-221. Consumption of Beer on City owned property at Venue 1921.

A. Authorization. The sale, serving, and consumption of beer as defined in T.C.A. § 57-5-101 with respect to the designated City owned property known as Venue 1921 shall be controlled by this section and the provisions of Tennessee Code Annotated Title 57, Chapter 5.

B. Approval by City Manager. All sales, serving, and consumption of beer as defined in T.C.A. § 57-5-101 in connection with an event held at Venue 1921 shall first obtain prior written approval of the City Manager or designee who may establish additional conditions at such City Manager's discretion. The absence of any approval by the City Manager authorizing the sale, serving and consumption of beer as defined in T.C.A. § 57-5-101 at Venue 1921 is unlawful.

C. Temporary Special Events Permit for Venue 1921 Required. No sale, serving, or consumption of beer as defined in T.C.A. § 57-5-101 shall take place at Venue 1921 unless the event organizer has first obtained a temporary special events permit from the City Manager or designee prior to the event.

D. Conditions of City Approval. The City Council may impose, by resolution, applicable conditions on the sale, service, and/or consumption of beer at Venue 1921, including but not limited to:

- 1) Completion and submittal of an event application within a minimum number of days of the event;
- 2) Non-refundable application fee;
- 3) Limitation of hours of service;
- 4) Restriction of service and consumption;
- 5) Requirement of security or law enforcement presence; and
- 6) Proof of liability insurance coverage by the event sponsor.

E. City Employees. Nothing in this section shall in any way affect or lessen the rules and regulations governing the possession, use or consumption of beer by City employees.

(Ord. # 1235, Oct. 2025)

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

Passed on First Reading _____, 2025

Passed on Second Reading _____, 2025

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3696

AGENDA MEMORANDUM
SERVICE MAINTENANCE AGREEMENTS
HVAC UNITS AT EAST RIDGE ANIMAL SHELTER

October 23, 2025

Submitted By:


J. Scott Miller, City Manager

SUBJECT:

There exist three (3) distinct air systems (HVAC) that serve the East Ridge Animal Shelter as follows:

- Valent Dedicated Outside Air Unit (DOAS) that serves the cat/kitten area, the meeting rooms, and pods 1-3 of the dog kennels.
- Trane Seer 2 that serves the office area and food/preparation rooms.
- Trane VRF Unit that serves the quarantine, medical room, and isolation rooms.

Trane was the supplier and installer of the above-mentioned units during the construction of the building project. The one-year warranty period on the HVAC systems expired the first week of August 2025; however, due to various problems the City was incurring with the operation of the air systems the warranty period was extended between the City and the contractor (J C Curtis) and the HVAC subcontractor (JDC) for three (3) additional months. During that time the HVAC Designer (under contract with MBI Architects) undertook a comprehensive on-site inspection and prepared a list of deficiencies in the air systems. JDC spent four (4) days correcting and addressing the deficiencies while a City employee from the city's maintenance department observed all the work done. A test and balance was subsequently performed and was successful.

Now that the system is up and running in an efficient manner the City needs to contract continued maintenance contracts with Trane. Attached hereto please find two (2) maintenance contracts for the HVAC system as follows:

- Software Maintenance Agreement (8219428) – the control systems agreement. Trane will come out twice a year and provide updates to the latest versions (ie. security, license, etc.). The cost of the initial license is included in the first-year payment.
- Mechanical Maintenance Agreement (8326102) – the mechanical systems agreement. Trane will provide two (2) visits a year – one being an operational inspection and the other being an annual inspection whereby the air systems will be cleaned and repairs made as needed.

RESOLUTION NO. 3696

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

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

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

WHEREAS, entering into the proposed five-year maintenance agreements for HVAC services, beginning October 1, 2025, through October 31, 2030, will promote operational efficiency and system security; and

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

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

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

Adopted this _____ day of _____, 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



SCHEDULED SERVICE AGREEMENT

Trane Office

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

Trane Representative

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

Proposal ID

8219428

Service Contract Number

J2-421904-25-001

Reference OMNIA Contract #3341

Company Name

East Ridge City Of

Site Address

East Ridge Animal Shelter
5302 Stone Street
Chattanooga, TN 37412

October 21, 2025



EXECUTIVE SUMMARY

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

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

As an HVAC service provider, Trane offers many advantages:

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

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

ADDITIONAL SUPPORT

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



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

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

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



SCOPE OF SERVICES — STANDARD INCLUSIONS

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

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

ON-SITE SCHEDULED MAINTENANCE

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

Implementation:

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



TRANE LABORATORY ANALYSIS

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

Implementation:

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



REFRIGERANT MANAGEMENT

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



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

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

Advantages:

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

Implementation:

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

Tiered Service Offerings to better support your needs:

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



HVAC EQUIPMENT COVERAGE

East Ridge Animal Shelter

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

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

Service Description	Quantity Per Term
Order SMP (Service 1) Description <ul style="list-style-type: none"> Order Tracer SC SMP 	1
System Analysis and Review (Service 2) Description <ul style="list-style-type: none"> Operator Workstation Inspection System Controller Inspection Verify System Software Programming System Back-Up Customer Review - 30 Minutes Software Service Pack Update (Per Workstation and/or BCU) 	5
Update SMP License (Service 3) Description <ul style="list-style-type: none"> Install SMP License 	1



PRICING AND ACCEPTANCE

East Ridge City Of

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

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	4,420.03	4,420.03	Annual
Year 2	2,273.80	2,273.80	Annual
Year 3	2,364.75	2,364.75	Annual
Year 4	2,455.70	2,455.70	Annual
Year 5	2,546.67	2,546.67	Annual

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

Tariffs

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

Term

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

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

Renewal Pricing Adjustment

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



Cancellation by Customer Prior to Services; Refund

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

Cancellation by Company

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

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Dylan Rose
_____	Proposed Date: October 21, 2025
Printed Name	Cell: (615) 981-1547
_____	Office: (423) 296-1506
Title	License Number: 23034
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title

	Signature Date

The Initial Term of this Service Agreement is 5 years, beginning October 1, 2025.
 Total Contract Amount: \$ 14,060.95 USD.



TERMS AND CONDITIONS - SERVICE

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

- 1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
- 4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



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

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

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

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

13. CONTAMINANTS LIABILITY

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

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



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

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

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

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

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

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

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

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

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

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



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

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



SECURITY ADDENDUM

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

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

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

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

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

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

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

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



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



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

October 2024
Supersedes: November 2023v2



APPENDIX

SAFETY

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

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

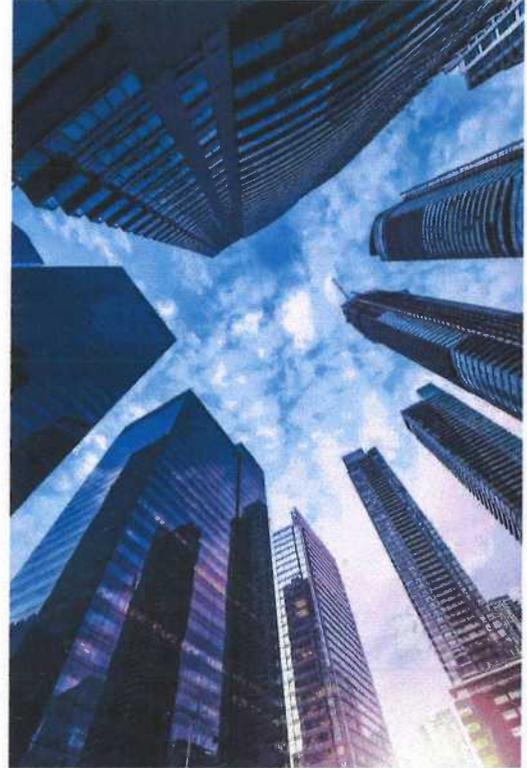
- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

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

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

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



CONSISTENCY

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

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

MECHANICAL



SCHEDULED SERVICE AGREEMENT

Trane Office

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

Trane Representative

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

Proposal ID

8326102

Service Contract Number

TBD

Company Name

East Ridge City Of

Site Address

East Ridge Animal Shelter
5302 Stone Street
Chattanooga, TN 37412

October 21, 2025



EXECUTIVE SUMMARY

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

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

As an HVAC service provider, Trane offers many advantages:

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

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

ADDITIONAL SUPPORT

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



WHY TRANE? WE FOCUS ON BETTER BUILDINGS.

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

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



SCOPE OF SERVICES — STANDARD INCLUSIONS

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

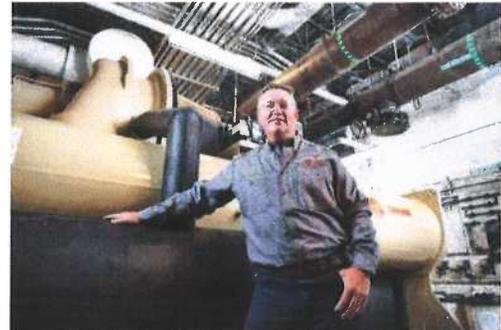
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

ON-SITE SCHEDULED MAINTENANCE

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

Implementation:

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



TRANE LABORATORY ANALYSIS

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

Implementation:

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



REFRIGERANT MANAGEMENT

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



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

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

Advantages:

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

Implementation:

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

Tiered Service Offerings to better support your needs:

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



HVAC EQUIPMENT COVERAGE

East Ridge Animal Shelter

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

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
1.5 - 5 Ton Unitary Split Systems	1	Trane	4TTR6048N1	234335YTHF	

Service Description

Quantity Per Year

Air Cooled Condenser Annual Inspection (Service 1)

1

Description

- Lock Out Tag Out Condenser
- Electrical Inspection Unitary
- Leak Test Inspection (Positive Pressure)
- Condenser Coil Check
- Condenser Physical Fan Check
- Remove Lock Out Tag Out and Restore Power
- Manual Log

Air Cooled Condenser Operational Inspection (Service 2)

1

Description

- Lock Out Tag Out Condenser
- Condenser Coil Check
- Unitary Visual Equipment Inspection
- Remove Lock Out Tag Out and Restore Power



Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Vertical Self-Contained Air Conditioners	1	Other	VXE-212-58	23760404	

Service Description

Quantity Per Year

NTP Packaged Vertical Self Contained Air Cooling Annual Maintenance (Service 3)

1

Description

- Lock Out Tag Out (Standard)
- Unitary Visual Equipment Inspection
- Electrical Inspection
- Flow Device Check Generic
- Compressor Oil Level Check
- Replace Belt(s) on Supply Fan (Per Fan)
- Bearing Lubrication
- Filter Inspection and Change (Generic)
- Condensate Inspection
- Condenser Coil Cleaning with Solution NTP Rooftop
- Condenser Fan Check
- Remove Lock Out Tag Out, Restore to Normal Operation
- Check Economizer Damper NTP
- Log Unit and Operation Check (Unitary Generic)

NTP Packaged Vertical Self Contained Air Heating Annual Maintenance (Service 4)

1

Description

- Lock Out Tag Out (Standard)
- Unitary Visual Equipment Inspection
- Electrical Inspection
- Bearing Lubrication
- Filter Inspection and Change (Generic)
- NTP Heating Inspection (Steam/Hot Water)
- Log Unit and Operation Check (Unitary Generic)



Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Product Unknown	1	Trane	TUHYP0723A	38P0009750T843	

Service Description

Quantity Per Year

Air Source Heat Pump Annual Inspection (Service 5)

1

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Visually Inspect Base Pan
- Clean Unit Exterior and Coil
- Leak Test Inspection (Commercial Condensing Unit)
- Condenser Fan Check
- Meg Compressor Motor
- Remove Lock Out Tag Out
- Verify Operating Voltages
- Return Unit to Normal Operation
- Start Up Seasonal Cooling
- Log Unit and Operation Check (Ductless)
- Review Diagnostics and Set up Menu

Air Source Heat Pump Operational Inspection (Service 6)

1

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Review Diagnostics (Standard)
- Visual Electrical Inspection
- Visual Inspection for Abnormality, Damage and Missing Hardware
- Verify Operating Voltages
- Review Operation
- Log Unit and Operation Check (Ductless)



PRICING AND ACCEPTANCE

East Ridge City Of

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

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	4,434.75	4,434.75	Annual
Year 2	4,589.97	4,589.97	Annual
Year 3	4,750.62	4,750.62	Annual
Year 4	4,916.89	4,916.89	Annual
Year 5	5,088.98	5,088.98	Annual

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

Tariffs

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

Term

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

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

Renewal Pricing Adjustment

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



Cancellation by Customer Prior to Services; Refund

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

Cancellation by Company

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

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Dylan Rose
_____ Printed Name	Proposal Date: October 21, 2025 Cell: (615) 981-1547 Office: (423) 296-1506 License Number: 23034
_____ Title	_____ Authorized Representative
_____ Purchase Order	_____ Title
_____ Acceptance Date	_____ Signature Date

The Initial Term of this Service Agreement is 5 years, beginning October 1, 2025.
Total Contract Amount: \$ 23,781.21 USD.



TERMS AND CONDITIONS - SERVICE

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

- 1. Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.
- 4. Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.
- 5. Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.
- 6. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 7. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.
- 8. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.
- 9. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,



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

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

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

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

13. CONTAMINANTS LIABILITY

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

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



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

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

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

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

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

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

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

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

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

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



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

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



SECURITY ADDENDUM

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

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

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

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

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

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

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

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



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



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

October 2024
Supersedes: November 2023v2



APPENDIX

SAFETY

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

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

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

ENVIRONMENTAL PRACTICES

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

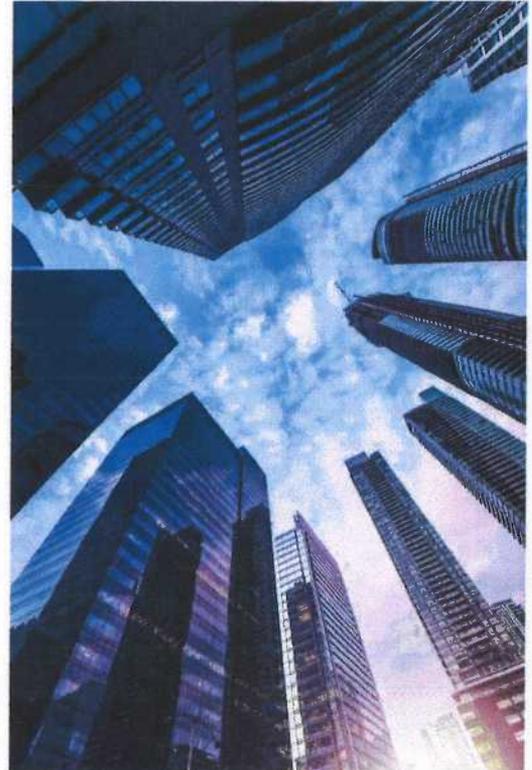
Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an annual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

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

CONSISTENCY

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

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



DISCUSSION ITEM

AGENDA MEMORANDUM PENDING
MOBILE FOOD VEHICLES

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Earlier this calendar year the City Council directed City Staff (Building Official and City Manager) to proceed with drafting an ordinance in reference to mobile food vehicles (MFV's). Mr. Michael Howell and I worked together (predominantly Mr. Howell) to craft legislation pertaining to the permitting and the operation of mobile food vehicles within the corporate limits of the City of East Ridge. We went back and forth on the draft five times to hone-in on specific items as definitions, operations, permitting, rules and procedures. Finally, we reached a conclusion on the proposed document.

The City Council openly discussed the proposed mobile food vehicle ordinance at their regular business meeting of October 9, 2025. Changes and amendments made at this meeting by the Council included the following:

- A reduction of the distance requirement from existing eating establishments from 1,000 feet to 200 feet.
- Addition of language whereby the distance requirement does not apply when the MFV's are located in an overlay district.
- Addition of language whereby a single location is allowed four (4) permits each calendar year unless it is a permanent operation by the property owner.
- The addition of an overlay district that includes the shopping center property located at 6725,6729, and6731 Ringgold Road.

Attached hereto for your information and review is a second draft of the mobile food vehicles ordinance

Attachments

JSM/

**ORDINANCE TO CREATE TITLE 9, CHAPTER 11 OF THE EAST RIDGE MUNICIPAL CODE
ESTABLISHING REGULATIONS FOR OPERATING A MOBILE FOOD VENDING BUSINESS
WITHIN THE CITY OF EAST RIDGE, TENNESSEE**

October 23th, 2025 - CITY COUNCIL – REVISION 2

Section 1 – Purpose

It is the purpose of this Chapter to protect the public health, safety, and general welfare of individuals and the community at large, to establish uniform regulations for the operation of Mobile Food Vehicles, and to enhance street-level economic opportunities within the City.

Section 2 – Definitions

For the purpose of this chapter, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word "shall" connotes mandatory and not discretionary; the word "may" be permissive. The following definitions shall apply in the interpretation of this chapter, whether capitalized or not, and in any regulations promulgated hereunder, unless specifically stated otherwise

2.1 Canteen Truck means any vehicle that operates to provide food service to workers at locations where food is otherwise unavailable, from which Vendors sell food that requires no on-site preparation or assembly, other than the heating of pre-cooked foods.

2.2 Location-Specific Mobile Food Permit means a permit that has been approved and issued by the City of East Ridge to the owner of Private Property for the purpose of allowing a single (1) Mobile Food Vehicle to be staged on-site, overnight, regardless of duration. **Moved to Section 4**

2.3 Mobile Food Owner or Vendor means any person or entity selling food or drinks from a Mobile Food Vehicle, including, but not limited to, an enclosed unit, truck, or trailer. **is allowed to operate in an overlay district. Private property events are exempt when a two (2) day permit is required.**
Moved to Section 3

2.4 Mobile Food Vehicle means an enclosed unit, truck, or trailer that is roadworthy, has a valid motor vehicle title and registration, and has a license that is properly displayed and from which food is prepared, cooked, assembled, or stored with the intent of selling such food to the public.

2.5 Mobile Food Vehicle in Operation means a Mobile Food Vehicle that, when arriving at an approved Private Property or Site, is either preparing to open for business, open for business, or in the process of preparing to leave a Site, and shall return to an approved City of East Ridge permitted location.

2.6 Mobile Food Vending Permit means any permit granted by the City of East Ridge for the operation of a Mobile Food Vehicle (enclosed unit, truck, or trailer) on Private and Public Property.

2.7 Private Property means real property owned by an individual or individuals having exclusive rights to it and which is not owned by a public entity.

2.8 Public Property means real property owned by the City of East Ridge or Hamilton County, including Public and private right-of-way/streets designed for motor vehicles. **Removed**

2.9 Special Events refer to any public gathering, including but not limited to a block party, local festival, parade, celebration, concert, carnival, fair, exhibits, trade shows, grand opening, or similar activities, held on Public or Private Property within the City of East Ridge, Tennessee, for a duration of no more than two (2) days. Special events may last no more than two (2) consecutive days, except on weekends, when up to three (3) consecutive days are permitted. **Moved to Section 3**

2.10 Special Event Permit means any permit approved by the City of East Ridge authorizing the holding of a Special Event as defined herein.

2.11 Unimproved Property means any property that does not have ingress and egress through a driveway of approved material and does not contain a building that may be occupied pursuant to applicable building codes.

2.12 Overlay District means an additional layer of standards applied to all areas within a defined overlay boundary, regardless of the underlying base zoning district.

Section 4 – Permanent Operation by Property Owner

4.1 – A Property Owner may permanently allow a Mobile Food Vehicle on their own privately-owned parcel, provided the following conditions are met:

a) **Ownership and Permission:** A Mobile Food Vehicle may only be permanently staged on a Property with the express permission of the Property Owner. The Owner of the Mobile Food Vehicle must obtain and maintain the Property Owner's consent for such use. Additionally, the Vehicle must meet all definitions and requirements of a Mobile Food Vehicle as described in this Ordinance.

b) **Zoning Compliance:** The property must be located within the designated district zoned for **overlay**, office, commercial, or manufacturing uses, as defined in the City of East Ridge Zoning Ordinance. **ADDED OVERLAY**

c) **Permit Requirements:** A valid Location-Specific Mobile Food Permit must be obtained and renewed annually.

i. A valid Mobile Food Vending Permit must also be obtained for the vehicle.

ii. A valid Location-Specific Food Permit must be obtained and renewed annually.

iii. A site plan must be submitted and approved by the building official. **REMOVE REPETITION OF WORDING - ALREADY STATED IN SECTION 5**

d) **Vehicle Staging and Overnight Storage:** The Mobile Food Vehicle may remain permanently parked (overnight and during off-hours) on-site, provided it is on an approved paved surface and does not obstruct required fire lanes, emergency access, or parking for other uses on the Property.

e) **Accessory Items:** Tables, chairs, trash receptacles, signage, or other accessory items may remain in place when a Mobile Food Vehicle is not in operation, which includes allowing these items to remain in place for up to twenty-four (24) hours when the Mobile Food Vehicle temporarily leaves the Property. The Fire Marshal reserves the right to require removal if deemed unsafe or unsightly. **Mobile Food Vendors may not install overhead structures for customer seating.** **NEW**

f) **Utilities:** Mobile Food Vehicles under this Section may not be permanently connected to water, sewer, gas, or electricity.

g) **Health and Safety Compliance:** The Mobile Food Vehicle must maintain a current health permit from the Tennessee Department of Health and pass the annual fire inspection by the East Ridge Fire Marshal.

h) **Multiple Vehicles:** Only one (1) Mobile Food Vehicle may be permanently staged on the Property at any time under this provision.

i) **Revocation Clause:** The City reserves the right to revoke the Location-Specific Permit if the Mobile Food Vehicle becomes a nuisance, causes traffic or safety concerns, or violates any of the conditions of this Ordinance.

Section 5 – Permitting Requirements

5.1 - Mobile food vending permit. Prior to operating a mobile food vehicle as defined in this chapter, operators shall obtain a mobile food vending permit from the City of East Ridge through the Code Enforcement Department, which shall operate as the permit administrator department.

A mobile food vending permit shall only be granted after a mobile food vending permit application has been approved by the City of East Ridge Building Official or their designee. The permitting process shall be required for each individual mobile food vehicle that is to operate within the City of East Ridge. Mobile food vending permits are non-transferable. A mobile food vending permit must be attached to the mobile unit and be within view.

Operating a mobile food truck within the City of East Ridge will require proof of a business license from the county or state. If a food truck or other mobile vendor makes Tennessee sales at different temporary locations in Tennessee, the vendor should register its primary business location for sales and use tax purposes. The primary business location may be the vendor's residence or central kitchen. The vendor should collect Tennessee sales tax at the state and local rate applicable to its business location and report all sales, including sales made from temporary locations, on the sales tax return for its business location. **BROKEN INTO PARAGRAPHS FOR EASIER READ**

5.2 – Permit Application Requirements: The vendor shall submit a mobile food vending permit application as approved in form by the city attorney. Applicants for a mobile food vending permit under this chapter must file with the Building and Codes Department a written application. The application must include:

- a) Name of Applicant/Vendor;
 - b) Valid government-issued ID for the Business Owner or Vehicle Owner;
 - c) Complete home and business addresses;
 - d) Brief description of the business and goods to be sold;
 - e) Location and duration for staging on Private Property with a valid Location-Specific Permit;
 - f) Site Plan must show Vehicle location, relationship to structures, proposed parking, and other pertinent details.
 - g) Vehicle registration number, make, model, description, and color photographs (front, both sides, rear).
-

Section 6 - Clearance to Structures

6.1 - Clearance to structures. There shall be a clearance of no less than 20 feet between any portion of a mobile food vehicle and any structure built of combustible construction. There shall be a clearance of no less than 20 feet between any portion of a mobile food vehicle and any structure built of non-combustible construction. The mobile food truck must be placed behind the front building line. If site constraints exist, at the discretion of the city manager. **SECTION 6 NOW INCLUDES CLEARANCE TO STRUCTURES AND GENERAL REQUIREMENTS**

Section 6 - Operational Requirements

6.1 - Operational Requirements:

a) General Requirements:

- Operation only in approved Commercial, Manufacturing, Office, and Overlay Districts with written Property Owner permission.
- Trash receptacles and private waste disposal are required and shall be provided by the vendor.
- No amplified music, PA systems, or LED lighting.
- No obstruction to business access or emergency paths.
- No permanent utility connections.
- Signage permitted on Vehicles.
- Alcohol sales prohibited.
- Must maintain a minimum of two hundred feet (200) five hundred (500) feet from existing eating establishments and other operating Mobile Food Vehicles. Measured from property lines. **NEW - CITY COUNCIL**
- Distance requirements do not apply when MFVs are located within an overlay district, other than a 5-foot separation between MFVs. **NEW - CITY COUNCIL**
- A single location is allowed for four (4) MFV permits each calendar year, unless it is a Permanent Operation by the Property Owner. Section 4 rules and regulations apply. **NEW - CITY COUNCIL**

b) Pedestrian Access:

- Maintain a minimum six-foot (6') clear path on sidewalks.
- Maintain six-foot eight-inch (6'8") clearance under awnings/canopies.

c) Hours of Operation:

- 8:00 a.m.–11:00 p.m. Friday & Saturday; 8:00 a.m.–10:00 p.m. Sunday–Thursday. **NEW HOURS TBD BY THE CITY COUNCIL**

d) Private Property:

- Written Property Owner permission required.
- Operation prohibited on Unimproved Properties.
- Must be set back at least ten (10) feet from Public Rights-of-Way.
- **Canteen Trucks require a Mobile Food Vending Permit. REQUIRES A PERMIT**

e) Public Property:

- Compliance with General Requirements is required.
- Special Event Permit not required; inspection required.

f) Restroom Access:

- For operations greater than three (3) hours, written Property Owner permission is required for employees to access a flushable restroom within four hundred fifty (450) feet. **NEW SECTION -TBD- BY THE CITY COUNCIL**

Clearance of Structures:

- Clearance: Minimum of twenty (20) feet between any portion of a Mobile Food Vehicle and any structure (combustible or non-combustible). Vehicle must be placed behind the front building line unless site constraints exist; in that case, placement is at the Fire Marshal's discretion. **SHORTENED - ADDED SITE CONSTRAINTS**

ADDED BULLET POINTS FOR EASIER READ

Section 7 - Public Safety Compliance DELETED-AND COMBINED SECTIONS 6 &4

7.1 - Mobile food vendors staged on property that has a valid location-specific mobile food permit acknowledge and agree that the city has the right to require the movement of their mobile food vending vehicle/trailer and any other associated structure/furnishings should the city determine that its presence is a threat to public safety. **SECTION 6**

7.2 - All temporary signs, tables, chairs, steps, decks, and other accessory items associated with mobile food vehicles staged on property that has a valid location-specific mobile food permit may remain in place when a mobile food vehicle is not "in operation" which includes allowing these accessory items to remain in place for up to 24 hours when the mobile food vehicle temporarily leaves the property. **DESCRIBED IN SECTION 4**

Section 7 - Compliance with Fire, Public Safety & Health Regulations

COMBINED SECTION 10 and 11

7.1 - Vendors must comply with the International Fire Code as adopted by the City of East Ridge and any additional rules or regulations adopted by the Fire Department. Vehicles are subject to inspection by the Fire Marshal prior to permit issuance.

7.2 - The City may require relocation of Mobile Food Vehicles or associated structures if deemed a threat to public safety.

7.3 - Valid health inspection certifications from the State of Tennessee suffice for operation within the City of East Ridge. **ADD TO SECTION 7 FROM SECTION 10**

Section 8 - Insurance

8.1 - Operators of mobile food units that operate on public property and private property shall provide with their application and annual renewal application proof of an insurance policy, issued by an insurance company licensed to do business in the state, with the city as a named insured, protecting the operator and the city from all claims or suits for damages to property or bodily injury, including death, which may arise from operations under or in connection with the permit.

Minimum liability limits for such insurance policy shall be not less than the minimum limits specified by Tennessee Code Annotated Section 29-20-403.

Such insurance shall show paid-up premiums for a minimum of one (1) year and shall provide that the policy will not terminate or be canceled prior to the expiration date without thirty (30) days' advance written notice to the mayor or his designee.

Operators on Public Property must provide proof of insurance listing the City as a named insured. Coverage must meet Tennessee Code Annotated §29-20-403, with premiums paid for a minimum of one (1) year, and provide thirty (30) days' advance notice to the city manager or designee before cancellation. **INTO PARAGRAPHS FOR EASIER READ**

Section 9 - Mechanism for Complaints—Suspension or Revocation

THIS SECTION WAS ONCE OPERATION ON PUBLIC PROPERTY - HAS NOW BEEN REMOVED

9.1 - Should the City of East Ridge observe a mobile food vendor in violation of this chapter, code enforcement, or their designee, may seek resolution through this chapter, including without limitation the issuance of a notice of violation to parties involved in the operation of the mobile food vending unit, including, but not limited to the operator or owner of the unit, as well as the property owner where the violation occurred.

9.2 - Citation. Each of the following circumstances constitute a violation of this article, for which a citation may be issued by a codes enforcement officer or police officer of the City.

9.3 - Operation of a mobile food service vehicle without a current, valid permit, provided further that each day and each separate location at which a mobile food service vehicle is operated without a current, valid permit shall be considered a separate violation.

9.4 - Continuation of temporary mobile food service vehicle operations beyond the time period authorized by staff.

9.5 - Failure to comply with any other provision of this chapter.

9.6 - Responsibility for Violations. The City code enforcement officers and police officers may, at their discretion in consideration of the situation, cite any of the individuals or entities listed below for any violation of the provisions of this chapter.

- a) The operator of a mobile food service vehicle.
- b) An employee working in or out of a mobile food service vehicle.
- c) The owner of the property on which a mobile food service vehicle is located.

9.7 - Suspension of Permit. A mobile food vendor permit shall be suspended by the permit administrator if:

- a) The applicant for the permit knowingly provided false information on the application.
- b) Two violations of this chapter have occurred within a six month period in conjunction with the mobile food service vehicle for which the permit has been issued.
- c) The operator of a mobile food service vehicle fails to maintain a current, valid, vehicle registration, health department permit, business license, or proof of required motor vehicle insurance coverage.

9.8 - Revocation of Permit. A mobile food vendor permit shall be revoked by the permit administrator:

- a) If three violations of this chapter have occurred within any 12-month period.
- b) A mobile food service vehicle is operated in an unlawful manner so as to constitute a breach of the peace or otherwise threaten the health, safety or general welfare of the public.

9.9 - Reinstatement:

- a) An operator may reinstate a suspended mobile food vendor permit by taking such actions as may be necessary to correct a mobile food service vehicle's noncompliance and paying a reinstatement fee of \$200 to offset the City's cost of enforcement measures, inspections, and compliance verifications.
- b. An operator whose mobile food vendor permit has been revoked may apply for a new permit after 12 months from the date of revocation, provided the operator has taken such actions as may be necessary to correct a mobile food service vehicle's noncompliance. The operator shall pay a permit reinstatement fee of \$200 to offset the City's cost of enforcement measures, inspections and compliance verifications.
- c. No permit will be issued to any person who intends to operate the same mobile food service vehicles for which the operator's permit is currently suspended or has been revoked within the preceding 12 months.

9.10 - Notice. Notice of the suspension or revocation of a mobile food vendor permit shall be issued to the operator in writing by the permit administrator to the address of contact contained on the permit application.

9.11 - Administrative Hearing Officer. Notwithstanding anything to the contrary herein, any violation of this chapter may, in addition to other ramifications permitted in this chapter, be cited and referred to the City's administrative hearing officer for adjudication of penalties and fines as set forth in T.C.A. § 6-54-1001 et seq. who shall have authority to levy penalties and fines in accordance with T.C.A. § 1009, as amended.

Section 10– Appeals

10.1- Filing. The denial, suspension, or revocation of a mobile food vendor permit by the City administrator may be appealed by filing a written notice of appeal, establishing the grounds for the appeal, with the East Ridge City Manager for City Council review. The notice of appeal shall be filed no later than ten business days following receipt of the notice of denial, suspension or revocation.

10.2 - City Council Review. When an appeal is filed with the East Ridge City Manager for City Council review as set forth herein, the City Council may request such additional information from the operator and the permit administrator as may be deemed necessary. At the City Council's discretion, the appeal may be decided based on the written information and documentation submitted, or a hearing may be scheduled with the operator and the permit administrator. The appeal shall be placed on the agenda within thirty days of filing and shall be heard at a regularly scheduled City Council meeting. The City Council's decision on the appeal shall be issued in writing, based on a written summation or revocation of the permit, and shall be final. The City Council may reverse the denial, suspension, or revocation of a permit or may reduce the waiting period requirement for reinstatement of a revoked permit if it is determined that the operator has taken reasonable steps to mitigate the violations leading to the revocation and to prevent future violations.

10.3 - Refunds. There shall be no refund of an application fee for a mobile food vendor permit that has been denied. There shall be no refund of a reinstatement fee for a suspended or revoked permit unless the City Council determines on appeal that the permit administrator acted in error in suspending or revoking the permit.

Section 11 - Fees

11.1- Mobile Food Vehicle - \$200/vehicle, per Calendar year

11.2 - Application/permit fee (fee to be updated annually based on administration cost)

11.3 - Location Specific mobile food permit - \$200.00/property, per year

11.4 - Fire Marshal inspection fee \$50.00

11.5 - Two or three-day special event permit \$50.00 or \$25.00 per day.

11.6 - Violations – Maximum \$50.00 per day per offense

11.7 - Business license -Contact the City of East Ridge at 423-867-7711

11.8 -Fire Inspection – Fire Marshal Bryan Dean at 423-867-7100 / bdean@eastridgetn.gov

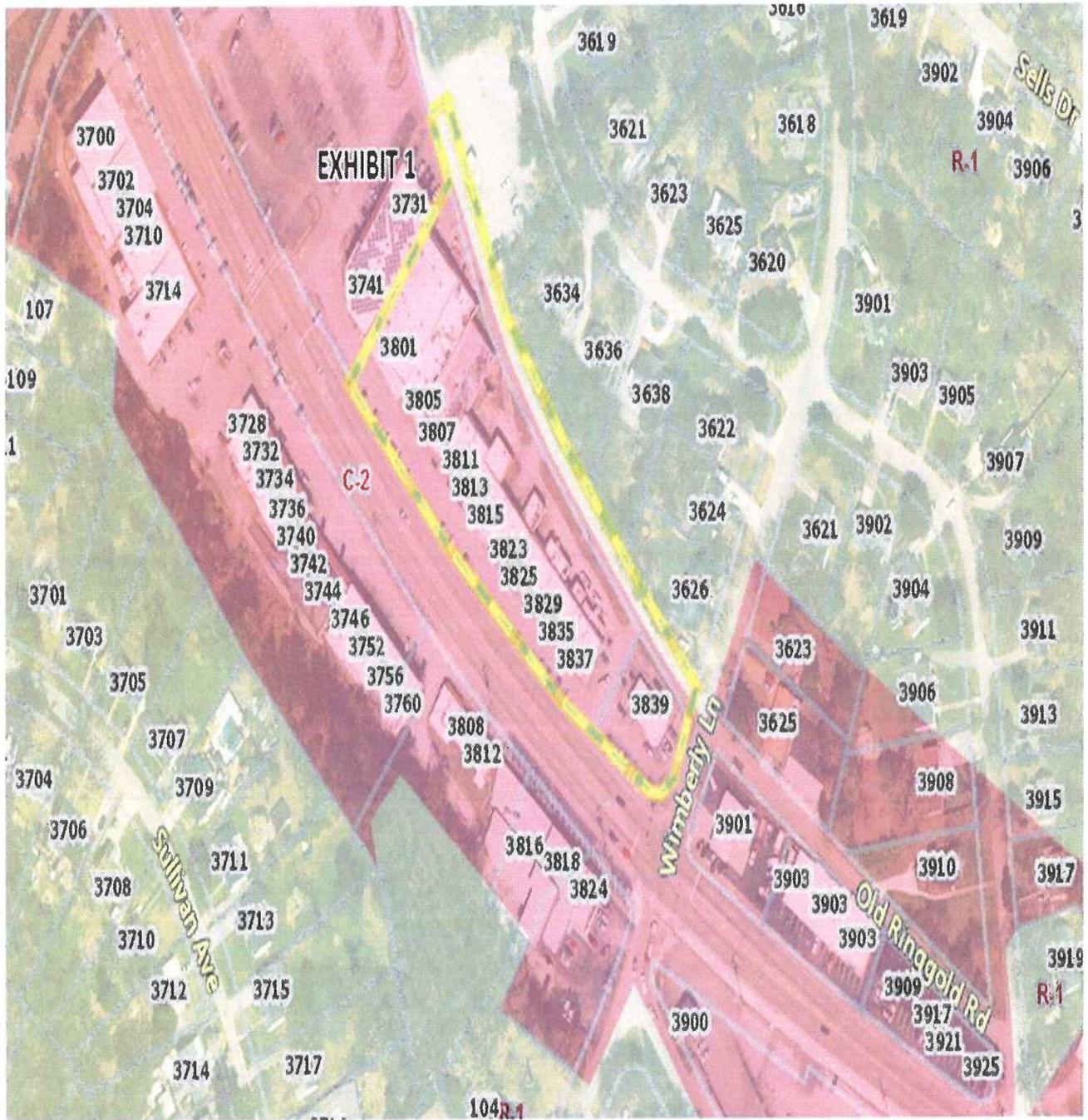


Exhibit 1

Overlay District - 6731 Ringgold Road



Exhibit 2

Overlay District - 6725 Ringgold Road

ORDINANCE NO. 1236

AGENDA MEMORANDUM

REZONE

Date: October 23, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On October 6th, 2025, Joshua Lindsay petitioned the East Ridge Planning Commission to rezone the parcel located at 416 Donaldson Road (Tax Map# 156E L 009) from R-1 Residential District to R-2 Residential Duplex District.

The East Ridge Planning Commission approved the request to rezone the parcel.

ORDINANCE NO. 1236

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 416 DONALDSON ROAD, TAX MAP #156E-L-009, FROM R-1 RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT

WHEREAS, Joshua Lindsay petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 416 Donaldson Road, Tax Map #156E-L-009, from R-1 Residential District to R-2 Residential Duplex District. The property is more particularly described as follows:

Lots 10, 11, 12, and 13, Woodley's Revised Subdivision, Plat Book 1007, Page 655, Register's Office Hamilton County, Tennessee, EXCEPT that part conveyed to the State of Tennessee for the widening of Frawley Road by deed of record in Book 1395, page 40, in said Register's Office. Tax Map 156E-L-009

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on October 6, 2025, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on October 6, 2025; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on November 13, 2025, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 416 Donaldson Road, Tax Map #156E-L-009, from R-1 Residential District to R-2 Residential Duplex District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2025

Approved on Second Reading _____, 2025

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



CASE NUMBER: 2025-0139		Date Submitted: 07/21/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: R-1		Rezoned To: R-2	
		Total acres in request area: 0.52	
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
N/A			
4 Property Information			
Property Address: 416 Donaldson Rd		Property Tax Map Number: 156E-L-009	
5 Proposed Development			
Reason for request/Project description:		Bring a duplex into conformity	
6 Site Characteristics			
Current Use:		Duplex	
Adjacent Uses:		Residential	
7 Applicant Information			
Name: Joshua Lindsay			
Address (street, city, state, zip): 416 Donaldson Rd, Apt A, Chattanooga, TN 37411			
Phone: [REDACTED]		Email: [REDACTED]	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input checked="" type="checkbox"/> <input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: <u>See Submitted Application</u>		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds
<input checked="" type="checkbox"/>	Application Fee: \$150	<input type="checkbox"/>	Cash
<input checked="" type="checkbox"/>	Notice signs	<input checked="" type="checkbox"/>	Credit
			Check
		Number of notice signs: 2	
Municipality: East Ridge		Planning District: 6	
		Neighborhood: None	
County Commission District: 8		City Council District: 0	
PC meeting date: East Ridge		Application processed by: Jennifer Ware	
<u>Staff Recommendation:</u>		<u>PC Action/Date:</u>	
		<u>Legislative Action/Date/Ordinance:</u>	



Emily Wood <ewood@chattanooga.gov>

Proposed Re-zone from R-1 to R-1

Joshua Lindsay
To: rezoningapplications@chattanooga.gov

Thu, Jul 24, 2025 at 11:55 AM

Good morning,

I would like to rezone my existing property from R-1 to R-2. It is currently legal, non-conforming. The property is an existing duplex. There are no proposed changes to any structures or land. Thank you for your time.

—
Best,

Joshua

5 attachments



Deed.pdf
100K



Site Plan.docx
26K



Plat GIS Map.pdf
237K

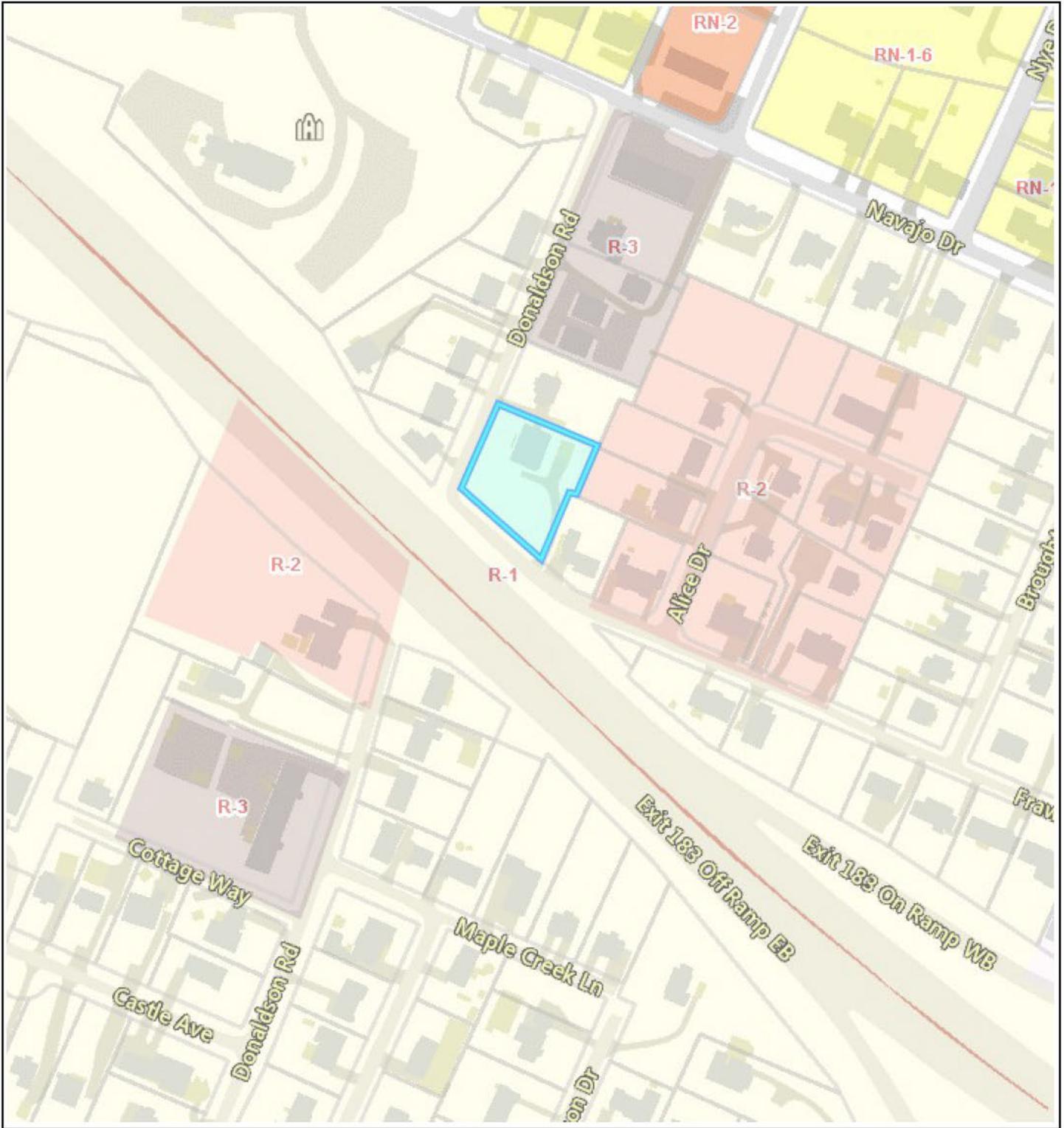


Hamilton County Unofficial Property Card.pdf
123K

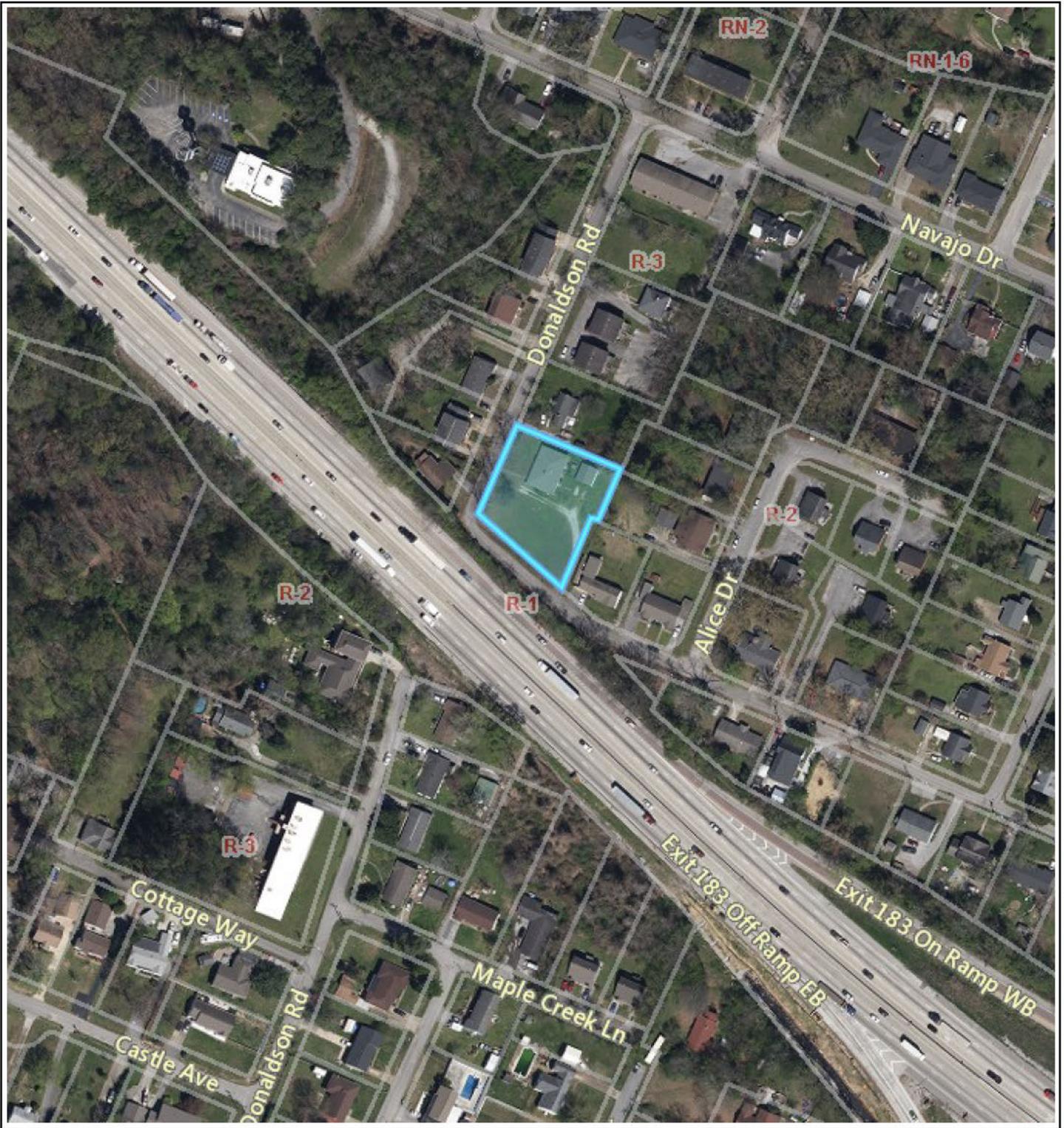


Re-zoning Application.pdf
8482K

2025-0139 Rezoning from R-1 to R-2



2025-0139 Rezoning from R-1 to R-2



GISMO 5



Legend

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

0 50.00 100.0Feet



NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.



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

1. Parcel Boundary & Rezoning Area

Parcel lines for 156E L 009 (and adjacent parcels affected).

Rezoning request area (R-2) Existing parcel

2. Existing & Proposed Structures

Existing single-family (duplex) home located along the center of the parcel (approx. 40' × 60' footprint).

3. Ingress & Egress

Vehicular ingress/egress:

Existing driveway from the adjacent street, 20' wide.

Pedestrian access:

Existing sidewalk connection from front porch to public sidewalk (5' wide).

Rear walkway linking units to parking and dumpster.

4. Landscape Buffers

10'-wide buffer along all side and rear property lines (adjacent to R-1 zoning)

Street yard buffer (front): 8' wide with low shrubs and street trees every 30'.

5. Parking Area Design

Surface parking lot

Existing Total parking: 4 spaces.

6. Dumpster Location

N/A

7. Floodplain Information

Overlay floodplain zones per FEMA data:

100-year floodplain: eastern 25' of parcel

500-year floodplain: eastern 10' beyond 100-year zone

Floodway zone: *none* on the parcel.

All proposed structures and parking kept outside mapped floodplain.

Chattanooga-Hamilton County Regional Planning Agency

PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2025-0139	APPLICANT: Joshua Lindsay	PROPERTY OWNER: Joshua Lindsay
PROPERTY ADDRESS: 416 Donaldson Road	TAX MAP PARCEL ID: 156E-L-009	JURISDICTION: East Ridge
SIZE OF PROPERTY: 0.52 acres	REQUEST: Rezone from R-1 Residential District to R-2 Residential Duplex District to bring a duplex into conformity with the zoning.	

PROPERTY DESCRIPTION

EXISTING LAND USE Two-Unit Residential (Converted)	SURROUNDING LAND USES <u>North:</u> Single-Unit Detached Residential <u>East:</u> Multi-Unit Residential & Single-Unit Detached Residential <u>South:</u> I-24 <u>West:</u> Two-Unit Residential		ACCESS Donaldson Road
TRANSPORTATION Donaldson Road is a local road.	PROPOSED RESIDENTIAL DENSITY 3.8 du/ac (2 units)	ADJACENT RESIDENTIAL DENSITY 6 du/ac (north of site)	NATURAL RESOURCES N/A

ZONING

ZONING HISTORY	<ul style="list-style-type: none"> • There is R-2 zoned property abutting the site to the east. • Case 1993-0204 located at 3301 Navajo Dr & 400-406 Donaldson Rd (north of the site) was rezoned from R-1 to R-3 with conditions of “no additional units be built or placed upon the subject tract in excess of 18 units currently in existence on said property (Ordinance #566). • Case 2020-0126 located at 406 Broughton St (east of the site) was rezoned from O-1 Office District to R-1 Residential District (Ordinance #1138).
-----------------------	--

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 DISTRICT	PROPOSED R-2 DISTRICT
	Single-Unit Detached Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Two-Unit Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	DEVELOPMENT STANDARDS	CURRENT R-1 DISTRICT	PROPOSED R-2 DISTRICT
	Lot Size	10,000 sf	10,000 sf
	Lot Frontage	75'	75'
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' Rear: 25'
Building Height	2 ½ stories or 35'	2 ½ stories or 35'	

DISCUSSION OF STAFF RECOMMENDATION

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	COMPATIBILITY WITH ADJACENT LAND USES The proposed use of a two-unit dwelling is compatible with the adjacent residential uses in the area.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	COMPATIBILITY WITH DEVELOPMENT FORM There is already development of this type in the area.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments	CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT There are no concerns with nuisances. Approving the R-2 District at this location is an extension of an existing zone.

Re: Rezone - 416 Donaldson Rd

From Joshua Lindsay [REDACTED]
Date Tue 10/7/2025 8:29 AM
To Mike Howell <mhowell@eastridgetn.gov>

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.

Good morning Michael,

I want to move forward with the City Council for the review of the rezoning.

Best,

Joshua

On Tue, Oct 7, 2025 at 8:08 AM Mike Howell <mhowell@eastridgetn.gov> wrote:
Joshua,

Please send me an email stating that you want to move forward with the City Council for the review of the rezoning.



Michael Howell
City of East Ridge
Chief Building Official

Main 423-867-7711 **Email** mhowell@eastridgetn.gov

Desk 423-805-3189 **Website** www.eastridgetn.gov

Address 1517 Tombras Avenue, East Ridge, TN 37412

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City of East Ridge

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

Department of Building and Codes

DATE: September 19, 2025
TO: Planning Commission Members
FROM: Building and Codes Department
SUBJECT: Rezone

Applicant: Joshua Lindsay

Location: 416 Donaldson Road
Tax Map Number: 156E -L- 009

Consider the request of Joshua Lindsay to have the property located at 416 Donaldson Road rezoned from R-1 Residential District to R-2 Residential Duplex District.

This request is to bring a duplex into conformity.

No compatibility challenges were identified.

1. The site is surrounded by areas of low-intensity residential use and high-density residential use, and it is compatible with the adjacent residential developments. To the east, there is an R-2 zoned property that borders the site.
2. Prior to the adoption of the East Ridge Municipal Code, Ordinance 481, this structure was in compliance with zoning regulations, as the parcel was designated as Urban Residential (UR), which permitted the use of a duplex (Section 501.13).
3. There are no concerns regarding nuisances; approving the R-2 district would simply extend an existing zoning classification.

Section 5-V - DISTRICT URBAN RESIDENCE DISTRICT REGULATIONS

501. Use Regulations

501.1 Principal Uses Permitted

501.11 Farming, including all types of agriculture and horticulture except (a) commercial dairies, (b) commercial kennels, rabbit, fox, goat and other animal raising or feeding farms, (c) poultry farms, (d) commercial nurseries or greenhouses,

(e) farms operated by public or private agencies for the disposal of garbage.

501.12 Public parks and golf country clubs, and similar uses, but not including any sport, athletic, recreation or amusement enterprise operated as a business or for commercial purposes.

501.13 One and two family dwellings.

501.14 Churches, schools, museums, libraries, art galleries and other cultural institutions, but not including convents, orphan asylums, or public or private penal, correctional or welfare institutions.

501.15 Hospitals and clinics, except for the insane or contagious diseases.

*out by
Res. 123
made 6.6.18*

501.16 Railroad stations and railroad lines, not including switching or storage yards or repair shops.

501.17 Public signs, notices, and warnings wherever necessary.

501.2 Accessory Uses Permitted.

501.21 Buildings, structures, and uses customarily incident to any of the above uses, when located on the same lot or tract, and not involving the conduct of a business, subject to the regulations and restrictions of sections 12 and 13.

501.22 Home occupations, offices, and studios, when situated in the building used by the person engaged in the occupation as his or her private dwelling, provided no advertising sign, merchandise, products or equipment is displayed for advertising purposes.

501.3 Additional Uses Permitted, Upon Conditional Permit of the Board of Appeals, subject to the Principles and Limitations Prescribed by Section 1304.32.

501.31 Apartment houses and multiple dwelling groups (See Section 1304.3223).

501.32 Storage garage (See Section 1304.3225).

501.33 Public Utility buildings and structures (See Section 1304.3226).

501.34 Radio and Television Broadcasting Stations, Studios, Towers and Facilities.

501.35 Fire Halls, Sub Stations, Watertowers, Booster Pumping Stations and Telephone Exchanges.

502. Height Regulations

502.1 Building Height Limit

Except as provided in Sections 12 and 13, and in special conditional permits, no building shall exceed two and one-half stories or 35 feet in height.

ORDINANCE NO. 1237

AGENDA MEMORANDUM

REZONE

Date: October 23, 2025

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On October 6th, 2025, Nikolay Timoschchuk, Jr, with NPS Builds, LLC, petitioned the East Ridge Planning Commission to rezone the parcel located at 1438 N Smith Street (Tax map# 169K A 014) from RT-1 Residential Townhome District to R-1 Residential District.

The East Ridge Planning Commission approved the request to rezone the parcel.

ORDINANCE NO. 1237

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 1438 NORTH SMITH STREET, TAX MAP #169L-K-001.01 FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO R-1 RESIDENTIAL DISTRICT

WHEREAS, Nikolay Timoschuk, Jr with NPS Builds petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 1438 North Smith Street, Tax Map #169L-K-001.01 from RT-1 Residential Townhome District to R-1 Residential District. The property is more particularly described as follows:

Lot 19, Corrective Plat of the Resubdivision of Lots 19, 20, and 21, Maypo Addition, Plat Book 42, Page 3, ROHC, being the property described as Tract 2 in Deed Book 13217, Page 83, ROHC. Tax Map 169L-K-001.01

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on October 6, 2025, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on October 6, 2025; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on November 13, 2025 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1438 North Smith Street, Tax Map #169L-K-001.01 from RT-1 Residential Townhome District to R-1 Residential District, for uses consistent with such zoning.

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

Approved on First Reading _____, 2025

Approved on Second Reading _____, 2025

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



CASE NUMBER: 2025-0146		Date Submitted: 08/13/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: RT-1		Rezoned To: R-1	
Total acres in request area: 0.24			
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
N/A			
4 Property Information			
Property Address: 1438 N Smith Rd		Property Tax Map Number: 169L-K-001.01	
5 Proposed Development			
Reason for request/Project description:		To build a single family home	
6 Site Characteristics			
Current Use:		Vacant	
Adjacent Uses:		Residential and Commercial	
7 Applicant Information			
Name: Nikolay Timoshchuk Jr. with NPS Builds			
Address (street, city, state, zip): 6118 Airways Blvd, Chattanooga, TN 37421			
Phone: 423-827-5695		Email: nikolay@npsbuilds.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input checked="" type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name:			
Address (street, city, state, zip):			
Phone:		Email:	
9 Applicant Signature and Consent			
<p>By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.</p>			
Signature: <u>See Submitted Application</u>		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds
<input checked="" type="checkbox"/>	Application Fee: \$150	<input type="checkbox"/>	Cash
<input checked="" type="checkbox"/>	Notice signs	<input checked="" type="checkbox"/>	Credit
			Check
		Number of notice signs: 1	
Municipality: East Ridge		Planning District: 6	
County Commission District: 8		Neighborhood: None	
City Council District: 0		Application processed by: Jennifer Ware	
PC meeting date: East Ridge			
<u>Staff Recommendation:</u>		<u>PC Action/Date:</u>	
		<u>Legislative Action/Date/Ordinance:</u>	

Application Narrative - 1438 N Smith St Chattanooga TN 37412

To whom it may concern,

I am writing my request to rezone 1438 N Smith St Chattanooga TN 37412 from RT-1 to R-1. I am wanting to build a single family home instead of townhouses. The previous owner had the intention of building townhouses, but I just want to build a 3 bedroom 2 bathroom house.

The land was zoned R-1 before it was rezoned to RT-1. Please consider down zoning back to the original R-1 zoning.

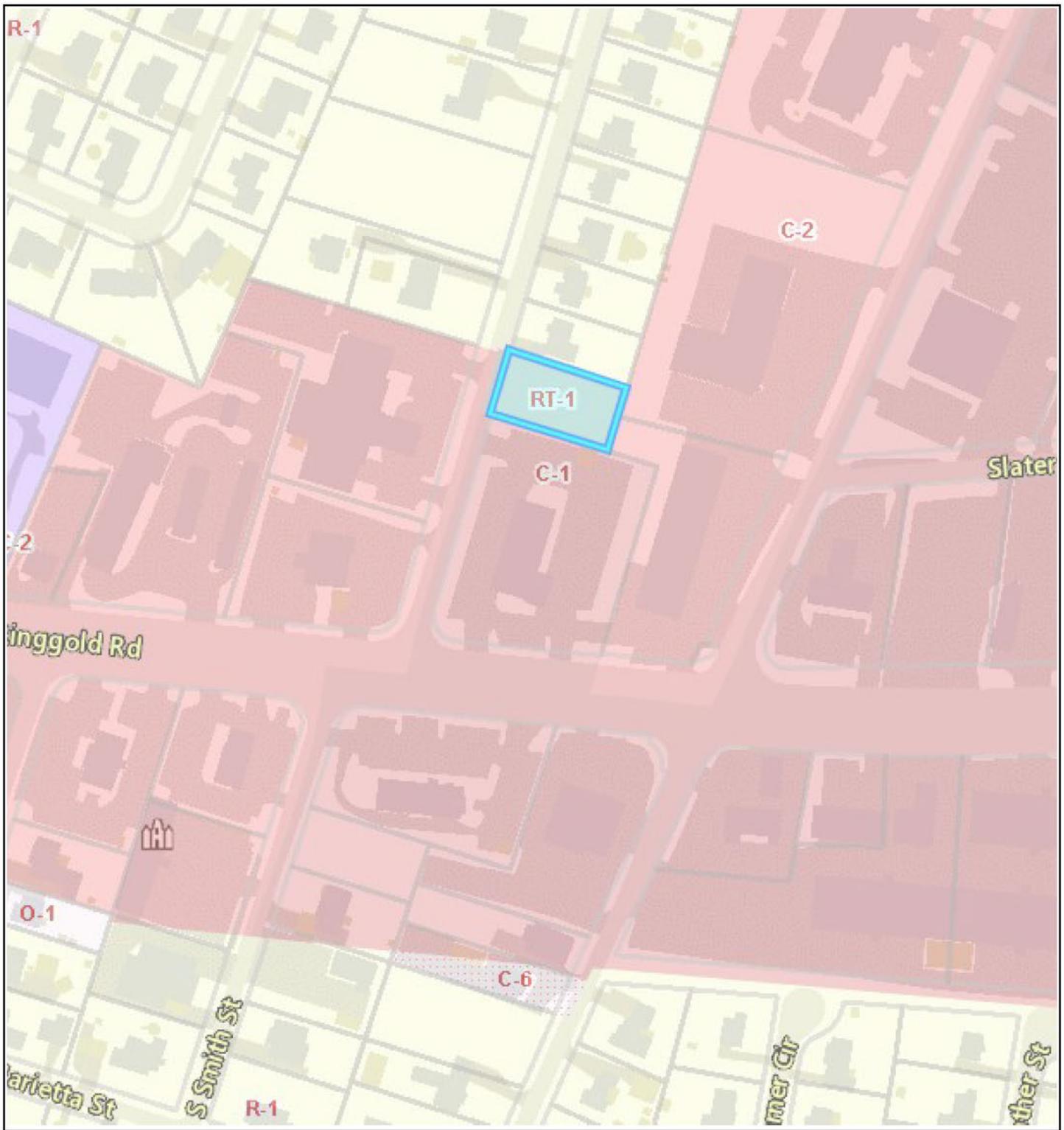
Let me know if you have any questions or concerns.

Thank you for your time.

NPS Builds LLC
Nikolay Timoshchuk Jr



2025-0146 Rezoning from RT-1 to R-1



2025-0146 Rezoning from RT-1 to R-1



ORDINANCE NO. 1194

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 1438 NORTH SMITH STREET, TAX MAP #169L-K-001.01 FROM R-1 RESIDENTIAL DISTRICT AND C-1 COMMERCIAL TOURISM DISTRICT TO RT-1 RESIDENTIAL TOWNHOME DISTRICT

WHEREAS, N & R Properties petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 1438 North Smith Street, Tax Map #169L-K-001.01 from R-1 Residential District and C-1 Commercial Tourism District to RT-1 Residential Townhome District. The property is more particularly described as follows:

Lot 19, Corrective Plat of the Resubdivision of Lots 19, 20, and 21, Maypo Addition, Plat Book 42, Page 3, ROHC, being the property described as Tract 2 in Deed Book 13217, Page 83, ROHC. Tax Map 169L-K-001.01

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on July 10, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on June 10, 2023 with conditions; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on August 10, 2023 at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1438 North Smith Street, Tax Map #169L-K-001.01 from R-1 Residential District and C-1 Commercial

Tourism District to RT-1 Residential Townhome District, for uses consistent with such zoning.

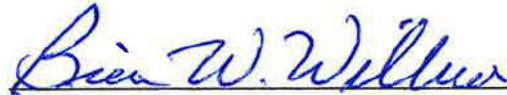
Section 2. That approval of this ordinance will be subject to the following conditions:

- A. The number of townhomes to be constructed will be limited to three units.
- B. No parking allowed off North Smith Street.

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

Approved on First Reading August 10, 2023

Approved on Second Reading August 24, 2023



Brian W. Williams, Mayor

ATTEST:



J. Scott Miller, City Manager

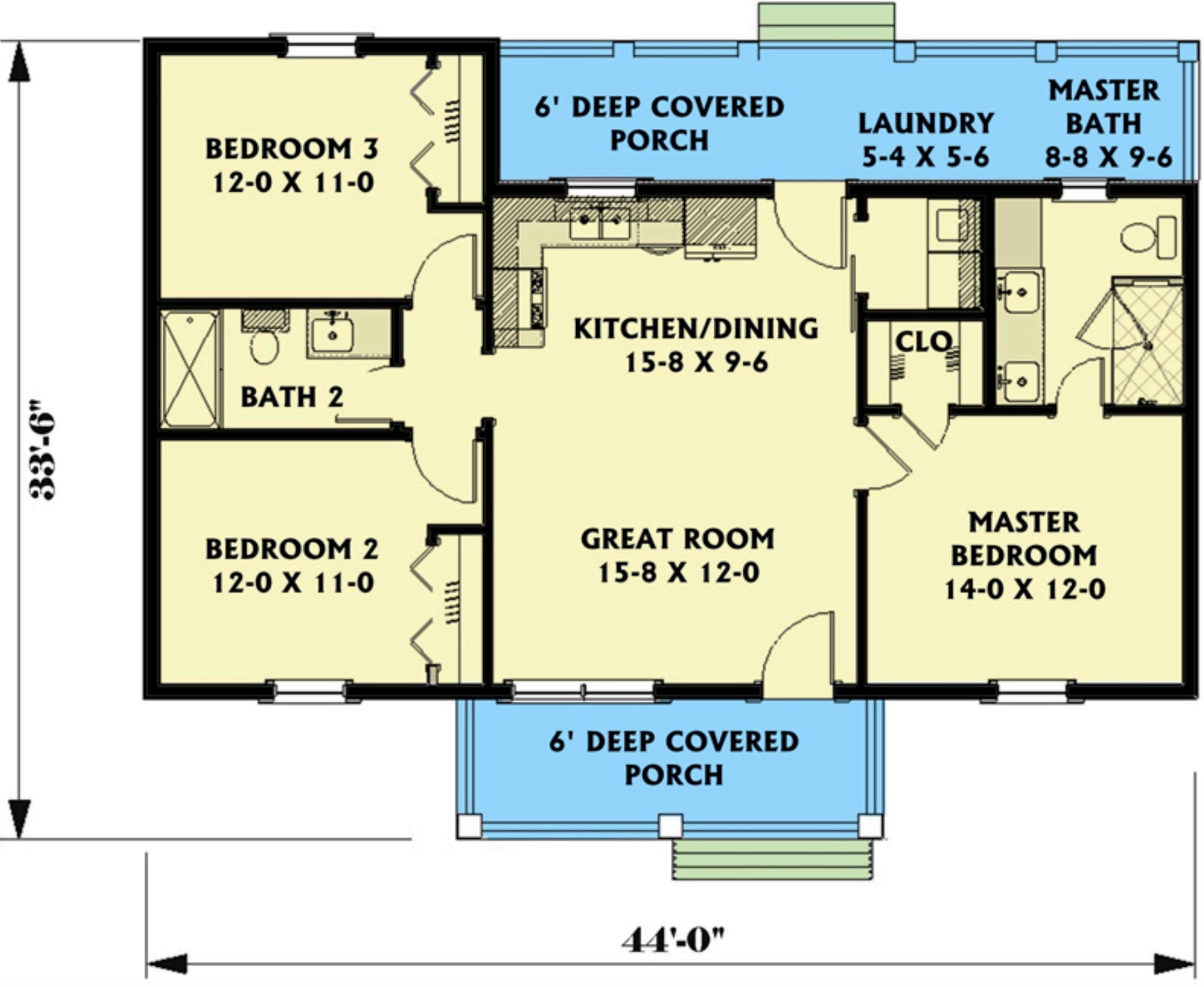
APPROVED AS TO FORM:



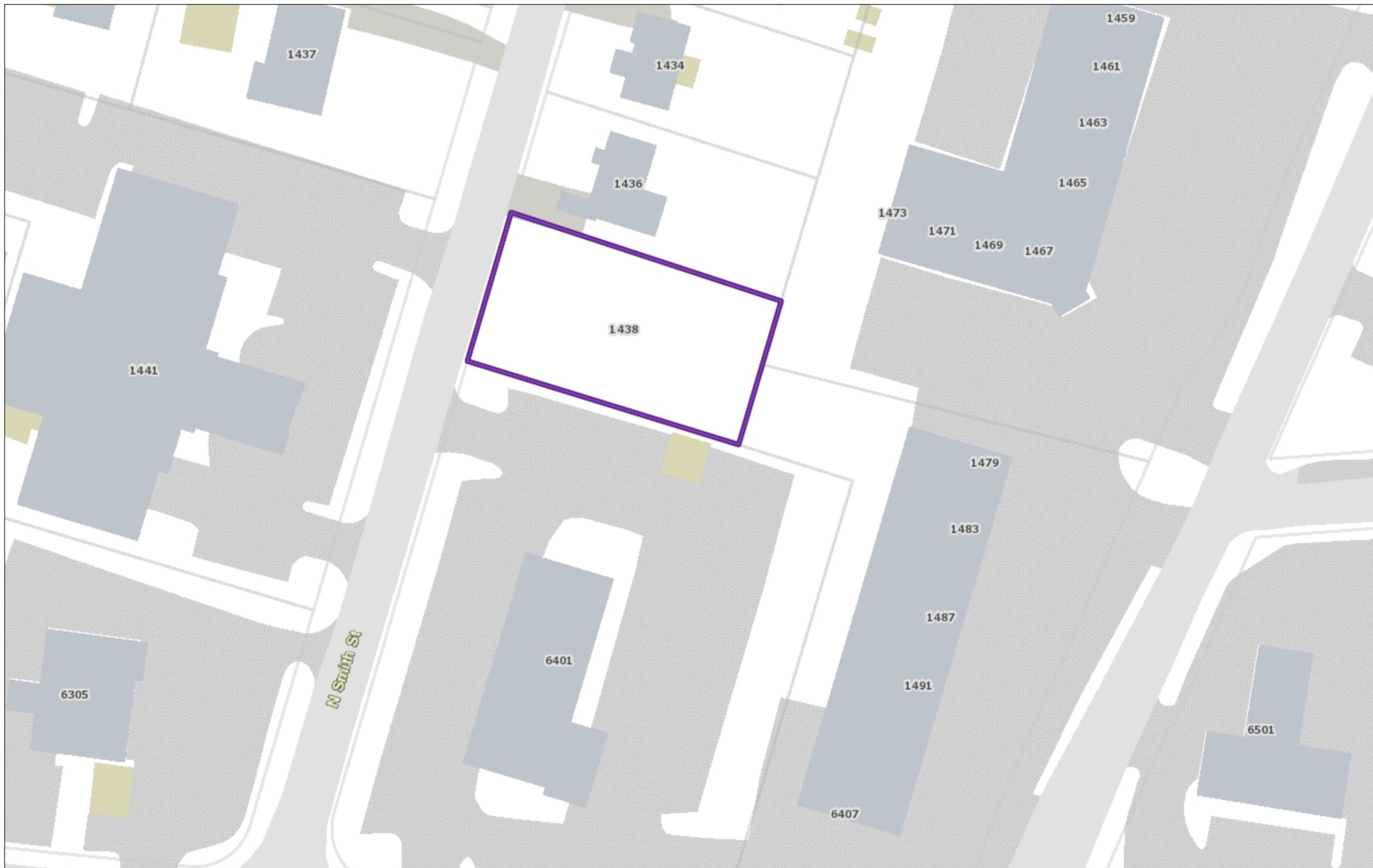
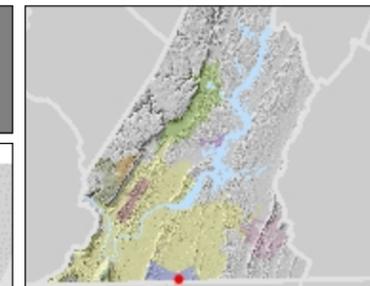
Mark W. Litchford, City Attorney







GISMO 5



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

0 50.00 100.0 Feet

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
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Chattanooga-Hamilton County Regional Planning Agency

PLANNING COMMISSION STAFF REPORT

CASE NUMBER: 2025-0146	APPLICANT: Nikolay Timoshchuk Jr, NPS Builds	PROPERTY OWNER: Nikolay Timoshchuk Jr, NPS Builds
PROPERTY ADDRESS: 1438 N Smith Road	TAX MAP PARCEL ID: 169L-K-001.01	JURISDICTION: East Ridge
SIZE OF PROPERTY: 0.24 acres	REQUEST: Rezone from RT-1 Residential Townhouse District to R-1 Residential District to construct a single-family dwelling.	

PROPERTY DESCRIPTION

EXISTING LAND USE Vacant	SURROUNDING LAND USES <u>North:</u> Single-Family Detached Residential <u>South:</u> Commercial <u>East:</u> Commercial <u>West:</u> Lodging	ACCESS N Smith Road
PROPOSED RESIDENTIAL DENSITY 4 du/ac (1 unit)	ADJACENT RESIDENTIAL DENSITY 4.5 du/ac	NATURAL RESOURCES A portion of the site is in the 500-year floodplain.

ZONING

ZONING HISTORY	<ul style="list-style-type: none"> Case 2023-0099 rezoned the site from R-1 and C-1 to RT-1 for a townhouse development (Ordinance #1194) subject to the following conditions: <ol style="list-style-type: none"> The number of townhomes to be constructed will be limited to 3 units. No parking allowed off N Smith Street.
-----------------------	--

ZONE DISTRICT COMPATIBILITY	USE	CURRENT RT-1 DISTRICT	PROPOSED R-1 DISTRICT
	Single-Unit Detached Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Townhouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	DEVELOPMENT STANDARDS	CURRENT RT-1 DISTRICT	PROPOSED R-1 DISTRICT
	Lot Size	1,350 sf	10,000 sf
	Lot Frontage	18'	75'
Setbacks	Front: 25' from street Side: 25' from any boundary except when abutting RZ-1, R-3, R-5 or commercial zone then no side setback Rear: 25'	Front: 25' Side: 10' Rear: 25'	
Building Height	2 ½ stories or 35'	2 ½ stories or 35'	

DISCUSSION OF STAFF RECOMMENDATION

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	COMPATIBILITY WITH ADJACENT LAND USES The site is surrounded by single-unit residential dwellings and commercial uses..
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	COMPATABILITY WITH DEVELOPMENT FORM The surrounding development form includes small, suburban lots with one to two-story dwellings onsite parking and moderate intensity commercial uses with associated parking along Ringgold Road.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments	CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT There are no concerns with nuisances. Approving the R-1 District at this location is an extension of an existing zone.

Re: Rezone - 1438 N Smith Street

From Nikolay Timoshchuk Jr <nikolay@npsbuilds.com>
Date Mon 10/6/2025 6:00 PM
To Mike Howell <mhowell@eastridgetn.gov>

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.

Mr. Michael,

I would like to move forward with the city council for the review of the rezoning. Please let me know if there's anything else I need to do on my end.

Also, do I need to come to the city council meeting? Or is that just them?

Thank you!!

Best regards,

Nikolay Timoshchuk Jr

NPS Builds LLC
6118 Airways Blvd
Chattanooga, TN 37421
Cell: 423-827-5695
Email: nikolay@npsbuilds.com

On Mon, Oct 6, 2025 at 5:54 PM Mike Howell <mhowell@eastridgetn.gov> wrote:
Nikolay,

Please send me an email stating that you want to move forward with the City Council for the review of the rezoning.



Michael Howell
City of East Ridge
Chief Building Official

Main 423-867-7711 **Email** mhowell@eastridgetn.gov
Desk 423-805-3189 **Website** www.eastridgetn.gov

Address 1517 Tombras Avenue, East Ridge, TN 37412



City of East Ridge

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

Department of Building and Codes

DATE: September 19, 2025
TO: Planning Commission Members
FROM: Building and Codes Department
SUBJECT: Rezone

Applicant: Nikolay Timoshchuk

Location: 1438 N Smith
Tax Map Number: 169L K 001.01

Consider the request of Nikolay Timoschuck to have the property located at 1438 N Smith rezoned from RT-1 Residential District to R-1 Residential Single-Family District.

This request is to rezone to construct a single-family dwelling on the lot.

No compatibility challenges identified.

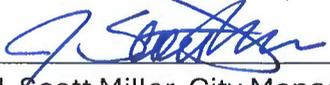
1. The site is bordered by low-intensity residential areas and commercial properties to the south.
2. The parcel was recently rezoned from R-1 to RT-1 to allow for the construction of three townhomes with off-street parking, which serves as a more effective use of transitional zoning. There are no concerns regarding nuisances, and approving an R-1 district would simply extend an existing zone.
3. The request to rezone 1438 N Smith Street from RT-1 to R-1 aims to revert the zoning back to R-1 in order to construct a single-family dwelling. In 2023, the City Council approved the rezoning of this parcel to RT-1 to allow for the construction of three townhomes. While this represents a reasonable use of transitional zoning from C-2 to RT-1, RPA identified the lot as compatible with the adjacent land use to the north, which is designated as R-1, and aligned with the appropriate development form.

RESOLUTION NO. 3750

AGENDA MEMORANDUM
COMMUNITY CENTER EXPANSION
CHANGE ORDERS

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

At the last regular business meeting of October 9, 2025 the City Council approved a change order for Pillar Construction on the Community Center Expansion project in the amount of \$176,473; specifically, for structural reinforcement to be added to the roof systems (old and new) over the gymnasium. HK Architects were present at this meeting to provide the elected body a briefing on the reason for the change order, as well as the reasons for the following change orders for the same building project:

• CO No.001 – Demo existing basketball goals	\$1,568.00
• CO No. 003a - Fascia, Trim, Spray Foam, and Thermostats	\$19,420.00
• CO No. 003b – Entire Perimeter – Foam, install new gutters and downspouts	\$49,227.00
• CO No. 004 – New Basketball Goals	\$5,851.00
• CO No. 005 – Gymnasium Floor – machine grind	\$9,503.00
TOTAL	\$85,641.00

Copies of the five (5) change orders are attached hereto for your information. Each of the CO's provides a proposal description by the contractor. Funds for these change orders are available in the Capital Improvement Fund Fund Balance.

Attachments

JSM/

RESOLUTION NO. 3750

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROVE
FIVE CHANGE ORDER REQUESTS IN AN AMOUNT
NOT TO EXCEED \$85,641 FOR THE COMMUNITY
CENTER RENOVATION AND EXPANSION PROJECT**

WHEREAS, on March 27, 2025, the East Ridge City Council awarded the bid for the Community Center Renovation and Expansion Project to Pillar Construction; and

WHEREAS, Pillar Construction is requesting five (5) Change Orders to the original agreement to include:

1. The demolition of existing basketball goals
2. New fascia, trim, and solid soffit for existing high bay PEMB eaves; spay foam barrier behind all new and existing building high bay fascia; and two (2) new humidity controlling thermostats
3. Perimeter spray foam and installation of new gutters and downspouts
4. Installation of new basketball goals
5. Remediation of the elevation difference in the existing gym floor; and

WHEREAS, the total cost of the five (5) Change Orders is Eighty-five Thousand Six Hundred Forty-one Dollars (\$85,641); and

WHEREAS, the City Council deems the completion of the project, including the additional funds for the Change Orders, to be in the best interest of the citizens of East Ridge.

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 the five (5) Change Orders with Pillar Construction for the Community Center Renovation and Expansion Project in an amount not to exceed Eighty-five Thousand Six Hundred Forty-one Dollars (\$85,641).

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

Community Center Expansion - Change Orders

<u>CO No.</u>	<u>Description</u>	<u>Amount</u>	<u>Status</u>
No. 001	Demo Existing Basketball Goals	\$1,568.00	
No.002b	PVC Membrane Roof System/Color/Mold Remediation	\$176,473.00	Approved
No. 003a	Facia, Trim, Spray Foam, and thermostats	\$19,420.00	
No. 003b	Entire Perimeter-Foam, install new gutters and downspouts	\$49,227.00	
No. 004	New Basketball Goals	\$5,851.00	
No. 005	Gymnasium Floor - machine grind	\$9,503.00	

TOTAL \$262,042.00



CHANGE ORDER REQUEST

COR Number: 003b

Date: 10/1/2025

Project: East Ridge Community Center
 Owner: City of East Ridge

Proposal Description: Includes the following (also see attached markups for reference)
 - 2" Spray foam barrier behind fascia at low roof rakes only
 - New Fascia, Trim, Solid Soffit, and Gutters at entire low roof perimeter
 - Includes contingency for 242 additional linear feet of 2" spray foam at low roof eaves if needed.

Description	Qty.	Unit Cost	Material	Unit Cost	Labor	Unit Cost	Sub	Total
S&H (Low Roof Work)								
Entire Perimeter + Spray Foam @ Rakes Only	1 LS		\$0.00		\$0.00	\$21,150.00	\$21,150.00	\$21,150.00
Demo & Install New Gutters and Downspouts	1 LS		\$0.00		\$0.00	\$19,750.00	\$19,750.00	\$19,750.00
Spray Foam Contingency	242 LF		\$0.00		\$0.00	\$13.00	\$3,146.00	\$3,146.00
SUBTOTAL "A"			\$0.00		\$0.00		\$44,046.00	\$44,046.00
Sales Tax (9.25%)			\$0.00					\$0.00
Labor Burden (41%)					\$0.00			\$0.00
Subcontractor Default Insurance (1.3%)							\$573.00	\$573.00
Warranty/Quality Control (0.2%)								\$90.00
Gross Receipts/Franchise Tax (0.3%)								\$135.00
General Liability & Builder's Risk Ins. (1.1%)								\$494.00
SUBTOTAL "B"								\$45,338.00
Fee (7.5%)								\$3,401.00
Payment & Performance Bonds (1.0%)								\$488.00
TOTAL								\$49,227.00

Owner Approval:

 Approved By: _____ Date: _____

RESOLUTION NO. 3751

AGENDA MEMORANDUM
VENUE 1921 AT EAST RIDGE
CHANGE ORDER

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Pillar Construction is requesting added weather days to their contract with the City on the construction of the Venue 1921 at East Ridge building totaling 33 days; however, there is no money attached to the extension. These weather days are allowable per the contract between the City of East Ridge and Pillar Construction and are standard practices in the construction industry. Claimable weather days include days that the contractor cannot work on site due to rainy and muddy/wet conditions.

The original substantial completion date for this building project was October 27, 2025. Adding the 33 weather days would now move the substantial completion date to November 29, 2025.

Attached hereto please find change order no. 027 which incorporates the additional claimable weather days into the contract. Along with the change order is a copy of the weather day summary from November 2024 to October 2025 listing the days allowed, days impacted, and the claimable days totaling 33.

Attachments

JSM/

RESOLUTION NO. 3751

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING AN EXTENSION OF THIRTY-THREE
(33) ADDITIONAL WEATHER DAYS TO THE
CONTRACT WITH PILLAR CONSTRUCTION FOR
THE VENUE 1921 AT EAST RIDGE PROJECT, WITH
NO ADDITIONAL COST TO THE CITY**

WHEREAS, the City of East Ridge entered into a contract with Pillar Construction for the construction of Venue 1921 at East Ridge; and

WHEREAS, under the terms of the contract, the contractor is entitled to claim additional days for delays caused by adverse weather conditions that prevent on-site work; and

WHEREAS, Pillar Construction has submitted a request for an extension totaling thirty-three (33) weather days, supported by documentation of claimable weather delays between November 2024 and October 2025; and

WHEREAS, the City's project management team and administration have reviewed and verified the claimable weather days as allowable per contract specifications and standard construction practices; and

WHEREAS, approval of this extension will adjust the substantial completion date for the Venue 1921 at East Ridge project from October 27, 2025, to November 29, 2025, with no additional cost to the City.

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

SECTION 1. The City Council hereby approves a Change Order granting an additional thirty-three (33) weather days to Pillar Construction for the Venue 1921 at East Ridge project at no additional cost to the City.

SECTION 2. The City Council shall revise the substantial completion date to November 29, 2025.

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

ERTC Weather Day Summary

Date	Days Allowed	Days Impacted	Claimable Days
Nov-24	6	7	1 ✓
Dec-24	11	15	4 ✓
Jan-25	12	13	1 ✓
Feb-25	11	7	0 ✓
Mar-25	8	5	0 ✓
Apr-25	7	10	3 ✓
May-25	7	26	19 ✓
Jun-25	6	9	3 ✓
Jul-25	7	4	0 ✓
Aug-25	5	9	0 ✓
Sep-25	4	6	2 ✓
Oct-25	5	tbd	tbd

Total YTD

111

33 ✓

RESOLUTION NO. 3752

AGENDA MEMORANDUM
STORMWATER MASTER PLAN (SWMP)

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Jeff Sikes, ASA Engineering, and I have had several conversations over the past couple of weeks on the descriptive scope of work that would be incorporated in the Request for Qualifications (RFQ's) for the solicitation of qualified engineering and consulting firms to develop a comprehensive stormwater management plan for the City of East Ridge. I initially utilized the outline of an RFQ I received from the MTAS-Public Works Consultant; however, based on Mr. Sikes and my conversations we have decided to proceed with a different approach. Simply stated, split the tasks between ASA Engineering and a qualified engineering and consulting firm.

The cost of a full-fledged, comprehensive stormwater master plan completed by an outside engineering firm selected through the RFQ process would be extremely expensive. Whoever firm is ultimately selected would need to educate themselves with the historical and geographical data of the present drainage systems and concerns/challenges associated with the drainage/flooding issues in the city; thus, there would be a cost related to these tasks.

The proposal being presented to the City Council at this time is as follows:

- Contract the services of ASA Engineering, since they possess the historical and geographic data of the City's drainage system and the issues/challenges thereto, and have them prepare the stormwater asset inventory, prepare an assessment ranking of the assets, develop an ERU (equivalent residential unit) database, and draft a stormwater master plan.
- Once a draft stormwater master plan is completed contract an engineering firm to cover the tasks as outlined in the proposed RFQ attached hereto; ie. city-wide drainage study and stormwater asset management assessment, project identification and prioritization, funding mechanism development, and assist the City in finalizing a comprehensive stormwater master plan.

An approved and adopted stormwater master plan (SWMP) will provide the city the eligibility status that is required to be able to submit for grants under the State and Federal government for drainage system improvements/enhancements. The funding of a stormwater/drainage program can be assessed and decided upon at a later date.

Attached hereto please find a proposal for professional services dated October 16, 2025 from ASA Engineering for performing and completing work as outlined in the document.

Attachments – ASA Engineering Proposal
Draft RFQ for Stormwater Master Plan

JSM/

RESOLUTION NO. 3752

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONTRACT WITH ASA ENGINEERING FOR PROFESSIONAL
SERVICES RELATED TO THE DEVELOPMENT OF A
COMPREHENSIVE STORMWATER MANAGEMENT PLAN
AND TO PROCEED WITH ISSUING A REQUEST FOR
QUALIFICATIONS TO SOLICIT PROFESSIONAL SERVICES
TO COMPLETE THE FINAL COMPONENTS OF THE PLAN**

WHEREAS, the City of East Ridge recognizes the need for a comprehensive stormwater management plan to identify and address drainage and flooding concerns within the city; and

WHEREAS, City staff, in consultation with ASA Engineering, have developed an approach that separates the scope of work between ASA Engineering and a qualified engineering and consulting firm to ensure efficiency and cost-effectiveness; and

WHEREAS, ASA Engineering possesses the historical and geographic data of the City's drainage systems and related issues, and is uniquely qualified to complete the initial tasks necessary to develop a draft stormwater master plan; and

WHEREAS, the proposed scope of work for ASA Engineering includes preparing a stormwater asset inventory, conducting an asset assessment ranking, developing an equivalent residential unit (ERU) database, and drafting a stormwater master plan; and

WHEREAS, upon completion of the draft plan, the City will issue a Request for Qualifications (RFQ) for the selection of an engineering and consulting firm to perform the remaining tasks, including a city-wide drainage study and stormwater asset management assessment, project identification and prioritization, development of funding mechanisms, and assistance in finalizing a comprehensive stormwater master plan; and

WHEREAS, ASA Engineering has submitted a proposal for professional services dated October 16, 2025, outlining the scope of work and associated costs for the initial phase of this project.

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

SECTION 1. The City Council hereby authorizes the City Manager to enter into a contract with ASA Engineering to perform the professional services outlined in their proposal dated October 16, 2025, related to the preparation and development of a draft Stormwater Master Plan.

SECTION 2. The City Council further authorizes the City Manager and staff to proceed with the preparation and issuance of a Request for Qualifications (RFQ) for the selection of a qualified engineering and consulting firm to complete the remaining components of the comprehensive Stormwater Management Plan.

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

October 20, 2025

Via Email: jscottmiller@eastridgetn.gov

Mr. Scott Miller
City Manager
City of East Ridge
1517 Tombras Avenue
East Ridge, Tennessee 37412

**RE: Proposal for Professional Services
City of East Ridge Stormwater Asset Management Plan**

Dear Mr. Miller,

Asa Engineering & Consulting, Inc. [Asa] is pleased to provide you with this professional services proposal for the above referenced project. The following outlines our project understanding, scope-of-services understanding, fee proposal, proposed schedule, and establishes a contractual agreement for the authorized work. Also attached and incorporated as a part of this proposal is Asa's Single Project Agreement and 2025 Schedule of Fees.

PROJECT UNDERSTANDING

Asa understands that the City of East Ridge [Client] is seeking a professional service firm to: (a) identify, evaluate, and catalog all stormwater assets within the City and develop a City-wide stormwater map; (b) develop a draft Stormwater Management Plan [SWMP]; (c) develop an Equivalent Residential Unit [ERU] database for impervious surface areas of all properties within the City; and (d) identify, catalog, and assist the City in removing any obstructions within the Spring Creek and West Chickamauga Creek waterways located within the City. The following scope of services is anticipated to complete this effort.

SCOPE-OF-SERVICES UNDERSTANDING

A. Storm Drainage Assets and System Map

Asa will provide the following tasks for this scope of work:

1. Asset Inventory
 - a) Identify, map, and catalog all stormwater assets including, but not limited to: storm drains, inlets, ditches, swales, concrete flumes, culverts, detention and retention basins, and outfalls.
 - b) Conduct field surveys of inventory using handheld GPS equipment to map locations of inlets, manholes, pipes, culverts, outfalls and detention basins, and channels or streams.

2. Field Verification and Assessment
 - a) Record material types, dimensions, condition assessments, and flow directions where feasible and document within spreadsheet database.
 - b) Provide physical condition assessment ranking of each asset with description. E.G. Excellent, Good, Fair, Poor, Failing for program development use.

3. AutoCAD Integration

- a) Develop a map reference using AutoCAD software on a known coordinate system to include:
 - i. Available LiDAR contours
 - ii. Property boundaries, buildings, and roadways that are available through County GIS data
 - iii. Locations of existing storm sewer infrastructure determined in field investigation and associated spreadsheet database of recognized assets.

4. Deliverables

- a) PDF maps for field and planning use
- b) AutoCAD .dwg file for use in GIS integration as desired.
- c) Spreadsheet database of assets for use in GIS integration as desired.

B. Stormwater Management Plan (SWMP) Document

Asa will provide the following tasks for this scope of work:

- 1. Work with the City Manager and City Codes Department and develop a written SWMP that will be used to address all six (6) measures of the NPDES Phase II permit requirements (public education and outreach on stormwater impacts; illicit discharge detection and elimination; construction site stormwater runoff control; permanent stormwater management program; and pollution prevention/good housekeeping).

C. ERU Database

Asa will provide the following tasks for this scope of work:

- 1. Using existing GIS map tiles from the Hamilton County GIS Department and AutoCAD software, measure and calculate the impervious surface areas (roofs, parking lots, driveways, sidewalks, etc.) on all properties (approximately 8,000) within the City of East Ridge.
- 2. Develop a database of residential and non-residential properties with property details (street address, area of roofs, driveways, parking lots, sidewalks, property zoning, etc.) and calculate the average impervious surface area (ERU) for all residential properties.

D. Identify Obstructions in Spreng Creek & West Chickamauga Creek Waterways

Asa will provide the following tasks for this scope of work:

- 1. Perform a field investigation of the Spring Creek and West Chickamauga Creek waterways within the City of East Ridge and identify any obstructions (felled trees, beaver dams, etc.) within the waterways by GPS coordinates, written descriptions, and photos of the obstructions.
- 2. Assist the City in identifying contractors to remove the obstruction and develop advertising and bid documents for the removal of the obstructions or assist City forces if the work is to be performed in-house.

3. Obtain any permits that may be required by local, state or federal government agencies.

FEE PROPOSAL

Asa proposes the estimated fee terms as described below.

<u>Description</u>	<u>Fee</u>	<u>Fee Basis</u>
A. Storm Drainage Assessment and System Maps	\$ 130,200.00	Hourly, Not to Exceed
B. Stormwater Management Plan	\$ 7,500.00	Hourly, Not to Exceed
C. ERU Database	\$ 38,400.00	Hourly, Not to Exceed
D. Waterway Obstructions ID & Bid Assistance	\$ 5,500.00	Hourly, Not to Exceed
E. *Land Survey Contingency for Ringgold Road Assets	\$ 20,000.00	Hourly, Not to Exceed

TOTAL \$ 201,600.00

*Land survey of assets where pipe flowline elevations are needed. Until assets are cataloged and reviewed by engineer we won't know how much survey work will be necessary.

PROPOSED SCHEDULE

Asa will coordinate with Client to establish a project schedule reasonable for both parties. The time frame to complete the project is estimated, depending on weather conditions and access to field sites.

A. Storm Sewer System Map for City of East Ridge	4-6 months
B. Stormwater Management Plan	2 months
C. ERU Database	6 months
D. Waterway Obstructions	2 months

ASSUMPTIONS & CONDITIONS

- The fee estimates and schedules provided are valid for 60 days from the date of this submission.
- It is understood that field topographic survey of storm sewer infrastructure may be needed for specific systems where easements or special assessments are required.
- This proposal does not include stream determinations for jurisdictional purposes.
- Implementation of a GIS database system is not included with this scope of work, however an excel spreadsheet database and AutoCAD .dwg files will be developed for integration with GIS software as desired.
- Any services not specifically identified in the scope of services detailed herein are not included in this proposal.

CONTRACTUAL AGREEMENTS

Our Single Project Agreement is attached and is incorporated as part of this proposal. Please indicate your acceptance by executing the Agreement and returning it to Rachel Tranel at rtranel@asaengineeringinc.com. Unless otherwise requested, Asa will return an electronic copy of the fully executed agreement to the Client.

Asa Engineering & Consulting, Inc. appreciates the opportunity to provide professional services on this important project. If you have questions, or need additional information, please contact us at 423.805.3700.

Sincerely,

ASA ENGINEERING & CONSULTING, INC.

A handwritten signature in blue ink that reads "Rachel A. Tranel". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

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



Single Project Agreement - General Terms and Conditions

This Agreement [AGREEMENT] is made by and between Asa Engineering and Consulting, Inc. [CONSULTANT] and the undersigned [CLIENT]. The parties agree as follows:

1. SCOPE OF WORK; RELIANCE UPON DOCUMENTS

CONSULTANT shall perform such services as are described in this Agreement and any attachments hereto [THE WORK]. Unless agreed otherwise in writing between both parties, CONSULTANT may rely upon the accuracy of surveys, plans, and studies prepared by third parties and furnished by CLIENT, or third parties, to CONSULTANT, including the accuracy of the technical data, nontechnical data, interpretations or opinions contained therein.

2. FEES; INVOICES

The CLIENT shall pay CONSULTANT for the Work performed under this Agreement a sum to be calculated as described herein, on attachments to this Agreement or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on CONSULTANT's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. CONSULTANT will submit invoices to CLIENT no more than monthly and a final bill upon completion of the Work. Such invoices will show the appropriate line item charges. A more detailed separation of charges and back-up data will be provided at CLIENT's request. Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. CLIENT shall pay a late penalty of one and one-half percent (1 1/2 %) per month (18% annually), on past due accounts.

If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than three months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, terminate this Agreement, and the CLIENT shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

3. ACCESS TO THE SITE

The CLIENT will provide for right of entry of CONSULTANT personnel and all necessary equipment in order to complete the Work. CLIENT represents and warrants that it has the authority to authorize CONSULTANT to perform the work.

While CONSULTANT will take all reasonable precautions to minimize any damage to CLIENT's property, it is understood by the CLIENT that in the normal course of Work some damage may occur, the correction of which shall not be CONSULTANT's responsibility.

4. CLIENT'S RESPONSIBILITIES

The CLIENT shall designate a person to act with authority on his behalf in respect to all aspects of the Project, shall examine and respond promptly to CONSULTANT's submissions, and shall give prompt written notice to the CONSULTANT whenever he observes or otherwise becomes aware of any defect in or problem with the Project.

The CLIENT shall also provide to the CONSULTANT all criteria and full information as to his requirements for the Project, and shall:

- Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private properties as necessary to accomplish the work;
- Provide the CONSULTANT such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the Project;
- Unless otherwise specified in the AGREEMENT, provide the CONSULTANT approvals and permits from all governmental authorities and/or agencies having jurisdiction over the Project;
- Provide the CONSULTANT with escorts and means of access to all areas of the Project; this being necessary for the orderly progress of the work, the CONSULTANT shall be entitled to rely upon the efficiency and completeness thereof; and
- Compensate the CONSULTANT for services rendered under this Agreement and pay all costs incidental to CLIENT furnished items.

5. UTILITIES

In the execution of its Work, CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The CLIENT agrees to hold CONSULTANT harmless for any damages to subterranean structures or utilities which are not called to CONSULTANT's attention and correctly shown on the plans, or other documents, furnished by the CLIENT.

6. EXISTING AND/OR HIDDEN CONDITIONS:

A condition is hidden if it is concealed by existing finishes or features or if it cannot be investigated by reasonable visual observation. If the CONSULTANT has reason to believe that such a condition may exist, the CONSULTANT will notify the CLIENT who then shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) the CONSULTANT has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and the CONSULTANT shall not be responsible for the existing condition nor any resulting damages to persons or property. Further, the CONSULTANT will not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot reasonably ascertain.

7. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, survey data, estimates and other documents prepared by CONSULTANT, as instruments of service for this project, shall remain the property of CONSULTANT. CLIENT agrees that all reports and other work furnished to the CLIENT or its agents, which are not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.

CLIENT (initials) _____

All documents are for the exclusive use and benefit of the CLIENT only. Others who use the documents do so at their own peril. CONSULTANT consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project underlying the Work (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the CLIENT. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom CLIENT furnishes such information and reports. No one other than the CLIENT is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

Information contained in signed or sealed drawings should be deemed to be superior to electronic information.

8. WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

9. SUSPENSION OF SERVICES/TERMINATION

If the Client fails to make payments to the Consultant in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven (7) days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Consultant shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

10. PROFESSIONAL RESPONSIBILITY

CONSULTANT represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the CLIENT, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by CONSULTANT and that the data interpretations and recommendations of CONSULTANT's personnel are based solely on the information available to them. CONSULTANT will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

11. LIMITATION OF LIABILITY

A. In no event shall CONSULTANT be liable for property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to site conditions or substance whose presence poses an actual or potential threat to human health; provided, however, it is determined that CONSULTANT was not responsible for the site conditions or substance whose presence resulted in the threat to human health.

12. REIMBURSABLE EXPENSES

Reimbursable expenses include actual expenditures made by the CONSULTANT, his employees, or his SUB-CONSULTANTS on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to, the following: (a) expenses of transportation and living when traveling in connection with the Project; long distance calls; overnight mail; telecopies; (b) expenses of printing, reproduction, postage and handling of drawings and specifications, including duplicate sets at the completion of each phase of the Project for the CLIENT's review and approval. These reimbursable expenses shall be billed as a multiple of 1.0 times the cost incurred by the CONSULTANT. Fees paid by CONSULTANT for (c) testing and/or for securing approval of authorities having jurisdiction over the Project and (d) expenses related to SUB-CONSULTANTS and specialists when authorized by the CLIENT, shall be billed as a multiple of 1.20 times the cost paid by the CONSULTANT.

13. INSURANCE

CONSULTANT represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which CONSULTANT deems to be adequate. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. CONSULTANT shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff or other consultants employed by CLIENT.

14. ASSIGNS

Neither the CLIENT nor CONSULTANT may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

15. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the CLIENT after giving serious consideration to the effects of such an order. Under no circumstances will CONSULTANT take the initiative in issuing this order. CONSULTANT will only provide data and recommendations.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction administration, construction field monitoring and/or testing, CONSULTANT shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the CLIENT and CONSULTANT, in order to observe the progress and quality of the CLIENT's work completed by

the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow CONSULTANT to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

CONSULTANT shall not supervise, direct or have control over the CLIENT's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. CONSULTANT shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the CLIENT's work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

18. SAFETY

Should CONSULTANT provide observations or monitoring services at the job site during construction, CLIENT agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CONSULTANT does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

19. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request changes in the *Scope of Services* of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by the CLIENT, or by the CLIENT's representatives, are strictly prohibited without the knowledge and written consent of the CONSULTANT. The CONSULTANT shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents.

20. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This agreement shall be governed by the laws of the State of Tennessee and the United States. Venue for any dispute resolution proceeding arising out of our related to this Agreement shall only be in a court of competent jurisdiction in Hamilton County, Tennessee. To the full extent allowed by applicable law, CONSULTANT and CLIENT hereby waive the right to trial by jury in connection with any litigation or judicial proceeding relating to or concerning, directly or indirectly, this Agreement or the Work.

21. EXTENT OF AGREEMENT

This Agreement and attached exhibits, if any, represent, the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON NEXT PAGE

AGREEMENT FOR PROFESSIONAL SERVICES

Date: 10/21/2025
Proposal Number: _____
Client's Name: City of East Ridge
Client's Address: 1517 Tombras Avenue, East Ridge, TN 37412
Phone Number: 423.867.7711
Email Address: jscottmiller@eastridgetn.gov

Project Name: East Ridge Stormwater Asset Management Plan
Location/Address: _____

Project Description: Asset survey, stormwater mapping, SWMP manual; ERU database, Identify obstructions in creeks
Scope of Services: See attached proposal P1014-2025
Compensation for Services: _____

Special Conditions: _____

Accepted By: _____
(Client's Company Name)

(Client's Signature and Date)

(Print Client's Name and Title)

ASA ENGINEERING & CONSULTING, INC.

(Consultant's Signature and Date)

(Print Consultant's Name and Title)

Please return executed document to Christy MacKenzie at cmackenzie@asaengineeringinc.com

CITY OF EAST RIDGE, TENNESSEE

REQUEST FOR QUALIFICATIONS (RFQ) CONSULTING SERVICES – STORMWATER MANAGEMENT PLAN

1. Introduction & Purpose

The City of East Ridge is soliciting Statements of Qualifications (SOQ's) from qualified engineering and consulting firms to develop a comprehensive Stormwater Management Plan (SWMP) for certain flood district areas within the corporate limits of the City of East Ridge. The SWMP will serve as a roadmap for managing stormwater infrastructure, reducing flood risk, improving water quality, and establishing a sustainable funding mechanism for stormwater management.

This RFQ seeks professional expertise in stormwater engineering, asset management, utility program development, and regulatory compliance.

2. Background

The City of East Ridge operates under the Phase II Municipal Separate Storm Sewer System (MS4) Permit through the Hamilton County Water Quality Program. The City currently manages a diverse system of stormwater assets, including ditches, culverts, storm drains, swales, concrete flumes, and detention/retention ponds. Many of these assets require updated inventory, evaluation, and planning to address long-term needs and to mitigate flooding in identified problem areas.

3. Scope of Work

The selected consultant will be responsible for performing the following tasks:

Task 1 – City Wide Drainage Study & Stormwater Asset Management Assessment

- Review condition assessment of the stormwater assets provided by the City and evaluate the functionality of the stormwater assets.
- Identify existing flood-prone areas through hydrologic/hydraulic analysis, field observations, and community input. Utilize City provided GIS topo provided in AutoCAD format as the basis for the hydrologic/hydraulic analysis.
- Recommend priority improvements with cost estimates.

Task 2 – Project Identification and Prioritization

- Develop a list of recommended stormwater improvement projects.
- Prioritize projects based on severity, feasibility, and cost effectiveness.

Task 3 – Funding Mechanism Development

- Evaluate options for creating a funding mechanism as a stormwater utility fee, including rate structure, credit policies, and billing integration.
- Use City provided Equivalent Residential Unit (ERU) data as a basis for the average impervious surface area for single family residential properties and for commercial and/or non-single-family residential properties.
- Develop community educational materials and participate in community meetings to inform residents and business owners of the proposed stormwater program.
- Prepare funding mechanism proposal(s).

Task 4 – Final Stormwater Management Plan

- Assist the City in developing a comprehensive SWMP that includes:
 - Review, provide recommendations, and update the City’s existing SWMP draft document.
 - Convert the asset inventory and mapping from the City provided AutoCAD format to a GIS based platform.
 - Prioritize improvement projects with preliminary construction cost estimates.

4. Items/Documents to be Provided by the City

- AutoCAD.dwg file with mapped stormwater assets, in a known coordinate system, including, but not limited to: storm drains, inlets, ditches, swales, concrete flumes, converts, detention and retention basins, and outfalls.
- Physical condition assessment ranking of each asset with description for program development use; ie. excellent, good, fair, poor, failing).
- ERU (Equivalent Residential Unit) database detailing the impervious surface areas of all properties within the City.
- Draft of the City’s Stormwater Master Plan.

5. Proposal Requirements

To evaluate responses efficiently and equitably, interested firms should submit a statement of qualifications that includes the following:

- Cover Letter and firm background (company name and business address, telephone number, email address, and website address).
- Project team organization including the resumes and qualifications of the person’s who will be assigned to this project.
- Relevant project experience (stormwater management plan, utility development, MS4 compliance, and engineering design of drainage systems).
- Description of similar projects completed within the last 5 years. Include client contact information (name, phone, and email address).

- Technical approach and methodology for completing the scope of work. Do not simply restate the scope of work. Identify key risks, challenges, concerns you anticipate and any mitigation steps to achieve successful delivery.
- References from similar projects (minimum of 3). Include a full summary of the project, the entity name, point of contact, address, and telephone number of each to contact.
- Proof of insurance and required licenses.
- Any other additional information deemed necessary to satisfy the City that the firm is competent, and the statement of qualification is sufficient to fully and successfully implement the work of this project.

6. Evaluation Criteria

The RFQ's received will be reviewed by a Consultant Evaluation Committee, and the committee may develop a "short" list of firms for further evaluation. Those firms "short-listed" may be invited to make a presentation before the Committee. Factors that will be considered by the Committee during the review and evaluation period will include, but not be limited to the following:

- Relevant experience with stormwater management and utility development.
- Qualifications of project team and "key personnel" assigned to the project.
- Demonstrated ability to deliver similar projects on schedule and within budget.
- Project approach and understanding of the project objectives.
- Examples of projects similar in nature; preferably given to those projects involving stormwater management plans/studies.
- Responsiveness and completeness of the submittal.
- Firm's awareness of project issues, opportunities, and constraints.
- References and past performance.

7. Submittal Instructions and Deadline

Please submit five (5) printed copies and one (1) PDF copy of the Statement of Qualifications (SOQ's) to: Jennifer Dietrick, City Clerk
 City of East Ridge
 1517 Tombras Avenue
 East Ridge, TN 37412

SOQ's will be received by the City of East Ridge until 2:00 pm on XXXXXXXXXXXXXXX at the above referenced address; at which time SOQ's will be opened to the public.

8. Questions on RFQ

All questions regarding this Request for Qualifications should be directed to:

Scott Miller, City Manager
City of East Ridge
423-805-3194
jscottmiller@eastridgetn.gov

The City of East Ridge reserves the right to reject any or all proposals, to waive technicalities therein, and to award (through negotiation) a contract, in whole or in part, for engineering services in the best interest of the City.

The City shall not be responsible for any costs incurred by the engineering firms in the preparation and submission of their Statement of Qualifications. Any contracts resulting from this RFQ process shall be negotiated based on the scope of work and budget.

October 2025

RESOLUTION NO. 3753

AGENDA MEMORANDUM

**Tennessee American Water
FY26 Firefighter Support Grant**

Award Acceptance

October 23, 2025

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of FY26 Tennessee American Water Fire Support Grant

The Economic and Community Development Department is requesting authorization from the Mayor and City Council to accept the Fiscal Year 2026 (FY26) Tennessee American Water Firefighter Support Grant on behalf of the East Ridge Fire and Rescue Department.

On July 30, 2025, the City submitted a grant application to Tennessee American Water requesting funding to support firefighter safety and equipment needs. The awarded funds will reimburse the City for the purchase of six (6) Motorola IMPRES 2 Li-Ion TIA4950R IP68 4600T batteries for department-issued APX6000XE radios, as outlined in the attached Motorola Solutions quote.

On October 7, 2025, Tennessee American Water notified the City that the grant had been awarded in the amount of \$1,000.00. The grant operates on a reimbursement basis and requires submission of paid invoices and supporting documentation prior to payment.

Upon Council approval, the Economic and Community Development Department will coordinate with the Fire Department to submit the paid invoice and all required documentation to Tennessee American Water for reimbursement. The remaining balance due, as outlined in the attached quote, will be charged to the Fire Department's FY26 operating budget in the amount of \$134.00.

Staff recommends approval of this item.

RESOLUTION NO. 3753

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ACCEPT THE FISCAL YEAR 2026 TENNESSEE AMERICAN WATER FIREFIGHTER SUPPORT GRANT

WHEREAS, the City of East Ridge submitted a grant application to Tennessee American Water on July 30, 2025, requesting funding to support firefighter safety and equipment needs; and

WHEREAS, the City of East Ridge has been awarded the Fiscal Year 2026 Tennessee American Water Firefighter Support Grant in the amount of One Thousand Dollars (\$1,000.00); and

WHEREAS, the grant operates on a reimbursement basis and requires the City to submit paid invoices and supporting documentation prior to payment; and

WHEREAS, the awarded funds will be used for the purchase of six (6) Motorola IMPRES 2 Li-Ion TIA4950R IP68 4600T batteries for department-issued APX6000XE radios; and

WHEREAS, the remaining balance due, in the amount of One Hundred Thirty-Four Dollars (\$134.00), will be paid from the Fire Department's Fiscal Year 2026 operating budget.

WHEREAS, the Economic and Community Development Department is asking for approval from the Mayor and Council to accept the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, that the Mayor, or his designee, is authorized to accept the Fiscal Year 2026 Tennessee American Water Firefighter Support Grant to purchase six (6) Motorola IMPRES 2 Li-Ion TIA4950R IP68 4600T batteries for department-issued APX6000XE radios.

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

Adopted this _____ day of _____, 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

Congratulations! Your Fire Department Has Been Selected for a Tennessee American Water Firefighting Support Grant

From Tara Watson <Tara.Watson@amwater.com>

Date Tue 10/7/2025 10:39 AM

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.

Thank you for taking the time to submit an application to the Tennessee American Water Firefighting Support Grant. We recognize the important role that first responders play in helping keep our communities safe. This grant program is our way of showing our support to you and all your department provides to its citizens.

We are pleased to let you know that Tennessee American Water will support your request this year by awarding your department a firefighting support grant in the amount of \$1000.

We look forward to seeing the positive impact this project is sure to have in our area. We'd like to do a check presentation photo op, so if you could please send some dates that would work for your organization, please let us know.

Once again, congratulations!

Tara Watson

Executive Assistant | Tennessee American Water

O: 423-704-9542 | tara.watson@amwater.com

www.tennesseeamwater.com



This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of American Water Works Company Inc. or its affiliates. The recipient should check this email and any attachments for the presence of viruses. American Water accepts no liability for any damage caused by any virus transmitted by this email. American Water Works Company Inc., 1 Water St. Camden, NJ. 08102 <https://url43.mailanyone.net/scanner?m=1v68qS-000000001ro-29yz&d=4%7Cmail%2F90%2F1759847400%2F1v68qS-000000001ro->



EAST RIDGE FIRE AND RESCUE, CITY OF

East Ridge Fire Batteries APX6000XE

07/23/2025

07/23/2025

EAST RIDGE FIRE AND RESCUE, CITY OF
1517 TOMBRAS AVE
EAST RIDGE, TN 37412

RE: Motorola Quote for East Ridge Fire Batteries APX6000XE

Dear Randy Albright,

Motorola Solutions is pleased to present EAST RIDGE FIRE AND RESCUE, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide EAST RIDGE FIRE AND RESCUE, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kris Massengill at kris@criticalts.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Massengill

Motorola Solutions Manufacturer's Representative

Billing Address:
 EAST RIDGE FIRE AND RESCUE,
 CITY OF
 1517 TOMBRAS AVE
 EAST RIDGE, TN 37412
 US

Quote Date:07/23/2025
 Expiration Date:09/16/2025
 Quote Created By:
 Kris Massengill
 kris@criticalts.com

End Customer:
 EAST RIDGE FIRE AND RESCUE, CITY OF
 Randy Albright
 ralbright@eastridgetn.gov
 423-867-7100

Contract: State of TN SWC 424

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	PMNN4573A	BATT IMPRES 2 LIION TIA4950 R IP68 4600T	6	\$252.00	\$189.00	\$1,134.00

Grand Total **\$1,134.00(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

RESOLUTION NO. 3599

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL TO ACCEPT THE 2025 TENNESSEE
AMERICAN WATER FIREFIGHTER SUPPORT
GRANT**

WHEREAS, the City of East Ridge submitted an application in July 2024 to Tennessee American Water requesting grant funds to assist in purchasing a “Roll N Rack” hose loader for use on one of the fire engines; and

WHEREAS, in September 2024, the City was awarded the grant in the amount of \$1,000; and

WHEREAS, the Economic and Community Development Department is asking for approval from the Mayor and Council to accept the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, that the Mayor, or his designee, is authorized to accept the 2025 Tennessee American Water Firefighter Support Grant to purchase a “Roll N Rack” hose loader for use on one of the fire engines

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

Adopted this 26th day of September, 2024.

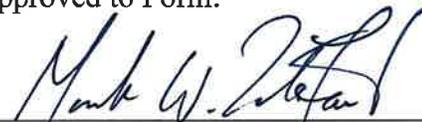

Brian W. Williams, Mayor

Attest:



J. Scott Miller, City Manager

Approved to Form:



Mark W. Litchford, City Attorney

RESOLUTION NO. 3754

AGENDA MEMORANDUM

**Public Entity Partners
FY26 Property Conservation Grant**

Award Acceptance

October 23, 2025

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of FY26 PEP Property Conservation Grant

The Economic and Community Development Department requests authorization from the Mayor and City Council to accept the Fiscal Year 2026 (FY26) Public Entity Partners (PEP) Property Conservation Grant.

In August 2025, the City submitted an application to PEP seeking funding assistance for the purchase and installation of security and surveillance cameras, as well as a monitoring system, to enhance safety and oversight during activities, events, and rentals at Venue 1921.

On October 6, 2025, PEP awarded the City of East Ridge a grant in the amount of \$4,000. The award amount is determined by the total insured value of the City's property coverage policy with PEP. To receive the full reimbursement, the City must demonstrate a minimum expenditure of \$8,000 for eligible costs.

Upon Council approval, the Economic and Community Development Department will submit all supporting documentation and expenses to PEP to request the 50% reimbursement on this expenditure.

The total cost for the monitoring and surveillance system totals \$8,656.73.

Staff recommends approval of this item.

RESOLUTION NO. 3754

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE PARTICIPATION IN AND
ACCEPTANCE OF THE FISCAL YEAR 2026 PUBLIC
ENTITY PARTNERS PROPERTY CONSERVATION
MATCHING GRANT**

WHEREAS, all efforts shall be made to protect city-owned property from various perils that may arise for the City of East Ridge; and

WHEREAS, Public Entity Partners seeks to encourage members with property coverage to develop and implement a property conservation program by offering the *Property Conservation Matching Grant Program*; and

WHEREAS, the Property Conservation Grant is a 50/50 matching grant under which Public Entity Partners will reimburse up to fifty percent (50%) of the cost of approved property conservation-related items, with reimbursement amounts based on the entity's last fiscal year's earned premium; and

WHEREAS, the City of East Ridge is eligible for a maximum reimbursement of Four Thousand Dollars (\$4,000), requiring the City to expend at least Eight Thousand Dollars (\$8,000) in qualifying property conservation-related costs to receive the full reimbursement amount; and

WHEREAS, the grant will be used to purchase and install security surveillance for Venue 1921 at East Ridge.

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

SECTION 1. The City Council hereby authorizes the acceptance of the Fiscal Year 2026 Public Entity Partners Property Conservation Matching Grant in the amount of Four Thousand Dollars (\$4,000).

SECTION 2. The City Council further authorizes the appropriation of the required matching funds in the amount of Eight Thousand Dollars (\$8,000) necessary to meet the maximum reimbursement amount of Four Thousand Dollars (\$4,000).

BE IT FURTHER RESOLVED that this Resolution shall take 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



October 6, 2025

Cameron McAllister
1517 Tombras Avenue
East Ridge, TN 37412

Subject: PROPERTY CONSERVATION GRANT – APPROVED

Congratulations! This letter serves as official notification to the City of East Ridge, Tennessee that you have been **approved** for the 2025-2026 Property Conservation Matching Grant Program, for which you applied.

A Grant in the amount of \$4,000.00 was approved for your requested items. The PAID receipts for the approved items along with the invoices for the approved items must amount to at least \$8,000.00 to be eligible to receive the full reimbursement of \$4,000.00. Your 2025-2026 Priority Classification Rating is Class II.

Important! The deadline for all reimbursement receipts is April 1, 2026. If you have already sent us **proof of payment** for approved purchases, you will be receiving your Grant check shortly. If you have not sent this information, please do so by **April 1, 2026**, along with a copy of this notification. Please keep in mind that if we do not receive reimbursement items in a timely manner you may jeopardize your eligibility to receive funding the following fiscal year. If proof of payment is not received by this date, your reimbursement dollars may be reappropriated. Your check will not be processed until we have verification of payment. Please see list of mandatory items needed for reimbursement below.

GRANT REIMBURSEMENT CHECKLIST:

1. **“Notification of Approval” letter**
2. **Signed Resolution/Motion**
3. **Cover sheet listing description of items purchased, quantities, and grand total of all purchases. All receipts must follow in order of cover sheet.**
4. **Two proofs of payment which must include the following:**
 - A. **CANCELLED check/bank statement OR credit card receipt/credit card statement**
 - B. **Copy of invoice OR purchase order (serving as the backup to the cancelled check or credit card receipt). Submitting invoices alone will not be accepted.**

Forward all receipts/documentation to:

Tahtia Mitchell

Grant & Scholarship Program

Email: Tmitchell@PEpartners.org or Fax: 615-371-9212

Best Regards,

A handwritten signature in black ink that reads 'Chester Darden'.

Chester Darden
Director of Loss Control



Invoice

1601 Old Lafayette Rd
Fort Oglethorpe, GA 30742

SEP 8 '25 PM2:23

(706) 861-8602

Invoice # 59035	Customer # 1005	Invoice Date 08/29/2025	Due Date 08/29/2025	Amount Due \$8,656.73	Amount Enclosed \$
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To: City of East Ridge
1517 Tombras Avenue
Chattanooga, TN 37412

Remit To: Preventia Security, LLC
PO Box 1563
Columbia, TN 38402

Detach and return with your payment.

Customer Name City of East Ridge	Customer # 1005	Invoice # 59035	Invoice Date 08/29/2025	PO Number PO-72005	Amount Due \$8,656.73
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Description	QTY	Rate	Amount
City of East Ridge Venue 1921, 1517 Tombras Avenue East Ridge, TN			
Prewire - Taxable Equipment	1.00	-5,266.12	-5,266.12
Prewire Non-Taxable Equipment	1.00	-3,390.63	-3,390.63
142 ZONES,DIALER/NET,350-G ENCL INC 50VA TRNSFRMER	1.00	530.91	530.91
12V 7Ah Sealed Lead Acid Battery	1.00	49.99	49.99
Preventia Signs and Stickers	1.00	4.99	4.99
WIRELESS GRAPHIC TOUCHSCREEN WITH PROX. WHITE	1.00	285.09	285.09
DMP LTE CELLULAR COMMUNICATION W/CABLE (263LTE-V/381-2)	1.00	249.99	249.99
WIRELESS HIGH-POWER ENCRYPTED RECEIVER	1.00	159.27	159.27
UNIVERSAL WIRELESS TRANSMITTER	13.00	42.36	550.68
DMP WIRELESS MOTION (1122)	3.00	75.64	226.92
4MP Outdoor Bullet Camera	8.00	299.99	2,399.92
Cat6 Black Plenum Rated Cable (300' per device, .26 per foot)	2.40	500.00	1,200.00
Wiring Structure & Consumables (per cable run)	9.60	9.99	95.90
IP3B Back Box	8.00	49.99	399.92
4MP Outdoor Dome Security Camera	2.00	299.99	599.98
IP2D/IP3D Back Box	2.00	49.99	99.98
8MP 180 degree DX01 Multisensor Camera, NDAA, Warmlight, Microphone, Audio I/O, WDR, SD Card	2.00	499.99	999.98
16 Port Gigabit Managed POE+ Switch (250W)	2.00	599.99	1,199.98
Location Setup Fee Bridge 301 (20 Cameras@4MPixel)	1.00	735.01	735.01
6U Wall Mount Rack System	1.00	593.72	593.72
MISC - Equipment	1.00	150.00	150.00
Install Labor Charge - Run Wires, Install Devices & Educate Client	1.00	6,781.25	6,781.25

RESOLUTION NO. 3755

AGENDA MEMORANDUM

**Authorization to Accept
Hamilton County Government
Leaning into Communities Grant Application

Springvale Park Redevelopment – Phase 1**

October 23, 2025

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Authorization to Accept the FY2026 Hamilton County Leaning into Communities Grant – Springvale Park Redevelopment

City Administration respectfully requests authorization to accept the FY2026 Hamilton County Leaning into Communities Grant in the amount of \$250,000 to support Phase 1 of the Springvale Park Redevelopment Project.

City Council previously authorized submission of the grant application on August 14, 2025, via Resolution No. 3722. The total project cost is \$500,000, which includes the required 50% local match of \$250,000, to be funded through the City's capital improvement program.

Phase 1 improvements will include:

- Newly constructed and expanded East Ridge Dog Park
- ADA-compliant restroom facility
- Paved walking trails with ADA access
- Lighting, security, and signage upgrades
- Parking lot repairs

All proposed work has been reviewed for compliance with local and federal development standards. This grant will activate a currently underused park into an accessible, family-friendly, and multigenerational community space.

Recommendation:

Approve acceptance of the FY2026 Leaning into Communities Grant award of \$250,000 and authorize commitment of \$250,000 in matching funds for Phase 1 of the Springvale Park Redevelopment Project.

RESOLUTION NO. 3755

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL
AUTHORIZING THE ACCEPTANCE OF THE FISCAL
YEAR 2026 HAMILTON COUNTY LEANING INTO
COMMUNITIES GRANT FOR PHASE 1 OF THE
SPRINGVALE PARK REDEVELOPMENT PROJECT AND
COMMITTING LOCAL MATCHING FUNDS**

WHEREAS, the City of East Ridge recognizes the need to enhance public recreational facilities and has identified Springvale Park as a key community asset for redevelopment; and

WHEREAS, the City Council previously authorized submission of a grant application for the FY2026 Hamilton County Leaning into Communities Grant on August 14, 2025, via Resolution No. 3722; and

WHEREAS, the City has been offered a grant award in the amount of \$250,000 to support Phase 1 of the Springvale Park Redevelopment Project, which requires a 50% local match of \$250,000, for a total project cost of \$500,000, to be funded through the City's Capital Improvement Program; and

WHEREAS, acceptance of this grant will allow the City to activate an underused park into an accessible, family-friendly, multigenerational community space.

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

SECTION 1. The City Council authorizes the City Manager to accept the Fiscal Year 2026 Hamilton County Leaning into Communities Grant award of \$250,000 for Phase 1 of the Springvale Park Redevelopment Project.

SECTION 2. The City Council authorizes commitment of the required local matching funds in the amount of \$250,000 for Phase 1 of the Springvale Park Redevelopment Project.

SECTION 3. The City Manager, or his designee, is authorized to execute any and all documents necessary, subject to approval of the City Attorney, to implement the grant award and complete Phase 1 of the Springvale Park Redevelopment Project.

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

Adopted this _____ day of _____ 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3756

AGENDA MEMORANDUM

ACCEPT A DONATION TO BENEFIT THE FIRE DEPARTMENTS

October 23, 2025

Submitted by:

A handwritten signature in black ink, appearing to read "Michael Williams".

Michael Williams, Fire Chief

SUBJECT:

The Fire Department is requesting that the Mayor and Council accept a donation from the Chattanooga Track Club to Benefit The East Ridge Fire Department in the amount of \$ 250.00

RESOLUTION NO. 3756

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ACCEPT A DONATION IN THE AMOUNT OF TWO HUNDRED FIFTY DOLLARS FROM THE CHATTANOOGA TRACK CLUB TO BENEFIT THE EAST RIDGE FIRE DEPARTMENT

WHEREAS, the Chattanooga Track Club has generously donated Two Hundred Fifty Dollars to the City of East Ridge; and

WHEREAS, the Chattanooga Track Club has requested that the donation be directed to the East Ridge Fire Department in support of its service to the community; and

WHEREAS, the City of East Ridge gratefully acknowledges this contribution and wishes to formally accept the donation for its intended purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorizes the acceptance of a donation in the amount of Two Hundred Fifty Dollars (\$250.00) from the Chattanooga Track Club to benefit the East Ridge Fire Department and expresses its appreciation to the Chattanooga Track Club for its generous support.

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

Adopted this _____ day of _____, 2025

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3757

AGENDA MEMORANDUM
CHRISTMAS HOLIDAYS 2025

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Pursuant to the Human Resources Regulation, Section V, A, Paid Holidays, the paid holiday schedule includes Christmas Eve, December 24th and Christmas Day, December 25th. Since these days fall on Wednesday and Thursday this calendar year, I asked the Department Heads/Supervisors at our weekly staff meeting if they wished to switch Wednesday, December 24th with Friday, December 26th to give them a 4-day holiday weekend. They were overwhelmingly in favor of this change.

The resolution before the City Council at this time solidifies the switch in the holiday schedule.

Attachment

JSM/

RESOLUTION NO. 3757

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO AMEND THE OBSERVANCE OF PAID HOLIDAYS FOR THE 2025 CHRISTMAS HOLIDAYS

WHEREAS, the City of East Ridge observes eleven (11) paid holidays each year, including Christmas Eve and Christmas Day; and

WHEREAS, in 2025, Christmas Eve falls on Wednesday, December 24, and Christmas Day falls on Thursday, December 25; and

WHEREAS, the City Manager has recommended that, for the year 2025 only, the City observe the Christmas holidays on Thursday, December 25, and Friday, December 26.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, that the City Manager is hereby authorized to amend the paid holiday schedule for 2025 so that Christmas Day is observed on Thursday, December 25, 2025, and the Christmas Eve holiday is observed on Friday, December 26, 2025.

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

Adopted this _____ day of _____, 2025.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, City Manager

Approved to Form:

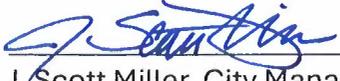
Mark W. Litchford, City Attorney

RESOLUTION NO. 3758

AGENDA MEMORANDUM
CANCELLATION OF CITY COUNCIL MEETING
OF DECEMBER 25, 2025

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The East Ridge City Council has a regular business meeting scheduled for Thursday, December 25, 2025; the day which is Christmas Day. The resolution before the elected body cancels the December 25th meeting due to the observance of the holiday.

Pursuant to the East Ridge City Charter, Section 5-D, the Council is required to hold a regular meeting at least once each month. Since the City Council has a regular business meeting on December 11, 2025, the charter requirement is met.

Attachment

JSM/

RESOLUTION NO. 3758

**A RESOLUTION OF THE EAST RIDGE CITY
COUNCIL CANCELLING THE DECEMBER 25, 2025
CITY COUNCIL MEETING**

WHEREAS, the East Ridge City Council recognizes that its members and city employees wish to spend time with their families over the Christmas holidays; and

WHEREAS, it has been a long-standing tradition for the Council to cancel the second meeting in December in order for its members and employees to enjoy the holiday season; and

WHEREAS, the City has previously published that a City Council meeting was scheduled on December 25, 2025 and desires to approve this Resolution to serve as additional public notice of the Council's decision to cancel said meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council of the City of East Ridge, Tennessee hereby cancels the City Council meeting scheduled for December 25, 2025.

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

DISCUSSION ITEM

AGENDA MEMORANDUM
RECRUITMENT & SELECTION OF A CITY MANAGER

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

Since I have notified the City Council that I will not be renewing my contract for another year when it comes due on January 23, 2026, I need direction from the Council on the process they would like to pursue in the recruitment and selection of the next City Manager. The following options could be utilized:

- Retain a consultant specializing in City Manager recruitments to accomplish the mission; however, this can be an expensive proposition.
- Retain the services of MTAS to achieve the mission.
- Retain the assistance of MTAS along with employing the services of the City's HR Director and the sitting City Manager to fulfill the mission.
- Commission a board consisting of City Managers and the sitting City Manager to carry out the mission.

The goal of any of the options mentioned above would be to provide a list of 5-7 qualified and experienced City Manager candidates, being vetted and reference checked, to the Mayor and City Council for interview and consideration of an appointment.

Attachment – MTAS Assistance

JSM/

**A PROPOSAL FOR ASSISTING IN
RECRUITMENT AND SELECTION
CITY OF EAST RIDGE CITY MANAGER**

**THE UNIVERSITY OF TENNESSEE
MUNICIPAL TECHNICAL ADVISORY SERVICE (MTAS)**

Contacts:
Honna Rogers
Municipal Management Consultant
honna.rogers@tennessee.edu
865-742-6162

How Can MTAS Assist the City of East Ridge?

The Municipal Technical Advisory Service delivers technical assistance services upon request. We can provide as much or as little assistance as the city would like in recruiting and hiring a new City Manager. Previous requests have entailed the following:

1. Determining what kind of City Manager to hire

The MTAS recruitment process can be coordinated with the staff of the City of East Ridge. The first task in the recruitment process can be to prepare a job analysis to help prospective applicants better understand the duties and responsibilities that are required of this position. The job analysis would help prospective applicants, as well as the city board, to determine whether their education and experience make them a good fit for service as the City Manager of a complex and growing city. The job analysis could be prepared by performing any or all of the following:

- Conducting a survey of elected officials on personality traits that they want to see in the next manager
- Reviewing the city's charter and code for a list of job duties and responsibilities
- Establishing core competencies of the position
- Facilitating discussions with the governing body on minimum qualifications it requires and prefers for the position

The timetable for the process is dependent on the availability of the governing body.

2. Advertisement of Position

After writing a job announcement/advertisement, MTAS will offer suggestions on where to advertise. Previous suggestions have included placement with the International City/County Management Association (ICMA), in the Tennessee City & City (a publication of the Tennessee Municipal League that is distributed to all Tennessee cities), the MTAS website, requesting other state's city management associations to post the job notices and using MTAS consultants to help recruit colleagues both current and past.

Almost all city managers who will be qualified for this position on the basis of education and prior experience are familiar with job resources through Tennessee City and City and the MTAS website. ICMA newsletters and the TML City & City are published every two weeks.

3. Review of Applications/Resumes

A review of all applications can be undertaken to determine those that meet the job requirements and should be seriously considered. The number of applicants can be screened and reduced to a qualified short list, as may be determined by the Mayor or City Council. MTAS can handle all correspondence to applicants, if requested. The short list will be forwarded to

Michelle

Michelle
Scott
MTAS
Representative

the City Council for review and to city staff for background investigation. All other applications would be forwarded to the City of East Ridge's staff for filing.

4. Interviews

MTAS services include any range of activities, including but not limited to:

- Facilitating discussions with the City Council on narrowing the list of applicants to invite for an interview
- Scheduling interviews with candidates
- ✓ • Writing interview questions specifically tailored for the city that address current issues, criteria specified in the advertisement, and core competencies
- Supplying a ranking system for interviews
- Assisting the governing body in making a decision on who to bring back for a second interview (if desired)
- Proctoring interviews
- Developing and proctoring assessment centers

Michelle Scott

Options for interviews:

- Meet with department heads
- Reception with citizens
- Group interview with the Council
- One-on-one interviews with the Councilmembers
- Dinner with Mayor
- Tour of the City
- Assessment Center

6. Employment

After interviews have concluded, the City Council will need to offer the position to the individual that is the best fit for the organization. MTAS would provide the City Board with any of the following:

- comparable salary and benefit information
- assistance in background checks by suggesting questions to ask of references or calling references

7. Summary

The process, as set forth herein, can be completed in approximately 90 days. This estimate may be slowed down by the City to extend the review process, in which case the projected completion timeframe could be approximately 120 days.

*Michelle Scott
MTAS
Representative*

ORDINANCE NO. _____

AGENDA MEMORANDUM
ORDINANCE TO AMEND THE
FY2026 OPERATING BUDGET

November 13, 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. The Fiscal Year 2026 budget needs to be amended to reflect the following items:

- General Fund – Amended to reflect the purchase and receipt of a new fire engine.
- Capital Improvement Fund – Amended to reflect the receipt of the Fiscal Year 2026 Leaning Into Communities Grant.

AGENDA MEMORANDUM
INTERLOCAL AGREEMENT POLICE AND FIRE SERVICES
CITY OF EAST RIDGE, TN AND CITY OF RIDGESIDE, TN

October 23, 2025

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge, TN and the City of Ridgeside, TN entered into two (2) interlocal agreements dated June 24, 2021 for the City of East Ridge (1) to provide police protection services to Ridgeside and (2) to provide fire protection services to Ridgeside.

Pursuant to the “cost of service” section of each agreement, the parties agreed to a four percent (4%) increase in the cost of service for year two (fiscal year July 1, 2022 to June 30, 2023) and a four percent (4%) increase in the cost of service for year three (fiscal year July 1, 2023 to June 30, 2024). There was no provision for a continued increase in the cost of service for fiscal years after June 30, 2024.

Pursuant to the “renewal and termination” section of each agreement “this agreement shall automatically renew for additional one (1) year terms beginning July 1 of each respective term unless notice to terminate is given to the non-terminating party on the giving of such written notice to terminate not less than six (6) months prior to the end of such respective term.”

Since these agreements are automatically renewed every fiscal year and there was no provision for a cost of service increase after June 30, 2024, I worked with the Mayor of the City of Ridgeside in developing addendums to the Police and Fire Interlocal Agreements that employed a four percent (4%) increase for fiscal year July 1, 2025 to June 30, 2026. Said addendums were ultimately approved by both governmental entities. I propose that the City initiate similar addendums to the Police and Fire Interlocal Agreements and add a four percent (4%) increase for fiscal year July 1, 2026 to June 30, 2027.

For the current fiscal year 2025-2026 (July 1, 2025 to June 30, 2026) the City of Ridgeside is paying the City of East Ridge the amount of \$86,703 for Police services and \$39,417 for Fire services.

JSM/

RESOLUTION NO. _____

AGENDA MEMORANDUM

CONDITIONS ON THE SALE, SERVICE, AND/OR CONSUMPTION
OF WINE, ALCOHOL, AND BEER AT VENUE 1921

NOVEMBER 13, 2025

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

This resolution establishes guidelines for the consumption and regulation of alcoholic beverages at Venue 1921, located at 1501 Tombras Avenue in East Ridge, Tennessee. As Venue 1921 continues to serve as a central location for public and private events, it is necessary to define clear procedures and responsibilities regarding alcohol-related activities. The resolution outlines definitions, permitting requirements, application procedures, review protocols, and compliance standards to ensure safe and responsible use of the facility in alignment with city ordinances and public welfare.

SS

RESOLUTION NO. _____

A RESOLUTION BY THE EAST RIDGE CITY COUNCIL SETTING FORTH CONDITIONS ON THE SALE, SERVICE, AND/OR CONSUMPTION OF WINE, ALCOHOL, AND BEER AT VENUE 1921.

WHEREAS, the City of East Ridge constructed a special events venue known as “Venue 1921” to promote tourism and community involvement; and

WHEREAS, the East Ridge City Council previously approved Ordinance No. 1235 which authorized the consumption of beer, wine and alcoholic beverages at Venue 1921 subject to certain regulations; and

WHEREAS, pursuant to said ordinance the City Council was commissioned to set forth certain conditions on the sale, service and/or consumption of beer, wine and alcohol at Venue 1921.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby sets forth the following conditions on the sale, service and/or consumption of beer, wine and alcohol at Venue 1921 for special events.

SECTION 1: Definitions

1. Venue 1921: The pavilion structure constructed at 1501 Tombras Avenue in East Ridge, Tennessee, including any adjacent parking areas and greenspace, that is owned, leased, or operated by the City of East Ridge.
2. Consumption: The act of drinking or otherwise ingesting any alcoholic beverage.
3. Alcoholic Beverage: Any beverage containing alcohol, including, but not limited to, beer, wine, and liquor as defined in Title 57 of the Tennessee Code Annotated.
4. Special Event: A temporary activity or gathering that is permitted by the City and for which a special event permit has been issued.

SECTION 2: Consumption of Alcoholic Beverages.

1. The City Manager has the authority to approve or deny the consumption and/or sale of alcoholic beverages at Venue 1921 during a special event, provided the event organizer has obtained the applicable permit(s) and any necessary licenses from appropriate state and local authorities.

2. Any permit issued shall specify the authorized times and conditions under which consumption may occur.

SECTION 3: Application for Special Events Permit. Any individual desiring to serve, sale, or consume alcoholic beverages for special events at Venue 1921 shall submit a special event application to the City Clerk for the City of East Ridge at least thirty (30) days prior to the requested date of any such special event. The application shall be made upon a form provided by the City Manager and shall contain all of the following information:

1. The name, address, and phone number of each person and organization sponsoring the special event. If an organization, the application shall indicate whether it is authorized to do business within the State of Tennessee and contain the names, addresses, and phone numbers of the president or chairman thereof;
2. The date, or dates, and beginning and ending hours of such special event;
3. The estimated number of persons who will participate;
4. The purpose of the special event;
5. Such other information as the City Manager deems reasonably necessary in order to carry out his duties under this chapter

SECTION 4: Review of Application and Approval by City Manager. Upon receipt of the application, the City Manager and/or designee shall review the application with the City staff personnel including the parks and recreation director and events manager for approval, modification or denial of the special event. The City Manager has the discretion to deny any application for the sale, service or consumption of alcoholic beverages if it is determined that such sale, service or consumption of alcoholic beverages is not appropriate due to, among other things, anticipated attendance, inadequate infrastructure, unreasonable impact on the City's ability to ensure safety and protection, past performance of the applicant, or if the applicant has unresolved financial obligations with the City.

SECTION 5: Non-Refundable Application Fee for Alcoholic Beverages. In addition to any other permit fees, the applicant will be charged a non-refundable special alcohol event fee of fifty dollars (\$50.00) which is intended to assist the City for such costs associated with city personnel review. Payment of the special alcohol event fee does not guarantee that the application is complete, nor does it guarantee that any or all aspects of the application will be approved. The applicant may be assessed other city permit fees, city department rates and fees, costs and fees associated with personnel or resources provided to the event by a City department, division or agency, as well as fines that may be assessed by the City for the cost to repair and/or restore any public property damaged by the event.

SECTION 6: Compliance with Laws. Prior to the City Manager issuing any approval of a special event at Venue 1921, all applicable ordinances and laws shall be complied with and all required permits and licenses shall be secured in connection with such special event.

SECTION 7: Conditions in Permits. Any permit granted by the City Manager may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to

the public health, safety, tranquility, morals, or welfare of the attendees and community, including, but not limited to, changes in time, duration, numbers of participants, or noise levels. Additionally, the City Manager is authorized to require as a condition of the permit a deposit or bond to cover clean-up, damage or other costs. The amount of the deposit or bond shall be related to the size, nature, and duration of the event and shall be refundable, to the extent not exhausted by clean-up, damage or/and other costs.

SECTION 8: Hold Harmless; Liability Insurance. Applicants shall agree in writing to assume the defense of and indemnify and hold harmless the City, its council, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of special event and the activities permitted in connection therewith. The City Manager shall require the applicant to submit a certificate of insurance from a Tennessee state-licensed entity prior to the event in an amount within the discretion of the City Manager, depending upon the nature, size and duration of the event.

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

Adopted this the _____ of _____, 2025.

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

Venue 1921 at East Ridge – Alcohol Service Standards and Policy Packet

Prepared for: East Ridge City Council

Prepared by: Shawanna Skiles, Director of Parks and Recreation

Date: October 16, 2025

As a City-owned venue, **Venue 1921** serves as a public-facing example of responsible alcohol service. These policies and requirements are in place to support the safety of guests along with the community, and maintain the City's high standards for professional and lawful alcohol service. By setting clear expectations for all events, we safeguard both patrons and the City while promoting a culture of accountability and responsible enjoyment. We are excited to support you in this process and celebrate your event.

I. Purpose

To ensure the responsible, legal, and safe service of alcoholic beverages at **Venue 1921** at East Ridge in accordance with:

- Tennessee Alcoholic Beverage Commission (TABC) regulations
- East Ridge municipal ordinances
- Hamilton County alcohol service rules

This policy applies to:

- **Beer for Event Permits, City of East Ridge** (beer ≤8% ABW)
- **TABC Special Event or Catering Permits** (liquor, wine, beer >8% ABW)
- General alcohol service at City venues

All events must comply with Venue 1921 at East Ridge policies regardless of permit type.

II. Beer for Event – East Ridge

1. Permit Type and Eligibility

- Issued by the **East Ridge City Manager** for one-day or short-term events.
- Available to **for-profit and nonprofit entities**, subject to City approval.
- Covers only **beer ≤8% ABW**.
- Separate from TABC licensing.

2. Application & Coordination

- Must coordinate **all beer service through Venue 1921-approved bar service vendors**.
- **Outside organizations may NOT independently sell or serve beer**.
- Required application materials:
 - Letter of Permission from Venue 1921 / City of East Ridge
 - **Event details: date, time, anticipated attendance, security plan**
 - **Applicable forms as designated below.**
- **Applications must be submitted at least 30 days prior to the event (or as required by ordinance).**
- **All permits issued are temporary, event-specific, and non-transferable to other dates, events, or City properties.**

3. Staffing & Service

- Beer service **must be performed by City-approved Bar Service Vendors**.
- Self-service or volunteer service is strictly prohibited.

4. Oversight & Liability

Venue 1921 reserves the right to **deny or revoke a permit** for:

- Public safety concerns
- Liability issues

- Non-compliance with City or State alcohol laws

Violations may result in:

- Immediate event shutdown
 - Forfeiture of deposits
 - Suspension of future event privileges
-

III. TABC (Tennessee Alcoholic Beverage Commission) Permits

1. Special Occasion Permit (Nonprofit Only)

- Available **only to 501(c)(3) nonprofits**.
- Covers **liquor, wine, or high-alcohol beverages** (not standard beer).
- **For-profit entities cannot obtain** this permit.

2. Caterer's Permit (For-Profit)

- For-profit caterers with a valid **TABC Catering License** may serve alcohol if:
 - Providing food service
 - Meeting all TABC requirements
- Must file **event notification with TABC ≥14 days** in advance.

3. For-Profit Beer Events

- If a for-profit event wants to serve **beer only** ($\leq 8\%$ ABW), this is handled through the **East Ridge Beer Board** and City Manager, not TABC.

- Requirements:
 - Must meet City rules for age restrictions, insurance, and security
 - Venue must provide **Letter of Permission** authorizing service
 - Application submitted at least **two weeks prior**
 - No liquor, wine, or high-alcohol beverages without proper TABC licensing will be permitted on site
-

IV. General Alcohol Service Rules (All Events)

1. Eligibility to Serve Alcohol

- Pre-approved by Venue 1921 management or City Manager
- Only licensed and insured approved Bar Service Vendors from Venue 1921 permitted
- Self-service or unlicensed bartending prohibited

2. Required Documentation

- Event liability insurance with alcohol coverage
- Signed Venue 1921 Alcohol Agreement
- Event layout showing alcohol service areas
- Alcohol Service Request Form submitted to Venue 1921/City Manager

3. Security & Oversight

- Venue staff and/or security/law enforcement may monitor service, Security/ERPD required for events over 100 attendees.
- Event hosts ensure guest compliance

- Violations may result in event termination, loss of deposit, or future rental restrictions
- City staff may inspect events for compliance

4. Indemnification

- Event hosts agree to indemnify and hold harmless Venue 1921, the City of East Ridge, and representatives from any claims arising from alcohol service

V. Signature & Agreement

All event hosts must sign the attached **Alcohol Use Agreement Form** acknowledging these conditions and responsibilities.

VI. Attachments

- Sample Alcohol Service Request Form
- TABC Permit Links (?)
- East Ridge Beer Permit Application Links (?)
- Venue 1921 Alcohol Use Agreement Form

Sample Below:

Venue 1921 Alcohol Service Agreement

Event Name: _____

Event Date(s): _____

Event Location: Venue 1921 / City of East Ridge

Event Host / Organization: _____

Contact Person: _____

Phone / Email: _____

1. Alcohol Service Overview

The event host acknowledges that all alcohol service will comply with:

- Tennessee Alcoholic Beverage Commission (TABC) regulations
- East Ridge municipal ordinances
- Venue 1921 Alcohol Service Policies

Alcohol may **only** be served by:

- Venue 1921-approved service staff, or
- City-approved licensed catering vendors

Self-service or unlicensed bartending is strictly prohibited.

2. Permits & Documentation

The event host confirms:

- A valid **City Beer for Event Permit** and/or **TABC Special Occasion / One-Day Permit** has been obtained if required.
 - All bartenders hold valid **TABC or Tennessee Responsible Beer Server permits**.
 - Proof of **liability insurance** covering alcohol service is provided.
 - Event layout showing alcohol service areas has been submitted.
-

3. Service Requirements

The host agrees that:

- Alcohol will only be served to guests **21 years or older**.
 - Alcohol service will occur within **designated areas** only.
 - **Food and non-alcoholic beverages** will be available during service.
 - Bartenders will **refuse service to visibly intoxicated guests**.
 - Alcohol service hours are in accordance with Venue 1921 policies and permit conditions.
-

4. Security & Oversight

- Venue staff and/or law enforcement may monitor alcohol service and guest behavior.
 - The host is responsible for ensuring guest compliance.
 - Violations may result in **event termination, loss of deposit, and/or suspension of future rental privileges**.
-

5. Indemnification

The event host agrees to **indemnify and hold harmless Venue 1921, the City of East Ridge, and their representatives** from any claims or liabilities arising from alcohol service at the event.

6. Acknowledgment & Signature

By signing below, the event host acknowledges that they have read, understand, and agree to abide by the alcohol service policies and applicable laws.

Event Host / Authorized Representative

Name: _____

Signature: _____

Date: _____

Venue 1921 / City Representative

Name: _____

Title: _____

Signature: _____

Date: _____

EXAMPLE REQUEST FORM

Venue 1921 – Alcohol Service Request Form

Event Name: _____

Event Date(s): _____

Event Location: Venue 1921 / City of East Ridge

Event Host / Organization: _____

Contact Person: _____

Phone / Email: _____

1. Event Details

- **Event Type:** Wedding Corporate Festival Market Other:

- **Estimated Attendance:** _____

- **Event Start Time:** _____ **End Time:** _____

- **Public/Private (private is invite only, no ability to purchase tickets or visibility online for attendance):** _____

2. Alcohol Service Information

- **Type of Alcohol to be Served:** Beer Wine Liquor Other:

- **Estimated Quantity:** _____
- **Will alcohol be sold?** Yes No (Cash Bar / Ticketed/Open)
- **Permit Type(s) to be Obtained / Applied For:**
 - City Beer for Event Permit ($\leq 8\%$ ABW)
 - TABC Special Occasion Permit
 - TABC One-Day / Catering Permit
 - Other: _____

4. Additional Notes / Special Requests

5. Acknowledgment

By submitting this form, the event host confirms:

- All alcohol service will comply with Venue 1921 policies, City ordinances, and TABC regulations.
- Only **City and Venue 1921 approved Bar Services Staff** will serve alcohol.
- Self-service is **strictly prohibited**.
- **Security will be required for any event over 100**

- **Liability Insurance Coverage with Venue 1921 additionally insured will be required**
- **Food / Non-Alcoholic Beverages must be provided when serving alcohol**
- **Event Layout / Service Area Map will be required 30 days prior to event for review and approval**

Event Host / Authorized Representative

Name: _____

Signature: _____

Date: _____

RESOLUTION NO. _____

AGENDA MEMORANDUM

In-car tablets and mounting solutions

Date: 11/13/2025

Submitted by:



Clint Uselton, Chief of Police

SUBJECT:

The East Ridge Police Department requests approval to purchase ten (10) ruggedized Windows-based tablets, each with a compatible keyboard and an in-car mounting solution that integrates with our existing vehicle computer mounts. These tablets will be utilized by patrol officers as part of their daily operations.

A request for bid submissions was publicly advertised, and bids were opened on October 14, 2025. Derry Software submitted the lowest compatible bid in the amount of **\$40,128.20**. Funding for this purchase was included and approved in the current fiscal year's budget. We recommend awarding the contract to Derry Software and proceeding with the purchase.

Attachment: Derry Software Bid

Proposal No. 2025-19

East Ridge Police Department Vehicle In-Car Tablet and Mounting Solutions

October 13, 2025



October 13, 2025

City of East Ridge
Attn: Det Sinisa Stojnic
1517 Tombras Avenue
East Ridge, TN 37412

The East Ridge Police Department requires technology in their vehicles to access agency information systems and computer mounting systems to enhance their ability to use their technology and save vehicle cab space using a common set of equipment for all vehicles.

Derry Software has developed a solution tailored to meet the East Ridge Police Department's needs. Field-tested by East Ridge Police Department personnel, our solution not only addresses their requirements but also solves these problems:

- **Save Space in the Vehicle** – We tailor the design and lower costs by selecting the best technology and mounting equipment from several different sources to create a workspace tailored specifically for your vehicles.
- **Save Time and Improve Workflow** – Eliminate repetitive and extra tasks with our leading-edge devices and capabilities.
- **Reduce Peripheral Devices** – Officers routinely have to connect Wi-Fi, scanners, vehicle location devices, and more to their computers in the vehicle. We eliminate some of these devices by integrating the ones you need in the vehicle computer.
- **Unbudgeted Maintenance Costs** – Our IP65-rated tablets and keyboards, 4 ft. drop specification per MIL-STD 810 for tablets complement the three-year comprehensive warranties for tablets and keyboards to ensure East Ridge Police Department will not have to worry about extra fees for maintenance and repairs for these devices for three years, and this includes shipping.

Over the past two years, we have consistently delivered on our commitment to excellent onsite support—ensuring smooth installation and rapid issue resolution. Our equipment and installation kits are designed to work specifically with Jotto Desk mounts, streamlining deployment and minimizing cab disruption. With 20 vehicles configured identically, our solution provides added consistency across your fleet, simplifying training, maintenance, and daily operations.

Sincerely,

Jim Derry | *Founder and President*



3800 Saint Elmo Avenue
Suite 205
Chattanooga, TN 37409



msat@derrysoftware.com



423-596-5204

TABLE OF CONTENTS

Project Overview	1
Computing Solutions for East Ridge Police Department Vehicles	1
Ruggedized Windows Tablet Requirements.....	1
Comprehensive Warranty	2
Vehicle Mounting Requirements	2
Company Overview	3
Standard Terms and Conditions.....	3
Derry Software’s Certifications	3
Technical Solution - Computer	4
Computer With Integrated Keyboard Solution	Error! Bookmark not defined.
Technical Solution –Vehicle Mounting	5
Havis Motion Arm with Gamber Johnson Device Mount	5
Past Performance/Proven Results	6
Other Agencies Derry Has Worked With	6
What Our Clients Say	6

PROJECT OVERVIEW

Computing Solutions for East Ridge Police Department Vehicles

Derry Software designs and delivers vehicle configurations that help the East Ridge Police Department maximize in-vehicle technology to protect officers and neighborhoods. As a local company, we respond quickly to East Ridge's needs and provide direct, hands-on support. We partner with Zebra Technologies to supply ruggedized equipment tailored to your operational environment.

As an independent small business, we're not tied to any single vendor—allowing us to build solutions truly aligned with East Ridge Police Department requirements.

Ruggedized Windows Tablet Requirements

The Zebra ET85 tablet meets these specifications to ensure long-lasting and useful ruggedized computing in vehicles:

Rugged Tablet, with a

- 12.1 in. W, 8.9 in L, 0.6 in H Sunlight-readable display,
 - 800 Nits
 - Capacitive multi-touch display
 - 3:2 QHD (2160 x 1440)
 - Gorilla Glass
 - Anti-reflective/Anti-Smudge Screen
 - Night Vision Mode enabled. Weight 1.52 lbs.
- Windows 11 Professional, 64-bit Operating System
- i5-1130G7 Processor
- 16GB LPDDR4x-4266 RAM
- 256 GB SSD
- Integrated GPS antennae
- FIPS and Common Criteria Certified
- Wi-Fi 6E, 802.11ax R2, 802.11 a/b/g/n/ac R2/ax R2/WPA, WPA2, WPA3, WPS, PMEF, WMM, WMM-PS, WFD, Wi-Fi Agile Multiband, Wi-Fi Optimized connectivity, Wi-Fi Time Sync, Wi-Fi Location
- Optional Dual SIM support for 4G/5G - Cellular 1x eSIM and 1 Physical SIM capability to support 4G and 5G WWAN.
- Weight – 2.8 lbs. or lower
- Friction Hinge rugged keyboard with 120 degree opening angle.
- 2D Barcode Scanning capable with integrated Barcode Scanner.
- Front and Rear Cameras - 5MP/13MP with auto-focus and controllable LED flash.
- Operating Temperature - -4F to 140F
- Drop Specifications – MIL 810H Certified rugged frame 4 ft drop to plywood over concrete.
- Sealing – IP65 Certified with ports open.



East Ridge Police Department In-Car Tablet and Mounting Solutions

Comprehensive Warranty

Three-Year Warranty – Zebra OneCare covers the tablet and keyboard with a three-year comprehensive warranty that includes unlimited drops, accidents, and damage from hazards. The service will pay for all shipping to and from the manufacturer for three years and provide repair or replacement service for damaged units.

Vehicle Mounting Requirements

The East Ridge Police Department needs a mounting solution that does not block vision and use of the console, provides flexibility for mounting in different vehicles, and lets the officer quickly remove the tablet from the vehicle for convenience. Derry Software's solution provides a mounting solution that combines products from Havis and Gamber Johnson, two leaders in the vehicle mounting industry. Our selection includes the following features:

- Motion Adapter with 180 or 360 degrees of rotation, depending on the mounting configuration selected, to allow officers to position the swing arm at virtually any position in the cab and still have a clear vision of the console and computer.
- Tilt ability to position the computer for optimal viewing for individual officers.
- Custom-designed tablet and keyboard mount that allows the keyboard to be folded up for better viewing of the console.



COMPANY OVERVIEW

Standard Terms and Conditions

Derry Software holds harmless the City of East Ridge and the East Ridge Police Department and representatives thereof from all suits, actions, or claims of any kind brought on by result of any injuries or damages sustained by any person or property, or an account of any act or omission by Derry or its employees, or from any claim or amount arising from violation of any law, by law ordinance, regulation, or decree.

Derry Software does not discriminate based on race, color, sex, or national origin, or any other classification protected by Federal and/or State constitutional and/or statutory law, in federal or state-sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42U.S.C. 2000d).

No one in the City of East Ridge and the East Ridge Police Department has a financial interest in Derry Software, and they will not benefit personally, either directly or indirectly, in any contract or purchase from Derry Software.

Derry Software complies with the Drug-Free Workplace, Iran Divestment Act, and No Boycott of Israel requirements per state law in Tennessee.

Derry Software's Certifications

We have attained SDVOSB certification with the Small Business Administration and SDVB certification with the Tennessee Governor's Office for Diverse Business Enterprises (GO-DBE).



NAICS Codes: 423430, 423690, 541511, 541519, 541512, 541513, 611420, 611430
DUNS: 080948700 | **Unique Entity ID:** NU26XE2Y3AG3 | **CAGE Code:** 7ZQE5

East Ridge Police Department In-Car Tablet and Mounting Solutions

TECHNICAL SOLUTION – RUGGEDIZED TABLET

This configuration meets the requirements of the East Ridge Police Ruggedized Tablet opportunity and is designed to integrate seamlessly with your existing vehicle mounting equipment. It includes a docking station, a tilt-swivel mount compatible with Jotto Desk systems, and a Gamber Johnson mount that folds up to conserve additional cab space. These components work together to ensure a space-efficient installation tailored to East Ridge vehicles.

LINK	ITEM #	VEHICLE MOUNTING DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	ET85C-3P5B3-CFB	RUGGED TABLET, ET85, 12", 5G WWAN, WIN PRO, i5, 16GB, 512GB SSD, BCR, FPR, PTA w/ dual WWAN & GPS, NFC, IP65, 3YR WTY	10	2,433.09	24,330.90
	Z1AE-ET8XXX-3C00	ZEBRA, 3 yr Z1C Essential ET8XXX, 3 day TAT, purchased within 30 days, comprehensive	10	123.64	1,236.40
	KYB-ET8X-2IN1-US2-01	ET8X 2-IN-1 ATTACHABLE RUGGED 82 KEY KEYBOARD WITH MULTI-COLOR BACKLIGHT AND 6 ADDITIONAL PROGRAMABLE KEYS. C1D2 CAPABLE. US ENGLISH	10	340.17	3,401.70
	OPT-KYBDXP-3	3 Year Zebra Onecare Comprehensive Maintenance For Xplore Keyboard, Must Be Ordered With Zebraonecare Agreement For Tablet Ogf Like Term	10	45.35	435.00
	PWR-BGA15V45W-UC2-WW	ZEBRA, Power Supply for ET8x USB-C DC Connector. AC Input: 100-240V. DC Output: 15V, 3A, 45W. Requires Country Specific Grounded AC line cord	10	37.05	370.50
	CRD-ET8X-VEHDK1-01	ET8X VEHICLE DOCK SOLUTION. TOP CLAMP. BARREL LOCK WITH 2 KEYS. 7 PORT EXP MODULE, PWR MODULE	10	421.15	4,215.50
	450143	CABLE, CIGARETTE LIGHTER ADAPTER PLUG WITH FUSE FOR VEHICLE DOCK. 5.5MM X 2.5MM PLUG (L10, ET8X)	10	17.40	174.00
	450040	ZEBRA EVM/EMC, POWER, US POWER ADAPTER CORD (L10,BC,B10,D10,XC6).	10	6.80	6.80
	C-MD-204	Low Profile Tilt Swivel Motion Device	10	65.87	658.70
	7160-1864	GAMBER JOHNSON, KEYBOARD AND TABLET MOUNT DESIGNED FOR ZEBRA ET85	10	164.49	1,644.90
		SUBTOTAL		3,655.01	36,550.10

East Ridge Police Department In-Car Tablet and Mounting Solutions

TECHNICAL SOLUTION – OPTIONAL VEHICLE MOUNTING

We offer optional Havis mounting solutions for East Ridge Police Department vehicles. After equipment delivery, we provide onsite installation support at no additional cost. The Havis configuration below has been tailored specifically for East Ridge to ensure consistency, durability, and ease of use.

Havis Motion Arm with Gamber Johnson Device Mount

This option combines a Havis motion arm that may already be in existing vehicles and not needed for purchase. The list below is for cases where all computer mount components must be purchased. It includes a motion arm that swivels from left to right, and the slide arm also slides out to be closer to the officer when needed. Savings can be obtained if East Ridge Police Department vehicles already have a side-mount pole and motion arm.

IMAGE	ITEM #	VEHICLE MOUNTING DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	C-MD-114	11" Slide Out Locking Swing Arm	10	193.49	1,934.90
	C-HDM-204	HAVIS, 8.5" Heavy-Duty Telescoping Pole, Side Mount, Short Handle	10	164.32	1,643.20
		SUBTOTAL		357.81	3,578.10

PAST PERFORMANCE/PROVEN RESULTS

East Ridge Police Department deserves technology tailored to its unique requirements. Rather than using a one-size-fits-all approach, Derry Software's proven results have positioned us as the supplier of choice for our clients, regularly exceeding our clients' expectations.

Other Agencies Derry Has Worked With

- Dade County Sheriff's Office, GA
- 3rd Judicial Drug Task Force, TN
- Carter County Sheriff's Office, TN
- Franklin County Sheriff's Office, TN
- Piperton Police Department, TN
- Hawkins County Sheriff's Office, TN

What Our Clients Say

I like Getac, but I love my Zebra!

Sergeant Chad Payne
Dade County Sheriff's Office
Georgia

*As a former Drug Unit Commander, I believe MSAT is crucial to tracking tips, offenders, and intelligence. As an investigator for the District Attorney's Office, it has shown to be **easier to prosecute cases where investigators have used MSAT to document their cases.***

Michael Logue
South Georgia District Attorney's Office

RESOLUTION NO. ____

AGENDA MEMORANDUM

APPOINTMENT TO THE EAST RIDGE BEER BOARD

NOVEMBER 13, 2025

Submitted by:



Jennifer Deitrick, City Clerk

An appointment to the East Ridge Beer Board is needed to fill an expiring term. Carnell Storie currently holds the position, with the term ending November 26, 2025.

Applications to fill the expiring term are being accepted through November 5, 2025. A resolution will be presented at the November 13, 2025 City Council meeting to memorialize Councilmember Ezell's appointment for a three-year term beginning November 27, 2025, and ending November 26, 2028.