

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

**AGENDA  
February 26, 2026  
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes February 12, 2026
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
  - A. **ORDINANCE NO. 1239** - 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 1408 SAN HSI DRIVE, TAX MAP #169K-J-009, FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (Continuation of First Reading of the Ordinance)
  - B. **ORDINANCE NO. 1242** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL SETTING THE COMPENSATION OF THE CITY COURT CLERK IN ACCORDANCE WITH TITLE 3, CHAPTER 5, SECTION 3-504 (2<sup>nd</sup> READING)
  - C. **ORDINANCE NO. 1243** - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE DESIGNATION OF THE ASSISTANT CITY MANAGER AND AMENDING ORDINANCE 1226 TO FUND THE POSITION FOR ASSISTANT CITY MANAGER (2<sup>nd</sup> READING)
  - D. Discussion of proposed Mobile Food Vending Ordinance
9. New Business
  - A. **RESOLUTION NO. 3785** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AWARDED A BID FOR THE 2026 STREET IMPROVEMENTS PROGRAM
  - B. **RESOLUTION NO. 3786** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A PARTNERSHIP AGREEMENT WITH D-BAT CHATTANOOGA
  - C. **RESOLUTION NO. 3787** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ALLOWING THE EAST RIDGE MIDDLE SCHOOL TO USE A SOCCER FIELD AND A SOFTBALL FIELD AT CAMP JORDAN AND WAIVE THE FEES FOR SUCH USAGE
  - D. **RESOLUTION NO. 3788** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ALLOWING THE EAST RIDGE NEEDY CHILD FUND TO USE CAMP JORDAN ARENA AND WAIVE THE FEES FOR SUCH USAGE

- E. **RESOLUTION NO. 3789** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PARKS AND RECREATION DEPARTMENT TO ADVERTISE FOR BIDS FOR THE REPLACEMENT OF THE LOWER ROOF OF THE EAST RIDGE COMMUNITY CENTER
- F. **RESOLUTION NO. 3790** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING A DONATION OF INDUSTRIAL-GRADE LAUNDRY EQUIPMENT FOR THE EAST RIDGE ANIMAL SHELTER
- G. **RESOLUTION NO. 3791** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE AMENDMENT ONE TO THE FEDERAL FISCAL YEAR 2026 TENNESSEE HIGHWAY SAFETY OFFICE (THSO) HIGH VISIBILITY ENFORCEMENT GRANT
- H. **RESOLUTION NO. 3792** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST IN THE AMOUNT OF \$14,168 FOR THE COMMUNITY CENTER EXPANSION PROJECT
- I. Discussion of Continuation, Expansion, or Removal of Elected Officials’ Eligibility to Participate in Certain City Benefit Programs Under Resolution No. 2340
- J. Discussion of Tentative Agenda for **March 12, 2026**, City Council Meeting (Attachment A)

10. Adjournment

**ATTACHMENT A**  
**TENTATIVE AGENDA**  
**March 12, 2026**

**8. Old Business:**

NONE

**9. New Business**

- A. **RESOLUTION NO. \_\_\_\_** - Short-term vacation rental certificate application for the property located at 188 John Arnold Avenue
- B. **RESOLUTION NO. \_\_\_\_** - Conditional Use Permit for a variance to the City's Sign Ordinance for an existing off-premise sign at the corner of Ringgold Road and Mack Smith Road
- C. **RESOLUTION NO. \_\_\_\_** - Chattanooga Autism Center request to use the East Ridge Community Center and waive the fees for such use
- D. **RESOLUTION NO. \_\_\_\_** - Optimist Club request to use Dickert Pond to hold a fishing rodeo and waive the fees for such use
- E. **RESOLUTION NO. \_\_\_\_** - Approval of a sponsorship agreement with Academy Sport
- F. Discussion and selection of top City Manager candidate

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

**February 12, 2026  
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on February 12, 2026, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Brian Williams called the meeting to order.

Pastor Jeff Baden of Hamilton 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, City Clerk Jennifer Deitrick

**Attendance:** Approximately 32 members of the public were present.

**Milestone Awards**

Mayor Williams recognized employees who had reached service milestones with the city:

- Robert Parker, Sanitation Department: 15 years
- Greg Beck, Police Department: 10 years
- Jamie Blevins, Parks and Recreation: 5 years

**Approval of Consent Agenda**

Mayor Williams explained that the Consent Agenda included approval of the updated minutes of January 22, 2026, and the declaration of surplus property. Councilmember Witt moved to approve the Consent Agenda. Vice Mayor Tyler seconded. There being no discussion, Mayor Williams called 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**

Mayor Williams opened the floor for citizen comments. No citizens came forward to address the Council.

**Communication from Councilmembers**

Councilmember Ezell reported attending a Community in Schools meeting at East Ridge High School. He noted that the program showed promising results for student improvement and encouraged continued support.

Councilmember Cagle shared that he attended a choir event at First Baptist Church downtown, where East Ridge Middle School participated alongside several other schools. He commended the East Ridge Middle School choir director for her excellent work with the students.

Mayor Williams stated that the Mayors' Legacy Celebration to honor former mayors through the installation of a commemorative plaque in City Hall and the Venue 1921 at East Ridge grand opening were held on February 7, 2026. He then announced the upcoming Parks and Recreation and City Library events and programs.

**Communication from City Manager**

City Manager Miller provided a progress update on the state-contracted paving on South Terrace, Community Center expansion project and Camp Jordan Arena improvements.

**Old Business**

**ORDINANCE NO. 1239 - 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 1408 SAN HSI DRIVE, TAX MAP #169K-J-009, FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT –  
Remove from the Table and Schedule Continuation of First Reading of the Ordinance**

City Attorney Litchford read the ordinance on caption. Mayor Williams stated that this item was previously tabled and required removal from the table to schedule continuation of the first reading.

Councilmember Witt moved to remove Ordinance No. 1239 from the table and schedule the continuation of the first reading for the February 26, 2026 regular business meeting. Vice Mayor Tyler seconded. Mayor Williams called 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. 1241 - 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 (2<sup>nd</sup> READING)**

City Attorney Litchford read the ordinance on caption. Finance Director Qualls noted that there have been no changes since the first reading.

Vice Mayor Tyler moved to approve Ordinance No. 1241. Councilmember Witt seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**New Business**

**ORDINANCE NO. 1242 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL SETTING THE COMPENSATION OF THE CITY COURT CLERK IN ACCORDANCE WITH TITLE 3, CHAPTER 5, SECTION 3-504 (1<sup>st</sup> READING)**

City Attorney Litchford read the ordinance on caption. Court Clerk Patricia Cassidy addressed the Council, requesting consideration of a salary adjustment for the court clerk position. She noted that it had been eight years since the last salary adjustment while court operations and compliance requirements have continued to expand. She requested a salary of \$72,500 and provided comparisons of salaries of court clerks in neighboring cities.

Councilmember Cagle moved to set the compensation of the City Court Clerk at \$65,000 per year and to provide the option to enroll in the City's insurance benefits program. Vice Mayor Tyler seconded.

Councilmember Witt moved to amend the motion to set the compensation of the City Court Clerk at \$70,000 per year and to remove the option to enroll in the benefits program. Councilmember Ezell seconded.

Following discussion, Mayor Williams called for a roll call vote to amend the motion. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

Following further discussion, Mayor Williams called for a roll call vote on the motion as amended. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**ORDINANCE NO. 1243 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE DESIGNATION OF THE ASSISTANT CITY MANAGER AND AMENDING ORDINANCE 1226 TO FUND THE POSITION FOR ASSISTANT CITY MANAGER (1<sup>st</sup> READING)**

City Attorney Litchford read the ordinance on caption. City Manager Miller explained that in preparation for his retirement on February 27, 2026, he has appointed Fire Chief Mike Williams as Assistant City Manager effective immediately. Upon City Manager Miller's departure, Chief Williams would become Interim City Manager while continuing to serve as Fire Chief until a new City Manager is appointed and recommended additional compensation of \$1,000 per month for Chief Williams when he assumes the interim position.

Councilmember Cagle moved to approve Ordinance No. 1243 and provide additional compensation of \$1,000 per month. Councilmember Witt seconded.

City Attorney Litchford stated that the Council needs to make a determination on whether the Assistant City Manager title would be removed and that position would be vacated and unfunded upon hiring a City Manager.

Councilmember Cagle amended the motion to approve City Manager Miller's designation of Fire Chief Mike Williams as Assistant City Manager and Chief Williams will receive additional compensation of \$1,000 per month while serving as Interim City Manager upon Mr. Miller's retirement. Upon the appointment of the new City Manager, the title of Assistant City Manager and Interim City Manager will be removed, and the positions will be vacated. Councilmember Witt seconded.

Mayor Williams called for a roll call vote to amend the motion. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

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

**RESOLUTION NO. 3782 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A REQUEST TO OPERATE A HOTEL AT THE PROPERTY LOCATED AT 6101 RINGGOLD ROAD, TAX MAP #169L-F-043.01, LOCATED WITHIN THE C-2 GENERAL COMMERCIAL DISTRICT, IN ACCORDANCE WITH CITY CODE, ARTICLE V, SECTION 1203 TITLED USES PERMITTED ON REVIEW**

City Attorney Litchford read the resolution on caption. Chief Building Official Howell presented the request from Eric and Christy Chapman to operate a four-unit hotel in an existing two-story building at 6101 Ringgold Road. He noted that under the C-2 district, the owners could currently establish a business on the ground floor with residential units above without Council approval.

Christy Chapman explained plans to develop a boutique hotel with themed rooms. She noted this would be the first phase, with potential expansion to 10-12 units when the current Check Into Cash lease expires in two years.

Councilmembers expressed concerns about traffic, parking, and extended-stay housing.

Councilmember Witt moved to approve Resolution No. 3782 with conditions to limit to four units in the existing building and to not allow extended stays. Vice Mayor Tyler seconded.

Councilmembers and City Manager Miller discussed the eligibility of a façade grant and Border Region agreement.

There being no further discussion, Mayor Williams called 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. 3783 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER NO. 1 FOR THE JOHN ROSS ROAD RESURFACING PROJECT**

City Attorney Litchford read the resolution on caption. Development Director McAllister presented Change Order No. 1 for the John Ross Road resurfacing project, explaining that consultant errors resulted in a project cost overrun of \$19,308.67.

Vice Mayor Tyler moved to approve Resolution No. 3783. Councilmember Ezell seconded. There being no discussion, Mayor Williams called 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. 3784 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AMENDING RESOLUTION NO. 2634 ADOPTING A REVISED PUBLIC RECORDS POLICY FOR THE CITY OF EAST RIDGE, TENNESSEE**

City Attorney Litchford read the resolution on caption and explained that the amendments to the Public Records Policy make it consistent with state law by allowing the submission of open records requests through various methods. Additionally, a dedicated email address will be established for open records requests, providing better continuity as staff changes over time.

Councilmember Witt moved to approve Resolution No. 3784. Vice Mayor Tyler seconded. Following brief discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously

**Selection of Dates for Public Interviews of City Manager Candidates**

City Manager Miller outlined the process and timeline for selecting a new City Manager. After discussion Council agreed to the following schedule:

- March 4-5, 2026: Mayor and Councilmembers one-on-one interviews with City Manager candidates
- March 5, 2026: Called meeting for public interviews with City Manager candidates
- March 12, 2026: Regular Council meeting where selection of top candidate could be made
- March 26, 2026: Potential approval of contract with selected candidate

City Manager Miller noted this timeline would allow a new City Manager to potentially start by May 1, 2026, which would align well with the budget process.

**Discussion of Tentative Agenda for the February 26, 2026 City Council Meeting (See Attachment A)**

**ATTACHMENT A  
TENTATIVE AGENDA  
February 26, 2026**

**Old Business**

**ORDINANCE NO. 1239 - 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 1408 SAN HSI DRIVE, TAX MAP #169K-J-009, FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (CONTINUATION OF 1<sup>st</sup> READING)**

No discussion.

**ORDINANCE NO. 1242 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL SETTING THE COMPENSATION OF THE CITY COURT CLERK IN ACCORDANCE WITH TITLE 3, CHAPTER 5, SECTION 3-504 (2<sup>nd</sup> READING)**

No discussion.

**ORDINANCE NO. 1243 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE DESIGNATION OF THE ASSISTANT CITY MANAGER AND AMENDING ORDINANCE 1226 TO FUND THE POSITION FOR ASSISTANT CITY MANAGER (2<sup>nd</sup> READING)**

No discussion.

**Discussion of proposed Mobile Food Vending Ordinance**

Chief Building Official Howell stated that the updated draft ordinance will be presented to Council for review and will then be forwarded to Planning Commission for formal review and recommendation for final consideration.

**New Business**

**RESOLUTION NO. \_\_\_\_\_ - Partnership agreement with D-bat Chattanooga**

City Manager Miller stated that this is a continuation of the agreement with D-bat Chattanooga for the upcoming season of softball and baseball.

**RESOLUTION NO. \_\_\_\_\_ - Request to allow East Ridge Needy Child Fund to use Camp Jordan Arena and to waive the rental fee**

City Manager Miller stated that this is for a fundraiser for the Needy Child Fund. Councilmember Cagle questioned the start and end time listed for the event. City Manager Miller stated that he will confirm the times with Parks and Recreation Director Skiles.

**RESOLUTION NO. \_\_\_\_\_ - Request to allow East Ridge Middle School to use a soccer and softball field and to waive the rental fee**

City Manager Miller stated East Ridge Middle School has requested the use of a soccer and a softball field at Camp Jordan Park for the Spring and Fall seasons of 2026 and for the City to waive the rental fees.

**RESOLUTION NO. \_\_\_\_\_ - Approval to solicit bids for the replacement of the East Ridge Community Center lower roof**

City Manager Miller stated that the Community Center lower roof needs to be replaced and staff are requesting authorization to proceed with the bidding process.

**RESOLUTION NO. \_\_\_\_\_ - Award of Bid for the 2026 Street Resurfacing Program**

City Manager Miller stated that the bid opening is scheduled for February 17, 2026. ASA Engineering will then review the bids and provide a recommendation to the City. He confirmed that the unfinished and partially finished roads from the 2025 Street Resurfacing Program will be included at the top of the 2026 list.

Mayor Williams requested an item to discuss Resolution 2340 regarding elected officials' participation in the City's insurance benefits program.

**Adjournment**

There being no further business, the February 12, 2026, Regular Meeting of the City Council of the City of East Ridge was adjourned at 7:59 p.m.

APPROVED:

\_\_\_\_\_  
MAYOR

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

**ORDINANCE NO. 1239**

AGENDA MEMORANDUM

Rezone

Date: February 26, 2026

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On December 1, 2025, Allen Jones of Stone Creek Consulting submitted a petition to the East Ridge Planning Commission to rezone the parcel located at 1408 San Hsi Drive (Tax Map # 169K J 009) from C-2 General Commercial District to R-2 Residential Duplex District.

The City Council discussed the request to rezone the parcel on January 8, 2026. During this meeting, the rezone request was tabled pending the completion of a stormwater analysis. At the City Council meeting on February 12, 2026, the council removed the rezone request from the table, scheduling the continuation of the first reading for the February 26, 2026, city council meeting.

**ORDINANCE NO. 1239**

**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 1408 SAN HSI DRIVE, TAX MAP #169K-J-009, FROM C-2 GENERAL COMMERCIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT**

**WHEREAS**, Allen Jones with Stone Creek Consulting 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 1408 San Hsi Drive, Tax Map #169K-J-009, from C-2 General Commercial District to R-2 Residential Duplex District. The property is more particularly described as follows:

*Lot 4, Block 5, Highway Park Subdivision, as shown on plat of record in Plat Book 10, Page 34, in the Register's Office of Hamilton County, Tennessee. Tax Map #169K-J-009*

**WHEREAS**, the East Ridge Planning Commission held a public hearing on this petition on December 1, 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 December 1, 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 January 8, 2026, 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 1408 San Hsi Drive, Tax Map #169K-J-009, from R C-2 General Commercial 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 \_\_\_\_\_, 2026

Approved on Second Reading \_\_\_\_\_, 2026

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

ATTEST:

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

APPROVED AS TO FORM:

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



February 6, 2026

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

Scott Miller  
City Manager  
City of East Ridge  
15717 Tombras Avenue  
East Ridge, Tennessee 37412

RE: Proposed Development of 1408 San Hsi Drive

Subject: Stormwater Assessment

Dear Mr. Miller,

Per your request, Asa Engineering and Consulting, Inc. performed a stormwater assessment of the proposed development at 1408 San Hsi Drive in the City of East Ridge, Tennessee (attached Exhibit A) to determine if the existing stormwater infrastructure (attached Exhibit B) has the capacity to handle the increase in stormwater runoff volume associated with the development.

Based on our inspection of the existing drainage infrastructure, our understanding of the proposed development, and our research of flooding in the immediate area, we find the increase in stormwater runoff volume to be negligible and the existing stormwater infrastructure sufficient to handle the increase in stormwater volume from the proposed development.

Should you have questions or need additional information, please contact me.

Respectfully  
**Asa Engineering and Consulting, Inc.**

A handwritten signature in black ink, appearing to read 'J. Sikes', is positioned above the printed name.

Jeff A. Sikes  
Exec. Vice President | Senior Projects Manager



**PROPERTY INFORMATION:**  
 OWNER: F&J COLLECTIVE LLC  
 ADDRESS: 1408 HSI SAN DR  
 TAX MAP #: 08K J008  
 DISTRICT: EAST RIDGE

**EXISTING ZONE:** C-C  
**PROPOSED ZONE:** R-2  
**AREA FOR REZONE:** 0.18 ACRES  
**PROPOSED USE:** 2 RESIDENTIAL UNITS  
**PROPOSED DENSITY:** 1:1 UNITS/ACRE  
**PROPOSED PARKING:** 4 SPACES

**SURVEY INFORMATION:**  
 BOUNDARY INFORMATION FROM HAMILTON COUNTY GIS DATA  
 PROPERTY IS LOCATED WITHIN THE 100 YEAR FLOOD AREA



# 1408 San Hsi Dr - Rezoning Site Plan

SCALE: 1" = 20'



**Record No: RZON-25-13**

Zone Application

Status: Active

Submitted On: 11/4/2025

**Primary Location**

1408 SAN HSI DR  
EASTRIDGE, TN 37412

**Owner**

No owner information

**Applicant**

 Allen Jones

 919-793-4077

 allen@stonecreekconsultingllc.c

 PO Box 2067

Dunlap, TN 37327

**Applicant Information**

**Applicant Name\***

Allen Jones

**Applicant Address\***

PO Box 2067, Dunlap, TN 37327

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

919-793-4077

**Date of Application\***

11/04/2025

**Property Information**

**Property Address\***

1408 San Hsi Dr

**Tax Parcel Number\***

169K J 009

**Current Property Zoning**

C-2 General Commercial District

**Requested Zoning\***

R-2 Residential Duplex District

**Requested Rezone Purpose\***

1408 San Hsi Dr is zoned C-C and the request is to rezone the property to R-2 for the development of a duplex. Although the property is only 50 ft wide, it is a buildable lot for residential use since it is a lot of record dating back to 1926. This area was historically zoned LB (Local Business District) before the City of East Ridge adopted a new zoning district in 1998 establishing the C-2 district. As you can tell from the zoning map, a 600 +/- corridor was zoned commercial following Ringgold Rd. The proposed duplex use is a good transition from commercial activity to the south and the single-family homes to the north. The adjacent residential homes are legal non-conforming since they are located within the C-2 zone.

## Additional Information

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

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

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

## Acknowledgement

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

Signature\*

 Allen Jones  
Nov 4, 2025

## Timeline

Item	Activated	Completed	Assignee	Due Date	Status
Application Fee	11/4/2025, 5:52:50 PM	11/4/2025, 5:53:53 PM	Allen Jones	-	Completed
Intake Review	11/4/2025, 5:53:54 PM	11/5/2025, 8:02:16 AM	Melissa Mahoney	-	Completed
Planning Commission	11/5/2025, 8:02:17 AM	12/3/2025, 10:03:22 AM	Michael Howell	-	Completed
City Council	12/3/2025, 10:03:23 AM	-	Michael Howell	-	Active
Decision Letter	-	-	-	-	Inactive

## Planning Commision

Record No.RZON-25-13

Status Completed

Became Active November 5, 2025

Type Approval

Due Date None

Assignee Michael Howell

## Record No: RZON-25-13

Rezone Application

Status: Active

Submitted On: 11/4/2025

### Primary Location

1408 SAN HSI DR  
EASTRIDGE, TN 37412

### Owner

No owner information

### Applicant

 Allen Jones  
 919-793-4077  
 allen@stonecreekconsultingllc.com  
 PO Box 2067  
Dunlap, TN 37327

# Messages

**Michael Howell**

December 2, 2025 at 9:31 am

Allen, If you would like to move forward with the rezoning request for City Council review, please respond to this message accordingly.

**Michael Howell**  Internal

December 2, 2025 at 9:32 am

Planning Commission approved the request to rezone on 12-1-2025

**Allen Jones**

December 2, 2025 at 11:17 pm

Yes, I would like to move forward with the rezoning request for City Council Review. Please let me know the dates. Thanks.

**Michael Howell**

December 3, 2025 at 9:01 am

Allen, Thank you! The first reading, along with the public hearing, will take place during the January 8th, 2026, city council meeting. If the rezone is approved on the first reading, the second and final reading will take place on January 22nd, 2026.

## Step Activity

OpenGov system activated this step

11/05/2025 at 8:02 am

OpenGov system assigned this step to Michael Howell

11/05/2025 at 8:02 am

Michael Howell approved this step

12/03/2025 at 10:03 am



# Zoning Change Application Form

<b>CASE NUMBER: 2025-0187</b>		<b>Date Submitted: 10/20/2025</b>	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
<b>1 Applicant Request</b>			
Rezoned From: C-2		Rezoned To: R-2	Total acres in request area: 0.18
<b>2 Applicant Requested Conditions</b>		Yes:	No: <input checked="" type="checkbox"/>
<b>3 Proposed Conditions – Attach a separate page if conditions won't fit in this box</b>			
None			
<b>4 Property Information</b>			
Property Address: 1408 San Hsi Dr		Property Tax Map Number: 169K-J-009	
<b>5 Proposed Development</b>			
Reason for request/Project description:	Duplex		
<b>6 Site Characteristics</b>			
Current Use:	Vacant		
Adjacent Uses:	Auto Shop, Car Wash, Single Family		
<b>7 Applicant Information</b>			
Name: Stone Creek Consulting LLC (c/o Allen Jones)			
Address (street, city, state, zip): P. O. Box 2067, Dunlap, TN 37327			
Phone: 919-793-4077		Email: allen@stonecreekconsultingllc.com	
Primary Contact (if different than applicant information):			
Address (street, city, state, zip):			
Phone:		Email:	
<input type="checkbox"/> ← If the Applicants Information is the same as the Property Owners, please check the box to the left.			
<b>8 Property Owner Information</b> Only fill out this section if applicant is <b>not</b> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: F & J Collective LLC			
Address (street, city, state, zip): [REDACTED]			
Phone: [REDACTED]		Email: [REDACTED]	
<b>9 Applicant Signature and Consent</b>			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: <u>See Submitted Application</u>		Date: _____	
<b>Office Use Only:</b>			
<b>Checklist</b>			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> Ownership Authorization	
<input checked="" type="checkbox"/> Property Cards	<input checked="" type="checkbox"/> Deeds	<input checked="" type="checkbox"/> Plats	
<input checked="" type="checkbox"/> Application Fee: \$150	<input type="checkbox"/> Cash	<input checked="" type="checkbox"/> Credit	<input type="checkbox"/> Check
<input checked="" type="checkbox"/> Notice signs	Number of notice signs: 1		
Municipality: East Ridge	Planning District: 6	Neighborhood: None	
County Commission District: 8	City Council District: 0		
PC meeting date: December 8, 2025	Application processed by: Jennifer Ware		
<u>Staff Recommendation :</u>	<u>PC Action/Date:</u>	<u>Legislative Action/Date/Ordinance:</u>	

October 20, 2025

Re: Zoning Application Narrative  
1408 San Hsi Dr

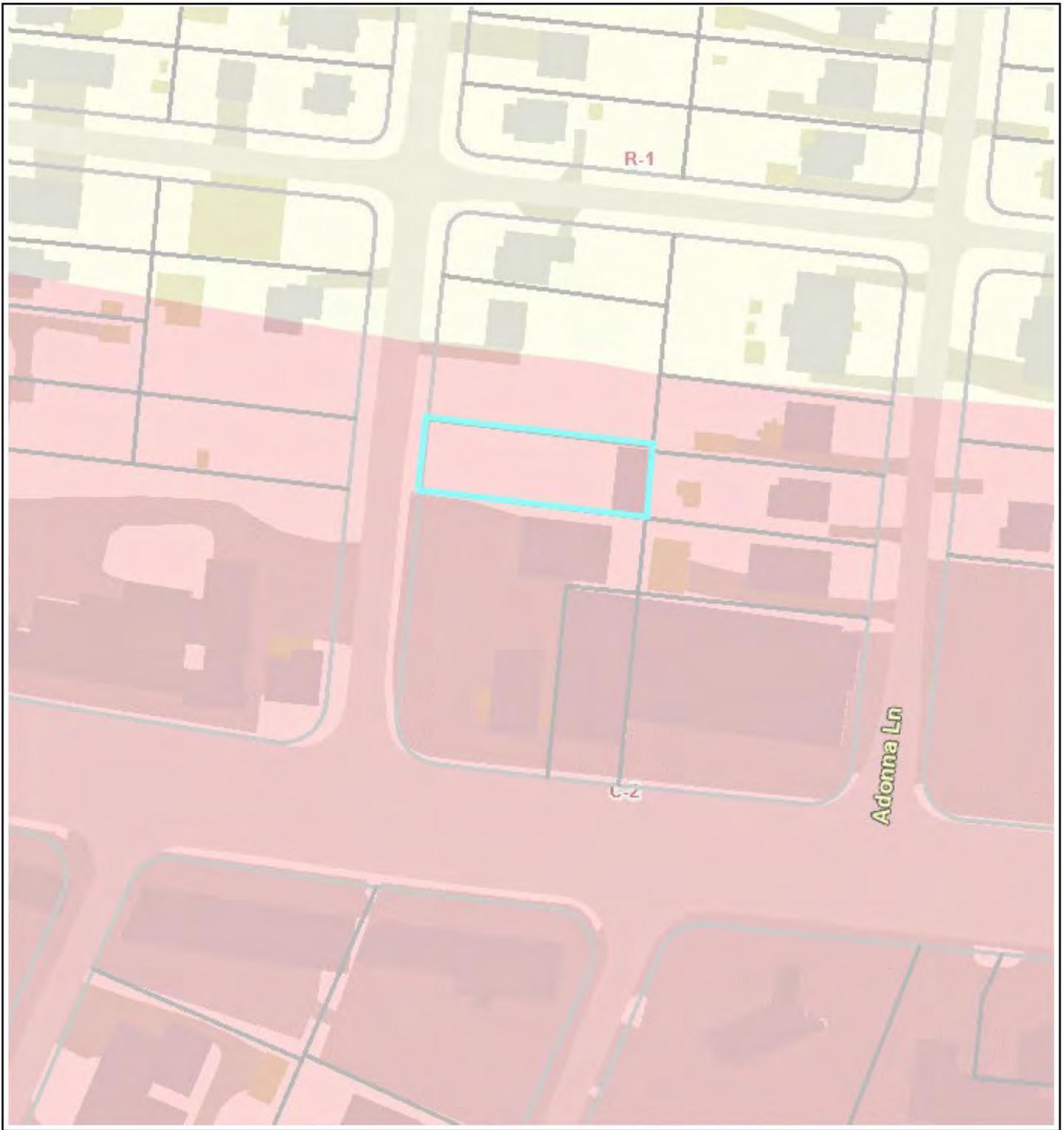
1408 San Hsi Dr is zoned C-C and the request is to rezone the property to R-2 for the development of a duplex. Although the property is only 50 ft wide, it is a buildable lot for residential use since it is a lot of record dating back to 1926. This area was historically zone LB (Local Business District) before the City of East Ridge adopted a new zoning district in 1998 establishing the C-2 district. As you can tell from the zoning map, a 600 +/- corridor was zoned commercial following Ringgold Rd. The proposed duplex use is a good transition from commercial activity to the south and the single-family homes to the north. The adjacent residential home are legal non-conforming since they are located within the C-2 zone. The property is located in the 100-year flood zone, so the structure will need to be elevated 1 foot above the base flood elevation.

Sincerely,

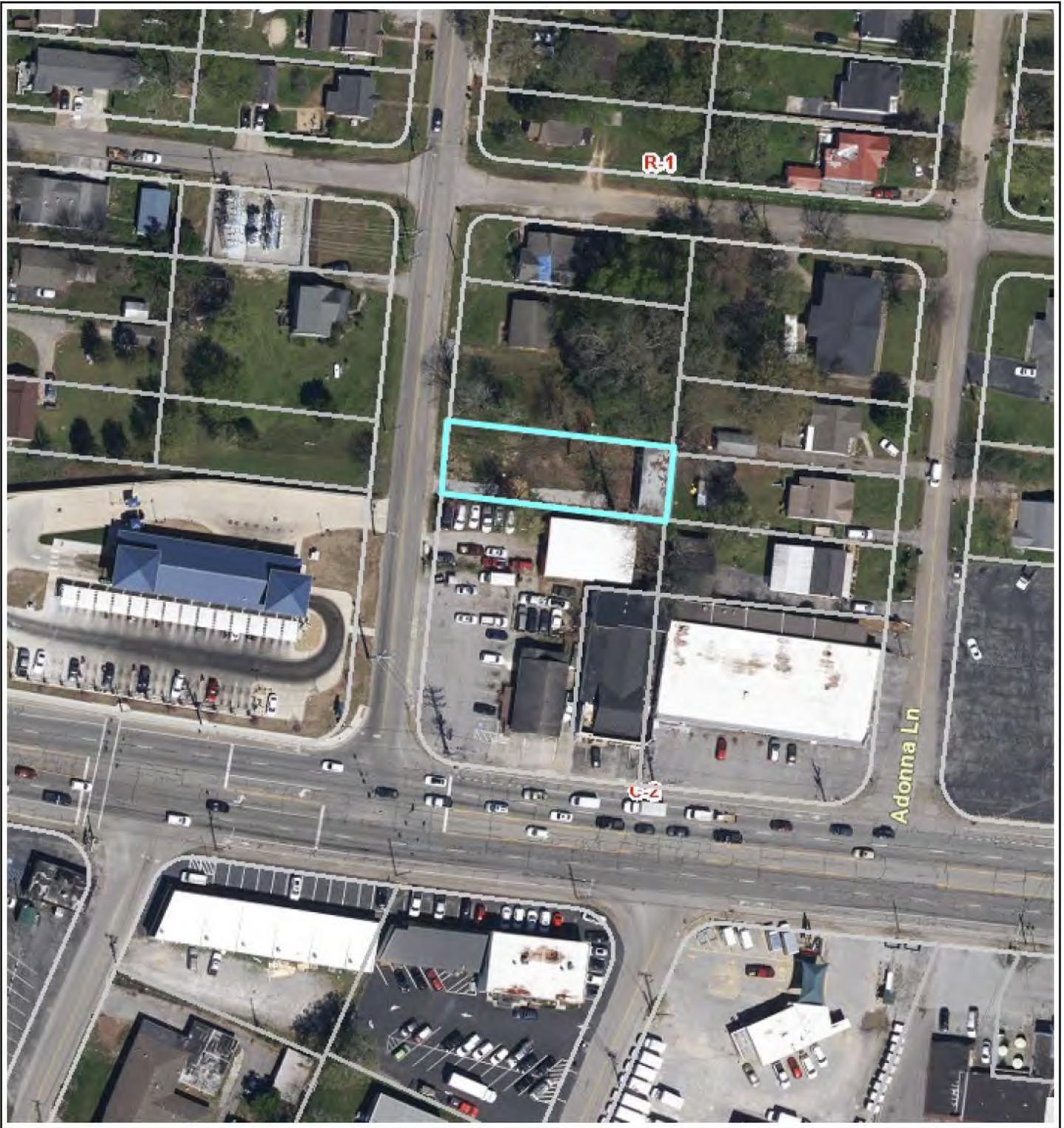


Allen Jones, PLA

# 2025-0187 Rezoning from C-2 to R-2



2025-0187 Rezoning from C-2 to R-2



**Chattanooga-Hamilton County Regional Planning Agency**

**PLANNING COMMISSION STAFF REPORT**

<b>CASE NUMBER:</b> 2025-0187	<b>APPLICANT:</b> Stone Creek Consulting LLC (c/o Allen Jones)	<b>PROPERTY OWNER:</b> F & J Collective LLC
<b>PROPERTY ADDRESS:</b> 1408 San Hsi Dr.	<b>TAX MAP PARCEL ID:</b> 169K-J-009	<b>JURISDICTION:</b> East Ridge
<b>SIZE OF PROPERTY:</b> 0.18 acres	<b>REQUEST:</b> Rezone from C-2 General Commercial District to R-2 Residential Duplex District for a duplex.	

**PROPERTY DESCRIPTION**

<b>EXISTING LAND USE</b> Vacant	<b>SURROUNDING LAND USES</b> <u>North:</u> Single-Unit Detached Residential <u>East:</u> Single-Unit Detached Residential <u>South:</u> Commercial <u>West:</u> Vacant		<b>ACCESS</b> San Hsi Drive
<b>TRANSPORTATION</b> San Hsi Drive is a local road.	<b>PROPOSED RESIDENTIAL DENSITY</b> 11 du/ac (2 units)	<b>ADJACENT RESIDENTIAL DENSITY</b> ~ 4 du/ac	<b>NATURAL RESOURCES</b> The site is in the 100-year floodplain.

**ZONING**

<b>ZONING HISTORY</b>	<ul style="list-style-type: none"> <li>• There is no recent zoning history for the site.</li> <li>• Case 2023-0166 located at 1317 San Hsi Drive applied to rezone from R-1 to C-5. The application was denied by the East Ridge City Council.</li> <li>• Case 2017-0188 located at 1403 Sewanee Drive was rezoned from C-2 and R-1 to R-1 (Ordinance #1062).</li> </ul>
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<b>ZONE DISTRICT COMPATIBILITY</b>	<b>USE</b>	<b>CURRENT C-2 ZONE</b>	<b>PROPOSED R-2 ZONE</b>
	Single-Unit Detached Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Two-Unit Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Unit Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<b>DEVELOPMENT STANDARDS</b>	<b>CURRENT C-2 ZONE</b>	<b>PROPOSED R-2 ZONE</b>
	Lot Size	N/A	10,000 sf
	Lot Frontage	N/A	75'
Setbacks	Front: 25' Side: 10' Rear: 25' when adjacent to R-1, R-2, R-3, R-5, RZ-1, and RT-1	Front: 25' Side: 10' Rear: 25'	
Building Height	No Building shall exceed in height the shortest distance from Building to nearest boundary of an R-1, R-2, R-3, RZ-1, or RT-1	2.5 stories or 35'	

**DISCUSSION OF STAFF RECOMMENDATION**

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<b>COMPATIBILITY WITH ADJACENT LAND USES</b> The site is surrounded by commercial and residential land uses. There is a duplex north of the site at 1318 San His Drive. The proposed zone allows for other uses which are compatible with surrounding uses.
---	--

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	<b>COMPATABILITY WITH DEVELOPMENT FORM</b> The request is consistent with the scale and character of the surrounding residential development. The proposed use will result in a lower intensity of development than what is typically permitted in the C-2 zone, ensuring that the overall form and character of the area are maintained.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments	<b>CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT</b> There are no nuisance concerns. The request is a downzoning of property.



# City of East Ridge

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

Department of Building and Codes

DATE: November 21st, 2025  
TO: Planning Commission Members  
FROM: Building and Codes Department  
SUBJECT: Rezone

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Applicant: Stone Creek Consulting LLC (c/o Allen Jones)

Location: 1408 San Hsi Drive  
Tax Map Number: 169K J 009

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Consider the request of Alen Jones to have the property located at 1408 San His Drive rezoned from C-2 Commercial District to R-2 Residential Duplex District to construct a duplex.

No compatibility challenges identified.

1. The proposed duplex use aligns with the predominant residential character of San Hsi Drive. Adjacent residential and mixed-use areas suggest that introducing another duplex will blend with existing development rather than disrupt it.
2. The request to rezone represents a reduction in land-use intensity, decreasing potential noise, lighting, and traffic impacts compared to permitted C-2 commercial uses. The request is a downzoning of the property. Note: STVRs would be allowed in an R-2 district if approved.
3. There are several existing duplexes in the area that are legal nonconforming, being zoned R-1, constructed before ordinance 481 went into effect, indicating a historical mix of residential types.
4. Setback and height standards of the R-2 district will ensure compatibility with adjacent single-family homes. Although the parcel does not meet the current size and frontage requirements, the parcel is a lot of record and is a buildable lot. The duplex form and scale align with existing residential structures along San Hsi Drive
5. The rezoning request supports the ongoing residential stability of San Hsi Drive by allowing a modest duplex development consistent with the surrounding area's form and character. The downzoning from C-2 to R-2 represents a balanced planning approach, encouraging appropriate residential infill while reducing potential commercial encroachment into established neighborhoods, creating a transitional zoning from commercial to high-density residential.

The proposed rezone aligns with the guidelines of Resolution 3517, which aims to protect single-family residential neighborhoods.

**Brian Williams**  
Mayor

**David Tyler**  
Vice-Mayor

**Jacky Cagle**  
Councilmember

**Andrea Witt**  
Councilmember

**Jeff Ezell**  
Councilmember

**J. Scott Miller**  
City Manager

**ORDINANCE NO. 1242**

**Patricia Cassidy**  
COURT CLERK

**Terrie Leidholt**  
DEPUTY CLERK



**Tracy Cox**  
JUDGE

**Kristi Cato**  
CLERK

**Municipal Court**  
**City of East Ridge**

*1517 Tombras Avenue  
East Ridge, Tennessee 37412  
(423) 867-2701  
(423) 867-2712 FAX*

January 12, 2026

TO: Mayor & Members of the City of East Ridge Council

FROM: Patricia Cassidy, East Ridge Court Clerk

RE: Request for Agenda Placement – Salary Increase for the Elected Court Clerk

I respectfully request that consideration of a salary adjustment for the Elected Court Clerk position be placed on the agenda for the next City Council meeting. Tennessee County Court Clerks serving jurisdictions with populations comparable to the City of East Ridge are state mandated to earn no less than \$96,690.00 annually; however, I am requesting consideration of a significantly lower salary adjustment to approximately \$72,500.00, which reflects the compensation this position would receive if classified as a city employee rather than an elected office. Additionally, this position has not received a salary increase in the past eight years, despite increased responsibilities, workload, and cost-of-living impacts. I respectfully ask the Council to allow discussion and consideration of this matter at the upcoming meeting.

Respectfully submitted,  
*Patricia Cassidy, Court Clerk*  
City of East Ridge, Tennessee

**ORDINANCE NO. 1242**

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL SETTING THE COMPENSATION OF THE CITY COURT CLERK IN ACCORDANCE WITH TITLE 3, CHAPTER 5, SECTION 3-504**

**WHEREAS**, the East Ridge Municipal Code Title 3, Section 3-504 requires the City Council to set compensation of the City Court Clerk by ordinance prior to an election; and

**WHEREAS**, the compensation of the City Court Clerk shall not be increased or decreased during a single term of office; and

**WHEREAS**, the current elected Court Clerk, Patricia Cassidy, has requested that the position's salary be adjusted.

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

SECTION 1. The annual salary for the Elected Court Clerk is hereby set at \$\_\_\_\_\_, effective on the first pay period following the election of the City Court Clerk on November 3, 2026.

SECTION 2. The Finance Department is authorized and directed to make all necessary adjustments to implement this salary change.

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

Passed on First Reading \_\_\_\_\_, 2026

Passed on Second Reading \_\_\_\_\_, 2026

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

Attest:

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

Approved as to form:

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

## **City of East Ridge, Tennessee**

Office of the Elected Court Clerk

### **Salary Adjustment Request – Elected Court Clerk**

#### **Position Overview**

The Elected Court Clerk serves as the chief administrative officer of the Municipal Court and supports General Sessions matters. The position oversees court operations, statutory compliance, financial reporting, audits, records management, and staff coordination, functioning as a full-time department head with significant legal and operational responsibility.

#### **Experience & Tenure**

The undersigned has served as the Elected Court Clerk for the City of East Ridge for twelve (12) years, providing continuity, institutional knowledge, and consistent compliance with statutory and audit requirements.

#### **Workload & History**

Court operations and compliance requirements have expanded over time, including increased caseloads and reporting obligations. The Elected Court Clerk has not received a salary increase in eight (8) years.

#### **Salary Context**

Tennessee County Court Clerks serving jurisdictions with populations comparable to East Ridge are mandated by the state to earn no less than \$96,690 annually. While the City Court Clerk position is not subject to this mandate, it performs similar administrative and statutory functions. Comparable city-level responsibility aligns closer to \$72,500 annually.

#### **Requested Adjustment**

Current Salary: \$57,740

Requested Salary: \$72,500

#### **Organizational Benefit**

Approving this adjustment supports retention, continuity, and operational stability, while reinforcing the City's commitment to fair and equitable compensation.

## Elected Court Clerk – Compensation Context

<b>Category</b>	<b>Amount / Detail</b>
Current Salary	<b>\$57,740</b>
Requested Salary	<b>\$72,500</b>
Difference	<b>\$14,760</b>
Years Without Increase	<b>8 years</b>
Years of Service	<b>12 years</b>
State-Mandated County Clerk Minimum (Comparable Population)	<b>\$96,690</b>
Request Compared to Mandate	<b>\$24,190 below</b>

### **Key Framing Point:**

This request does **not** seek parity with county mandates. It seeks reasonable alignment with responsibility, experience, and city-level comparables.

# City of East Ridge, Tennessee

## City Court Clerk – Compensation Request Summary (One Page)

### Overview

The City Court Clerk is an elected official responsible for administration of the Municipal Court, including supervision of staff, financial accountability, official court records, and compliance with Tennessee law and municipal code. The Clerk supervises a two-person department and serves as the primary point of contact for the public, law enforcement, attorneys, and the judiciary.

### Service History

- Twelve (12) years of service as City Court Clerk
- Supervises one Deputy Clerk and one Administrative Assistant
- Eight (8) years with no salary increase

### Salary Comparison

Position / Scenario	Annual Salary
Current City Court Clerk Salary	\$57,740.00
COLA-Adjusted (City Employee Equivalent)	\$72,000.00
Requested Salary (Next Term)	\$72,500.00
State-Mandated County Clerk Minimum	\$92,690.00

### Key Considerations

- The requested salary of \$72,500.00 is only \$760 above the COLA-adjusted equivalent.
- The request remains more than \$20,000 below the State of Tennessee's mandated minimum for a comparable County Clerk.
- Compensation must be established by ordinance prior to the next term of office.
- The request is conservative, legally compliant, and fiscally responsible.



## FY 2027 Minimum Salaries

2.63% increase certified on 7/28/2025

Effective July 1, 2026 through June 30, 2027

Population Class	Mayors/ Executives	Highway	Sheriffs	Fee Officials	Assessors	Administrators of Elections
920,000+	211,706	201,625	201,625	183,295	183,295	164,966
500,000 - 919,999	201,339	191,751	191,751	174,319	174,319	156,887
400,000 - 499,999	193,038	183,846	183,846	167,133	167,133	150,420
275,000 - 399,999	187,857	178,911	178,911	162,646	162,646	146,381
250,000 - 274,999	176,447	168,045	168,045	152,768	152,768	137,491
225,000 - 249,999	170,224	162,118	162,118	147,380	147,380	132,642
200,000 - 224,999	164,002	156,192	156,192	141,993	141,993	127,794
175,000 - 199,999	157,780	150,267	150,267	136,606	136,606	122,945
150,000 - 174,999	151,559	144,342	144,342	131,220	131,220	118,098
125,000 - 149,999	145,334	138,413	138,413	125,830	125,830	113,247
100,000 - 124,999	139,110	132,486	132,486	120,442	120,442	108,398
65,000 - 99,999	136,000	129,524	129,524	117,749	117,749	105,974
50,000 - 64,999	130,815	124,586	124,586	113,260	113,260	101,934
35,000 - 49,999	120,443	114,708	114,708	104,280	104,280	93,852
23,000 - 34,999	116,296	110,758	110,758	100,689	100,689	90,620
12,000 - 22,999	111,677	106,359	106,359	96,690	96,690	87,021
0 - 11,999	105,324	100,309	100,309	91,190	91,190	82,071

*Highlighted  
New employee  
Bambrick*

Name	JobTitle	BaseSalary	HourlyRate	AnnualSalary
Ackermann, Alex	Police Officer	2220.12	26.43	57723.12
Adams, Brandon	Arena Maint. Worker	1687.20	21.09	43867.20
Adderholt, Kee D	Laborer	1617.60	20.22	42057.60
Ailey, Timothy L	Groundskeeper	1688.80	21.11	43908.80
Albright, Clayton	Volunteer Fire	0.00	0.00	0.00
Albright, Jaxon	Firefighter	1998.10	19.42	53509.12
Albright, Randy L	Deputy Chief	3270.46	39.69	85031.86
Alexander, Charles	Laborer	1400.00	18.03	37492.00
Alexander, Micah C	Police Officer	2346.12	27.93	60999.12
Alexander, Michael	Firefighter	1797.76	16.96	46741.76
Allen, Christopher	Police Officer	2265.48	26.97	58902.48
Ausdal, Jennie Van	Animal Contol Supervisor	2421.60	30.27	62961.60
Avans, Eric	Firefighter	1727.80	16.79	46270.48
Avans, Eric Sr.	Police Reserve	0.00	0.00	0.00
Ayers, Chadwick H	Park & Rec Director	2508.80	31.36	65228.80
Backer, Jacob	Firefighter	1977.96	19.22	52969.77
Bailey, Daniel	Police Officer	2177.28	26.70	59695.83
Bailey, Michael	Police Reserve	580.00	7.47	15532.40
Ballard, Andre L Sr	Sanitation Collector	1452.80	18.70	38905.98
Bambrick, Samuel	Police Reserve	0.00	0.00	0.00
Basham, Tyler	IT Technician	2250.40	28.97	60265.71
Beck, Gregory T	Police Lt	3067.75	37.23	79761.55
Bernard, Daniel F.	Firefighter	1775.50	19.22	52970.60
Blackburn, Matthew	Police Officer	2177.28	26.70	59695.83
Blevins, James D	Arena Maint. Worker	1581.60	19.77	41121.60
Bonanno, Phillip	Police Officer	2220.12	26.43	57723.12
Boss, Johnny	Park Attendant	1040.00	13.00	27040.00
Bowen, Eric T	Shift Commander	2626.68	25.52	70342.49
Bowen, Eric W Jr	Firefighter	1727.80	16.79	46270.48
Bowers, Amanda C.W.	Community Involvement Coordinator	1706.40	21.97	45697.39
Brackett, Ashley	Police Reserve	0.00	0.00	0.00
Branham, Della	School Patrol	1200.00	15.00	31200.00
Briselden, Kaleigh	Police Officer	2265.48	26.97	58902.48
Brown, Candace R	Records Clerk	1724.80	21.56	44844.80
Burgess, Devin	Police Officer	2177.28	26.70	59695.83
Burkhardt, James E	Fire Captain	2732.68	25.78	71049.68
Butterfield, Karina	Recreation Assistant	1576.00	20.29	42205.28
Cagle, Jacky L	Councilmember	600.00	0.00	7200.00
Carlton, Wesley	Sanitation Collector	1467.20	18.89	39291.62
Carter, Jennifer M.	Librarian Asst	1688.80	21.11	43908.80
Carter, Tyler		1040.00	13.39	27851.20

Cassidy, Patricia E  
 Cato, Kristi  
 Chadwick, Eric L  
 Chavez, Anthony  
 Clark, Brandon C  
 Cope, Christopher T  
 Cope, Roy  
 Cornelius, Makayla  
 Cox, Caleb  
 Cox, Jared  
 Cox, Tracy  
 Crawford, Ronnie D.  
 Creel, Joshua E  
 Cross, E Sue  
 Crowe, Jeffrey E  
 Custer, Kory  
 Darwin, Scott A  
 Daugherty, Allen  
 Daverson, Jason L  
 Davis, James T  
 Dean, Steven B  
 Deitrick, Jennifer  
 Dempsey, James  
 Dove, Brandy  
 Duncan, Jeff D  
 Dycus, Brandon  
 Estermyer, Ryan  
 Evans, Jacob  
 Everett, E Kay  
 Ezell, Jeff  
 Ezell, Travis W  
 Ezell, Tyler K  
 Finch, Thomas R  
 Fletcher, Melissa  
 Fraire, Abril  
 Gilbert, Christopher G.  
 Gilbert, Robert S  
 Gilliam, Benjamin  
 Gmuer, Raymond J  
 Goddard, Jonah  
 Goss, Perry D  
 Haddock, Michelle

Elected Court Clerk Official  
 Office Clerical  
 Police Officer/SRO  
 Police Officer/SRO  
 Firefighter  
 Firefighter  
 Firefighter  
 Police Officer  
 Police Officer  
 Firefighter  
 City Judge  
 Volunteer Fire  
 Assistant Police Chief  
 Administrative Assistant  
 Traffic Control Supervisor  
 Fire Lt  
 Police Officer  
 Sanitation Driver  
 Detective  
 Detective  
 Firefighter  
 City Recorder  
 Streets  
 Property & Evidence  
 Shift Commander  
 Firefighter  
 Police Officer  
 Groundskeeper  
 Aerobic Instructor  
 Councilmember  
 Volunteer Fire  
 Fire Lt  
 Firefighter  
 Records Clerk  
 Receptionist  
 Building Maint. Supervisor  
 Recreation Maint. Worker  
 Park Attendant  
 Maintenance  
 CSU  
 Truck Driver  
 Librarian Asst

2220.78  
 1400.00  
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 1947.20  
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 2686.40  
 2213.60  
 2456.16  
 1579.20  
 1681.60  
 2626.68  
 1998.10  
 2241.96  
 1440.00  
 0.00  
 600.00  
 0.00  
 2045.80  
 2463.44  
 1680.00  
 1400.00  
 2173.60  
 1454.40  
 1040.00  
 1772.00  
 2254.56  
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 46284.26  
 36000.00  
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 60257.60  
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 36400.00  
 56513.60  
 37814.40  
 28686.74  
 46072.00  
 61814.67  
 52146.02  
 30829.14

Hagood, Paul	Bldg Maintenance	1591.20	20.49	42612.34
Hanks, David	Volunteer Fire	0.00	0.00	0.00
Hannigan, Drew	Firefighter	2057.46	19.41	53493.96
Harris, Carson	Athletics Coordinator	1500.00	19.31	40170.00
Harvey, Steve	Park Attendant	0.00	14.32	29788.30
Hawks, Joseph G	Detective	2686.40	33.58	69846.40
Henson, Kent	Volunteer Fire	2126.23	22.35	61586.95
Hewitt, Ashley T	Police Lt	3098.40	38.73	80558.40
Hightower, Rance	Police Officer/SRO	2346.96	28.78	64348.06
Hinsch, Cory A	Police Sergeant	2711.52	33.25	74343.42
Holder, Victoria L	Codes Enforcement Officer	2251.20	28.14	58531.20
Howell, Michael W	Chief Building Official	2984.80	37.31	77604.80
Hullender, Jamey C	Sanitation Collector	1452.80	18.70	38905.98
Huskins, Joshua	Police Officer	2177.28	26.70	59695.83
Ingle, Clinton P	Sanitation Driver	2072.80	26.69	55509.58
Jacks, Andrew W	Groundskeeper	1820.00	23.43	48739.60
Jarvis, Helen	Librarian Asst	1040.00	13.00	27040.00
Johnson, Dakota	Police	2265.48	26.97	58902.48
Johnson, William E	Detective	2582.40	33.25	69156.67
Jones, John	Police Officer	2220.12	26.43	57723.12
Kainer, Corey	Animal Control Officer	1460.00	18.80	39098.80
Kimsey, Kristopher R	Fugitive Sergeant	2582.40	33.25	69156.67
Kirby, Toni	Police Officer	2177.28	26.70	59695.83
Kitchens, Ronald L.	Recreation Maint. Worker	1616.80	20.82	43297.90
Landrum, Robert D	CSU	2474.64	29.46	64340.64
Lapish, Noah	Park Attendant	1040.00	13.39	27851.20
Lawrence, Bobby	Codes Enforcement Officer	1760.00	22.00	45760.00
Lee, Bobby O	Sanitation Driver	2025.60	25.32	52665.60
Leidholdt, Terrie A	Deputy Court Ck	2060.80	25.76	53580.80
LeJeune, Jesse	Accounts Pay	2210.40	28.46	59194.51
Lewis, Joshua	Laborer	1400.00	18.03	37492.00
Lively, Stacy T.	Police Sergeant	2711.52	33.25	74343.42
Lonas, Rachel	Librarian Asst	1069.60	14.18	29503.14
Lowrance, Clayton	Police Officer	2220.12	26.43	57723.12
Magana, Eduardo	Police Officer	2265.48	26.97	58902.48
Mahaffey, Lacey	Police Officer	2265.48	26.97	58902.48
Mahoney, Melissa A	Administrative Assistant	2132.00	26.65	55432.00
Massengale, Eric L	Police Officer	2572.92	30.63	66895.92
Massengale, Johnny L	Training Sergeant	2582.40	33.25	69156.67
Mattos, Robin	Purchasing/Inventory Clerk	2080.00	26.00	54080.00
Maynor, Tanner	Park Attendant	1040.00	13.00	27040.00
McAllister, Cameron A.	Community Involvement Coordinator	2428.00	30.35	63128.00

McCain, Grady	Recreation Assistant	1071.20	13.79	28686.74
McCloud, Dylan	Police	2265.48	26.97	58902.48
McCrary, Cayden	Park Attendant	1040.00	13.00	27040.00
McKeel, William Edward Jr	Equipment Operator	1849.60	23.12	48089.60
McKibben, Darien L.	Sanitation Collector	1511.20	18.89	39291.20
Melasecca, Angelo	Firefighter	1727.80	16.79	46270.48
Melasecca, Anthony	Firefighter	2057.46	19.41	53493.96
Miller, John S	City Manager	5283.19	66.04	137362.94
Miller, William	Police Officer	2265.48	26.97	58902.48
Miracle, Myra L	Records Clerk	1662.40	21.40	44519.07
Mueller, Jonathan	Firefighter	1727.80	16.79	46270.48
Nave-Tucker, Catherine Kelly	Librarian Asst	1172.00	15.54	32327.78
Neighbors, Zach	Police Officer	2155.44	26.43	59097.03
Newberry, Mason	Firefighter	1727.80	16.79	46270.48
Oxford, Jeremy	Police Officer	2220.12	26.43	57723.12
Parker, Robert L	Sanitation Supervisor	2350.05	29.38	61101.30
Parks, Daniel	Sanitation Driver	2045.60	25.57	53185.60
Parr, Andrew	School Patrol	1200.00	15.00	31200.00
Partin, Dakota	Police Officer	2241.96	26.69	58290.96
Pate, Clarence F	Volunteer Fire	0.00	0.00	0.00
Pauley, Cory	Firefighter	2078.66	19.61	54045.16
Payne, Susan N	Animal Control Officer	1614.40	20.79	43233.63
Peters, Chris S	Fire Lt	2487.82	23.47	64683.32
PettyJohn, Michael	Codes Enforcement Officer	1782.40	22.95	47732.67
Qualls, Dorothy Diane	Finance Director	4186.74	50.81	108855.34
Resendiz, Alan	Police	2265.48	26.97	58902.48
Rhudy, Stephen M. Jr	Police Officer	2711.52	33.25	74343.42
Rice, Logun	Groundskeeper	1440.00	18.00	37440.00
Rice, Luketa R.	Custodian	1404.00	17.55	36504.00
Roberts, Douglas	Police Reserve	0.00	0.00	0.00
Rogers, Paul D	Sanitation Driver	1947.20	25.07	52146.02
Rogers, Steaven D	Police Lt	3067.75	37.23	79761.55
Romans, Dustin	Police Officer	2241.96	26.69	58290.96
Saffles, Tommy E	Traffic Control Technician	1900.00	23.75	49400.00
Saintaude, Matrika M.	Administrative Assistant	2100.00	26.25	54600.00
Seward, Jacob N	Sanitation Driver	2025.60	25.32	52665.60
Sheriff, David	Firefighter	1727.80	16.79	46270.48
Sherrill, Jonathan	Arena Maint. Worker	1440.00	18.00	37440.00
Sinigaglio, Michelle	Human Resources Manager	3395.70	41.21	88288.30
Skiles, Shawwna M	Community Center Mgr/Athletic Supervisor	3196.30	38.79	83103.70
Sloan, Jess E	Fire Captain	2463.44	23.24	64049.44
Smith, Clayton G.	Police Sergeant	2820.72	33.58	73338.72

Spear, Hannah	Community Center Mgr/Athletic Supervisor	1847.20	23.09	48027.20
Spires, Timothy	Volunteer Fire	2368.80	30.79	2368.80
Stojnic, Sinisa	Detective	2582.40	33.25	69156.67
Swope, Logan	Firefighter	2057.46	19.41	53493.96
Szydlowski, Mark V	Police	2220.12	26.43	57723.12
Taggart, Priscilla	School Patrol	1452.80	18.70	38905.98
Tate, Kyle Lebron	Recreation Maint. Worker	1661.60	21.39	44497.65
Tucker, Alex F	Librarian Asst	1108.00	15.28	31784.90
Tyler, David	Councilmember	600.00	300.00	7200.00
Uselton, Clinton W	Police Chief	4312.82	52.34	112133.22
Valderaz, Manuel	Police Officer	2177.28	26.70	59695.83
Vaughn, Ashleigh	Animal Control Officer	1519.20	18.99	39499.20
Vaughn, Thomas C	Asst. Street Supervisor	2425.03	29.43	63050.83
Viland, Tara	Venue Manager	2500.00	31.25	65000.00
Wade, Robert O	Detective	2686.40	33.58	69846.40
Weaver, Marcus	Sanitation Driver	1928.00	24.82	51631.84
Weaver, Patricia J	Head Librarian	2376.80	29.71	61796.80
Whitmire, Gregory	Park Attendant	1318.40	16.48	34278.40
Williams, Brian	Mayor	1000.00	0.00	12000.00
Williams, Joshua L	Firefighter	2213.28	21.51	59271.64
Williams, Michael L	Fire Chief	4087.20	51.09	106267.20
Wilson, David A	Police Officer	2241.96	26.69	58290.96
Wilson, Megan E	Station Officer	2231.20	28.73	59751.54
Witt, Andrea M.	Councilmember	600.00	0.00	7200.00
Yarbrough, Matthew	Athletics Coordinator	1500.00	19.31	40170.00



**Patricia Cassidy**

---

**From:** Alicia Donahue <adonahue@redbanktn.gov>  
**Sent:** Friday, January 23, 2026 10:53 AM  
**To:** Patricia Cassidy; Rachel Shuttles; Alexis Wright  
**Subject:** Re: Salaries

**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.

I was going to say the same thing Rachel did about it being public record. Mine has not been updated on that website. Mine is \$58,962.00.

[REDACTED]



*Alicia Donahue*

Court Clerk  
Red Bank Municipal Court  
3117 Dayton Boulevard  
Red Bank, TN 37415  
Ph: 423-874-0055  
Fax: 423-875-8767

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---

**From:** Patricia Cassidy <pcassidy@eastridgetn.gov>  
**Sent:** Friday, January 23, 2026 10:10 AM  
**To:** Rachel Shuttles <rshuttles@collegedaletn.gov>; Alicia Donahue <adonahue@redbanktn.gov>; Alexis Wright <alexis.wright@soddy-daisy.org>  
**Subject:** RE: Salaries

Oh wow, I had no idea, but thank YOU!!!

*Respectfully,*  
*Patricia Cassidy*  
East Ridge Court Clerk  
423/867-2701

## Patricia Cassidy

---

**From:** Rachel Shuttles <rshuttles@collegedaletn.gov>  
**Sent:** Friday, January 23, 2026 10:09 AM  
**To:** Patricia Cassidy; Alicia Donahue (adonahue@redbanktn.gov); Alexis Wright  
**Subject:** Re: Salaries

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Patricia, just an fyi, all of our salaries are public. You can go to govsalaries.com/state/tn and look them up. I don't care to share mine because it is public information. Mine is \$61,401

### Rachel Shuttles

#### Municipal Court Clerk

City Of Collegedale  
P.O. Box 1880  
Collegedale, TN 37315-1880  
Office 423.468.1891

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**From:** Patricia Cassidy <pcassidy@eastridgetn.gov>  
**Sent:** Friday, January 23, 2026 10:03 AM  
**To:** Alicia Donahue (adonahue@redbanktn.gov) <adonahue@redbanktn.gov>; Rachel Shuttles <rshuttles@collegedaletn.gov>; Alexis Wright <alexis.wright@soddy-daisy.org>  
**Subject:** Salaries

Good morning, Ladies – As you know, I'm an "elected" clerk. I have to go before council and put in for a salary increase.....so, if you don't mind, could y'all let me know what your salaries are please. I'm not trying to be nosey, but I haven't had a raise in salary for 8 years, been here for 12 and I'm trying to put something together to present to them. Thank you in advance!!

[REDACTED]

# Lena Curtis L

City of Soddy-Daisy

[Judicial](#)

[View Lena Curtis L Background Scores](#) ↗

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## Lena Curtis L Overview

Lena Curtis L in 2024 was employed at City of Soddy-Daisy and had an annual salary of \$70,634, according to public records. This salary was 52 percent higher than the average and 27 percent higher than the median salary in City of Soddy-Daisy.

City of Soddy-Daisy records show Lena Curtis L held two jobs from 2020 to 2024. From 2023 to 2024 Lena Curtis L held job of Judicial.

According to the public records employee's salary increased by \$8,073 from 2023 to 2024, which is a 12.9 percent rise. Since 2020, the salary has increased by \$27,992, a total rise of 65.6 percent.

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## Key Data

Year	2024
Full Name	Lena Curtis L
Job Title	Judicial

[Get Judicial Salary Statistics](#) ↗

State	Tennessee
Employer	<a href="#">City of Soddy-Daisy</a>
Annual Wage	\$70,634
Pay Plan	

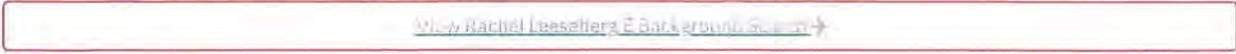
\*Information may include where available: salary, bonuses, benefits, retirement contributions, pensions, and other financial data.

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# Rachel Leeseberg E

City of Collegedale



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## Rachel Leeseberg E Overview

Rachel Leeseberg E in 2024 was employed at City of Collegedale and had an annual salary of \$60,302, according to public records. This salary was 27 percent higher than the average and 28 percent higher than the median salary in City of Collegedale.

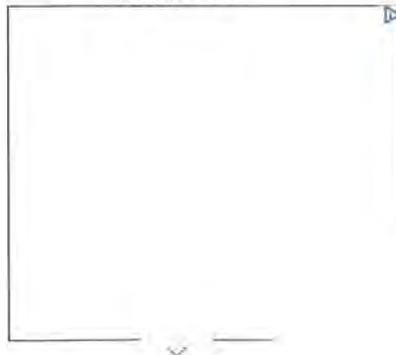
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### Key Data

Year	2024
Full Name	Rachel Leeseberg E
Job Title	N/A
State	Tennessee
Employer	<a href="#">City of Collegedale</a>
Annual Wage	\$60,302
Pay Plan	

\*Information may include where available: salary, bonuses, benefits, retirement contributions, pensions, and other financial data.

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# Anthony Byrd

City of Chattanooga

[City Court Clerk](#)

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## Anthony Byrd Overview

Anthony Byrd in 2024 was employed at City of Chattanooga and had an annual salary of \$90,641, according to public records. This salary was 62 percent higher than the average and 72 percent higher than the median salary in City of Chattanooga.

City of Chattanooga records show Anthony Byrd held three jobs from 2020 to 2024. From 2022 to 2024 Anthony Byrd held job of City Court Clerk.

According to the public records employee's salary increased by \$2,489 from 2023 to 2024, which is a 2.8 percent rise. Since 2020, the salary has increased by \$64,757, a total rise of 250.2 percent.

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## Key Data

Year	2024
Full Name	Anthony Byrd
Job Title	City Court Clerk

[Get City Court Clerk Salary Statistics](#)

State	Tennessee
Employer	<a href="#">City of Chattanooga</a>
Annual Wage	\$90,641
Pay Plan	

\*Information may include where available: salary, bonuses, benefits, retirement contributions, pensions, and other financial data.

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# Christy Brandon

City of Cleveland

[Asst City Clerk](#)

[View Christy Brandon Background Search](#) ➔

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## Christy Brandon Overview

Christy Brandon in 2024 was employed at City of Cleveland and had an annual salary of \$72,390, according to public records. This salary was 646 percent higher than the average and 314,640 percent higher than the median salary in City of Cleveland.

City of Cleveland records show Christy Brandon held job of Assistant City Clerk from 2022 to 2024.

In year 2024 Christy Brandon's salary was 36 percent higher than average Asst City Clerk salary in the state of Tennessee.

According to the public records employee's salary increased by \$8,015 from 2022 to 2023, which is a 12.5 percent rise.

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## Key Data

Year	2024
Full Name	Christy Brandon
Job Title	Asst City Clerk

[Get Asst City Clerk Salary Statistics](#) ➔

State	Tennessee
Employer	<a href="#">City of Cleveland</a>
Annual Wage	\$72,390
Pay Plan	

\*Information may include where available: salary, bonuses, benefits, retirement contributions, pensions, and other financial data.

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Are AI challenges slowing you down?

**ORDINANCE NO. 1243**

AGENDA MEMORANDUM  
INTERIM CITY MANAGER

February 12, 2026

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

With my retirement date set for February 27, 2026, there needs to be an Interim City Manager appointed to take over the duties and responsibilities of the City Manager position in the overall running of city operations until such time as a new City Manager is appointed by the Mayor and City Council. I am following the same process that the governing body utilized back in November 2018 when I retired from the City Manager position. Specifically, an Assistant City Manager was designated by the City Manager pursuant to Section 5-H of the City Charter and said individual became Interim City Manager when the City Manager position became vacant.

I intend to appoint Fire Chief Mike Williams as Assistant City Manager of the City of East Ridge to be effective as of February 12, 2026. He will continue to hold the position of Fire Chief and carry out the administration and operation of the Fire Department. Upon my vacation of the position of City Manager following February 27th, Chief Williams will immediately become Interim City Manager, along with serving as Fire Chief, and he will serve in this position until a new City Manager is appointed by the City Council or until the City Council determines he is unable to perform the duties of the position. Thereafter, Chief Williams will return to his position of full-time Fire Chief.

At the February 26, 2026, regular business meeting the City Council needs to set the appropriate pay for Chief Williams while he is serving in the capacity of Interim City Manager for the City of East Ridge. This will also require an amendment to Ordinance 1226 which is the budget ordinance that the Council approved on June 26, 2025. At that time, I had included in the organizational structure of the City the position of Assistant City Manager; however, that position was not filled at that time and the City did not approve any appropriation of funds for the salary of the Assistant City Manager position. In connection with approving the appropriate pay for the Assistant City Manager position, the City will need to amend Ordinance 1226 to approve the appropriation of funds for this position.

JSM/

**ORDINANCE NO. 1243**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE DESIGNATION OF THE ASSISTANT CITY MANAGER AND AMENDING ORDINANCE 1226 TO FUND THE POSITION FOR ASSISTANT CITY MANAGER**

**WHEREAS**, current City Manager Scott Miller has announced his intention to retire effective close of business on February 27, 2026; and

**WHEREAS**, under Section 5-I of the City Charter, the City Manager is the Chief Administrative Officer of the City of East Ridge, Tennessee (“City”) and is responsible to the Council for the administration of all City affairs placed in his charge by or under the City Charter; and

**WHEREAS**, the City Council for the City of East Ridge, Tennessee, on second and final reading on June 26, 2025, approved Ordinance 1226, which set forth the organizational structure of the City’s administration, including the position of Assistant City Manager; and

**WHEREAS**, however, at the time the City Council approved Ordinance 1226, the position of Assistant City Manager had not been filled, and the City did not approve the appropriation of funds for the salary of the Assistant City Manager position; and

**WHEREAS**, in light of City Manager Miller’s retirement, he intends to designate or has designated Fire Chief Mike Williams as the Assistant City Manager pursuant to Section 5-H of the City Charter; and

**WHEREAS**, the City Council deems it in the best interest of the City to approve this designation so that the administration of the City’s affairs can continue during the pendency of the City’s search for a permanent City Manager; and

**WHEREAS**, the Assistant City Manager shall assume the position of interim City Manager until such time as the City Council appoints a new City Manager or until such time that, per the determination of the City Council, he is unable to perform the duties of the position; and

**WHEREAS**, the Assistant City Manager shall receive a salary in the amount set forth by the City Council; and

**WHEREAS**, the City Council approves the appropriation of funds to pay the Assistant City Manager.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of East Ridge, Tennessee, as follows:

**SECTION 1**

The City Council approves the designation of Fire Chief Mike Williams as the Assistant City Manager who shall assume the duties of the City Manager until such time as a new City Manager is appointed or until such time that, per the determination of the City Council, he is unable to perform the duties of the position.

**SECTION 2**

Ordinance 1226 is hereby amended so as to appropriate funds for the salary of the Assistant City Manager who, upon the vacancy of the City Manager, shall assume all of the duties of the City Manager position and shall be paid a salary of \$\_\_\_\_\_ per month during said vacancy calculated on a pro rata basis for any partial calendar month.

**BE IT FURTHER ORDAINED** that this Ordinance take effect from and immediately after its passage, the public welfare requiring it.

Passed first reading \_\_\_\_\_, 2026.

Passed second reading \_\_\_\_\_, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DISCUSSION ITEM**

AGENDA MEMORANDUM

Discussion of Revised Food Truck Ordinance

Date: February 26, 2026

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

During the special-called meeting, the City Council, together with members of the Planning Commission, and the public conducted a detailed review of the proposed ordinance language governing mobile food vendors. The discussion focused on ensuring that the ordinance is clear, internally consistent, and aligned with the City's broader zoning and regulatory framework.

Council and Planning Commission members identified specific provisions requiring clarification, refinement, and improved consistency in terminology and structure. Areas of concern included definitional language, operational standards, zoning application, and enforcement procedures.

In response to the directions provided during that meeting, City Attorney Mark Litchford has prepared a revised draft ordinance. The revised ordinance language reflects the feedback and policy direction provided at the special-called meeting. The final draft is now submitted for the Council's consideration.

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

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

**WHEREAS**, the number of mobile food vendors in the area has grown significantly, presenting both opportunities and challenges for local government; and

**WHEREAS**, the East Ridge Municipal Code doesn't currently address mobile food vending; and

**WHEREAS**, it is necessary and desirable to establish reasonable regulations to govern mobile food vending in the City of East Ridge, in an effort to provide reasonable opportunities for mobile food vendors to operate within the City; and

**WHEREAS**, the City further finds that such regulations are needed in order to protect the public health, safety, and welfare of the community.

**NOW, THEREFORE,**

**SECTION 1: BE IT ORDAINED** by the City Council for the City of East Ridge, Tennessee, that Title 9 of the East Ridge City Code is hereby amended by adding a new chapter, to be designated as Chapter 11 and to read as follows:

**CHAPTER 11  
MOBILE FOOD VENDORS AND FOOD TRUCKS**

**SECTION**

- 9-1101. Purpose
- 9-1102. Definitions
- 9-1103. Mobile food vending—Compliance
- 9-1104. Requirements for a Mobile Food Vendor
- 9-1105. Operational Requirements of Mobile Food Vehicles Within the City
- 9-1106. Operation of Mobile Food Vehicle at Special Events
- 9-1107. Operation of Mobile Food Vehicle upon City Owned Property
- 9-1108. General Operating Requirements
- 9-1109. Compliance with Fire, Public Safety and Health Regulations
- 9-1110. Insurance
- 9-1111. Enforcement; Mechanisms for Complaints; Suspension or Revocation
- 9-1112. Appeals

**9-1101. Purpose.** The city finds that allowing new and existing mobile food vendors to operate, subject to practical regulations and limitations, is beneficial to individuals living and working within the city. This chapter recognizes the unique physical and operational characteristics of mobile food vending, establishes standards for mobile food vending operations and promotes practices that serve the health, safety and welfare of the public. It is further the intent of these regulations to establish reasonable guidelines and restrictions for mobile food vendors, including vehicles, in relationship to established restaurant businesses and encourage the safe and convenient use of the city's public right-of-way.

**9-1102. Definitions.** (a) 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.

(1) "City" means the municipal corporation organized and existing under the laws of the State of Tennessee, together with its departments, boards, commissions, officers, agents, and employees acting within the scope of their official authority.

(2) "City Council" means the duly elected governing body of the city, acting collectively in its legislative capacity, and includes any successor body authorized by law to exercise the powers of the city council.

(3) "Canteen Truck" means any vehicle or trailer 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.

(4) "Trailer" means a detached trailer that is used in connection with any canteen truck or mobile food vehicle or is a detached trailer equipped with facilities for preparation, cooking and selling various types of food and/or drink products.

(5) "Mobile Food Vehicle 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.

(6) "Mobile Food Vehicle" means an enclosed unit, truck, or trailer that is roadworthy, has – if applicable – a valid motor vehicle title and registration, and has a mobile food vendor permit issued by the city that is properly displayed, and from which

food or a consumable product is prepared, cooked, assembled, or stored with the intent of selling such food or consumable product to the public. This definition does not include vehicles operating under a concession agreement with the city.

(7) “Mobile Food Vendor Permit” means a permit granted by the city to the owner or operator of a mobile food vehicle in accordance with this chapter.

(8) “Operator” means any person holding a mobile food vendor permit or any person who is engaged in the selling or offering for sale, of food, beverages, fruit or like consumable products from a mobile food vehicle.

(9) “Food vendor overlay district” or “overlay district” means the additional layer of standards applied to all areas within a defined overlay boundary for the operation of mobile food vehicles, regardless of the underlying base zoning district, as approved by the city council.

(10) “Permit administrator” means the person designated by the city to enforce the provisions of this chapter, including the code enforcement department through its chief building official.

(11) “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.

(12) “Public property” means real property owned by the city or Hamilton County, including public and private right-of-way/streets designed for motor vehicles.

(13) “Right-of-way” means an area owned or maintained by the city, county, the State of Tennessee, federal government, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities, or railroads.

(14) “Special event” means any public gathering such as a block party, local special event, grand opening, parade, festival, celebration, concert, carnival, fair, exhibits, trade shows or any similar occurrence to be conducted on public or private property within the city.

(15) “Special event permit” means a permit that is approved and issued by the city in connection with a special event which authorizes the operation of a mobile food vehicle by a vendor.

**9-1103. Mobile food vending—Compliance.** It shall be a violation to engage in mobile food vending in the city of East Ridge, whether on public or private property, unless authorized and operated in accordance with this chapter.

**9-1104. Requirements for a Mobile Food Vendor.**

(a) Permit Title. The title of the permit required under this section shall be the “Mobile Food Vendor Permit.”

(b) Mobile Food Vendor Permit. No person shall sell, or offer to sale, any food, beverage, fruit or other consumable product from a mobile food vehicle unless:

(1) Prior to operating a mobile food vehicle as defined in this chapter, such person obtains approval for and the issuance of a mobile food vendor permit as set forth herein from the city permit administrator;

(2) Such sales are made from a mobile food vehicle under the control of a mobile food vehicle operator; and

(3) The mobile food vehicle has obtained written permission from the owner or lessee of the property within an overlay district or has obtained written permission from the organizer of a special event for the operation of a mobile food vehicle.

(c) Mobile Food Vendor Permit Application Contents. Applicants for a mobile food vendor permit under this chapter must file with the permit administrator a sworn written application containing the following:

(1) Name of applicant/vendor and contact telephone number.

(2) A valid government issued identification card for the owner and operator of the mobile food vehicle.

(3) Complete permanent home address and business address of the applicant, and email address.

(4) A brief description of the nature of the food or consumable products to be prepared, served, and sold from a mobile food vehicle .

(5) The vehicle registration number, make, model and description for any vehicle to be used including dimensions and color photographs (front, both sides, rear) of the mobile food unit or vehicle.

(6) Proof of insurance as required in this chapter for the mobile food vendor vehicle. Failure to maintain the required insurance will result in immediate revocation of the mobile food vendor permit.

(7) A copy of the business license, proof of State of Tennessee sales tax registration, and any health department license or certification required by Hamilton County Health Department or the State of Tennessee.

(8) Other cities or towns, if any, where within the past 12 months the applicant conducted business immediately preceding the date of application.

(9) Submittal of all applicable fees set forth in this chapter or by the building official.

(10) Such other relevant information as may be reasonably requested by the city after review of submission of the application in order to assure full review of the information needed to assess the impact of the proposed operation on the health, safety, and welfare of the public.

(c) Obligation to Update. Each mobile food vendor permit holder shall have an ongoing duty to provide the city with notice of any change to any of the information submitted with its permit application, including current photographs of the mobile food vehicle in the event of any change in the appearance of or signage on the vehicle.

(d) Misleading Information. Submission of false or misleading information will result in denial of the permit application or, upon subsequent discovery, revocation of the permit and a ban on receiving future permits.

(e) Non-Transferable. Mobile food vendor permits are non-transferable and non-assignable.

(f) Permit Expiration and Duty to Reapply or Renew.

(1) A mobile food vendor permit issued under this section shall expire December 31 of each year and shall be subject to annual renewal on or by January 1 of each year upon proper application and payment of the renewal permit fee. Applications for a mobile food vendor permit filed between January 1 and June 30 shall pay the full mobile food vendor permit fee as established by the city. Applications filed between July 1 through December 31 shall pay a prorated permit fee of one-half of the full permit fee as established by the city.

(2) A mobile food vendor permit shall be valid for only one mobile food vendor vehicle. Each operator and/or applicant shall file an additional application and pay an additional permit fee for each additional mobile food vendor vehicle. No refunds will be issued for renewed permits and no renewed permits for partial years will be issued.

(g) Revocation. The city may revoke a mobile food vendor permit upon a finding of noncompliance with this Code.

### **9-1105. Operational Requirements of Mobile Food Vehicles Within the City.**

(a) Authorized Locations. Mobile food vehicles are prohibited from operating in the city except in the following circumstances:

(1) Within an approved food vendor overlay district as set forth in this section;

- 9-1106; or
- (2) Upon a property approved for a special event as set forth in section 9-1106; or
  - (3) Upon public property owned by the city as set forth in section 9-1107.

(b) Establishment of a food vendor overlay district. A food vendor overlay district may be established only upon approval by the city council following submission of a complete application in accordance with this section. **Overlay districts are defined as the Commercial districts: C-1, C-2, C-4, C-5 & C-6. (NEW)**

**Will the number of mobile food trucks permitted in an overlay district be determined by a resolution when the district is approved? (Question for the City Council)**

(1) Eligible Applicant. An application to establish a food vendor overlay district may be submitted by a property owner, a group of property owners, or an authorized agent acting on behalf of one or more property owners within the proposed overlay area.

(2) Application Contents. The sworn application shall be filed with the permit administrator, together with any applicable fees, and shall include, at a minimum:

- i. A written request describing the proposed food vendor overlay district and its purpose;
- ii. A map or survey clearly identifying the boundaries of the proposed overlay district;
- iii. A list of parcels included within the proposed overlay district, including parcel numbers and current zoning classifications;
- iv. Written consent from the owner(s) of each parcel proposed to be included in the overlay district;
- v. A narrative explaining how the proposed overlay district is consistent with the city's comprehensive plan and applicable zoning objectives;
- vi. A depiction identifying the number of and location for each mobile food vehicle and disclosure as to whether such vehicle or vehicles will be permanently staged or temporarily staged within the proposed overlay district; and
- vii. Any additional information reasonably required by the permit administrator to evaluate the application.

(3) Review Procedure. Upon determination that the application is complete, the application shall be referred to the city council for review and public hearing. The city council may approve, approve with conditions, or deny the application by resolution. Conditions may include, but are not limited to the following:

- i. Vehicle staging and overnight storage;
- ii. Seating and table arrangements;
- iii. Restrictions on connection to utilities;
- iv. Signage;
- v. Limit on number of vehicles; and
- vi. Sale, serving and consumption of alcohol and beer;

(4) Effect of Approval. Approval of a mobile food vendor overlay district authorizes mobile food vendor uses within the overlay area only in accordance with the standards, regulations, and permitting requirements set forth elsewhere in this chapter and does not exempt vendors or property owners from compliance with any other applicable local, state, or federal regulations. The city may revoke authorization for any mobile food vehicle operating within a mobile food vendor overlay district upon a finding of noncompliance with this chapter or the conditions of the mobile food vendor overlay district.

(5) Expiration and Duty to Renew. A mobile food vendor overlay district approved under this section shall expire December 31 of each year and shall be subject to annual approval on or by January 1 of each year upon proper application and payment of the applicable renewal fee. Applications filed between January 1 and June 30 shall pay the full mobile food vendor overlay district application fee as established by the city. Applications filed between July 1 through December 31 shall pay a prorated permit fee of one-half of the full application fee as established by the city. All application fees are nonrefundable.

(6) Operation of Mobile Food Vehicles within Overlay District. Upon approval for the establishment of a mobile food vendor overlay district, a mobile food vendor is permitted to operate within the boundaries of the overlay district provided written permission from the property owner upon which the vehicle operates is obtained and the operator remains in compliance with all other applicable requirements of this chapter.

#### **9-1106. Operation of Mobile Food Vehicle at Special Events.**

(a) Authorization. Mobile Food Vehicles may operate on property approved by the city for a special event only during the dates and hours authorized for the special event and only in conjunction with such event.

(b) Special Event Permit Required.

(a) No mobile food vending may occur at a special event without an approved special event permit issued by the city to the property owner or event organizer.

(b) The property owner or event organizer must submit an application for a special event permit to the permit administrator at least thirty (30) days prior to the proposed event date or as otherwise specified by the city.

(c) Special Event Permit Application Contents. Applications for a special event permit shall include, at a minimum:

- (a) Name and contact information of the event organizer;
- (b) Location, dates, and hours of the proposed event;
- (c) Written consent of the property owner(s);
- (d) Description of anticipated attendance and public safety measures;
- (e) Any other information reasonably required by the city to evaluate the application.

(d) Review and Approval. The city manager, in consultation with the permit administrator, shall review the application for completeness and may require additional information prior to approval. The city manager has discretion to approve, approve with conditions, or deny a special event permit based on public safety, traffic, health, sanitation, and compliance with applicable laws and regulations. Approval of a special event permit authorizes operation of mobile food vehicles only as specified in the permit.

(e) Compliance with Laws. All mobile food vehicles operating at a special event shall comply with applicable local, state, and federal laws and regulations, including but not limited to health department requirements, fire safety standards, and traffic and parking regulations.

(f) Site Limitations. Mobile food vehicles shall be located only in areas designated by the event organizer or approved by the city manager and shall not obstruct fire lanes, pedestrian access, emergency access, or public rights-of-way unless expressly authorized.

(g) Duration of Operation. The presence and operation of mobile food vehicles shall be limited to the duration of the approved special event, including reasonable setup and breakdown periods as authorized by the city manager.

(h) Revocation. The city may revoke authorization for any mobile food vehicle operating under this section upon a finding of noncompliance with this chapter or the conditions of the special event permit.

**9-1107. Operation of Mobile Food Vehicle upon City Owned Property.** No mobile food vehicle shall operate upon property owned or controlled by the city unless

expressly approved in advance by the city manager. Approval to operate on city-owned property is a privilege and not a right and may be granted, denied, limited, or conditioned in the sole discretion of the city manager based upon considerations including, but not limited to, public safety, traffic, sanitation, compatibility with surrounding uses, and the intended use of the property. The city manager is authorized to establish, enforce, and amend reasonable rules, regulations, and conditions governing the operation of mobile food vehicles on city-owned property, including limitations on location, duration, hours of operation, number of vehicles, insurance requirements, and operational standards.

**9-1108. General Operating Requirements.** The following operational requirements shall apply to all permit holders issued under this chapter:

(a) Mobile food vehicles may operate only on properties within a mobile food vehicle overlay district or pursuant to a special permit.

(b) All vendors must have written permission from the property owner or lessee to operate a mobile food vehicle.

(c) Trash receptacle(s) and private waste disposal services shall be provided by the permit holder (NEW). No mobile food vehicle shall operate in a location or manner that impedes access to or from another business, or otherwise may interfere with access to emergency areas, paths, or facilities.

(d) Permanent connections to water, sanitary sewer, gas, or electrical service are prohibited.

(e) Mobile food vehicles shall not reduce the pedestrian clear path of travel on public or private sidewalks or multi-use paths to less than six feet (6'). Mobile food vehicles shall provide no less than six feet, eight inches (6'8") of clearance under awnings and canopies.

(f) A single property not located within an overlay district is limited to three (3)(NEW) special event permits within a twelve (12) month consecutive period.

(g) There shall be a clearance of no less than twenty (20) feet between any portion of a mobile food vehicle and any structure. Ten (10) feet separation between mobile food vehicles (NEW).

(h) All mobile food vehicles shall be placed behind the front building line unless site constraints warrant modifications as determined solely by the East Ridge fire marshal's discretion.

(i) Mobile food vendors shall provide access to flushable restroom facilities for employees when the mobile food vehicle is open for business for three hours or greater in duration. Such flushable restroom facilities shall be within four hundred fifty (450) feet of the mobile food vehicle.

(j) All exterior bodywork and mechanical equipment of a mobile food vendor vehicle shall be maintained in good condition, free of excessive wear, tear or damage. All exterior paintwork shall be maintained in good condition, free of substantial scratches, chips, rust, dents and abrasions. All windshield and window glass of mobile food vendor vehicles shall be maintained free of cracks, scratches, pitting, abrasions and other conditions that may cause a hazard or reduce clarity of vision.

(k) All permits issued under this chapter shall be displayed inside the mobile food unit at all times during the operation of the mobile food vehicle. The permit shall be displayed in such a manner that it can be viewed from the outside.

(l) Mobile food vehicles shall not be parked within ten feet of a public right-of-way.

(m) Mobile food vehicles must be moved offsite when not open for business unless the vehicle is staged pursuant to a multi-day special events permit. Mobile food vehicles shall be "in operation" as defined meaning a mobile food vehicle that when arriving at an approved property or site is either preparing to open for business, open for business, or in the process of preparing to leave a site.

(n) Operators of canteen trucks must obtain a mobile food vendor permit as set forth in section 9-1104.

(o) Hours of Operation? As requested by Mayor Williams in previous meetings. Are the hours below needed? **(Question for the city council).**

- a. 8:00 a.m.–10:00 p.m. Sunday–Thursday
- b. 8:00 a.m.–11:00 p.m. Friday & Saturday

(p) No amplified music or public address system **(NEW)**

### **9-1109. Compliance with Fire, Public Safety and Health Regulations.**

(a) Any mobile food vendor operating a mobile food vehicle in the city shall comply with requirements of the International Fire Code as adopted by the city, any other regulatory fire code as adopted by the city, and any additional rules and regulations adopted by the city fire department for the operation of mobile food vehicles. Prior to the issuance of a mobile food vendor permit and at all times while operating, mobile food vehicles shall be subject to inspection by the city fire marshal.

(b) Valid health inspection certifications acquired in accordance with the State of Tennessee shall serve as certification of inspection for operation in the city.

(c) All holders of a mobile food vendor permit are subject to the city's right to require the movement of any mobile food vehicle and any other associated structures or furnishings should the city determine that such presence is a threat to public safety.

**9-1110. Insurance.**

(a) Operators of mobile food vehicles 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.

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

(c) 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.

(d) 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 fifteen (15) days' advance notice to the city manager or designee before cancellation.

(e) The owner and operator of any mobile food vehicle operating on any city property or in a city park shall defend, indemnify and hold harmless the city and all its departments and employees from and against any and all claims, liabilities, loss, damages, costs and expenses, including reasonable attorneys' fees, court costs and other expenses of litigation or administrative proceedings, for personal injury, damage to real or tangible property arising out of the operator's use of the city's property for operation of a mobile food vehicle.

**9-1111. Enforcement; Mechanisms for Complaints; Suspension or Revocation.**

(a) Should the city observe a mobile food vendor in violation of this chapter, the city may seek resolution through the issuance of a citation and notice of violation to parties involved in the operation of the mobile food vehicle, including, but not limited to the operator or owner of the mobile food vehicle, as well as the property owner where the violation occurred.

(b) Citation. Each of the following circumstances constitute a violation of this chapter, for which a citation may be issued by a code enforcement officer, building official or police officer of the city.

(1) Operation of a mobile food 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.

(2) Failure to comply with any other provision of this chapter.

(c) Responsibility for violations. The city codes enforcement officers, building official, 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:

(1) The operator of a mobile food vehicle.

(2) An employee working in or out of a mobile food vehicle.

(3) The owner of the property on which a mobile food vehicle is operated.

(d) Suspension of permit. A mobile food vendor permit shall be suspended by the permit administrator if:

(1) The applicant for the permit knowingly provided false information on the application.

(2) Two violations of this chapter have occurred within a six (6) month period in conjunction with the mobile food vehicle for which the permit has been issued.

(3) The operator of a mobile food vehicle fails to maintain a current, valid vehicle registration, health department permit, business license or proof of required motor vehicle insurance coverage.

(e) Revocation of permit. A mobile food vendor permit shall be revoked by the permit administrator if:

(1) Three (3) Violations of this chapter have occurred within a twelve (12) month period.

(2) A mobile food 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.

(f) Reinstatement.

(1) An operator may reinstate a suspended mobile food vendor permit by taking such actions as may be necessary to correct a mobile food vehicle's noncompliance and paying a reinstatement fee as set forth in this chapter to offset the city's cost of enforcement measures, inspections and compliance. **The permit holder shall receive**

written notice and opportunity to cure unless the violation poses an immediate threat to public safety. (NEW)

(2) An operator whose mobile food vendor permit has been revoked may apply for permit after twelve (12) months from the date of revocation, provided the operator has taken such actions as may be necessary to correct a mobile food vehicle's noncompliance. The operator shall pay a permit reinstatement fee as set forth in this chapter to offset the city's cost of enforcement measures, inspections and compliance

(3) No permit will be issued to any person who intends to operate the same mobile food vehicle for which the operator's permit is currently suspended or has been revoked within the preceding twelve (12) months.

(g) 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.

(h) 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. § 6-54 1009, as amended.

### **9-1112. Appeals.**

(a) Filing. The denial, suspension or revocation of a mobile food vendor permit by the permit administrator may be appealed by filing a written notice of appeal, establishing the grounds for the appeal, with the mayor for ty review. The notice of appeal shall be filed no later than ten (10) business days following receipt of the notice of denial, suspension or revocation.

(b) City Council review. When an appeal is filed with the mayor for ty 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 of the next regularly scheduled Council meeting. The city council's decision on the appeal shall be issued in writing, based on a written summation of the pertinent facts, and shall be final. The city council may reverse the denial, suspension or revocation of a permit, or may reduce the waiting period required 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.

(c) 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.

**9-1113. Schedule of Fees and Penalties.** (a) Any operator of a mobile food vehicle or owner of property seeking to stage a mobile food vehicle upon private property shall be subject to the following fee schedule which may be reviewed and amended by the city council from time to time:

- (1) Temporary Mobile Food Vehicle Permit Application Fee: \$50/day, per vehicle or \$200 for up to 5 consecutive days, per vehicle.
- (2) Annual Mobile Food Vehicle Application Fee: \$200/property, per year
- (3) Fire Marshal Inspection Fee: \$50.00 per inspection, per vehicle
- (4) Two or Three-Day Special Event Permit: \$50.00 for two (2) days and \$25.00/additional day
- (5) Permit Reinstatement Fee: \$200
- (6) Civil Penalties: Up to \$500/offense, per day.

**SECTION 2: BE IT FURTHER ORDAINED** by the City Council for the City of East Ridge, Tennessee, that every section, sentence, clause, and phrase of this Ordinance is separate and severable. Should any section, sentence, clause, or phrase be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect or impair any other section, sentence, clause, or phrase.

**SECTION 3: BE IT FURTHER ORDAINED** by the City Council for the City of East Ridge, Tennessee, that this ordinance shall take effect from and after its passage and any person or entity currently engaged in mobile food vending in the City of East Ridge may continue to operate provided the permit(s) as required by this ordinance are obtained on or before \_\_\_\_\_, the health, safety and welfare of the citizens of East Ridge requiring it.

Passed on First Reading \_\_\_\_\_, 202\_\_

Passed on Second Reading \_\_\_\_\_, 202\_\_

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

ATTEST:

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

APPROVED AS TO FORM:

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Mark W. Litchford, City Attorney

**RESOLUTION NO. 3785**

AGENDA MEMORANDUM  
FY 2025-2026 STREET RESURFACING PROGRAM

February 26, 2026

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge solicited bids for the FY 2025-2026 street resurfacing program in mid-January 2026 and opened bids submitted on February 17, 2026. The City received bids from three (3) businesses, as follows:

- Talley Construction                      \$1,349,549.50
- Wright Brothers Construction        \$1,390,775.00
- Caldwell Paving                            \$2,210,798.50

Jeff Sikes, ASA Engineering, has reviewed the three (3) bids received and he has recommended Talley Construction as the lowest and most responsible bidder at a total base bid of \$1,349,549.50. A listing of the streets for the street resurfacing program is attached hereto for your information (approved by the City Council at their January 8, 2026 regular business meeting). The resurfacing of Belvoir Avenue from Belvoir Christian Academy to S Terrace was added to said list at the January 8th meeting. Also, attached is a listing of the streets that were not completed by Caldwell Paving.

Appropriated dollars available for the FY 2025-2026 street resurfacing program are as follows:

- State Street Aid                            \$600,000
- Capital Improvement Fund                \$700,000
- Carry-Over of Funds from FY24-25  
Street Resurfacing Program (Caldwell)    \$200,000
- Total Funds                                    \$1,500,000

LESS:

- Stump Street Paving                        (\$ 64,813)    Completed
- Whataburger (McDonald) Reconstruction    (\$66,457)    Completed
- Talley Construction (FY25-26 Program    (\$1,349,549.50) To Be Awarded
- N Mack Smith Road (Ringgold to State line    (\$18,228)    Proposed
- Total Expenditures                            (\$1,499,047.50)

Balance of Funds                            \$952.50

Attachments

**RESOLUTION NO. 3785**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL AWARDED A BID FOR THE 2026  
STREET IMPROVEMENTS PROGRAM**

**WHEREAS**, sealed bids were opened and publicly read on February 17, 2026, at 2:00 p.m., at East Ridge City Hall for the 2026 Street Improvements Program; and

**WHEREAS**, staff has maintained a bid file containing bids submitted by APAC-Atlantic, Inc. d/b/a Talley Construction, Wright Brothers, and Caldwell Paving and Grading; and

**WHEREAS**, after reviewing the bids submitted, City staff recommends awarding the bid to APAC-Atlantic, Inc. d/b/a Talley Construction in an amount not to exceed \$1,349,549.50, which is the amount appropriated for Paving/Maintenance in the Fiscal Year 2026 – 2027 Street Aid Fund and Capital Improvement Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for the 2026 Street Improvements Program be awarded to APAC-Atlantic, Inc. d/b/a Talley Construction in an amount not to exceed \$1,349,549.50.

**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 \_\_\_\_\_, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

STREET RESURFACING LIST  
FY 2025-2026

- 1200 Block of South Seminole – Sections in the vicinity of 1235 and 1510
- Gleason Drive – Gleason Terrace to Donaldson
- 10 Franklin Place
- 5500 Block of Marion Avenue (specifically 5424)
- Pleasant Street – the curve to Oakdale
- 5200 Block of Weaver Street
- 5300 Block of Anderson Avenue – McBrien east to Bridge
- S St. Marks – the entire roadway
- 5312 to 5317 Oakdale Avenue
- 5450 to 5495 Oakdale Avenue (include the intersection with West End)
- 1305 to 1216 West End Avenue
- 5800 Block of Gibson Street
- Holiday Drive at Lansdell Road
- Lansdell Road – the entire roadway
- Hurst Street – 1035 Hurst to end of roadway
- Blanton- the entire roadway
- Frawley Road – 724 to 532 Frawley Road
- Moreview Road at Benson Drive
- Intersection of Moreview Road and Layfield Road
- Benson Drive – the entire roadway
- Claremont Court – section (?)
- 1612 to 1623 S. Rugby Place
- 3500 Block of Crabtree Drive – section off S. Seminole Drive
- Greens Lake Road – 1512 to State Line Road
- 1500 to 1400 Block of Greens Lake Road
- Greenbriar Road from Prigmore Road to McBrien Road
- 2107 – 2105 Wren Road
- Scott Street – Keeble Street to dead-end
- 1614 – 1609 Truman Avenue
- 1600 Block of Marietta Street – off Mack Smith to Smith Road
- 400 block of Bluebird Circle (?)
- Welworth Avenue – from Sewanee to 5919 Welworth Avenue
- Roper Street – entire roadway
- Lazard Street – McBrien Road to Tombras Avenue

## 2025 City of East Ridge Streets

**Most of Streets listed below only need to be topped with 1.5” of Topping to be finished.**

Caldwell agreed to have the undercut areas reduced in price due to the 1.5” topping not being placed.

**Spriggs St.** McBrien Rd. east to approx. 5317 Spriggs St.

**Garner St.** East of Heather St. to west of Garner Cir.

**Jennings Ln.** Between Hilton Dr and State Line Rd

**Blue Bird Cir.** 3 sections : 1) Driveway 804 Bluebird Cir. to Driveway 414 Blue Bird Cir.,

2) Driveway 424 Bluebird Cir. to Driveway 485 Blue Bird Cir.,

3) just North of Driveway 573 Bluebird Cir. to Driveway 612 Blue Bird Cir. past the intersection at Flinn Dr.,

**Marieatta St.** Between Adair Ave and S. Smith St.

**Swope Dr.** Northside of Ringgold Rd.: 100’ north to Oakdale Ave. approx. 232’ area was going to have Binder and topping placed

**Swope Dr.** 2 Sections Southside of Ringgold Rd. / 1) Area between Ringgold Rd. and Woodard Cir.

2) Area between Woodard Cir. and Woodard Cir.

**Woodard Cir.** 2 Sections 1) Between 3 Woodard Cir. and 7 Woodard Cir. ,

2) Between 12 Woodard Cir. and 23 Woodard Cir.

AGENDA MEMORANDUM  
FY 2025-2026 STREET RESURFACING PROGRAM

January 8, 2026

Submitted By:

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J. Scott Miller, City Manager

SUBJECT:

The FY 2025-2026 State Street Aid Fund and Capital Improvement Fund has appropriated under Paving/Maintenance the amount of \$1,300,000. A street resurfacing program for this fiscal year was completed by Jeff Sikes, ASA Engineering, Chris Vaughn, Street Department Supervisor, input from the Police Officers, and myself. The three (3) of us ventured out in the field and visually viewed/inspected the streets and their current condition and developed our listing of streets for consideration for resurfacing.

This fiscal year's street resurfacing program includes portions of residential streets throughout the City that we felt needed attention due to being in a deteriorated condition (spaulding, severe cracking, and/or depression/upheaval in pavement). The residential streets selected are through streets or connecting streets. Cul-de-sac streets were not included in this year's street resurfacing program since there are still many through/connecting streets in poor condition.

Attached hereto please find a list of streets proposed for the FY 2025-2026 resurfacing program. In many instances only portions, or segments, of the street are scheduled to be milled and resurfaced versus milling and resurfacing the entire street (end to end or intersection to intersection). Following this practice the City is able to mill and resurface additional areas of deteriorated pavement. ASA Engineering has performed a cost estimate on the aforementioned list of streets proposed and the total comes to \$1 million; thus, leaving a balance of \$300,000 for additional roadwork.

Since the last regular business meeting of the City Council on December 11, 2025, when the street resurfacing list was discussed under pending agenda items, Staff has added the following streets to the list, as follows:

- Lazard Street – McBrien Road to Tombras Avenue
- Belvoir Avenue – S Terrace to Belvoir Christian Academy (estimated cost of \$141,100)
- Lengthening the resurfacing on several of the streets on the list (ie. Hurst) until the total resurfacing budget reaches \$1.3 million.

I should note that Caldwell Paving, awarded the street resurfacing bid for FY 2024-2025 in March 2025, has not fully completed the resurfacing work as of this date. Jeff Sikes, ASA Engineering, and I suggest that Caldwell Paving complete the resurfacing work on the side street

adjacent to What-A-Burger and East Stump Street, pay them for the work they have done to date, and then send them on their way. Further, the balance of the streets from the FY 2024-2025 street resurfacing program not fully completed by Caldwell will be added to the FY 2025-2026 program, along with the balance of the street resurfacing dollars associated with them.

The proposed timetable for the street resurfacing program is as follows: City Council formally approves the list of streets on January 8, 2026; ASA Engineering marks the streets and prepares detailed drawings for bid in January/February 2026; program out to bid in mid-February 2026; and resurfacing to occur after April 1st.

Attachment  
JSM/

**RESOLUTION NO. 3786**

AGENDA MEMORANDUM  
D-BAT AGREEMENT

FEBRUARY 26TH, 2026

Submitted By:

**Shawna Skiles**

Shawna Skiles, Parks and Recreation Director

**SUBJECT:** Approval for Agreement with D-BAT Chattanooga

The Parks and Recreation department is seeking approval for the following agreement with D-BAT Chattanooga. Below is an outline of the 2026 Partnership between D-BAT Chattanooga and East Ridge Parks and Rec for the Spring, Summer, and Fall Seasons.

**Agreement Summary/Details:**

Spring Season – March 5<sup>th</sup> – May 22<sup>nd</sup>

Summer Season – May 25<sup>th</sup> – July 20<sup>th</sup>

Fall Season – September 8<sup>th</sup> – November 1<sup>st</sup>

D-BAT Chattanooga will provide the following opportunities for East Ridge Parks and Rec

- Provide a Free Swing Card with 10 credits for use of machine cages on Friday, Saturday and/or Sunday to current registered players – 1 card issued per day per player. Only registered players with East Ridge can use credits. The Swing Card is turned back the same day to the front desk.
- Sponsor East Ridge Parks and Rec Day at D-BAT with Free skills clinic for East Ridge softball and baseball players Saturday, March 21<sup>st</sup> - 9:00AM – 10:30AM
- D-BAT representative will attend Coaches meeting at Camp Jordan or host at D-BAT Q & A Coaches Clinic
  - Softball – March 3<sup>rd</sup>
  - Baseball – March 4<sup>th</sup>
- 5% Discount on Pro Shop Merchandise at D-BAT Chattanooga during dates listed for each season for current players on roster provided.

East Ridge Parks and Rec will:

- Pay one-time fee of \$5 per registered player to D-BAT Chattanooga by end of 1<sup>st</sup> week of each season listed.
- Provide D-BAT Chattanooga by start date of each season with a park roster of all current registered baseball and softball players name, parent name, phone and email contact (excluding 3-6yr old tee ball players).
- Promote partnership and other opportunities to registered players and coaches
- Notify D-BAT Chattanooga management of any players who quit during season or become suspended or are terminated from East Ridge Parks and Rec Program as those players will no longer be eligible to benefit from partnership with D-BAT.

Attachment

SS

**RESOLUTION NO. 3786**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
APPROVING A PARTNERSHIP AGREEMENT BETWEEN THE  
EAST RIDGE PARKS AND RECREATION DEPARTMENT AND  
D-BAT CHATTANOOGA**

**WHEREAS**, the City of East Ridge Parks and Recreation Department desires to enter into a partnership agreement with D-BAT Chattanooga to enhance baseball and softball programming for participants registered with East Ridge; and

**WHEREAS**, D-BAT Chattanooga proposes to provide various benefits to East Ridge Parks and Recreation registered players, including free Swing Cards, discounted merchandise, participation in clinics, and attendance at coaches' meetings; and

**WHEREAS**, the agreement outlines responsibilities of the City of East Ridge Parks and Recreation Department, including the payment of a one-time fee of \$5.00 per registered player, the provision of player roster information to D-BAT Chattanooga, and communications of program changes; and

**WHEREAS**, the City Council finds that approval of this agreement is in the best interest of the City and its Parks and Recreation program participants.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of East Ridge, Tennessee, that the Mayor or his designee is authorized to enter into a partnership agreement with D-BAT Chattanooga, which will provide the benefits as outlined in the attached agreement.

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

Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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



CHATTANOOGA

**D-BAT Chattanooga/East Ridge Parks and Rec Partnership Agreement**

The following is an outline of 2026 Partnership between D-BAT Chattanooga and East Ridge Parks and Rec for Spring, Summer and Fall Seasons:

**Agreement Summary/Details:**

**Terms of Agreement:**

Spring Season – March 5<sup>th</sup> – May 22<sup>nd</sup>

Summer Season – May 25<sup>th</sup> – July 20<sup>th</sup>

Fall Season – September 8<sup>th</sup> – November 1<sup>st</sup>

D-BAT Chattanooga will provide the following opportunities for East Ridge Parks and Rec

- Provide a Free Swing Card with 10 credits for use of machine cages on Friday, Saturday and/or Sunday to current registered player – 1 card issued per day per player. Only registered player with East Ridge can use credits. Swing Card is turned back in same day to front desk.
- Sponsor East Ridge Parks and Rec Day at D-BAT with Free skills clinic for East Ridge softball and baseball players Saturday, March 21<sup>st</sup> - 9:00AM – 10:30AM
- D-BAT representative will attend Coaches meeting at Camp Jordan or host at D-BAT Q & A Coaches Clinic
  - Softball – March 3<sup>rd</sup>
  - Baseball – March 4<sup>th</sup>
- 5% Discount on Pro Shop Merchandise at D-BAT Chattanooga during dates listed for each season for current players on roster provided.

East Ridge Parks and Rec will:

- Pay one time fee of \$5 per registered player to D-BAT Chattanooga by end of 1<sup>st</sup> week of each season listed.
- Provide D-BAT Chattanooga by start date of each season with a park roster of all current registered baseball and softball players name, parent name, phone and email contact (excluding 3-6yr old tee ball players).
- Promote partnership and other opportunities to registered players and coaches
- Notify D-BAT Chattanooga management of any players who quit during season or become suspended or are terminated from East Ridge Parks and Rec Program as those players will no longer be eligible to benefit from partnership with D-BAT.

D-BAT Chattanooga Representative

Signature: *Marc Anthony Osso*

Printed Name: Marc A. Osso

Date: 2/7/2026

East Ridge Representative

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**RESOLUTION NO. 3787**

AGENDA MEMORANDUM  
East Ridge Middle School  
February 26, 2026

Submitted By:

*Shawna Skiles*

Shawna Skiles, Parks and Recreation Director

**SUBJECT:**

East Ridge Middle School has requested the use of a soccer and a softball field at Camp Jordan for the Spring and Fall seasons of 2026. They are asking the city to waive the associated rental fees.

Historically, the city has permitted them to use the fields at no cost. Staff recommends approving the usage of the fields by East Ridge Middle School, contingent on field availability at Camp Jordan.

Please see the attached required forms.

SS

**RESOLUTION NO. 3787**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
TO ALLOW EAST RIDGE MIDDLE SCHOOL TO USE A  
SOCCER FIELD AND A SOFTBALL FIELD AT CAMP  
JORDAN FOR THE 2026 SPRING AND FALL SEASONS  
AND WAIVE THE FEES FOR SUCH USAGE**

**WHEREAS**, East Ridge Middle School has requested the use of one soccer field and one softball field located at Camp Jordan for the Spring and Fall 2026 athletic seasons; and

**WHEREAS**, the school has further requested that the City waive all rental fees associated with the use of these fields; and

**WHEREAS**, City staff recommends approval of the request, contingent upon field availability at Camp Jordan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, East Ridge Middle School is hereby authorized to use one soccer field and one softball field at Camp Jordan for the Spring and Fall 2026 seasons, subject to field availability, and the fees for such usage are hereby waived.

**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 \_\_\_\_\_ 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name: East Ridge Middle School Softball

Contact Name: Email: Stinson\_L@hcde.org

Address: 4400 Bennett Rd. Chattanooga, TN 37412

of Type of Organization:  501(c)(3)  501(c)(4),  Governmental  Agency,  Other

If "Other" Please Specify: \_\_\_\_\_

Date(s) of event: Facility(s) requested: 2026; Mar. 24 (4:30), Mar. 26 (4:30), Mar. 27 (5:30)  
Apr. 1 (5:00), Apr. 2 (4:30), Apr. 8 (5:30), Apr. 14 (4:30)

Name and Purpose of Event: \_\_\_\_\_

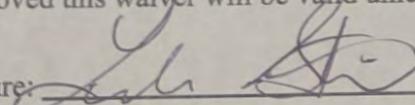
East Ridge Middle School Softball home games. We don't have the option to play on our campus as we share facilities with East Ridge High school. These games will be recognized by TMSAA. If there are questions or concerns, please contact our district Athletic Director, Tim James at James\_Tim@hcde.org.

Describe Frequency of Event:

From early March to Mid April of 2026

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criteria identified in the Facility Fee Waiver Policy.

If approved this waiver will be valid unless there is a break in services greater than three consecutive years.

Signature: 

Date: 2/6/26

Printed Name: Lebron Stinson

Title: Athletic Director

FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name: East Ridge Middle School Boys Soccer

Contact Name: Email: Hernández - C @ hede.org

Address: 4400 Bennett Rd. Chattanooga, TN 37412

of Type of Organization:  501(c) 3,  501(c) 4,  Governmental Agency,  Other ;

please specify: \_\_\_\_\_

Date(s) of event: Facility(s) requested: 2026: 3-4-26 5:00, 3-9-26 4:30, 3-25-26 5:00, 4-1 5:00, 4-22 5:00

Name and Purpose of Event: ERMS Boys Soccer Home Games.

We don't have the option of playing on our campus, as we share the campus with East Ridge High School. These games will be recognized by TMSAA (Tennessee Middle School Athletic Association). If there are questions or concerns, please contact our District Athletic Director, Tim James at James - Tim @ hede.org.

Describe Frequency of Event:

The months of March and April, Mondays or Wednesdays, 2026.

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criteria identified in the Facility Fee Waiver Policy.

If approved this waiver will be valid unless there is a break in services greater than three consecutive years.

Signature: Claudia Hernández Date: 2-6-26

Printed Name: Claudia Hernández Title: ER.M.S. BOYS Head Soccer Coach

**RESOLUTION NO. 3788**

AGENDA MEMORANDUM  
EAST RIDGE NEEDY CHILD FUND TOY/CAR SHOW

February 26, 2026

Submitted By:

*Shawna Skiles*

Shawna Skiles, Parks and Recreation Director

**SUBJECT: Request to Waive Rental Fees for Corvettes for Kids.**

The East Ridge Needy Child Fund, a 501(c)(3) non-profit organization, has requested use of the Camp Jordan Arena on August 8, 2025, from 7:00 AM to 8:00 PM to host a new event, *Corvettes for Kids*. Gail Phillips, representing the organization, is requesting that the City waive the \$1,300.00 facility rental fee, as well as any additional charges that may be incurred for the event.

In previous years, the organization has raised varying amounts per event, with proceeds benefiting the East Ridge Needy Child Fund. For this year's event, proceeds will be shared between the East Ridge Needy Child Fund and the East Ridge Optimist Club, both of which support children and families in need within the City of East Ridge. The organization has met all requirements of the Facility Waiver Policy adopted in 2024, and all necessary documentation is on file with the City Recorder.

City staff recommends approval of the request to waive all facility fees in support of this event.

SS

**RESOLUTION NO. 3788**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ALLOWING THE EAST RIDGE NEEDY CHILD FUND TO USE CAMP JORDAN ARENA AND TO WAIVE THE FEES FOR SUCH USAGE**

**WHEREAS**, the East Ridge Needy Child Fund, a 501(c)(3) non-profit organization, has requested the use of the Camp Jordan Arena on August 8, 2025, from 7:00 a.m. to 8:00 p.m. to hold a new charitable event titled *Corvettes for Kids*; and

**WHEREAS**, the organization has further requested that the City waive the standard facility rental fee, along with any additional charges associated with the use of the Arena for this event; and

**WHEREAS**, proceeds from the event will benefit both the East Ridge Needy Child Fund and the East Ridge Optimist Club, which support children and families in need within the City of East Ridge; and

**WHEREAS**, East Ridge Needy Child Fund has met all the requirements of the Facility Waiver Policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that East Ridge Needy Child Fund is hereby authorized to use Camp Jordan Arena from 7:00 a.m. to 8:00 p.m. on August 8, 2026, to host the *Corvettes for Kids* event and the fees for such usage are hereby waived.

**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 \_\_\_\_\_ 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

FACILITY RENTAL FEE WAIVER REQUEST FORM

Organization Name: EAST RIDGE Needy CHILD FUND

Contact Name: Email: GAIL Phillips - [REDACTED] OR erncf2020@gmail.com

Address: 1312 SPRING CREEK ROAD, ER, TN 37412

of Type of Organization:  501(c)(3)  501(c)(4),  Governmental  Agency,  Other

If "Other" Please Specify: \_\_\_\_\_

Date(s) of event: Facility(s) requested: AUGUST 7 - (SET-UP) - AUGUST 8, 2026 (EVENT)

Name and Purpose of Event: "CORVETTES FOR KIDS" - ALL CORVETTES CAR SHOW

THIS IS AN OPPORTUNITY TO PROVIDE A FUNDRAISER FOR BOTH NON-PROFIT ORGANIZATIONS THAT HAVE THE SHARED MISSION.

THE CORVETTE CAR SHOW WILL HELP PROVIDE RESOURCES AND OPPORTUNITIES FOR OUR CHILDREN IN THE EAST RIDGE.

Describe Frequency of Event:  
FIRST CORVETTE SHOW IN EAST RIDGE AND WE HOPE THIS WILL BE AN ANNUAL EVENT.

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criteria identified in the Facility Fee Waiver Policy.

If approved this waiver will be valid unless there is a break in services greater than three consecutive years.

Signature: Gail Phillips

Date: 1/26/26

Printed Name: GAIL Phillips

Title: PRESIDENT



## ***EAST RIDGE NEEDY CHILD FUND***

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January 26, 2026

Shawna Skiles  
Chad Ayers  
East Ridge Park and Recreation  
323 Camp Jordan Pkwy.  
East Ridge, TN 37412

Dear Shawna & Chad,

The East Ridge Needy Child Fund is requesting a waiver for the Camp Jordan arena on Saturday, August 8 2026. This event will be all corvettes show to be held at Camp Jordan and will be called "Corvettes for Kids." The East Ridge Optimist Club and ER Needy Child will be co-sponsored this event. Times: like to set up during working hours on Friday, August 7<sup>th</sup> and Saturday event 7:00 am – 5:00 p.m.

This is the only corvette show to be held in this southeast area and hope to encourage many corvette enthusiasts to the East Ridge area.

Gail Phillips, President  
East Ridge Needy Child Fund Board  
Email: [ERNCF2020@gmail.com](mailto:ERNCF2020@gmail.com)

The East Ridge Needy Child Fund is a 501(c)(3) organization. Your contribution is tax deductible to the extent allowed by law. No goods or services were provided in exchange for your generous donation.

---

East Ridge Needy Child Fund  
1312 Spring Creek Rd. Suite 104  
East Ridge, TN 37412

Check us out on Facebook at East Ridge Needy Child Fund



## ***EAST RIDGE NEEDY CHILD FUND***

---

January 26, 2026

Shawna Skiles  
Chad Ayers  
East Ridge Park and Recreation  
323 Camp Jordan Pkwy.  
East Ridge, TN 37412

Dear Shawna & Chad,

Our Mission Statement is:

"Networking with community partners to provide resources for the neediest of our youngest citizens and their families".

Vision statement is:

ENSURING EVERY CHILD IN EAST RIDGE IS NOT FORGOTTEN.

Gail Phillips, President  
East Ridge Needy Child Fund Board  
Email: ERNCF2020@gmail.com

The East Ridge Needy Child Fund is a 501(c)(3) organization. Your contribution is tax deductible to the extent allowed by law. No goods or services were provided in exchange for your generous donation.

---

East Ridge Needy Child Fund  
1312 Spring Creek Rd. Suite 104  
East Ridge, TN 37412  
Check us out on Facebook at East Ridge Needy Child Fund

## **CORVETTES FOR KIDS SHOW**

### **TENTATIVE OUTLINE**

- 1) Minutes from the Meeting
- 2) Name of this event – “Corvettes For Kids”
- 3) First Annual Corvette Show in the South east area
- 4) Saturday, August 8, 2026 – Time – Early till 5:00 p.m.
- 5) Co-sponsored by East Ridge Needy Child Fund and ER Optimist Club
- 6) Committee consist of: Gail Phillips, Sheila Thacker, Gary Martin, Debbie Colburn, Hannah Spear, James Meyers, Jim Howard, Brian Williams, Kimberly Meyers, Ken Davis, Jamie Moline
- 7) Sponsorships levels
- 8) Friday Night –VIPs- Pre-Show at Top Golf (??)
- 9) Include Hotels for VIs coming on Friday’s
- 10) Saturday – event – Camp Jordan – trying to see how many corvettes and spaces
- 11) Saturday event – Twin Peaks Restaurant
- 12) Trophies – from Brainerd Trophy Shop

## EROC + NCF Car Show Committees Meeting Minutes

**Date:** November 25, 2025

**Committee:** Car Show Committee

**Time/Location:** 6:30pm at Action Church

**In attendance:** Gail Phillips, Gary Martin, Sheila Thacker, James Meyers, Brian Williams, Jim Howard

*Debbie Colburn*

---

### 1. Venue & Event Date

- The Camp Jordan Arena is reserved by NCF for the **2026 EROC Car Show** on **August 8, 2026.**

---

### 2. Event Theme & Participation

- The event will become an **All-Corvette Show.**
- Last year's show featured **12 Corvettes**; committee anticipates increased participation.

---

### 3. Judging Classes & Awards

#### Corvette Classes

- **8 classes (C1–C8)**
- **1st, 2nd, and 3rd place** awarded in each class
- **Total class awards: 24 trophies**

#### Specialty Awards

- Best in Show
- People's Choice
- Best Custom Paint
- Best Custom Interior

#### Placement Plaques

- **25 placement plaques** will be needed.

---

### 4. Cash Prizes

- **\$500** – Best in Show
- **\$175 per category**
- **Total cash awards: \$1,900**

---

### 5. Pre-Show Considerations

- Discussion of hosting a **Pre-Show Event** (details TBD).
- Committee to determine whether **additional insurance** will be required.

---

### 6. Advertising & Promotion Opportunities

Upcoming events where the Car Show can be promoted:

- **March 19–21:** Pigeon Forge LeConte Show
- **Frawley Baptist Church** event on December 6 9:00 a.m.–2:00 p.m.

---

### 7. Next Meeting

- **December 30 at 6:30 p.m.**
-

**Car Show Committee Meeting Minutes**  
**East Ridge Optimist Club & East Ridge Needy Child Fund**

**Meeting Date:** December 30, 2025

**Time:** 6:30 PM

**Location:** Action Church

**Call to Order**

The meeting was called to order at 6:34 PM by James Meyers.

**Attendance**

**Present:**

- Gail Phillips, Sheila Thacker, Gary Martin, Debbie Colburn
- James Meyers, Jim Howard, Jamie Moline

**Absent:**

- Hannah Spear
- Brian Williams, Ken Davis, Kimberly Meyers

**Approval of Previous Minutes**

The minutes from the previous meeting were presented and approved unanimously.

**New Business**

**Fundraising Event Name**

The committee discussed options for the name of the event. **“Corvettes for Kids”** was presented and approved unanimously by the committee.

**Logo Design Timeline**

The committee discussed the need for a logo design early in the planning process. It was agreed that Gail Phillips would work with Hannah Spear to present some logo options to the committee by the second week of February.

## **Trophies**

Jim and Gary will identify trophy options and obtain pricing.

## **Sponsorship Levels (Updated)**

The following sponsorship structure was discussed and approved:

- **Title Sponsor – \$5,000**
  - Limited to one sponsor
  - Industry exclusive

James Meyers offered to present a new fundraising menu to the committee at its next meeting for further discussion.

## **Committee Member Assignments**

- **Jamie** will obtain pricing quotes for event shirts.
- **James & Kimberly** will obtain quotes for hotel rooms and event space.
- **Gail & Sheila** will contact Topgolf regarding potential involvement or sponsorship.
- **Debbie & Gary** will contact Coker Tire regarding potential involvement or sponsorship.

## **Adjournment**

The meeting was adjourned at 8:04 PM.

## **Next Meeting**

**Date:** January 20, 2026

**Time:** 6:00 PM

**Location:** Action Church

**Minutes submitted by:** James Meyers

**Title:** EROC VP of Finance

## How to Sponsor

**To reserve a sponsorship:** Email [sponsorships@eastridgecarshow.org](mailto:sponsorships@eastridgecarshow.org) or call (###) ###-####.

**Deadline for logo and ad materials:** 4 weeks before event.

**Payment options:** Check, credit card, or invoice. Receipts and tax letters provided.

**Deliverables tracking:** Sponsors receive a fulfillment summary after the event with photos and metrics.

## Short Sponsor Agreement

### Agreement Parties

This agreement is between **East Ridge Optimist Club** (Organizer) and **[Sponsor Name]** (Sponsor).

### Sponsorship Level

Sponsor agrees to provide **[\$[amount]]** for the **[Tier name]** benefits listed in the Sponsor Packet.

### Payment Terms

Payment due within 30 days of agreement or by the date specified on invoice. Accepted methods: check, credit card, or electronic transfer.

### Deliverables

Organizer will provide the benefits listed for the selected tier. Sponsor will supply high-resolution logo and ad copy by the deadline.

### Cancellation and Refunds

If Sponsor cancels more than 30 days before the event, Organizer will refund 50% or offer credit toward next year. Cancellations within 30 days are non-refundable but benefits will be provided as feasible.

### Liability and Insurance

Sponsor is responsible for its own property and personnel. Organizer is not liable for loss or damage to Sponsor property. Sponsor may be required to provide proof of insurance for certain on-site activations.

### Use of Logos and Name

Organizer may use Sponsor's name and logo for event promotion as specified in the benefits. Sponsor grants non-exclusive, limited permission for promotional use.

**Fulfillment Report**

Organizer will provide a post-event fulfillment report within 30 days, including photos and a summary of sponsor recognition delivered.

**Acceptance**

By signing below, Sponsor agrees to the terms and confirms payment method.

**Sponsor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Organizer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Hello James,

We are excited to offer additional accommodations for Optimist Club on August 7-9, 2026, at Home2 East Ridge.

Below are the proposed accommodations and meeting details:

### **Guest Room Details**

- **Hotel:** Home 2 Suites East Ridge
- **Arrival:** August 7, 2026
- **Departure:** August 9, 2026
- **Nights:** 2
- **Rooms:** based on availability
- **Rate:** A percentage off our best available rate

The nightly rate includes a complimentary hot breakfast buffet, complimentary parking and Wi-Fi, and access to the pool and fitness center. Guest rooms accommodate up to 6 guests and feature a full size refrigerator, microwave, coffee maker, Digital-Key, LCD TV, and ironing amenities.

### **Payment & Reservations Options**

- Room and tax charged to individual credit card
- Guests provide individual cards at check-in for incidentals
- Reservations may be made via booking link
- **Cancellation:** 48 hours prior to arrival

Please feel free to reach out with any questions. This proposal will remain valid through **Friday, January 23, 2026**.

- **Time:** 8:00 a.m. – 11:00 p.m.
- **Attendees:** varies (room will be used for group registration and storage)
- **Room:** Pioneer Room
- **Room Rental:** \$250 daily, plus 22% service fee and 9.25% sales tax
- No food and beverage minimum required
- Outside catering permitted
- Complimentary water station
- Coffee station available at \$35 per gallon

Please feel free to reach out with any questions. *You will receive a separate proposal for Home2 Suites East Ridge.* This proposal will remain valid through **Friday, January 23, 2026.**

NBP2553013F

Renewal of Number

# Mount Vernon Fire Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

Customer Copy  
Direct Bill Policy

POLICY DECLARATIONS

No. NBP2553013G

NAMED INSURED AND ADDRESS:

**EAST RIDGE NEEDY CHILD FUND**  
**3712 RINGGOLD ROAD**  
**103**  
**EAST RIDGE, TN 37412**

POLICY PERIOD: (MO. DAY YR.) From: 10/04/2025 To: 10/04/2026

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non Profit Organization

BUSINESS DESCRIPTION: Non-Profit Management Liability

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	\$345.00
Businessowners Property Coverage Part	\$1,176.00
Management Liability Coverage Part	\$698.00
<b>TOTAL:</b>	<b>\$2,219.00</b>

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: R-T SPECIALTY, LLC (RICHMOND) (1019)  
9020 Stony Point Parkway, Suite 450  
Richmond, VA 23235

Issued: 10/14/2025 11:46 AM

Broker: Patriot Insurance Solutions Inc

By:   
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

## EXTENSION OF DECLARATIONS

Policy No. NBP2553013G

Effective Date: 10/04/2025

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

**The following forms apply to multiple coverage parts**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
BP-104	12/20	Exclusion of Certified Acts of Terrorism
BP-107	04/08	Actual Cash Value Definition
BP-11	05/04	Exclusion - Fiduciary Liability And Financial Services
BP-115	07/08	Protective Devices Or Services Provisions
BP-145 NPP	06/10	Blanket Additional Insured Endorsement
BP-15	07/04	Business Income And Extra Expense Limit
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP-165	05/18	Exclusion - Specific Activities, Events or Conditions or Over 2,500 People
BP-168	11/11	Exclusion - Injury To Performers Or Entertainers
BP-179 NBP	12/17	Amendment of Liquor Liability Exclusion
BP-193	08/14	Limits Of Insurance Under Multiple Coverage Parts
BP-40	03/11	Molestation Or Abuse Exclusion
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-58	05/07	Animal Exclusion
BP-59	02/13	Exclusion - Athletic Activity Or Sport Participants
BP-60	05/07	Exclusion For Bleacher Collapse
BP-65	05/07	Exclusion For Mechanical Rides
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	11/10	Amended Definition
BP-95	05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96	05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-97	05/07	Exclusion For Event Vendor/Exhibitor & Contractor
BP0003	01/10	Businessowners Coverage Form
BP0202	07/02	Tennessee Changes
BP0417	01/10	Employment-Related Practices Exclusion
BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP1560	02/21	Cyber Incident Exclusion
BP1591	12/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
DO TN	06/17	Tennessee State Amendatory Endorsement
DO-100	05/17	Directors and Officers Coverage Part
DO-224A	05/17	Sexual Abuse Exclusion
DO-283	05/17	Data and Security Plus Endorsement
DO-314	03/21	Biometric Information Exclusion

## EXTENSION OF DECLARATIONS

**Policy No. NBP2553013G**

Effective Date: **10/04/2025**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

### FORMS AND ENDORSEMENTS

DO-GTC	05/17	General Terms and Conditions
Jacket	07/19	Policy Jacket
Notice- CyberIncidentExcl- BP	01/21	Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder
NTE	12/20	Notice of Terrorism Exclusion
PL 1 PFAS	03/23	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (Pfas)

**BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS**

**Policy No. NBP2553013G**

Effective Date: 10/04/2025  
12:01 STANDARD TIME

**DESCRIPTION OF PREMISES**

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	1312 Spring Creek Rd, East Ridge, TN 37412	003	0702
		Description: <b>Non-Profit Management Liability</b>		
		Covered Causes of Loss: <b>Special</b>	Protection Class	3
		Construction: <b>Non Combustible</b>	Square Footage:	500
		Special Deductible: <b>None</b>	Special Deductible Type:	

**COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN**

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	<b>Building</b>	<b>\$125,000</b>	<b>\$1,000</b>		<b>RC</b>	<b>\$831</b>
1	1	<b>Business Income and Extra Expense</b>	<b>\$50,000</b>	<b>\$0</b>			<b>Included</b>
1	1	<b>Business Personal Property</b>	<b>\$50,000</b>	<b>\$1,000</b>		<b>RC</b>	<b>\$345</b>
<b>MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:</b>							<b>\$50</b>
<b>TOTAL PREMIUM FOR PROPERTY COVERAGE PART:</b>							<b>\$1,176</b>
<b>MP - minimum premium</b>							
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained							

**LOSS PAYABLE(S): NONE**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Endorsement EOD (01/95)**

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**Policy No. NBP2553013G**

Effective Date: 10/04/2025  
12:01 STANDARD TIME

**LIMITS OF INSURANCE**

Liability and Medical Expenses	<b>\$1,000,000</b>
Medical Expense (per person)	<b>\$5,000</b>
Damages To Premises Rented To You (Any One Premises)	<b>\$100,000</b>

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

**LIABILITY DEDUCTIBLE** **\$0**

**LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	1312 Spring Creek Rd, East Ridge, TN 37412	003

**PREMIUM COMPUTATION**

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Membership Organization (Charity) - Not-for-Profit only	41668	500 Per 1,000 Total Area	0.000	168.128	\$0		\$84
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	0.000	100.000	\$0		\$100
<b>MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART:</b>								<b>\$345</b>
<b>TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART:</b>								<b>\$345 MP</b>
(This Premium may be subject to adjustment.) <b>MP - minimum premium</b>								

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)**

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS**

**PLEASE READ YOUR POLICY CAREFULLY.**

**THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.**

**No. NBP2553013G**

Effective Date: **10/04/2025**

12:01 AM STANDARD TIME

**ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS**

**EAST RIDGE NEEDY CHILD FUND  
3712 RINGGOLD ROAD  
103  
EAST RIDGE, TN 37412**

**ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 10/04/2025 To: 10/04/2026**

**Non Profit Directors and Officers Liability Coverage Part**

**ITEM III. LIMITS OF LIABILITY**

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

**ITEM IV. RETENTION:** \$0 EACH CLAIM

**ITEM V. PREMIUM:** \$698

**RETROACTIVE DATE:** Full Prior Acts

**PRIOR OR PENDING LITIGATION** 10/04/2018

**Employment Practices Liability Coverage Part**

**ITEM III. LIMITS OF LIABILITY**

a. Employment Practices	NOT COVERED
b. Employment Practices	

**ITEM IV. RETENTION:** NOT COVERED

**ITEM V. PREMIUM:** NOT COVERED

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**NON PROFIT MANAGEMENT LIABILITY COVERAGE PART DECLARATIONS**

**PLEASE READ YOUR POLICY CAREFULLY.**

**THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.**

**No. NBP2553013G**

Effective Date: **10/04/2025**

12:01 AM STANDARD TIME

**Fiduciary Liability Coverage Part**

ITEM III. LIMITS OF LIABILITY

a. Fiduciary Liability NOT COVERED

ITEM IV. RETENTION: NOT COVERED

ITEM V. PREMIUM: NOT COVERED

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Endorsement EOD (01/95)**

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

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STATE OF TENNESSEE  
DEPARTMENT OF REVENUE

EIN: 82-1893459

EAST RIDGE NEEDY CHILD FUND  
1517 TOMBRAS AVE  
EAST RIDGE TN 37412-2767

**Effective Date:** July 1, 2023  
**Expiration Date:** June 30, 2027  
**Account No:** 1000455629-SLC  
**Exemption No:** 1687351552  
**Facility Address:**  
EAST RIDGE NEEDY CHILD FUND  
1501 TOMBRAS AVE  
EAST RIDGE TN 37412-2719

**Exempt Organizations or Institutions  
Sales and Use Tax Certificate of Exemption**

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

Ensure this lower portion is properly completed and signed before presenting to a vendor.

*Seller's Name*

*Seller's Address (City & State)*

I, \_\_\_\_\_ as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

*Print Name of Authorized Representative*

*Signature of Authorized Representative*

*Date*

The supplier must maintain a copy of this document as evidence of the sales tax exemption.

**Income**

Sales	163,935.21
-------	------------

**Profit and Loss 129,238.54****Expenses**

Advertising	4,642.08
Bank Fees	0.00
Credit Card Fees	0.00
Commissions and Fees	0.00
Contract Labor	80.00
Insurance	-250.00
Interest	498.77
Legal and Professional Services	0.00
Office Expenses	1,129.69
Rent or Lease	12,974.48
Repairs and Maintenance	210.17
Supplies	8,776.60
Taxes and Licenses	20.46
Travel	0.00
Meals	0.00
Utilities	907.25
Other Expenses	5,707.17

Total Expense	34,696.67
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**RESOLUTION NO. 3789**

AGENDA MEMORANDUM  
COMMUNITY CENTER LOWER ROOF REPAIR

February 26th, 2026

Submitted By:

*Shawna Skiles*

Shawna Skiles, Parks and Recreation Director

**SUBJECT: Community Center Low Roof**

During a recent walkthrough of the East Ridge Community Center as part of the Fire Suppression System project, City staff identified **multiple holes throughout the lower portion of the roof**. These conditions raised immediate concerns regarding water intrusion, structural deterioration, and the overall integrity of the facility. In response, staff requested several roofing contractors to inspect the building and provide preliminary evaluations.

Based on these assessments, the city received verbal estimates ranging from **\$60,000 to \$70,000** to install a new roof over the existing R-Panel system. Contractors confirmed that the current roof is significantly aged and that the observed holes and underlying deficiencies require **timely corrective action**.

To properly address these issues, the Parks and Recreation Department recommends initiating a **formal sealed bid process** for the installation of a new **50-mil PVC Duro-Last roofing system** at the Community Center located at 1515 Tombras Avenue

**Warranty Requirement**

The selected contractor must provide a **20-year manufacturer's warranty** covering both labor and materials against leaks, in accordance with Duro-Last specifications.

**Recommendation**

Following receipt and evaluation of sealed bids—reviewed for responsibility, responsiveness, compliance with specifications, and warranty qualifications—staff will recommend awarding the project to the **lowest responsible bidder**.

Funding may be drawn from the **Capital Projects Fund (Upgrades to Buildings – Various Sites)**, which supports major facility repairs and emergency infrastructure needs. Given the observed roof damage, structural concerns, and professional estimates, staff consider this project **urgent and necessary to move forward**.

SS

**RESOLUTION NO. 3789**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO ADVERTISE  
FOR BIDS FOR THE INSTALLATION OF A NEW ROOF ON  
THE EAST RIDGE COMMUNITY CENTER LOWER ROOF**

**WHEREAS**, during a recent walkthrough of the East Ridge Community Center, City staff identified multiple holes in the lower roof, raising concerns of water intrusion, structural deterioration, and facility integrity; and

**WHEREAS**, roofing contractors inspected the building and confirmed that the existing roof is significantly aged and requires timely corrective action; and

**WHEREAS**, staff recommends the installation of a 50-mil PVC Duro-Last roofing system, including a 20-year manufacturer's warranty covering both labor and materials against leaks; and

**WHEREAS**, the Parks and Recreation Department recommends initiating a formal bid process to obtain competitive pricing and ensure the project is awarded to the lowest responsible bidder following review for responsibility, responsiveness, compliance with specifications, and warranty requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the Parks and Recreation Department is hereby authorized to advertise for bids for the replacement of the lower roof of the East Ridge Community Center.

**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 \_\_\_\_\_, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

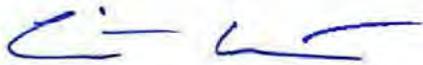
**RESOLUTION NO. 3790**

AGENDA MEMORANDUM

**Animal Shelter Donation**

Date: February 26, 2026

Submitted by:



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Clint Uselton, Chief of Police

SUBJECT:

The washer and dryer originally purchased for the East Ridge Animal Shelter have unfortunately proven to be too small to meet the shelter's operational needs. In addition, the existing dryer is now inoperable and would require repair.

PJ Patel and his Cricket group have generously raised money and purchased good-quality used industrial-grade equipment for the shelter.

The equipment to be donated was purchased for \$6,300.00 and includes:

Industrial Washer - \$3,000.00

Stacked double industrial dryer - \$3,000.00

Washer pedestal base - \$300.00

The city will have to pay for installation of the equipment.

If purchased new, this equipment would have cost over \$27,000.00.

We respectfully request the East Ridge City council accept this donation to support the ongoing needs of the East Ridge Animal Shelter.

**RESOLUTION NO. 3790**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
ACCEPTING A DONATION OF INDUSTRIAL-GRADE  
LAUNDRY EQUIPMENT FOR THE EAST RIDGE  
ANIMAL SHELTER**

**WHEREAS**, the washer and dryer previously purchased for the East Ridge Animal Shelter have proven inadequate for operational needs, and the existing dryer is no longer functional and requires repair; and

**WHEREAS**, PJ Patel and his Cricket group have generously raised funds and purchased high-quality used industrial-grade laundry equipment for donation to the East Ridge Animal Shelter; and

**WHEREAS**, the donated equipment, valued at \$6,300.00, includes an industrial washer valued at \$3,000.00, a stacked double industrial dryer valued at \$3,000.00, and a washer pedestal base valued at \$300.00; and

**WHEREAS**, if purchased new, similar equipment would cost in excess of \$27,000.00; and

**WHEREAS**, the City Council recognizes and appreciates the generosity of PJ Patel and his Cricket group in supporting the ongoing needs of the East Ridge Animal Shelter.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council hereby accepts the donation of industrial-grade laundry equipment from PJ Patel and his Cricket group for use at the East Ridge Animal Shelter.

**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 \_\_\_\_\_, 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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

# RESOLUTION NO. 3791

## AGENDA MEMORANDUM

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

#### Contract Amendment #1

February 26, 2026

Submitted by:

*Cameron McAllister*

Administrator of Economic & Community Development

#### **SUBJECT: Approval of FFY2026 THSO Grant Contract Amendment 1**

The Economic & Community Development Department is requesting approval from the Mayor and Council to accept Amendment One to the Federal Fiscal Year 2026 (FFY26) Tennessee Highway Safety Office High Visibility Enforcement Grant.

In March 2025, the East Ridge Police Department applied for grant funding to support the purchase of LIDAR-RLR equipment and to conduct targeted traffic saturation events within the City. Officers participating in these enforcement events are compensated through departmental overtime, with the grant reimbursing eligible costs.

On August 29, 2025, the Tennessee Highway Safety Office awarded the City \$10,000 in federal funding. The grant operates on the federal fiscal year cycle of October 1, 2025, through September 30, 2026, and does not require a local match.

On February 18, 2026, the State notified grant recipients of a 20% reduction in FFY26 funding. As a result, the City's award has been reduced from \$10,000 to \$8,000. The grant term remains unchanged.

To date, approximately \$7,020 has been obligated under the grant, including \$5,100 for enforcement equipment and \$1,920 for a completed saturation event held on February 6, 2026. With the award reduced to \$8,000, approximately \$980 remains available.

The estimated overtime rate for officers assigned to saturation events ranges from \$40 to \$45 per hour. Two quarters remain within the current grant cycle, and one saturation event is required per quarter. The remaining balance will significantly limit the number of officers and hours available for the remaining required enforcement events.

Staff recommends approval of Amendment One to the FFY2026 THSO Grant Contract and authorization for the City Manager or designee to execute all related documents.

**RESOLUTION NO. 3791**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE AMENDMENT ONE TO THE FEDERAL FISCAL YEAR 2026 TENNESSEE HIGHWAY SAFETY OFFICE HIGH VISIBILITY ENFORCEMENT GRANT**

**WHEREAS**, in March 2025, the East Ridge Police Department applied for Federal Fiscal Year 2026 (FFY26) Tennessee Highway Safety Office (THSO) High Visibility Enforcement Grant funding to support the purchase of LIDAR-RLR enforcement equipment and conduct targeted traffic saturation events within the City; and

**WHEREAS**, on August 29, 2025, the THSO awarded the City of East Ridge \$10,000 in federal funding under this grant program for the term of October 1, 2025, through September 30, 2026, with no local match required; and

**WHEREAS**, on February 18, 2026, the State notified grant recipients of a 20% reduction in FFY26 THSO funding, resulting in the City's award being reduced from \$10,000 to \$8,000; and

**WHEREAS**, approximately \$7,020 of the award has already been obligated, leaving approximately \$980 available for the remainder of the grant term; and

**WHEREAS**, the remaining balance will limit the number of officers and enforcement hours available for the two required saturation events remaining in the current grant cycle.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council hereby approves Amendment One to the Federal Fiscal Year 2026 Tennessee Highway Safety Office High Visibility Enforcement Grant, reflecting the reduction of the City's award from \$10,000 to \$8,000, and authorizes the City Manager or his designee to execute Amendment One and all required supporting documents associated with the implementation and administration of the grant.

**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 \_\_\_\_\_ 2026.

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

Attest:

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

Approved as to Form:

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



To: Tennessee Highway Safety Partners

From: Director Buddy Lewis  
Tennessee Highway Safety Office

Date: February 18, 2026

**Subject: FFY 2026 Budget Adjustment**

Tennessee Highway Safety Partners,

While this information is not easy to share, after careful review, it is necessary. And because of our long-standing relationship and impressive work together over the years, we know you will work with us as we move through this current fiscal adjustment. This memo is to inform you of necessary reductions that will be made to many of our FFY 2026 grant awards. To be clear, this is directly impacting our current fiscal year, October 1, 2025 – September 30, 2026.

How did we get here? During and shortly after the pandemic, our office like many other agencies, had a sizable surplus of funding available that had to be spent, per federal regulations. This exponentially increased our carryforward funds for several years. The THSO increased the award amounts on many of our grant programs, primarily traffic safety enforcement projects, over the course of three grant years to expend that surplus of carryforward. Over the last couple years, our office preemptively began to reduce grant award amounts. Our office made FFY2026 award determinations during the summer of 2025 based on estimated funding levels that include new funding as well as projected carryforward funds that were not used from previous grant years. Unfortunately, that funding is no longer available, which left our FFY 2026 budget short of our estimations. Therefore, our office has no option other than to lower the amount of grants awarded to many agencies in FFY 2026. While we will primarily focus on reductions in law enforcement overtime funding, there are other areas which will be required to show reductions as well. A simple across the board reduction will not solve our issues due to our funding from NHTSA being divided into various program categories, at varying funding levels, with differing requirements and limitations.

Grants impacted will be adjusted by approximately 20%. Your THSO program manager will send you an amendment in the next few days to adjust the funding level. We must process these amendments quickly. If you do not sign and return the amendment within 30 days of us sending it to you electronically, our office will be forced to terminate the grant based on



the *Subject to Funds Availability* clause located in section D of your contract (see below). While this is absolutely not a desirable process for our office or our partners, we must realign the budget based on the normal level of funding. Following that, a grant modification will be necessary to update your grant budget in our TN Grants system, with which your program manager can assist you.

As you plan for FFY 2027 grant applications, be prepared to submit a budget based on the newly adjusted level of your current grant. Rest assured, we are immediately building in protective measures in our fiscal planning for future years, beginning with FFY2027.

We appreciate your understanding and cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Clyde Lewis".

Clyde "Buddy" Lewis  
Director

Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.



## GRANT AMENDMENT

<b>Agency Tracking #</b> 34901-01621	<b>Edison ID</b> 87701	<b>Contract #</b> Z26THS105	<b>Amendment #</b> One (01)		
<b>Contractor Legal Entity Name</b> East Ridge Police Department			<b>Edison Vendor ID</b> 2874		
<b>Amendment Purpose &amp; Effect(s)</b> The purpose of this Amendment One (01) is to decrease the maximum liability (Grant Contract Section C.1.) due to a decrease in the overall availability of federal funds, to replace Grant Contract Attachment One (Grant Budget) with an updated Grant Contract Attachment One, and to replace Grant Contract Attachment Two (Federal Award Identification Worksheet) with an updated Grant Contract Attachment Two					
<b>Amendment Changes Contract End Date:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<b>End Date:</b> 09/30/2026			
<b>TOTAL Contract Amount INCREASE or DECREASE per this Amendment</b> (zero if N/A):			<b>(\$2,000.00)</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2026		\$10,000.00			\$10,000.00
2026		(\$2,000.00)			(\$2,000.00)
<b>TOTAL:</b>		<b>\$ 8,000.00</b>			<b>\$ 8,000.00</b>
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional) 71302000			

**AMENDMENT ONE (01)  
OF GRANT CONTRACT Z26THS105**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" and East Ridge Police Department, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1 Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Eight Thousand Dollars and Zero Cents (\$ 8,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment One, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
2. Grant Contract Attachment One is deleted in its entirety and replaced with the new Attachment One attached hereto.
3. Grant Contract Attachment Two is deleted in its entirety and replaced with the new Attachment Two attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**East Ridge Police Department:**

---

**GRANTEE SIGNATURE**

**DATE**

---

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

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

---

**JEFF LONG, COMMISSIONER**

**DATE**

## ATTACHMENT TWO

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	East Ridge Police Department
Subrecipient's Unique Entity Identifier (SAM)	EQR8B2U22299
Federal Award Identification Number (FAIN)	69A37525300004020TN0
Federal award date	10/01/2025
Subaward Period of Performance Start and End Date	10/01/2025 - 09/30/2026
Subaward Budget Period Start and End Date	10/01/2025 - 09/30/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.600, State and Community Highway Safety
Grant contract's begin date	10/01/2025
Grant contract's end date	09/30/2026
Amount of federal funds obligated by this grant contract	\$ 8,000.00
Total amount of federal funds obligated to the subrecipient	\$ 8,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,468,389.33
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	State and Community Highway Safety
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%



## GOVERNMENTAL GRANT CONTRACT

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

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

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and East Ridge Police Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2874

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Police Traffic Services Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include the following: participation in law enforcement activities to reduce speeding, aggressive driving, driving under the influence, and non-seat belt usage for children and passengers, as well as, activities to promote high visibility highway safety campaigns; provide training to increase skills and knowledge including but not limited to: Standardized Field Sobriety Testing (SFST), Traffic Stops, Radar Training, Officer Spanish Communication; education and networking opportunities for law enforcement officials and other community stakeholders will be provided.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

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

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

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

The Grantee agrees:

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

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

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

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

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at [www.THSOGrants.org](http://www.THSOGrants.org).

A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security  
 Tennessee Highway Safety Office  
 Tennessee Tower, 25th Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for

reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.

- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8 Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to,

the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

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

The Grantee:

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

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

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

- confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

## **E. SPECIAL TERMS AND CONDITIONS:**

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

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

Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

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

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

**IN WITNESS WHEREOF,**

**East Ridge Police Department:**

Brian Williams 9/14/25  
 GRANTEE SIGNATURE DATE

Brian Williams Mayor  
 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

09/15/2025

\_\_\_\_\_  
 JEFF LONG, COMMISSIONER DATE

**GRANT BUDGET**

Agency Name: East Ridge Police Department

Project Title: High Visibility Enforcement of Tennessee Traffic Safety Laws

**The grant budget line-item amounts below shall be applicable only to expense incurred during the following**

**Applicable Period: BEGIN: 10/01/2025 END: 09/30/2026**

<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1 & 2	Salaries, Benefits & Taxes	\$4,900.00	\$0.00	\$4,900.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$5,100.00	\$0.00	\$5,100.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$10,000.00</b>

<sup>1</sup>. Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (onr sdc nr1and` s9<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library-.html>).

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

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>PROFESSIONAL FEE/ GRANT &amp; AWARD</b>	<b>AMOUNT</b>
	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>OTHER NON-PERSONNEL</b>	<b>AMOUNT</b>
	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

**GRANT BUDGET LINE-ITEM DETAIL:**

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

## ATTACHMENT TWO

**Federal Award Identification Worksheet**

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



Tennessee Department of Safety & Homeland Security  
Tennessee Highway Safety Office

**SIGNATURE AUTHORITY CONSENT FORM**

I, Brian Williams as the Mayor of  
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

City of East Ridge hereby grant the person(s) identified below signatory authority  
Name of Organization Receiving Grant

for the 2025-2026 grant awarded by the Tennessee Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

J. Scott Miller, City Manager  
Name and Title (Printed)

[Signature]  
Signature

Cameron McAllister, ECD Administrator  
Name and Title (Printed)

[Signature]  
Signature

Josh Creed, Asst. Police Chief  
Name and Title (Printed)

[Signature]  
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

[Signature]  
Signature of Person Granting Authority

8/16/25  
Date

**RESOLUTION NO. 3792**

AGENDA MEMORANDUM  
COMMUNITY CENTER GYM FLOOR VAPOR BARRIER

February 26th, 2026

Submitted By:  
***Shawna Skiles***

---

Shawna Skiles, Parks and Recreation Director

**SUBJECT: Community Center Gym Floor Vapor Barrier**

I want to provide additional details on **why we must move forward** with the upgraded vapor barrier for the new gym floor to keep this project on track.

The concrete slab has been curing for more than 90 days, and the moisture tests completed last week still showed RH levels between **88–92%**, which exceeds the acceptable limits for the gym flooring system. UES installed additional RH probes to verify these results, and their readings came back **identical to Pillar/Covington’s findings**, confirming that the slab moisture remains too high.

If we proceed without addressing this issue, we risk significant and costly problems, including flooring failure, adhesive breakdown, warping, and potential loss of warranty coverage. To protect the long-term integrity of the gym floor and avoid future replacements or repairs, **the upgraded vapor barrier is necessary**.

The total cost for this required work is **\$14,168**. At this time, we also have a **contingency credit of \$17,546.00** on the Community Center project, which can be applied toward this expense.

Attachment Included

SS

**RESOLUTION NO. 3792**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER TO APPROVE A  
CHANGE ORDER REQUEST IN THE AMOUNT OF  
\$14,168 FOR THE COMMUNITY CENTER EXPANSION  
PROJECT**

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

**WHEREAS**, moisture testing of the concrete slab confirmed consistent relative humidity (RH) readings exceeding the maximum acceptable 85% RH limit for the vapor barrier system originally specified in the project documents; and

**WHEREAS**, Pillar Construction is requesting a Change Order to the original agreement to include installation of the Traxx Vaporshield 95 moisture mitigation system in order to adequately protect the new floor and ensure compliance with manufacturer warranty requirements; and

**WHEREAS**, the total cost of the Change Order for the upgraded vapor barrier system is Fourteen Thousand One-Hundred Sixty-eight dollars (\$14,168); 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 Change Order with Pillar Construction for the Community Center Expansion Project in the amount of Fourteen Thousand One-Hundred Sixty-eight dollars (\$14,168).

**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 \_\_\_\_\_ 2026.

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

ATTEST:

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

APPROVED AS TO FORM:

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





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709 First Avenue North Birmingham, AL 35203

(205) 328-2330 Office • (615)969.4080 Cell

E mail: [eparker@covington.com](mailto:eparker@covington.com) • Web: <http://www.covington.com>

---

*Change Order Proposal*

Date: February 13, 2026  
Attention: Pillar Construction  
Project: East Ridge Community Center  
Description: Moisture Mitigation

---

Covington Flooring Company proposes to furnish all required labor and materials to install the following:

Traxx 95 system and required tape for moisture mitigation. RH readings above 85% and below 95% *note higher readings above 95% would require Ultra Shield 100 Vaporshield*

**Add To Our Contract The Amount Of ..... \$14,168.00**

Notes and Exclusions:

- Based on shipping with the Bio Channel SB system

If you have any questions or comments, please feel free to call me at 615.969.4080 or email me at [eparker@covington.com](mailto:eparker@covington.com).

Respectfully,

*Erica Parker*

Athletic Sales – TN Region

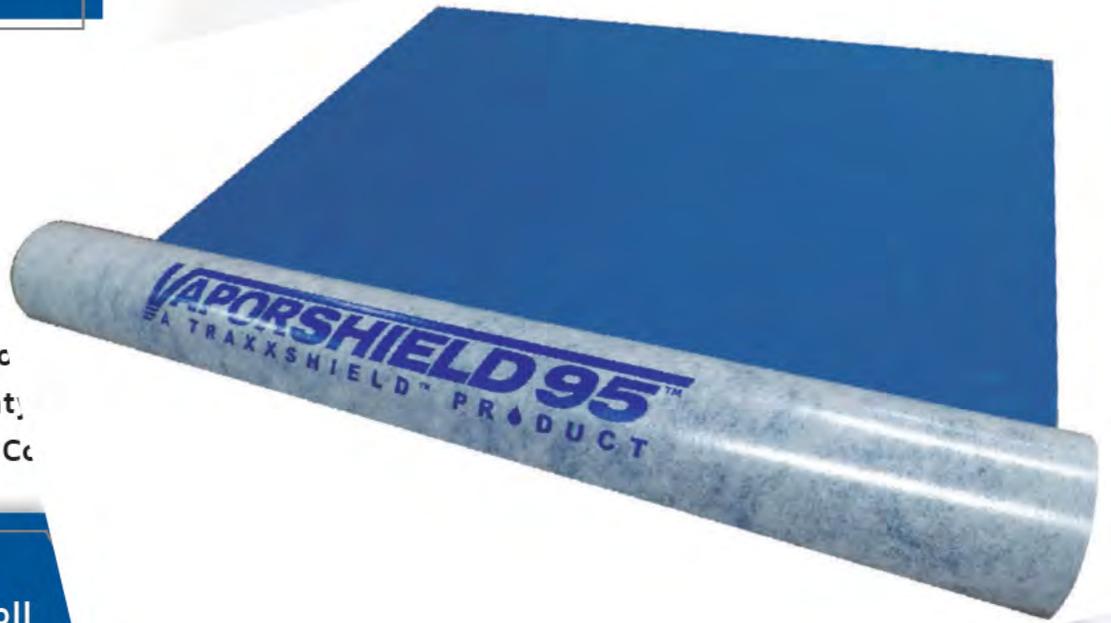
# VAPORSHIELD 95™

A TRAXXSHIELD™ PRODUCT

## LOOSE-LAY MOISTURE MEMBRANE

### 95% RH

- Loose-Lay Installation
- 95% RH Protection
- No Down Time for Insta
- Protects Against pH 12
- Mold & Fungus Resistant
- Easy Install with No Mess
- Low Cost Per Square Foot
- 10-Year Limited Warranty
- Eliminate Future Demo Co



Roll Size: 5ft x 144ft  
Roll Sq.Ft.: 720 Sq.Ft. Roll  
Weight: 90lbs  
Application Temp: 60° - 90°  
Warranty: 10-Year Limited

### TAPES



Blue Seam Tape



4 Inch Double Sided Tape

### APPROVED FLOOR COVERINGS

- VCT
- LVT
- LVP
- Carpet Tile
- Ceramic Tile



1201 E. Lexington Avenue | Pomona, CA 91766  
909-623-8032 [www.traxxcorp.com](http://www.traxxcorp.com)

**DISCUSSION ITEM**

AGENDA MEMORANDUM  
BENEFIT PROGRAMS TO ELECTED OFFICIALS

February 26, 2026

Submitted By:

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

SUBJECT:

At the regular business meeting of the City Council on February 12, 2026, during discussion referencing a salary increase of the elected Court Clerk, the subject of elected officials participating in the city's medical insurance programs was touched upon. Mayor Brian Williams asked that this subject be placed on the February 26, 2026 regular business meeting agenda for discussion.

Attached hereto please find a copy of Resolution No. 2340 which permits members of the Council to participate in the group life, hospitalization, disability, and/or medical insurance programs at the same cost, and upon the same terms and conditions as regular employees of the City.

Attachment

JSM/

**RESOLUTION NO. 2340**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE PERMITTING COUNCIL MEMBERS AND THEIR DEPENDENTS TO PARTICIPATE IN CERTAIN BENEFIT PROGRAMS OF THE CITY.**

**WHEREAS**, Tennessee law (Tenn. Code Ann. § 8-27-601-607) provides that municipalities may provide group life, hospitalization, disability, and/or medical insurance coverage for officials of those municipalities and their dependents; and

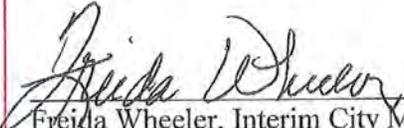
**WHEREAS**, it is the desire of the Council to extend such coverage to Council members and their dependents, as provided hereinafter;

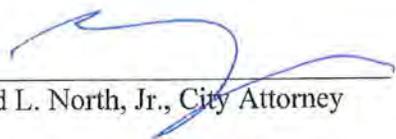
**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of East Ridge, Tennessee, that members of the Council and their dependents who desire to participate or continue to participate in the group life, hospitalization, disability, and/or medical insurance programs, may do so, at the same cost, and upon the same terms and conditions as regular employees of the City.

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

Passed this the 19th day of September 2013.

  
\_\_\_\_\_  
Brent Lambert, Mayor

Attest:  
  
\_\_\_\_\_  
Freida Wheeler, Interim City Manager

Approved to Form:  
  
\_\_\_\_\_  
Harold L. North, Jr., City Attorney

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

AGENDA MEMORANDUM

Appeal

Short-Term Vacation Rental

Date: March 12th, 2026

Submitted by:



Michael Howell, Chief Building Official

**SUBJECT:**

A proposed non-owner-occupied Short-Term Vacation Rental (STVR) located at 188 John Arnold received one written objection from a neighboring property owner within three hundred (300) feet of the subject property. In accordance with established procedures, adjacent property owners within three hundred (300) feet are notified via mail and are provided thirty (30) days from the date of the mailed notification letters to submit written comments/objections to the Building Department.

Pursuant to Ordinance No. 1073, when objections are received within the required notification period, the Building Department is required to forward the application to the City Council for a public hearing. The City Council shall then consider the matter and determine whether to grant or deny the non-owner-occupied STVR permit for 188 John Arnold.

**Note:** The Building Department also received an application for a non-owner-occupied STVR located at 907 Blue Heights Drive, which is within the same subdivision as 188 John Arnold. No objections were received for the 907 Blue Heights Drive application within the required notification period, and the Building Department has approved that STVR administratively in accordance with the ordinance.

Received Letter  
Jan 7 2025  
Reponed by  
Jan 14, 2025

City of East Ridge

To: Mr. Howell,

I Oppose for Short-term Vacation Rental...  
It is to close to <sup>the</sup> elementary school and short  
term rentals do not do Full Background

Checks on short-term tenants.  
for 188 John Arnold Ave. East Ridge TN 37412

Thank you  
<sup>DM</sup>  
property owners in the area



CHATTANOOGA TN 373

21 JAN 2026 PM 1 L

City of East Ridge  
1517 Tombrow Avenue  
East Ridge TN 37412

Att: Mr. Howell

37412-279899





**Record No: STVR-25-7**

Short Term Vacation Rentals

Status: Active

Submitted On: 12/9/2025

**Primary Location**

188 JOHN ARNOLD AVE  
East Ridge, TN 37412

**Owner**

Sugar Creek Getaways LLC  
Alabama Road 3765 Apison  
, TN 37302

**Applicant**

 Brad Burcham

 423-421-7654

 3765 Alabama Rd  
Apison, TN 37302

**Contact Information**

**Property Owner(s) Name\***

Sugar Creek Getaways LLC

**Mailing Address\***

3765 Alabama Road

**City, State, Zip Code\***

Apison TN 37302

**Phone Number\***

423-421-7654

**Email\***



**Contact Information**

**Applicant/Agent Name\***

Brad Burcham

**Mailing Address\***

3765 Alabama Road

**City, State, Zip Code\***

Apison TN 37302

**Email\***

[REDACTED]

**Phone Number\***

423-421-7654

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## Property Information (property being rented)

**Mailing Address\***

3765 Alabama Road

**City, State, Zip Code\***

Apison TN 37302

**Zoning\* ⓘ**

R-3

**Parcel Number\***

033169CC00102C037

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## Property Details

**Please provide a narrative of the area available for rent (be specific: # of bedrooms and square footage and which common areas):\***

entire townhouse

**What are the days of operation? (all year, just holidays, weekends/weeknights, etc.):\***

all year

**How many bedrooms are available?\***

2

**What is the property's maximum number of occupants? (Two persons per bedroom up to 140 square feet, or for bedrooms over 140 square feet the occupant load will be determined by area of room divided by 70 square feet)\***

4

**What is the maximum number of vehicles that may be parked at the unit?\***

2

**How will trash be handled?\***

City of east ridge

**Do you own the property?\***

Yes

**Is this property owner-occupied?\***

No

**What is the policy number of your property's insurance plan?\***

92-KZ-4153-8

**What is your City of East Ridge Business License Number? (You may wait to obtain this at permit issuance, however, it is required prior to issuing the permit)**

Do you have Neighborhood Covenants? \*

Yes

Do they permit Short - Term Vacation Rentals?\*

Yes

## Payment

Payment for the Short-Term Vacation Rental Certificate is due at time of issuance. This fee is non-refundable. The application fee for owner-occupied STVR shall be \$75.00. The application fee for all other non-owner occupied STVR shall be \$125.00\*

125.00

Amount to be paid:\*

\$125.00

## Items to Provide

- Proof of ownership - Proof of Agency (if necessary) - Proof of Insurance - Site Plan/Show Floor Plan; Show smoke detectors and carbon monoxide decetors, layouts, exits, and parking location. - Compliance Form - Letter form the neighborhood Association conforming the STVRs are permitted by the Covenants.

Upload Items\*



Warranty deed - Deed - Signed.  
pdf.pdf

## Signature

I (We) certify that the facts set out in the forgoing request are true to the best of my knowledge. In the event any information given is found to be false, any decision rendered may be revoked at any time. I (We) understand that failure to provide adequate and complete information shall be the grounds for denial of this application. If the event that the application/agent is not the owner, I (We) certify that the listed individual as the applicant/agent has the power and permission to represent the owner in this application and all matters related to it.

Brad Burcham

Applicant/Agent or Owner (Print Name)\*

Date\*

Brad Burcham  
Dec 9, 2025

12/09/2025

Applicant/Agent or Owner Signature\*

Sign posting\* 

Brad Burcham  
Dec 9, 2025



## Timeline

Label	Activated	Completed	Assignee	Due Date	Status
<input checked="" type="checkbox"/> Building Department Review	12/9/2025, 2:18:37 PM	1/6/2026, 10:32:42 AM	Torrey Holder	-	Completed
<input checked="" type="checkbox"/> Non-Owner Occupied	12/9/2025, 2:18:37 PM	1/6/2026, 10:33:14 AM	Torrey Holder	1/8/2026	Completed
<input checked="" type="checkbox"/> Certificate Fee	1/6/2026, 10:33:14 AM	1/6/2026, 11:32:28 AM	Brad Burcham	-	Completed

Label	Activated	Completed	Assignee	Due Date	Status
 Rental Dwelling Inspection	1/6/2026, 11:32:28 AM	-	-	-	Active
 Certificate Issuance	-	-	-	-	Inactive

Book/Page: **GI 14109 / 506**

Instrument: 2025111700217

4 Page WARRANTY DEED Value of \$235375.00  
Recorded by VRH on 11/17/2025 at 2:53 PM

Name and Address of New Owner and  
Send Tax Bills to:  
Sugar Creek Getaways LLC  
3765 Alabama Road  
Apison, TN 37302

Deed Recording Fee	\$20.00
Data Processing Fee	\$2.00
eFile Fee	\$2.00
Probate Fee	\$1.00
Conveyance Tax	\$870.89

TOTAL FEES \$895.89

This Instrument Prepared By:  
Next Title & Escrow, LLC  
6116 Shallowford Road  
Suite 117  
Chattanooga, TN 37421

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

**Marc Gravitt**

Map & Parcel No: out of 169 C 001.02

### **WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby irrevocably acknowledged, Graston Ave LLC, a Tennessee Limited Liability Company "the Grantor," has this day bargained and sold and by these presents does hereby sell, give, transfer and convey unto Sugar Creek Getaways LLC, a Tennessee Limited Liability Company, "the Grantees," the following described real estate in Hamilton County, Tennessee:

A certain tract or parcel of land located in Hamilton County, State of Tennessee, described as follows, to-wit:

Unit 37, Cielo, a Horizontal Property Regime with Private Elements, created pursuant to the provisions of the Tennessee "Horizontal Property Act as set forth in Chapter 27, at Section 66-27-101, et seq., in the Tennessee Code Annotated, and as created and more particularly described in Declaration of Covenants, conditions and restrictions for Cielo, a Horizontal Property Regime with Private Elements ("the Declaration") made and entered into the 12th day of July, 2024 by Graston Ave, LLC, A Tennessee Limited Liability company, recorded in Book 13647, page 160 and amended and restated in Book 13965, page 914, in the Register's Office of Hamilton County, Tennessee, together with appurtenant undivided interests in the Common elements associated with said units as defined, and easements as created, in said Declaration.

SUBJECT TO Terms, conditions, provisions, restrictions and easements contained in Restrictions as (book) 13647 (page) 160 and amended in Book 13695, Page 914.

SUBJECT TO Utility Easement, and the terms, conditions, and provisions thereof in favor of City of Chattanooga, Tennessee for the use and benefit of the Electric Power Board of Chattanooga dated May 30, 2025, recorded June 20, 2025 as (book) 13958 (page) 696.

SUBJECT TO Easement, and the terms, conditions, and provisions thereof in favor of

Electric Power Board of Chattanooga, acting for and on benefit of the City of Chattanooga, Tennessee dated April 26, 1973, recorded July 3, 1973 as (book) 2113 (page) 333.

SUBJECT TO Permanent Easement, and the terms, conditions, and provisions thereof in favor of City of Chattanooga, Tennessee, a municipal corporation dated December 8, 1997, recorded March 19, 1998 as (book) 5053 (page) 132.

SUBJECT TO Terms, conditions, provisions, restrictions and easements contained in Warranty Deed recorded as (book) 2023 (page) 541.

SUBJECT TO Terms, conditions, provisions, restrictions and easements contained in Right of Reverter in a Warranty Deed recorded as (book) 2000 (page) 78; as affected by Deed of Clarification in Book 2023, Page 499

Being part of the same property conveyed to Graston Ave LLC, a Tennessee limited liability company by Warranty Deed from Turnipseed Properties LLC, a Tennessee limited liability company and WALTS LLC, a Tennessee limited liability company of record in Book 13458, Page 639 in the Register's Office for Hamilton County, Tennessee, dated November 28, 2023 and recorded on November 30, 2023.

TO HAVE AND TO HOLD said real estate unto the Grantees, and the Grantees' successors, heirs and assigns, forever in fee simple.

Grantor covenants that it is lawfully seized and possessed of said real estate, has good right and lawful authority to convey the same, that the title thereto is clear, free and unencumbered (except as hereinbefore specifically set out), and will forever warrant and defend said title against any and all lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed on the 17th day of November, 2025.

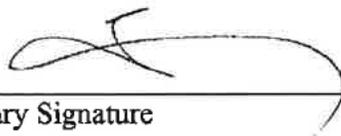
Graston Ave LLC, a Tennessee Limited Liability Company

By:  (SEAL)  
Benham Brasher Van Gaasbeek, Manager

STATE OF TENNESSEE  
COUNTY OF HAMILTON

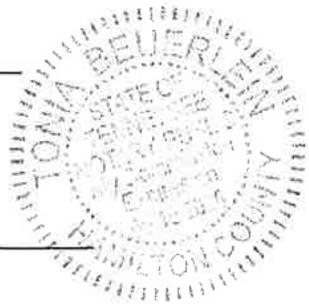
Before me, Tonia Beuerlein of the state and county mentioned, personally appeared Benham Brasher Van Gaasbeek, Manager of Graston Ave LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Manager of Graston Ave LLC, the within named bargainor, a Limited Liability Company, and that such Benham Brasher Van Gaasbeek, Manager of Graston Ave LLC as such Manager, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Limited Liability Company as Manager.

Witness my hand and seal, this 17th day of November, 2025.

  
\_\_\_\_\_  
Notary Signature

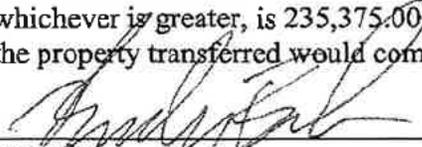
Printed Name: Tonia Beuerlein

My commission expires: \_\_\_\_\_



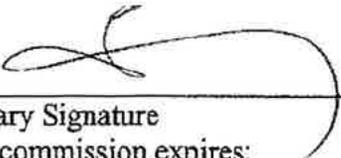
**AFFIDAVIT OF VALUE**

The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tenn. Code Ann. Section 67-4-409, and hereby swears and affirms that the actual consideration for this transfer or value of the property transferred, whichever is greater, is 235,375.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

  
\_\_\_\_\_  
AFFIANT

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Sworn to and subscribed before me this 17th day of November, 2025

  
\_\_\_\_\_  
Notary Signature  
My commission expires: \_\_\_\_\_



### Tennessee Certification of Electronic Document

I, Tonia Beuerlein, do hereby make an oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on

11-17-25 (Date signed).

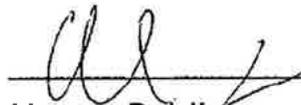


Date: 11-17-25

AFFIANT SIGNATURE

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Sworn to and subscribed before me on 11-17-25.

  
Notary Public

My Commission Expires: 2-11-29





second floor

All dimensions are approximate





Coverage afforded by this policy is provided by:

**State Farm Fire and Casualty Company**  
PO Box 88049  
Atlanta GA 30356-9901

*A Stock Company with Home Offices in Bloomington, Illinois.*

# Declarations

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

**Policy number:** 92-N2-R844-7

**Effective date from:** 11/17/2025 **to:** 11/17/2026 **(Policy period - 12 months)**

*The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises.*

**Location of residence premises:** 188 JOHN ARNOLD ST  
EAST RIDGE, TN 37412

**Named insured and mailing address:** SUGAR CREEK GETAWAYS LLC  
3765 ALABAMA RD  
APISON, TN 37302-9700

## Mortgagee and additional interests

### MORTGAGEE

TENNESSEE VALLEY FEDERAL CREDIT UNION ITS  
SUCC AND/OR ASSIGNS ATIMA  
PO BOX 23967  
CHATTANOOGA, TN 37422-3967

Loan Number: 710759-0071

## Coverages and limits

**Policy type:** Rental Dwelling Policy

### Limit of Liability - Section I

Coverage	Limit
Dwelling (Coverage A)	\$238,000
Loss of Rents (Coverage C)	Actual Loss Sustained - 12 months
Dwelling Extra Replacement Cost Up to \$47,600	

## **Deductibles**

**Section I Deductible:** 2% \$4,760

**All losses** - In case of loss under this policy, the deductible will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to your policy.

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**Policy premium \$ 571.00**

## **Forms, Options, and Endorsements**

FP 8103 Rental Dwelling Policy

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## **Automatic renewal**

If the Policy Period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

## **State Farm agent**

**Kane, Donald**

5506 Highway 153 Ste 114  
HIXSON, TN 37343-5084

(423)877-1256

Agent code: 08B1

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

AGENDA MEMORANDUM

Use on Review

Off-Premises Sign

Date: March 12, 2026

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

Kenny Custer, on behalf of Star Community Builders, is seeking City Council approval to reuse an existing off-premises sign structure located at the intersection of Ringgold Road and Mack Smith Road, identified as Tax Map 169L K 022. The sign is proposed to serve as the entrance for The Gateway Development.

The proposed sign will measure approximately 21 feet by 7.87 feet and will consist of a double-sided (two-face) LED display with a stone-wrapped support structure. The total height of the structure is identified as 28 feet, with 6-8 feet from the bottom of the sign to grade.

**Note:** In June 2022, pursuant to Resolution No. 3281, the City Council approved the dimensions and site location of this same sign, subject to the condition that the sign does not exceed the dimensions presented in the application, specifically, a display size of 21 feet by 7.87 feet.



# City of East Ridge

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

Department of Building & Codes

## Variance Decision

Date: June 30, 2022

Board of Zoning Appeals  
Variance Type:

Square footage  
increase of sign area for  
an off premises multi tenant sign for the  
Gateway Development      Approved / Denied: Approved

The decision of the Board of Zoning Appeals shall become effective immediately. Such decision shall be effective for a period of one (1) year from the date of the Board of Zoning Appeals decision unless another period of time is given during Board of Zoning Appeals meeting.

If the decision of the Board of Zoning Appeals has not been fully utilized and confirmed by the construction of the improvements contemplated by the applicant within one (1) year of or other time stipulated by the Board of Zoning Appeals, then the applicant will be required to reapply to the Board of Zoning Appeals. The application will be reheard upon grounds stipulated by the applicant at the time of new application.

The Board of Zoning Appeals shall not rehear any case upon the same grounds within a minimum period of one (1) year of its denial.

### Board of Zoning Appeals findings:

Date: June 30, 2022      Approved / Denied: Approved

### City Council findings (sign):

Resolution 3281 - Conditional Use Permit - Square footage increase for off premises multi tenant message board sign. Subject to condition, sign not to exceed dimension provided in the application, that being 21' X 7.'87 display size.

Sign Variance - Resolution VR-22-7      Approved /Denied: Approved  
Number:

**Brian Williams**      **Mike Chauncey**      **Jacky Cagle**      **Esther Helton**      **Andrea Witt**      **Chris Dorsey**  
Mayor      Vice-Mayor      Councilmember      Councilmember      Councilmember      City Manager

City of East Ridge sign variance request authorization.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Martino', with a long horizontal flourish extending to the right.

Robert Martino

Book/Page **GI 12504 / 582**  
 Instrument: 2021052800272  
 6 Page WARRANTY DEED Value of \$5,890,000.00  
 Recorded by KDS on 5/28/2021 at 1:40 PM  
 DEED RECORDING FEE 30.00  
 DATA PROCESSING FEE 2.00  
 CONVEYANCE TAX 21,793.00  
 PROBATE FEE 1.00  
**TOTAL FEES \$21,826.00**

Prepared By and Return To:  
 William D. Jones, Attorney  
 518 Georgia Avenue, Suite 200  
 Chattanooga, Tn 37403

Address New Owner(s) As Follows		Send Tax Bills To:	State of Tennessee Hamilton County Register of Deeds <b>MARC GRAVITT</b>
<b>LH Mack Smith Road LLC</b>		<b>same</b>	<b>169L K 020</b>
(NAME)		(Name)	<b>169L K 020.01</b>
<b>2720 Homestead Rd Ste 200</b>			<b>169L K 022</b>
(Street Address or Route Number)		(Street Address)	
<b>Park City, Utah 84098</b>			
(City)	(State)	(Zip)	(City) (State) (Zip)

20-1493

WARRANTY DEED

IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged, 1818Nooga SL Investors LLC, a Delaware limited liability company (herein the "Grantor"), does hereby sell, transfer and convey unto LH Mack Smith Road LLC, a Tennessee limited liability company (herein the "Grantee"), the following described real estate located in the Second Civil District of Hamilton County, Tennessee:

Tract One:

Property is shown as per that certain survey prepared by Hopkins Surveying Group, dated May 17, 2018, having a DWG. No. of 2018-121-3 and being more particularly described as follows:

A parcel of land situated in East Ridge, Hamilton County, Tennessee known as part of Lot 1, The Southern Inn Subdivision, Plat Book 43, Page 24 in the Register's Office of Hamilton County (R.O.H.C.) and Lot 6, Southern Inn Subdivision, Plat Book 62, Page 177 R.O.H.C. To find the point of beginning begin at the Southeast corner of Dixie Builders, Inc., Deed Book 3324, Page 944 R.O.H.C., thence with and along the Southeast line of Dixie Builders, Inc.,

1/3  
6592

aforementioned North 65 degrees 56 minutes 00 seconds West 325.44 feet to a rebar corner found; thence leaving said Southeast line and with and along the East line of Lots 15 thru 21, Mayo Addition, Plat Book 15, Page 40 R.O.H.C., North 16 degrees 14 minutes 40 seconds East 449.38 feet to a crimp top iron corner found; thence North 67 degrees 58 minutes 29 seconds West 64.44 feet to a rebar corner found; thence with and along the East line of Joseph Sliger Deed Book 9080, Page 581 R.O.H.C. North 17 degrees 01 minute 42 seconds East 260.16 feet to a rebar corner found; thence leaving said East line and with and along the South and East line of Osborne Enterprises, Inc., Deed Book 1823, Page 368 R.O.H.C. South 72 degrees 56 minutes 57 seconds East 63.92 feet to a rebar corner found and North 16 degrees 58 minutes 11 seconds East 221.00 feet to a rebar corner set; thence leaving said South and East line and with and along the West right of way of Interstate 75 a public dedicated right of way with varying widths in a series of calls and distances as follows: South 29 degrees 59 minutes 14 seconds East 125.92 feet to a right of way monument found, South 33 degrees 16 minutes 46 seconds East 470.90 feet to a rebar corner set, South 33 degrees 16 minutes 46 seconds East 264.84 feet to a right of way monument found; thence leaving said right of way North 67 degrees 01 minute 33 seconds West 259.15 feet to a spike set; thence continuing North 67 degrees 01 minute 33 seconds West 15.00 feet to a point; thence with and along the northwest right of way of North Mack Smith Road, a public dedicated 30 foot right of way South 24 degrees 08 minutes 27 seconds West 452.09 feet to a rebar corner found and the point of beginning.

Tract Two:

Lot Five (5), Final Plat of The Southern Inn Subdivision, as shown by plat recorded in Plat Book 43, Page 24, in the Register's Office of Hamilton County, Tennessee.

The source of grantor's interest is found in Deed recorded in Book 11385, Page 807, in the Register's Office of Hamilton County, Tennessee.

Subject to EPB Easement recorded in Book 1403, Page 153 and Book 1409, Page 247, as amended in Book 1738, Page 305, in the Register's Office of Hamilton County, Tennessee, as shown on Survey. (Lots 1 and 6)

Subject to Right of Way Easements recorded in Book 1555, Page 234, in the Register's Office of Hamilton County, Tennessee. (Lot 5)

Subject to Sewer Easement recorded in Book 1738, Page 304, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lot 1)

Subject to Right of Way Easement recorded in Book 3300, Page 332, as affected by Right of Way and Billboard Easement recorded in Book 7409, Page 646, as assigned by Assignments recorded in Book 7946, Page 428, and Book 11705, Page 348, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lots 1 and 6)

Subject to Billboard Easement recorded in Book 3778, Page 479, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lots 1 and 6)

Subject to Billboard Easement recorded in Book 5310, Page 843, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lots 1 and 5)

Subject to Sign Easement Agreement recorded in Book 7409, Page 641, as assigned by Assignments recorded in Book 7946, Page 428, and Book 11705, Page 348, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lots 1 and 6)

Subject to Cable TV Service Agreement recorded in Book 8868, Page 917, in the Register's Office of Hamilton County, Tennessee. (Lot 1)

Subject to Sanitary Sewer Easement recorded in Book 9762, Page 944, in the Register's Office of Hamilton County, Tennessee. (Lot 6)

Subject to Sanitary Sewer Easement recorded in Book 9762, Page 946, in the Register's Office of Hamilton County, Tennessee. (Lot 5)

Subject to Sanitary Sewer Easement recorded in Book 9762, Page 948, in the Register's Office of Hamilton County, Tennessee. (Lot 1)

Subject to Land Lease Agreement dated February 21, 2014 between Royal Manor-ERR, LLC, as Lessor, and Verizon Wireless Tennessee partnership d/b/a Verizon Wireless, as Lessee, as evidenced by Memorandum of Lease dated February 21, 2014 and recorded in Book 10170, Page 380, in the Register's Office of Hamilton County, Tennessee. (Lot 1). Section 16 of said lease contains a right of first refusal in favor of Lessee.

Subject to Easement and Assignment Agreement recorded in Book 11360, Page 753, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lot 1)

Subject to Sewer Easement recorded in Book 11924, Page 226, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lot 1)

Subject to Sewer Easement recorded in Book 11924, Page 229, in the Register's Office of Hamilton County, Tennessee as shown on Survey. (Lot 6)

Subject to the following as per survey of David L. Hopkins, Jr., Tennessee Registered Land Surveyor No. 120, dated February 2, 2021, last revised April 9, 2021, Drawing No. 2021-010-3 (the "Survey"):

- a) Overhead wires; and
- b) Storm sewer lines; and
- c) Sign encroachment.

The following matters as shown, described or noted on plat of record in Plat Book 43, Page 24, in the Register's Office of Hamilton County, Tennessee as to (Lot 1):

- a) 100 year flood zone;
- b) 40' Utility Easement ;
- c) 15' Sewer Easement;
- d) 16' Utility Easement ; and
- e) 24" drain pipe.

The following matters as shown, described or noted on plat of record in Plat Book 62, Page 177, in the Register's Office of Hamilton County, Tennessee as to (Lots 1 and 6):

- a) Access Easement ;
- b) 18" drain pipe;
- c) 40' utility easement;

- d) Sign (Billboard);
- e) Overhead utility lines; and
- f) 100 year flood zone.

Subject to any governmental zoning or subdivision ordinances in effect thereon.

The Grantee herein assumes and agrees to pay the taxes assessed against the real estate conveyed herein for the year 2021.

TO HAVE AND TO HOLD the same unto the said LH Mack Smith Road LLC, a Tennessee limited liability company, its successors and assigns, forever in fee simple.

1818Nooga SL Investors LLC, a Delaware limited liability company, covenants that it is lawfully seized and possessed of said real estate; has full power and lawful authority to sell and convey the same; that the title thereto is clear, free and unencumbered, except as hereinabove mentioned, and it will forever warrant and defend the same against all lawful claims.

IN WITNESS WHEREOF, 1818Nooga SL Investors LLC, a Delaware limited liability company, has caused this instrument to be executed by its duly authorized officer as of the 27<sup>th</sup> day of May, 2021.

1818NOOGA SL INVESTORS LLC, a  
Delaware limited liability company

By: Matthew T. Fox  
Name: Matthew T. Fox  
Title: Managing Member

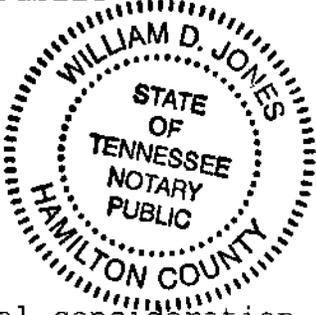
STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, WILLIAM D JONES, of the state and county aforesaid, personally appeared Matthew T. Fox with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Managing Member authorized to execute the instrument of the 1818NOOGA SL INVESTORS LLC, the within named bargainor, a Delaware limited liability company, and that he as such Managing Member executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Managing Member.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 27<sup>th</sup> day of May, 2021.

William D Jones  
Notary Public

My Commission Expires: 6-30-2021



STATE OF TENNESSEE  
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$5,890,000.00 entity, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Matthew T. Fox  
Affiant

Subscribed and sworn to before me on this the 27<sup>th</sup> day of May, 2021.

William D Jones  
Notary Public  
My Commission Expires: 6-30-2021





# SIGNATURE SERIES QUOTE

**Display Size:**  
**21' x 7.87'**  
**QTY: TWO**

LED area per display:  
21' x 7.87'

Pitch: P8 SMD

Displays w/Accessories:  
\$XXXXXX  
Sales Tax: \$0  
(tax exempt)

**Grand Total**  
\$XXXXXX

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

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

**PO#** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

**Delivery Location:** East Ridge, TN

**Signature:** \_\_\_\_\_

*Estimated Delivery From Time of  
Deposit Received (Subject to Shipping)*  
**13 - 15 WEEKS from initial deposit**

**PV Quote Number: 12345**

**Quote Date: 5/20/2022**

**Quote Expires: 6/20/2022**

**Plainview Approval:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_

**Derek Markey**

772.260.1112

Derek@PlainViewLED.com

2802 Belle Arbor Avenue

Chattanooga, TN 37406

**PlainViewLED.com**

# SIGNATURE SERIES **DISPLAY SPECS**

## ▶ **(2) 21' x 7.87' On-Premise Signs**

### **PIXELS**

Module Size	P8 SMD
Number of Modules	72 per side
Display Resolution	576 H x 288 W
PPM / Pixels Per Module	2,304
Total Pixels	165,588

### **POWER**

Power Required	240V Single Phase
Max Power Consumption	41 Amps per side
Avg Power Consumption	14 Amps per side
▶ Circuit + Surge Protection	

### **PERFORMANCE**

LED Type/Wire	Nationstar Premium - Gold Wire	Brightness	7,000 Nits
LED Life	100,000 Hours	Viewing Angle	140°H - 100°V
Color Combinations	281 Trillion	Temp/Humidity Thresholds	-4°F - 122°F
Color Calibration	Auto or Manual	IP Rating	IP66
Frequency	Greater than 60Hz	▶ Energy Saving Auto-Dimming Light Sensor: 256 Levels Read with Auto+Manual Control	
Latency-Free Refresh Frequency	Greater than 7,500Hz	▶ True 5-Year Parts and 1-Year Labor Warranty	

### **CONFIGURATION**

Weight	1,240 Lbs - Each sign	▶ Spare Parts Stocked for Immediate Ship
Module Access	Front Access	▶ Capabilities: Video • Images • Messaging Temperature • Graphics • Ads
Control System	NovaStar	
Software	Cloud-Based	



# SIGNATURE SERIES TERMS+CONDITIONS

## TERMS OF PAYMENT

A nonrefundable deposit of (50) fifty percent of the Product price as denoted on the Sales Agreement will be due and paid by Purchaser upon the execution of the Sales Agreement. The remaining balance is due and will be paid upon arrival of Product to the delivery/installation site. The Product Price does not include the costs of the structure, structure installation, Product installation, electrical service to and/or electrical upgrades required for the Product, governmental permitting for the location of the Product, video/audio/media/internet cabling and internet service to the Product, all of which the Purchaser is responsible for and shall pay directly to the installer/contractor/electrician. Purchaser agrees to pay all of PlainView's costs of collection for the Product, including PlainView's reasonable attorney's fees, if applicable.

## TITLE

Title of the Product shall pass to Purchaser final payment and upon delivery of Product to final installation destination.

## MANNER OF SHIPMENTS AND PURCHASER RISK

In all events, risk of loss for the Product passes from PlainView to Purchaser upon delivery to Purchaser. PlainView assumes responsibility only for physical shipping damages to Product during shipment, which is limited to PlainView's available insurance coverage. Damage during the Product unloading is Purchaser's sole risk and is not physical shipping damage. Purchaser assumes all other risks of shipment of the Product from PlainView's Assembly Plant, including delays in shipping or transit.

## WARRANTIES AND DISCLAIMER

PlainView warrants to Purchaser that the Product will conform to its specifications and is subject to the STANDARD WARRANTY and LIMITED WARRANTY as attached to the Sales Agreement. There are no express or implied warranties for the Product and the Third-Party Equipment and services beyond those expressly stated in the Standard Warranty and the Limited Warranty.

## OBTAINING WARRANTY SERVICE

Warranty service for the Product or Third-Party Equipment are expressly conditioned on PlainView's prior receipt of all payments due under the Agreement, including the Product Price. Purchaser shall contact the PlainView in writing for warranty service. Items determined defective by PlainView will be replaced at its option with new or like-new part(s). No credit is given for such items. PlainView will pay for outbound shipping and return ground freight for items repaired or replaced for its manufactured goods. Purchaser shall pay for the installation of repaired or replaced items that occurs outside of the one-year period from the date of shipment from PlainView's Assembly Plant. In the event of any delay in PlainView's performance beyond PlainView's reasonable control, PlainView shall have additional reasonable time for performance.

## LIMITATION AND DISCLAIMER OF PLAINVIEW'S LIABILITY

Significant surge protection is included in the Product. However, very high electrical surges can damage the Product and are not covered by warranty. Proper installation to allow for adequate ventilation is required to keep the STANDARD WARRANTY and LIMITED WARRANTY in force.

## CANCELANATION AND PURCHASER BREACH

Product delayed in shipment at the sole request of Purchaser are subject to annual interest charges of (18) eighteen percent on the remaining balance, which must be paid by Purchaser prior to shipment.

**Purchaser Initials:**\_\_\_\_\_ **Date:**\_\_\_\_\_

## USE OF NAME AND IMAGES

Purchaser agrees that PlainView, without compensation to Purchaser, may use Purchaser's name, photographs, images and videos of the Product in PlainView's advertising, promotional materials and on any media worldwide without the prior written consent of Purchaser. PlainView agrees that such use shall not imply any endorsement of PlainView by Purchaser.

## MISCELLANEOUS

Should any part of this Agreement be found invalid, the other parts shall remain unaffected and shall be enforceable. This Agreement shall be governed by the laws of the State of Tennessee. Any litigation shall be exclusively in Hamilton, County in the State of Tennessee or the U.S. District Court for the Eastern District of Tennessee.

**PLAINVIEW'S LIABILITY TO PURCHASER UNDER THESE WARRANTIES FOR THE PRODUCT IS LIMITED AS SET FORTH HEREIN, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, AND PLAINVIEW SHALL NOT BE LIABLE FOR ANY SPECIAL, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. PLAINVIEW'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE PRODUCT. PURCHASER MAY NOT BRING ANY ACTION UNDER THESE WARRANTIES MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ANY ACTION BROUGHT FORTH SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, AND ANY LITIGATION SHALL BE EXCLUSIVELY IN HAMILTON COUNTY, IN THE STATE OF TENNESSEE OR THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF TENNESSEE.**

**Purchaser Initials:**\_\_\_\_\_ **Date:**\_\_\_\_\_



# SIGNATURE SERIES WARRANTIES

## STANDARD WARRANTY

This Standard Warranty ("Standard Warranty") is part of and incorporated into the terms and conditions of sale applicable to the PlainView LED, LLC ("PlainView") **Signature Series Digital Business Sign(s)** ("Product") and the Original Purchaser ("Purchaser") or a related entity assignee of Purchaser. PlainView warrants that the Product as described in the Sales Agreement, when used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein, PlainView warrants its manufactured Product against material defects in material for **(5) five years** from the date of shipment from PlainView's Assembly Plant. The Product includes and is defined as the LED modules, module control cards, data control cards, power supplies, brightness sensors, aluminum cabinets, all data and data signal/cabinet power connection cables located on the final structure and the climate-controlled power supply boxes (if applicable).

In addition, PlainView warrants any and all service work done or needed on the Product for **(1) one year** from the date of shipment from PlainView's Assembly Plant. Service work includes representatives from PlainView, and representatives approved by PlainView and required in writing prior to any service being provided. PlainView warrants that PlainView will afford labor costs incurred from service work, not to exceed (\$95) ninety-five dollars per hour at the sole discretion of PlainView. During the Standard Warranty period, PlainView's only obligation is to repair or replace (at its option) those part(s) of the Product, which prove to be defective. Repaired or replaced parts provided within the Standard Warranty period shall have the same warranty for the balance of the original Standard Warranty period.

In addition, PlainView or an authorized PlainView Partner will supply, install or purchase additional non-PlainView manufactured Third Party Equipment. The Third-Party Equipment will be covered by the Original Manufacturer's Warranty and any and all service work will be covered as stated in the Standard Warranty and Limited Warranty for (1) one year from the date of shipment from PlainView's Assembly Plant.

PlainView makes no warranty, expressed or implied, in either the Standard or Limited Warranty with regard to:

- (1) Concerning the compliance of the Third-Party Equipment, or the structure used to display the Product with any local, state or federal laws or regulations, including but not limited to electrical, structural, building or other codes or requirements. Purchaser agrees to accept full responsibility for complying with such laws, regulations, codes and requirements.
- (2) The construction of structure and life span of the structure used to display the Product, the installation of the Product, the new or existing electrical service, and the cabling run to the Product and/or Third-Party Equipment.
- (3) Against any defect or damage incurred while in transit or upon delivery to Purchaser other than mentioned in the Terms and Conditions of the Sale.
- (4) Concerning (and does not assume in this or any other document) any obligation or liability in connection with patent or copyright infringement suits brought against Purchaser with respect to the Product, which were designed or carried out by Purchaser.
- (5) As to the durability and quality of, or other matter relating to, any materials or services used in the Third-Party Equipment.
- (6) Damage caused by improper installation, mounting structure, ventilation, mechanical damage, flying object damage, acts of nature, power surge or failure, flood, fire, civil disturbance, vandalism, and other causes beyond PlainView's reasonable control.

**Purchaser Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## LIMITED WARRANTY

PlainView warrants any and all service work done or needed on the Product for (1) one year from the date of shipment from PlainView's Assembly Plant. Service work includes representatives from PlainView, and representatives approved by PlainView and required in writing prior to any service being provided. PlainView warrants that PlainView will afford labor costs incurred from service work, not to exceed (\$75) seventy-five dollars per hour at the sole discretion of PlainView. During the Standard Warranty period, PlainView's only obligation is to repair or replace (at its option) those part(s) of the Product, which prove to be defective. Repaired or replaced parts provided within the Standard Warranty period shall have the same warranty for the balance of the original Standard Warranty period.

Warranty service for the Product or Third-Party Equipment are expressly conditioned on PlainView's prior receipt of all payments due under the Agreement, including the Product Price. Purchaser shall contact the PlainView in writing for warranty service. Items determined defective by PlainView will be replaced at its option with new or like-new part(s). No credit is given for such items. PlainView will pay for outbound shipping and return ground freight for items repaired or replaced for its manufactured goods installed within the continental United States. Purchaser shall pay for the installation of repaired or replaced items that occurs outside of the one-year period from the date of shipment from PlainView's Assembly Plant. In the event of any delay in PlainView's performance beyond PlainView's reasonable control, PlainView shall have additional reasonable time for performance.

As stated in the Standard Warranty, PlainView or an authorized PlainView Partner will supply, install or purchase additional non-PlainView manufactured Third Party Equipment. The Third-Party Equipment will be covered by the Original Manufacturer's Warranty and any and all service work will be covered as stated in the Standard Warranty for (1) one year from the date of shipment from PlainView's Assembly Plant.

PlainView makes no warranty, expressed or implied, with regard to the non-PlainView manufactured Third Party Equipment or services. PlainView does, however, assign and transfer to Purchaser or a related entity assignee of Purchaser any and all warranties of the non-PlainView manufacturer with regard to the Third-Party Equipment or services.

**Purchaser Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_



I want to...

LH MACK SMITH ROAD LLC

LH MACK SMITH ROAD LLC

Tax Map Number:

169L K 022

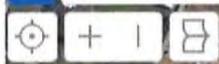
Assessor Address:

RINGGOLD RD

Records Online Link:

[https://assessor.hamiltontn.gov/casid/169L\\_K\\_022](https://assessor.hamiltontn.gov/casid/169L_K_022)

[View Additional Details](#) [Add to Results](#)



2024 ima...

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

AGENDA MEMORANDUM  
FEE WAIVER FOR AUTISM DAY

MARCH 12<sup>th</sup>, 2026

Submitted By:

*Shawna Skiles*

Shawna Skiles, Parks and Recreation Director

SUBJECT: Chattanooga Autism Center-Fun in the Sun Jeep Fundraiser

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The Chattanooga Autism Center (CAC), a 501(c)(3) non-profit organization, is requesting use of the East Ridge Community Center from 11:00 a.m. to 3:00 p.m. on June 20, 2026. The CAC will be hosting a **Fun in the Sun Jeep Fundraiser**, a free community event open to the public. The purpose of the event is to provide a fun and safe environment where autistic children and adults can be themselves, while also offering opportunities for the community to learn about autism inclusion, acceptance, and the services provided by the Chattanooga Autism Center.

Dave Buck, representing the Chattanooga Autism Center, is requesting that the City waive the rental fees associated with the use of the East Ridge Community Center. Staff recommends approval of the fee waiver based on the organization meeting the qualifications outlined in the City's Fee Waiver Policy.

All required paperwork for this event is on record with the City Records office.

SS



# City of East Ridge

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

Parks and Recreation

Shawwna Skiles

## Facility Fee Waiver Policy

Facility fees charged for the use of City facilities may be waived by the City of East Ridge, in certain limited cases. Any applicant requesting such a waiver must submit the appropriate documents demonstrating that the applicant or intended use fall within the following categories:

- I. Intergovernmental Cooperation;
- II. Department Sponsored Program;
- III. Non-Profit Organization (*must provide a legitimate service and/or benefit to the East Ridge Community*).
- IV. IV. Financial Hardship

Any applicant requesting consideration of its waiver must perform the following:

1. Submit a letter to the Parks & Recreation Director on the applicant's letterhead requesting a specific location, date and time for each facility fee waiver. The letter must be signed by an authorized representative of the applicant.
2. Complete a Facility Reservation Permit Application.
3. Submit a copy of the applicant's 501(c)(3) or (c)(4) non-profit organization documents or any other documents as may be required to show the applicant's organizational paperwork.
4. Submit a copy of the applicant's mission statement.
5. Submit a copy of the applicant's appropriate insurance naming the City of East Ridge as an additional insured.
6. Submit a copy of the applicant's previous 12-mo. financial statements showing revenues and expenses.
7. Submit a copy of any other documents as may be required by the Parks & Recreation director and/or his/her designee.

The City of East Ridge may waive fees for Intergovernmental cooperation for special events or temporary uses when the applicant is another government agency and the use is related to the performance of its normal functions and is a benefit to residents of the City of East Ridge. Fee waiver requests for the ongoing use of City facilities by other governmental agencies will be sent to the Parks & Recreation Director for consideration and then to the City Manager for final approval.

## **FACILITY FEE WAIVER CRITERION**

Fees may be waived and/or reduced for events and/or programs by the East Ridge City Council. In determining a fee waiver, if a fee is to be waived, the following criterion must be considered:

1. The agency is an approved 501(c)(3) or (c)(4) non-profit organization.
2. The organization provides proof it is a valid non-profit or community service organization serving the residents of East Ridge.
3. The imposition of fees would create a financial hardship on the organization or would have a detrimental effect upon the services provided to the public.
4. It is determined that the proposed event or program will have no significant impact on the facilities or department activities, that the permittee will provide volunteer services and materials to mitigate any impacts created by the event or program, or that the impacts are adequately offset by the public benefit provided by the program or event.
5. The City Council finds that the request provides a general public benefit to the community and the amount of the request is de minimis in nature and not subsidized from facility fees.
6. A certificate of insurance and hold harmless agreement must be provided by the permittee and should include the following language: Contractor or event sponsor shall hold harmless, defend and indemnify the City of East Ridge and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expenses, costs, (including without limitation costs and fees of litigation) or every nature arising out of or in connection with contractor's or event sponsor's performance or work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which has caused by the sole negligence or willful misconduct by the City.
7. Minimum limits of insurance are \$1,000,000 for General Liability. The insured party will need to supply an endorsement naming the City of East Ridge as an additional insured. This documentation must be provided to the City of East Ridge - at submission of application. Any exceptions to the insurance requirement must be approved in writing by the City of East Ridge.
8. Scheduling and use of facilities and events are subject to availability of requested facilities and do not have preference over City programs and activities or previous commitments to outside parties.
9. Within thirty (30) days of completion of the totality of the reservation for which a fee waiver was given, for future consideration of fee waivers, the permittee should provide a written report to the Parks & Recreation Director, to include at a minimum; number of participants; event revenue and expenses; and if any benefit to the City.
10. Failure to abide by the rules and procedures as set forth in this document may result in the respective permittee being denied for future fee waiver requests.
11. The organization/agency shall be responsible to contribute a minimum of 50% of the net receipts collected by their event or program, whereby the facility fee was waived, to a non-profit organization that is located in, and/or serves the residents of the City of East Ridge.

**FACILITY RENTAL FEE WAIVER REQUEST FORM**

Organization Name: Chattanooga Autism Center

Contact Name: Email: Celeste Lipps, Celeste@chattanoogaautismcenter.org

Address: 1400 McCallie Avenue, Suite 100, Chattanooga TN 37404

of Type of Organization:       501(c)(3)     501(c)(4),     Governmental       Agency,     Other

If "Other" Please Specify: \_\_\_\_\_

Date(s) of event: Facility(s) requested: June 20th, 2026

Name and Purpose of Event: Fun in the Sun, Purpose: raise funds for the Chattanooga Autism Center

and increase awareness/understanding/acceptance for autistic people and their families.

Describe Frequency of Event:

One time.

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the understanding and belief that my organization qualifies based on criteria identified in the Facility Fee Waiver Policy.

If approved this waiver will be valid unless there is a break in services greater than three consecutive years.

Signature: *Dave Buck*

Date: 1/29/2026

Printed Name: Dave Buck

Title: Executive Director



ChattanoogaAutismCenter.org  
Office (423) 423-531-6961  
Fax (423) 521-8094  
1400 McCallie Ave, Suite 100  
Chattanooga, TN, 37404

*East Ridge Community Center  
1515 Tombras Ave,  
East Ridge, TN 37412*

Dear Shawna Skiles

The Chattanooga Autism Center would like to receive a fee waiver to use the East Ridge Community Center on June 20th from 11 to 3pm for our Fun in the Sun Jeep fundraiser.

**MISSION: The mission of the Chattanooga Autism Center is to provide resources, education, and support to individuals with Autism Spectrum Disorder and their families in the Chattanooga area, and to promote understanding and acceptance in the community.**

Our center has had many fantastic events for our community at your center and we are looking forward to this event in June.

Attached:

- Letter of Request from CAC
- Facility Reservation Permit Application
- CAC's 501(c)(3) determination letter
- Certificate of Insurance naming the City of East Ridge as an additional insured.
- Audit containing financial statements for the Chattanooga Autism Center

If you have any questions or need more materials, please feel free to call or email.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Buck", with a horizontal line extending to the right.

Dave Buck, Executive Director  
dave@chattanoogaautismcenter.org  
423-708-8901

**CHATTANOOGA AUTISM CENTER**

**ANNUAL FINANCIAL REPORT**

**YEAR ENDED JUNE 30, 2025**

## **I. INTRODUCTORY SECTION**

**CHATTANOOGA AUTISM CENTER**  
**Table of Contents**  
**June 30, 2025**

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## **II. FINANCIAL SECTION**

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# Waycaster, CPA LLC

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## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Chattanooga Autism Center

### *Opinion*

We have audited the accompanying financial statements of the Chattanooga Autism Center, which comprise the Statement of Financial Position as of June 30, 2025, and the related Statements of Activities, Functional Expenses, and Cash Flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Chattanooga Autism Center as of June 30, 2025, and changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### *Basis for Opinion*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Chattanooga Autism Center and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Responsibilities of Management for the Financial Statement*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Chattanooga Autism Center's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

***Auditor's Responsibilities for the Audit of the Financial Statement***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Chattanooga Autism Center's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Chattanooga Autism Center's ability to continue as a going concern for a reasonable period of time.

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Board of Directors  
Chattanooga Autism Center  
Page Three

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

*Waycaster, CPA LLC*

Chickamauga, Georgia  
November 4, 2025

**CHATTANOOGA AUTISM CENTER**  
**Statement of Financial Position**  
**June 30, 2025**

	Without Donor Restrictions
<b>ASSETS</b>	
Current Assets	
Cash	\$ 150,576
Accounts receivable	95,894
Prepaid	250
Total Current Assets	246,720
Non-current Assets	
Property and equipment - net	105,798
Total Non-current Assets	105,798
<b>TOTAL ASSETS</b>	<b>\$ 352,518</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	
<b>Liabilities</b>	
Current Liabilities	
Accounts payable	\$ 11,970
Accrued liabilities	74,708
Deferred revenue	9,809
Note payable- current	24,000
Total Current Liabilities	120,487
Non-current Liabilities	
Note payable	29,127
Total Liabilities	149,614
<b>Net Assets</b>	
Without donor restrictions:	
Undesignated	202,904
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 352,518</b>

The accompanying notes are an integral part of the financial statements.

**CHATTANOOGA AUTISM CENTER**  
**Statement of Activities**  
**Year Ended June 30, 2025**

	Without Donor Restrictions
<b>REVENUES, GAINS AND OTHER SUPPORT</b>	
Contributions and grants	\$ 275,490
Registrations	68,434
Exhibitors	12,141
Sponsors	70,250
Auction and merchandise	4,001
Insurance payments	1,383,833
Client payments	171,508
Miscellaneous	7,571
Investment return	1,553
In kind donations	2,500
	1,997,281
 <b>EXPENSES</b>	
<b>Program service</b>	
Autism support	1,914,364
 <b>Supporting services</b>	
Management and general	85,040
Fund-raising	40,852
	125,892
 Total supporting services	 125,892
 Total expenses	 2,040,256
 Change in net assets	 (42,975)
 <b>Net assets - beginning</b>	 245,879
 <b>Net assets - ending</b>	 \$ 202,904

The accompanying notes are an integral part of the financial statements.

**CHATTANOOGA AUTISM CENTER**  
**Statement of Functional Expenses**  
**Year Ended June 30, 2025**

	Program Service	Supporting Services		Total
	Autism Support	Management and General	Fund- Raising	
<b>EXPENSES</b>				
Salaries	\$ 1,474,814	\$ 55,353	\$ 14,147	\$ 1,544,314
Payroll taxes	112,853	4,234	1,083	118,170
Advertising	289	55	785	1,129
Depreciation	8,506	-	-	8,506
Consultants	15,373	4,360	1,200	20,933
Employee and volunteer appreciation	2,114	879	62	3,055
Events	57,197	-	17,173	74,370
Information technology	21,282	1,054	-	22,336
In kind equipment	2,500	-	-	2,500
Insurance	18,720	3,601	-	22,321
Licenses and fees	4,787	40	-	4,827
Materials and supplies	47,343	2,668	-	50,011
Membership dues	-	249	-	249
Merchandise	497	-	-	497
Miscellaneous	274	450	-	724
Occupancy	124,555	8,124	-	132,679
Processing fees	22,038	728	6,402	29,168
Professional development	1,098	3,229	-	4,327
Travel	124	16	-	140
	<u>124</u>	<u>16</u>	<u>-</u>	<u>140</u>
Total expenses	<u>\$ 1,914,364</u>	<u>\$ 85,040</u>	<u>\$ 40,852</u>	<u>\$ 2,040,256</u>

The accompanying notes are an integral part of the financial statements.

**CHATTANOOGA AUTISM CENTER**  
**Statement of Cash Flows**  
**Year Ended June 30, 2025**

<b>Cash Flows from Operating Activities</b>	
Increase (decrease) in net assets	\$ (42,975)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:	
Depreciation	8,506
Change in lease recording	(5,899)
(Increase) decrease in accounts receivable	2,001
(Increase) decrease in prepaid	511
Increase (decrease) in accounts payable	6,534
Increase (decrease) in accrued liabilities	11,371
Increase (decrease) in deferred revenue	<u>(11,248)</u>
Net increase (decrease) in cash from operating activities	<u>(31,199)</u>
<b>Cash Flows from Investing Activities</b>	
Purchase of capital assets	<u>(1,290)</u>
Net increase (decrease) in cash from investing activities	<u>(1,290)</u>
<b>Cash Flows from Financing Activities</b>	
Debt payments	<u>(24,000)</u>
Net increase (decrease) in cash from financing activities	<u>(24,000)</u>
<b>Net change</b>	(56,489)
<b>Cash - beginning</b>	<u>207,065</u>
<b>Cash - ending</b>	<u><u>\$ 150,576</u></u>

The accompanying notes are an integral part of the financial statements.

**CHATTANOOGA AUTISM CENTER**  
**Notes to Financial Statements**  
**June 30, 2025**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

**A. Nature of Activities**

The Chattanooga Autism Center operates as a non-profit organization that serves autistic individuals of all ages. The Center promotes inclusion and acceptance of autistic individuals and provides services, resources, and education to the community. Insurance payments provide the majority of the Center's income.

**B. Basis of Presentation – Net Asset Accounting**

The Center follows the recommendations of the Financial Accounting Standards Board (FASB) ASC 958-205-05-6. The Center is required to report information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions. Net assets without donor restrictions are available for use in general operations and are not subject to donor or grantor restrictions. The Board of Directors can designate, from net assets without donor restrictions, net assets for a specific purpose. The Center reports contributions restricted by donors, including property and equipment, as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are classified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

**C. Basis of Accounting**

The financial statements are prepared on the accrual basis of accounting and in accordance with the AICPA Audit and Accounting Guide, *Not-for-Profit Organizations*, and Financial Accounting Standards Board (FASB) ASC 958-205-05-6. The Center recognized contributions when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. The Center follows FASB ASC Topic 606, *Revenue from Contracts with Customers*, which establishes a contract and control-based revenue recognition model, a basis for deciding when revenue is recognized over time or at a point in time and expands disclosures about revenue.

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **D. Cash and Cash Equivalents**

For purposes of the Statement of Cash Flows, the Center considers all unrestricted highly liquid investments purchased with a maturity date of three months or less to be cash equivalents.

### **E. Prepayment of Expenses**

Expenses extending over more than one accounting period are allocated between accounting periods and reported as an expense of the period in which they relate.

### **F. Unearned Revenue**

The Center had unearned revenues in the amount of \$9,809 received prior to year-end for the following year.

### **G. Valuation of Donated Services**

The Center depends upon the services donated by its board members, supporters, and volunteers to carry out many of its internal operations. The Center follows the recommendations of FASB ASC 958-605-25-16 in reporting contributed services. Contributions of services are recognized as revenue and expenses if the services received create or enhance non-financial assets, require specialized skills that are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Other contributed services that do not meet the above criteria are not recognized. The services donated do not meet the criteria, which would require recognition of their value in the financial statements.

### **H. Methods Used for Allocation of Expenses Among Functions**

The financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. These expenses are allocated on the basis of estimates of time and effort.

### **I. Description of Program and Supporting Services**

#### **Autism Support**

Dedicated to providing support and services for people with autism spectrum disorders and for their families.

#### **Management and General**

Includes the functions necessary to ensure an adequate working environment; provide coordination and articulation of the Center's programs; and manage the functioning of the Board of Directors and financial and budgetary responsibilities.

#### **Fund-Raising**

Provides the structure necessary to encourage and secure financial support from individuals, foundations, and corporations.

## NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### J. Advertising

Advertising costs are expensed as incurred.

### K. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

### L. Uncertain Tax Position

The Center accounts for the effect of any uncertain tax positions based on a more likely than not threshold to the recognition of the tax positions being sustained based on the technical merits of the position under examination by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefits are estimated based on the cumulative probability assessment that aggregates the estimated tax liability for all uncertain tax positions. Tax positions for the Center include, but are not limited to, the tax-exempt status and determination of whether income is subject to unrelated business income tax; however, the Center has determined that such tax positions do not result in an uncertainty requiring recognition.

### M. Non-profit Entity

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from Federal income taxes on related income pursuant to Section 501 of the Code.

### N. Events Occurring after Reporting Date

The Center has evaluated events and transactions that occurred between June 30, 2025 and November 4, 2025, which is the date that the financial statement were available to be issued, for possible recognition or disclosure in the financial statements.

## NOTE 2 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Center's financial assets available within one year of the balance sheet date for general expenditures are as follows:

Cash	\$ 150,576
Accounts receivable	<u>95,894</u>
Total financial assets	<u>246,470</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 246,470</u>

## NOTE 2 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS (continued)

As part of the Center’s liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Center maintains resources to meet any donor-imposed restrictions, which makes those resources unavailable for general expenditures.

The Center may receive contributions and promises to give that are restricted by donors, and considers contributions restricted for programs that are ongoing, major, and central to its annual operations to be available to meet cash needs for general expenditures. The Center manages its liquidity and reserves following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near-term operating needs, and maintaining sufficient reserves to provide reasonable assurance that long-term obligations will be discharged.

## NOTE 3 – CASH

At June 30, 2025, the carrying amount of cash was \$150,576 and the bank balance was \$152,054. Federal depository insurance covers bank balances up to \$250,000. At year-end, the Center’s cash was fully FDIC insured.

Of the \$150,576 cash balance, there were no donor restrictions.

## NOTE 4 – ACCOUNTS RECEIVABLE

At year-end, accounts receivable consisted of the following:

Insurance claims	\$	92,984
Client receivables		<u>2,910</u>
Total accounts receivable	\$	<u>95,894</u>

## NOTE 5 – CAPITAL ASSETS

At June 30, 2025, the Center reported fixed assets of the following:

	Balance			Balance
	6-30-24	Additions	Deletions	6-30-25
Leasehold Improvements	\$ 124,040	\$ -	\$ -	\$ 124,040
Equipment	-	1,290	-	1,290
Accumulated depreciation	<u>(11,026)</u>	<u>(8,506)</u>	<u>-</u>	<u>(19,532)</u>
Property and equipment - net	<u>\$ 113,014</u>			<u>\$ 105,798</u>

Depreciation expense for fiscal year ended 2025 was \$8,506.

#### **NOTE 6 – COMMERCIAL INSURANCE**

It is the policy of the Center to purchase commercial insurance for the risks of losses to which it is exposed. These risks include general liability, property and casualty and worker's compensation, and employee health and accident. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years.

#### **NOTE 7 – NOTE PAYABLE**

During the 2023 fiscal year, the Center entered into an agreement with a landlord to fund part of their leasehold improvements using a note payable. The note was originally for a total of \$275,000 to be paid in three installments over a two-year period with interest accruing at 6% per annum. The remaining note balance has since been renegotiated to be paid in monthly installments of \$2,000. At year end, the Center owed \$53,127 on the note. The current portion of that amount due in the next fiscal year is \$24,000.

#### **NOTE 8 – RELATED PARTY TRANSACTION**

The Executive Director's wife is a paid part-time employee of the Center. During the fiscal year, the Center paid her \$274 for her license as a psychologist. The Center's written policy provides up to \$300 annually to clinicians to be used towards professional license fees and/or liability insurance.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

MAY 21 2012

Date:

CHATTANOOGA AUTISM CENTER INC  
709 KEY HULSE  
SIGNAL MOUNTAIN, TN 37377

Employer Identification Number:  
45-3179418  
DLN:  
17053273371021  
Contact Person:  
MS. GAISER ID# 31609  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
509(a)(2)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
September 9, 2011  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)



# GENERAL AGGREGATE LIMIT PER PROJECT

COMMERCIAL GENERAL LIABILITY  
CG 79 97 11 16

## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under **SECTION III — Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

40000FS 2022349 500

# Social Services ElitePac®

## General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 10 01 16

### SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-4) for changes affecting your insurance protection.

#### DESCRIPTION

#### PAGE FOUND

Additional Insured - Funding Source	Page 4
Cancellation Notification Extension (Other Than Nonpayment of Premium)	Page 4
Functional Additional Insureds	Page 3
Limited Rental Lease Agreement Contractual Liability	Page 3
Limited Legal Expense for Innocent Insureds (not applicable in New York)	Page 3
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

40000FS 2022349 496

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# Social Services ElitePac®

## General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 10 01 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### COVERAGES - Amendments

##### SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### EXCLUSIONS

##### Limited Rental Lease Agreement Contractual Liability

The following is added to Exclusion **b. Contractual Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

(3) At the Named Insured's request at the time of a claim, we will reimburse the Named Insured for damages arising out of "bodily injury" or "property damage" that the Named Insured is obligated to pay by reason of the assumption of liability in a written contract or written agreement regarding the rental or lease of a premises on behalf of the named insured's client.

- a. The most we will pay under this exclusion exception is a sub-limit of \$50,000 per occurrence.
- b. This exclusion exception only applies to a rental or lease agreement.
- c. The insurance provided by this exclusion exception is excess over any other valid and collectible insurance available to the client, whether primary, excess, contingent or on any other basis.

##### SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

##### Limited Legal Expense for Innocent Insureds

(This provision does not apply in the state of New York).

#### The following is added under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

3. We will reimburse you, at your request, for reasonable and necessary defense costs, excluding any fines or penalties, that you incur in the defense of an "employee" who is directly involved in a criminal proceeding, but only if:
  - a. The acts out of which such criminal charges arise are alleged to have:
    - (1) Arisen out of and in the course of your employment of the "employee"; and
    - (2) Taken place during the policy period and in the "coverage territory"; and
  - b. All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

The most we will pay under this provision is a sub-limit of \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the number of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

#### SECTION II - WHO IS AN INSURED - Amendments

##### Functional Additional Insureds

**SECTION II - WHO IS AN INSURED** is amended to include as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;

4. Your commission members;
5. Your agency members;
6. Your board members;
7. Your elective or appointed officers;
8. Your insurance managers;

However, each only with respect to their liability for your activities or activities they perform on your behalf.

**Additional Insured - Funding Source**

**SECTION II - WHO IS AN INSURED** is amended to include as additional insureds:

Any person or organization with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy that premises.

This insurance does not apply to:

- a. Any "occurrence" or offense which takes place after you cease to lease or occupy that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**SECTION IV - COMMERCIAL GENERAL LIABILITY  
CONDITIONS Amendments**

**Cancellation**

With respect to the Commercial General Liability coverage provided by this policy, Subparagraph **2.b.** under Paragraph **A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted in its entirety and replaced with the following:

- b. 60 days (or the number of days required by law, whichever is greater) before the effective date of cancellation if we cancel for any other reason.

# ElitePac®

## General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00 10 23

### SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"><li>• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)</li><li>• Lessors of Leased Equipment</li><li>• Managers or Lessors of Premises</li><li>• Mortgagees, Assignees and Receivers</li><li>• Any Other person or organization other than a joint venture</li><li>• Grantors of Permits</li></ul>	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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CG 73 00 10 23  
Page 1 of 10

INSURED'S COPY

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# ElitePac®

## General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00 10 23

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if **(a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss**, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### COVERAGES — Amendments

##### SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### EXCLUSIONS

##### Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

##### Non-Owned Aircraft, Auto or Watercraft

**A.** Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

**B.** The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**.

##### Damage To Premises Rented to You

**A.** The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **Electronic Data Liability**

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### **SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**

##### **Any Insured Amendment**

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

(1) "Not-for-profit members";

(2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or

(3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

##### **Product Amendment**

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### **SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**

##### **Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments  
Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

**Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

**Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

**Blanket Additional Insureds — As Required By Contract**

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:
1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
    - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

## 2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

### a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

### c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

### d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

### e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- B.** The insurance coverage afforded to the additional insureds in this coverage extension:
  - 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
  - 2. Only applies to the extent permitted by law; and
  - 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

## **Incidental Malpractice**

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

**(d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

## **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments**

### **Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

### **Primary and Non-Contributory Provision**

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

### **Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

### **Liberalization**

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

## Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

## SECTION V — DEFINITIONS

### Discrimination

(This provision does not apply in New York).

**A.** The following is added to Definition **14**. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
  - a. The insured; or
  - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

**B.** The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

### Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17**. "Property damage" is deleted in its entirety and replaced by the following:

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

### Employee Amendment

Definition **5**. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

### Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

### **Mental Anguish Amendment**

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

### **Not-for-profit Member**

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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

AGENDA MEMORANDUM  
EAST RIDGE OPTIMIST CLUB FISHING RODEO

March 12th, 2026

Submitted By:

*Shawwna Skiles*

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Shawwna Skiles, Parks and Recreation Director

**SUBJECT: Facility Use Request for Annual Fishing Rodeo**

The East Ridge Optimist Club, a 501(c)(4) organization, has requested the use of Dickert Pond at Camp Jordan for their Annual Fishing Rodeo for kids. The event is scheduled for June 6th, 2026, from 7:30 AM to 2:00 PM. Jamie Moline, a representative of the East Ridge Optimist Club, is asking the city to waive the fees associated with renting equipment and the pond for the day.

The total rental fees for the event would be \$125 for equipment and zero for the pond. This event is free for the community, with sponsors covering all fishing supplies and food for the day. The Optimist Club has met all requirements of the Facility Waiver Policy established in 2023, and all necessary paperwork is on file with the City Recorder.

**Recommendation:** Staff recommends waving the fees to support this event.

SS

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

AGENDA MEMORANDUM  
ACADEMY SPORT + OUTDOORS

MARCH 12TH, 2026

Submitted By:  
***Shawna Skiles***

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Shawna Skiles, Parks and Recreation Director

**SUBJECT:** Annual Sponsorship Contract with Academy Sports + Outdoors

The Parks and Recreation Department is requesting council approval to enter into a contract with **Academy Sports + Outdoors** for the period of **March 1, 2026 through February 28, 2027**. This agreement continues Academy's **annual sponsorship** of East Ridge Parks and Recreation programs.

As part of the sponsorship, Academy Sports + Outdoors will provide:

- **\$2,600**, payable as outlined in the attached Sponsorship Rider
- A **\$1,000 Academy Gift Card**, which will replace the previous starter packs

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AGENDA MEMORANDUM  
SELECTION OF A CITY MANAGER

March 12, 2026

Submitted By:



J. Scott Miller, City Manager

SUBJECT:

One-on-one interviews and a public interview session have been scheduled between the East Ridge Mayor and City Council and five (5) top candidates for the City Manager position on Wednesday, March 4th and Thursday, March 5th. It is hopeful that one of the candidates will rise to the top for the Mayor's and City Council's consideration for appointment. I am suggesting that said selection and appointment be made at the Council's regular business meeting of March 12, 2026.

Should a selection be made at the March 12th meeting, that will provide the City Attorney time to negotiate a contract between the City and the new City Manager for consideration for approval and formal appointment by the Mayor and City Council at the March 26, 2026 regular business meeting.

JSM/