

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

**AGENDA
March 12, 2026
6:00 pm**

1. Call to Order
2. Invocation
3.
 - A. Roll Call
 - B. Milestone Awards
 - C. Presentation of the FY 2024 – 2025 Audit – Brock Oliver, HHM, CPAs
4. Approval of Consent Agenda
 - A. Approval of Minutes February 26, 2026
 - B. Approval of Minutes March 5, 2026
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from Interim 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 (2nd READING)
 - 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 (2nd READING)
 - C. Discussion of Removal of Elected Officials' Eligibility to Participate in Certain City Benefit Programs Under Resolution No. 2340
9. New Business
 - A. **RESOLUTION NO. 3793** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A SHORT-TERM VACATION RENTAL CERTIFICATE APPLICATION FOR THE PROPERTY LOCATED AT 188 JOHN ARNOLD AVENUE, TAX MAP #169C-C-001.02C037
 - B. **RESOLUTION NO. 3794** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A CONDITIONAL USE PERMIT FOR A VARIANCE TO THE CITY'S SIGN ORDINANCE NO. 1028 FOR AN EXISTING OFF-PREMISE MULTI-TENANT SIGN LOCATED AT THE CORNER OF RINGGOLD ROAD AND MACK SMITH ROAD
 - C. **RESOLUTION NO. 3795** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ALLOWING THE EAST RIDGE OPTIMIST CLUB TO USE DICKERT POND AT CAMP JORDAN TO HOLD A FISHING RODEO AND WAIVE THE FEES FOR SUCH USAGE

- D. **RESOLUTION NO. 3796** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ALLOWING CHATTANOOGA AUTISM CENTER TO USE THE EAST RIDGE COMMUNITY CENTER AND WAIVE THE FEES FOR SUCH USAGE
- E. **RESOLUTION NO. 3797** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ENTER INTO A SPONSORSHIP AGREEMENT WITH ACADEMY SPORTS + OUTDOORS
- F. **RESOLUTION NO. 3798** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED SPONSORSHIP AGREEMENT WITH CHATTANOOGA COCA-COLA BOTTLING COMPANY FOR EXCLUSIVE BEVERAGE POURING RIGHTS AND RELATED MARKETING AND OPERATIONAL BENEFITS FOR CITY FACILITIES
- G. **RESOLUTION NO. 3799** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH HAMILTON COUNTY GOVERNMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF FUNDING RELATED TO THE CAMP JORDAN UPGRADES PROJECT
- H. **RESOLUTION NO. 3800** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ASA ENGINEERING & CONSULTING, INC. FOR ENGINEERING AND DESIGN SERVICES RELATED TO PHASE 1 OF THE SPRINGVALE PARK REDEVELOPMENT PROJECT
- I. Discussion and selection of top City Manager candidate
- J. Discussion of Tentative Agenda for **March 26, 2026**, City Council Meeting (Attachment A)

10. Adjournment

ATTACHMENT A
TENTATIVE AGENDA
March 26, 2026

8. Old Business:

NONE

9. New Business

A. **RESOLUTION NO.** ____ - Appointment to the Board of Zoning Appeals by Mayor Williams

B. **RESOLUTION NO.** ____ - Janitorial Services for Venue 1921 at East Ridge

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

**February 26, 2026
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on February 26, 2026, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Brian Williams called the meeting to order.

Terry Arnold 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, City Clerk Jennifer Deitrick

Attendance: Approximately 21 members of the public were present.

Mayor Williams presented a proclamation to City Manager Miller proclaiming February 27, 2026 as J. Scott Miller Day.

Approval of Minutes February 12, 2026

Councilmember Witt moved to approve the minutes of the February 12, 2026 meeting. 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

Tyler Kapherr, 6814 Martha Ave, expressed concerns regarding the flooding and drainage impacts from new developments.

Communication from Councilmembers

The Councilmembers and the Mayor expressed their appreciation to City Manager Miller for his years of dedicated service to the City.

Councilmember Cagle reported that the Election Commission incorrectly listed Venue 1921 as Venue 1912 on recently issued voter registration cards.

Mayor Williams announced that the grand opening for Goodwill was held earlier this morning. He then invited Parks and Recreation Director Skiles to share information on upcoming Parks and Recreation events and programs.

Communication from City Manager

City Manager Miller provided updates on the Community Center expansion project and the resurfacing of North Terrace, South Terrace and the intersection of McBrien Road and Belvoir Avenue. He also noted that the first major booking at Venue 1921 is scheduled for February 27, 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 First Reading of the Ordinance)

City Attorney Litchford read the ordinance on caption. Chief Building Official Howell stated that during the first reading, a stormwater assessment was requested. He reported that ASA Engineering has completed the assessment.

Councilmember Witt moved to approve Ordinance No. 1239. Vice Mayor Tyler seconded.

Councilmember Cagle asked whether a condition could be imposed requiring a core soil sample as part of the rezoning approval. City Attorney Litchford stated that any conditions must relate solely to use. Councilmember Cagle then asked if language could be added to the R-2 Residential Duplex District regulations requiring core sampling when rezoning from commercial use. City Attorney Litchford stated that he will research whether such language can be incorporated into the zoning regulations.

Following additional discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – no; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried.

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 (2nd READING)

City Attorney Litchford read the ordinance on caption.

Vice Mayor Tyler moved to approve Ordinance No. 1242. Councilmember Ezell seconded.

Mayor Williams stated that if the elected City Court Clerk is to be offered certain City benefits, those benefits must be included in the ordinance. City Attorney Litchford explained that the position's compensation must be set by ordinance and that benefits are considered compensation.

Vice Mayor Tyler amended the motion to include the option for the City Court Clerk to participate in the City's medical, vision, dental, long-term disability, and life insurance benefits. Councilmember Witt seconded.

Mayor Williams called for a roll call vote on the amended motion. Vice Mayor Tyler – yes; Councilmember Cagle – no; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – no. Motion carried.

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 (2nd READING)

City Attorney Litchford read the ordinance on caption. City Manager Miller stated that the additional compensation would be \$1,000.00 per month and would take effect beginning at 4:30 p.m. on February 27, 2027.

Councilmember Witt moved to approve Ordinance No. 1243. 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.

Discussion of proposed Mobile Food Vending Ordinance

Chief Building Official Howell reviewed the highlighted sections of the proposed ordinance. He noted that if the ordinance is approved, it will be forwarded to the Planning Commission for approval.

Councilmember Ezell asked whether property owners would still be required to request approval for their property to be designated as an overlay district. Chief Building Official Howell confirmed that they would.

Councilmember Ezell recalled that two special event permits would be allowed per parcel per year. The proposed ordinance will be updated to reflect Council's consensus to permit two special event permits per parcel per year.

Councilmember Cagle asked whether mobile food trucks on Ringgold Road would be required to be behind the building. Chief Building Official Howell stated that where site constraints exist, the Fire Marshal has discretion.

Councilmember Cagle expressed concern regarding Sunday hours of operation, noting that beer cannot be sold until 10:00 a.m. City Manager Miller responded that vendors may still sell food. City Attorney Litchford reviewed the ordinance provision requiring compliance with all other applicable regulations.

Councilmember Cagle requested clarification on the permit suspension timeline. Chief Building Official Howell explained that two violations within a six-month period will result in suspension, and three violations within twelve months will result in permit revocation.

New Business

RESOLUTION NO. 3785 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AWARDING A BID FOR THE 2026 STREET IMPROVEMENTS PROGRAM

City Attorney Litchford read the resolution on caption. City Manager Miller reported that the City solicited bids for the 2026 Street Improvements Program and held the bid opening on February 17, 2026. Three bids were received and the lowest responsible bid was submitted by Talley Construction in the amount of \$1,349,549.50.

Councilmember Ezell moved to approve Resolution No. 3785. Councilmember Witt 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.

RESOLUTION NO. 3786 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY TO ENTER INTO A PARTNERSHIP AGREEMENT WITH D-BAT CHATTANOOGA

City Attorney Litchford read the resolution on caption. Parks and Recreation Director Skiles stated that the agreement is for the spring, summer, and fall seasons of 2026 and reviewed the services that D-BAT Chattanooga will provide under the partnership agreement.

Councilmember Witt moved to approve Resolution No. 3786. 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.

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

City Attorney Litchford read the resolution on caption. Parks and Recreation Director Skiles stated that East Ridge Middle School has requested to use the fields during the spring and fall seasons and clarified that the use does not include the turf fields.

Vice Mayor Tyler moved to approve Resolution No. 3787. 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.

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

City Attorney Litchford read the resolution on caption. Parks and Recreation Director Skiles stated that the East Ridge Needy Child Fund has requested use of Camp Jordan Arena on August 8, 2026, and has asked that the fees be waived. This year, the East Ridge Needy Child Fund is partnering with the Optimist Club for the event.

Councilmember Ezell moved to approve Resolution No. 3788. 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.

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

City Attorney Litchford read the resolution on caption. Parks and Recreation Director Skiles stated that during a recent walkthrough at the Community Center, staff discovered that the lower portion of the roof has multiple holes. Staff requested pricing from Pillar Construction for replacement, but the cost was high; therefore, staff is requesting authorization to solicit bids.

Vice Mayor Tyler moved to approve Resolution No. 3789. 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.

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

City Attorney Litchford read the resolution on caption. Police Chief Uselton stated that he is requesting approval for the City to accept a donation of good-quality, used industrial-grade laundry equipment for the East Ridge Animal Shelter. He noted that while the equipment is being donated, the City will be responsible for the installation costs.

Councilmember Witt moved to approve Resolution No. 3790. 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.

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

City Attorney Litchford read the resolution on caption. Development Director McAllister stated that the State notified grant recipients of a 20% reduction in funding, which reduced the City's award amount to \$8,000.

Councilmember Witt moved to approve Resolution No. 3791. 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. 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

City Attorney Litchford read the resolution on caption. Parks and Recreation Director Skiles stated that the change order is for an upgrade to the vapor barrier for the Community Center gym floor. She noted that the cost for the required work is \$14,168 and that this amount will be applied toward the project's contingency credit.

Vice Mayor Tyler moved to approve Resolution No. 3792. Councilmember Witt seconded. Following 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.

Discussion of Continuation, Expansion, or Removal of Elected Officials' Eligibility to Participate in Certain City Benefit Programs Under Resolution No. 2340

City Attorney Litchford explained that Resolution No. 2340, adopted in 2013, allows members of the City Council the option to participate in certain City benefit programs. He noted that in 2014, a referendum was approved requiring any changes to Council salary or benefits to be adopted by referendum. City Attorney Litchford stated that the Council may repeal the resolution and place the matter on the November 2026 ballot.

Mayor Williams stated that he does not object to the opportunity being available; however, any Councilmember choosing to participate should be responsible for paying the full cost of the benefit. Councilmember Tyler agreed with requiring full cost to be paid by the participating Councilmember. Councilmember Ezell expressed support for repealing the resolution and requested that the City Attorney prepare the necessary ordinance.

City Attorney Litchford stated that a resolution to repeal Resolution No. 2340 will be presented at the next Council meeting, and he will prepare an ordinance to place the matter on the referendum ballot, clarifying that any benefits offered must be fully paid by the individual Councilmember.

Discussion of Tentative Agenda for the March 12, 2026 City Council Meeting (See Attachment A)

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

Old Business

The second reading of Ordinance 1242, as amended, will be added to the March 12, 2026 agenda.

Councilmember Ezell asked about the procedure if the ordinance as amended with benefits fails. City Attorney Litchford explained that if the compensation ordinance as amended fails on second reading, the matter would revert to consideration of the original ordinance on second reading.

New Business

RESOLUTION NO. _____ - Short-term vacation rental certificate application for the property located at 188 John Arnold Avenue

Chief Building Official Howell reported that this item is an appeal for a short-term vacation rental certificate. He noted that one objection was received and that there is already one approved short-term vacation rental within the Graston development.

Councilmember Cagle asked whether the Council had previously voted to allow short-term vacation rentals only in the R-2 zoning district. Chief Building Official Howell responded that he was not aware of such a vote and confirmed that the property is located in an R-3 zoning district, where short-term vacation rentals are permitted.

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

Chief Building Official Howell stated that a use on review request for an existing off-premise sign at this location was approved by the Council in June 2022. He explained that Kenny Custer with Star Community Builders is seeking approval to reuse the existing off-premise sign support structure, identical to the request approved in 2022. The proposed sign will be approximately 21 feet in height and approximately 8 feet in width and will serve as an LED message center for the Gateway Development.

Councilmember Cagle asked whether the 2022 approval had become void due to more than a year having passed. Chief Building Official Howell confirmed that it had. Councilmember Cagle also expressed concern about the sign potentially interfering with traffic.

Mayor Williams then asked whether the sign is currently in violation. Chief Building Official Howell responded that the matter is presently before the Administrative Hearing Officer.

RESOLUTION NO. _____ - Chattanooga Autism Center request to use the East Ridge Community Center and waive the fees for such use

Parks and Recreation Director Skiles stated the Chattanooga Autism Center has requested use of the Community Center on June 20, 2026 for a free community event. She noted that all required paperwork has been submitted and the organization meets all necessary qualifications.

RESOLUTION NO. _____ - Optimist Club request to use Dickert Pond to hold a fishing rodeo and waive the fees for such use

Parks and Recreation Director Skiles reported that the East Ridge Optimist Club has requested permission to use Dickert Pond for its annual children's fishing rodeo. She stated that all required paperwork has been completed.

Councilmember Ezell asked about the fees associated with Dickert Pond. Director Skiles explained that there is no fee for the pond itself, but fees apply to the use of City equipment such as tables, chairs, and the sound system.

RESOLUTION NO. _____ - Approval of a sponsorship agreement with Academy Sport

Parks and Recreation Director Skiles stated that this resolution concerns the City's annual sponsorship agreement with Academy Sport. A copy of the agreement will be available at the next Council meeting and has been reviewed by City Attorney Litchford. She also reviewed the services that Academy Sport will provide through the agreement.

RESOLUTION NO. ____ - Repeal Resolution No. 2340

Mayor Williams stated that a resolution to repeal Resolution No. 2340 will be added to the agenda.

Discussion and selection of top City Manager Candidate

Human Resources Director Sinigaglio reviewed the upcoming schedule for the City Manager candidate process. The schedule includes one-on-one interviews between each Councilmember and each candidate, a meet-and-greet event with City staff, guided tours of the City for the candidates, and a public meeting during which the Council will interview each candidate.

City Manager Miller reported that the City currently has five candidates and that virtual interviews have been conducted with four of them.

Adjournment

There being no further business, the February 26, 2026, Regular Meeting of the City Council of the City of East Ridge was adjourned at 8:30 p.m.

APPROVED:

MAYOR

CITY CLERK

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

**March 5, 2026
3:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on March 5, 2026, at 3:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Brian Williams called the meeting to order.

Danny Lance of True Life Church gave the invocation. All present joined in for the Pledge of Allegiance.

Present: Mayor Brian Williams, Vice Mayor David Tyler, Councilmember Jacky Cagle, Councilmember Jeff Ezell, Councilmember Andrea Witt, Interim City Manager Mike Williams, Attorney Jacob Ritchie, Finance Director Diane Qualls, City Clerk Jennifer Deitrick

Attendance: Approximately 25 members of the public were present.

Interview of City Manager Candidates

Mayor Williams stated that each candidate would be invited individually into the Council Chambers to provide a brief introduction. Following each introduction, Councilmembers would take turns asking questions.

Council conducted interviews with Glen Adams, followed by Brian Koral. After a brief recess, the Council continued with interviews of James Tyson Ross and then Rick Rudometkin.

The following key discussions topics represent the themes and questions addressed with each candidate throughout the interview process:

- Budget and Municipal Financial Management
- Council-Manager Relationship
- Leadership Style and Management Approach
- Communication Practices
- Customer Service and Community Engagement
- Economic Development
- Infrastructure, Stormwater and Capital Projects
- Challenges Facing East Ridge
- Vision and First-Year Priorities
- Ethics, Accountability and Prior Employment

Communication from Citizens

Mayor Williams opened the floor for Citizen Comments. No citizens came forward to address the Council.

Comments from Council

Council thanked Former City Manager J. Scott Miller, Human Resources Director Michelle Sinigaglio, and Honna Rogers of the Municipal Technical Advisory Service for their assistance during the recruitment and interview process. Council also discussed the next steps in the selection process.

Adjournment

There being no further business, the March 5, 2026, Called Meeting of the City Council of the City of East Ridge was adjourned at 6:47 p.m.

APPROVED:

MAYOR

CITY CLERK

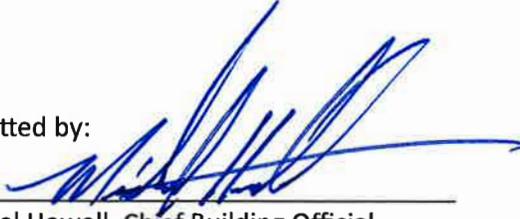
ORDINANCE NO. 1239

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

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 blue ink, appearing to read 'J. Sikes', is positioned above the printed name of the sender.

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



PROPERTY INFORMATION:
 OWNER: F&J COLLECTIVE LLC
 ADDRESS: 1408 HSI SAN DR
 TAX MAP #: 69K 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: 11 UNITS/ACRE
PROPOSED PARKING: 4 SPACES

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



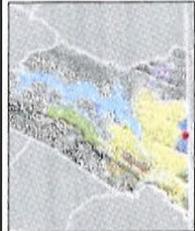
1408 San Hsi Dr - Rezoning Site Plan

SCALE: 1" = 20'

GISMO 5



- Legend
- Address Labels
- Parcels
- McDonnalds_Farm



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



0 50.00 100.00 Feet
NAD 1983 StatePlane, Tennessee, FIPS 4100, Feet
© Latitude Geographics Group Ltd.

EXHIBIT B

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



CASE NUMBER: 2025-0187		Date Submitted: 10/20/2025	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: C-2		Rezoned To: R-2	Total acres in request area: 0.18
2 Applicant Requested Conditions		Yes:	No: <input checked="" type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
None			
4 Property Information			
Property Address: 1408 San Hsi Dr		Property Tax Map Number: 169K-J-009	
5 Proposed Development			
Reason for request/Project description:	Duplex		
6 Site Characteristics			
Current Use:	Vacant		
Adjacent Uses:	Auto Shop, Car Wash, Single Family		
7 Applicant Information			
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.			
8 Property Owner Information Only fill out this section if applicant is not the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: F & J Collective LLC			
Address (street, city, state, zip): [REDACTED]			
Phone: [REDACTED]		Email: [REDACTED]	
9 Applicant Signature and Consent			
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.			
Signature: <u>See Submitted Application</u>		Date: _____	
Office Use Only:			
Checklist			
<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> Site Plan	<input checked="" type="checkbox"/> 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: Jennfier 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

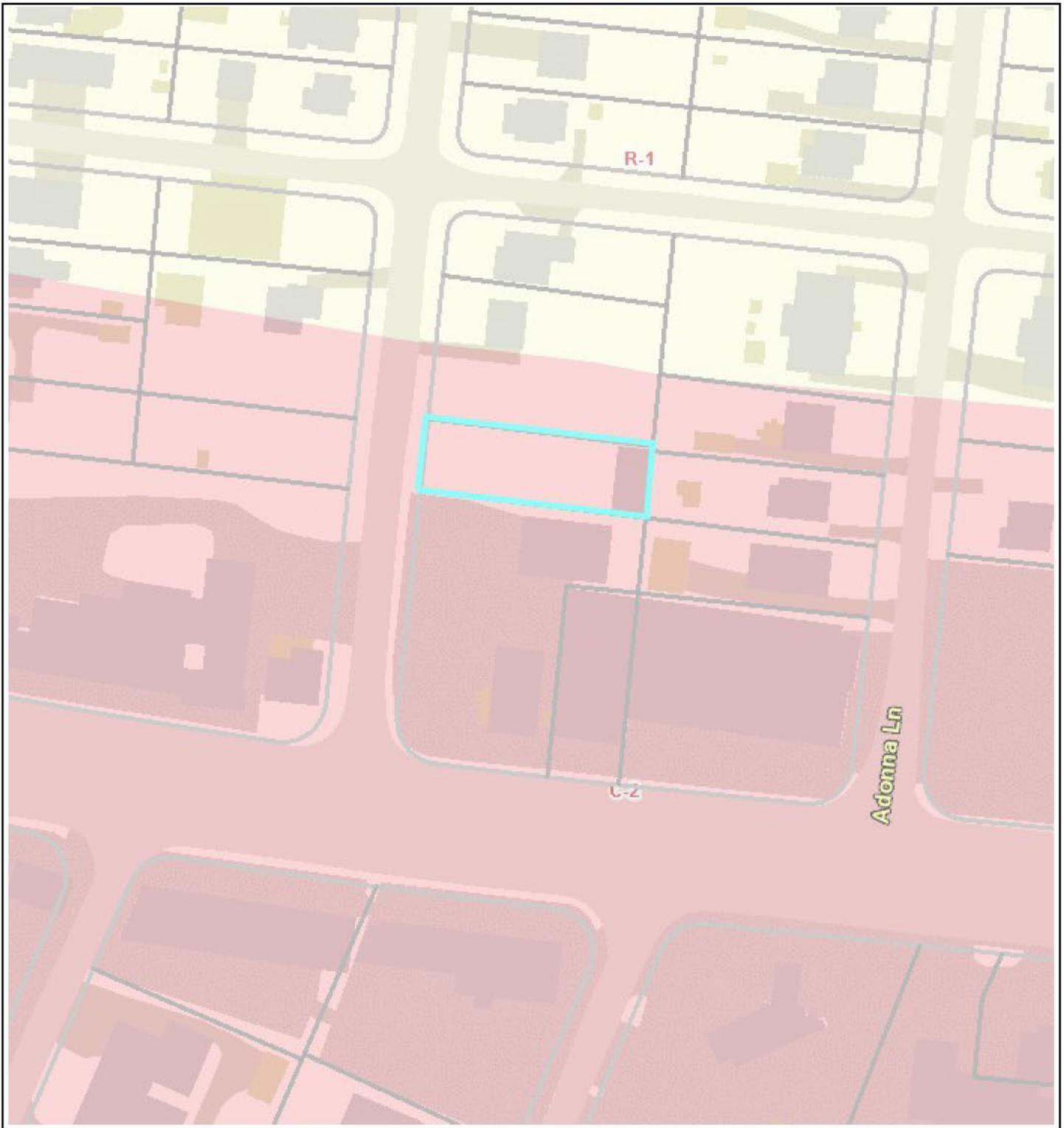
1408 San Hsi Dr is zoned C-C and the request is to rezone the property to R-2 for the development of a duplex. Although the property is only 50 ft wide, it is a buildable lot for residential use since it is a lot of record dating back to 1926. This area was historically zone LB (Local Business District) 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

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

PROPERTY DESCRIPTION

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

ZONING

ZONING HISTORY	<ul style="list-style-type: none"> • There is no recent zoning history for the site. • 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. • Case 2017-0188 located at 1403 Sewanee Drive was rezoned from C-2 and R-1 to R-1 (Ordinance #1062).
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ZONE DISTRICT COMPATIBILITY	USE	CURRENT C-2 ZONE	PROPOSED R-2 ZONE
	Single-Unit Detached Residential		<input 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"/>
DEVELOPMENT STANDARDS		CURRENT C-2 ZONE	PROPOSED R-2 ZONE
	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	COMPATIBILITY WITH ADJACENT LAND USES 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	COMPATABILITY WITH DEVELOPMENT FORM 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	CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT 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

Department of Building and Codes

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

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

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

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 Council desires to establish the compensation of the City Court Clerk position effective as of the November 3, 2026 election upon the following compensation terms:

- \$70,000 annual salary payable in accordance with the City's adopted payroll methods for all other full-time city employees;
- Option for individual coverage of City Clerk (not including dependents) to participate in the City's medical, vision, dental, long-term disability, and life insurance benefit plans, provided at the same employee-only premium cost paid by current full-time City employees.

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 City Court Clerk is hereby set at \$70,000.00, effective on the first pay period following the election of the City Court Clerk on November 3, 2026.

SECTION 2. The elected City Court Clerk may participate in the City's medical, vision, dental, long-term disability, and life insurance benefit plans. Participation shall be limited to individual-only coverage and shall be provided at the same employee-only premium cost paid by current full-time City employees. No dependent coverage shall be available under this provision.

SECTION 3. The Finance Department is authorized and directed to make all necessary budget adjustments to implement this salary change.

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

Passed on First Reading _____, 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

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

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.



County Technical Assistance Service

INSTITUTE for PUBLIC SERVICE

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

*Highlight top
new employees
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 Control 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, Delia	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
 2489.76
 2369.64
 1920.72
 2077.60
 1779.74
 2241.96
 2241.96
 1677.98
 3000.00
 1775.50
 3760.00
 2229.60
 2317.60
 1967.23
 2335.20
 1947.20
 2224.00
 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
 1947.20
 1151.20

0.00
 17.50
 29.64
 28.21
 19.22
 20.19
 16.79
 26.69
 26.69
 16.79
 1500.00
 18.12
 47.00
 27.87
 28.97
 21.30
 28.63
 25.07
 28.63
 33.58
 28.50
 29.81
 19.74
 21.02
 25.52
 19.42
 26.69
 18.00
 0.00
 300.00
 0.00
 21.29
 23.24
 21.00
 17.50
 27.17
 18.18
 13.79
 22.15
 27.65
 25.07
 14.82

57740.28
 36400.00
 64733.76
 61610.64
 52979.97
 55638.13
 46273.24
 58290.96
 58290.96
 46284.26
 36000.00
 1775.50
 97760.00
 57969.60
 60257.60
 58690.95
 64025.62
 52146.02
 59558.72
 69846.40
 59280.21
 63860.12
 41059.20
 43721.60
 70342.49
 53509.12
 58290.96
 37440.00
 0.00
 7200.00
 0.00
 58687.37
 64049.44
 43680.00
 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
Szydowski, 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

www.redbanktn.gov

www.facebook.com/redbanktn

www.instagram.com/cityofredbank

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

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.

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

Visit our website . . . [https://url43.mailanyone.net/scanner?m=1vjImc-000000004iw-2CPm&d=4%7Cmail%2F90%2F1769180400%2F1vjImc-000000004iw-2CPm%7Cin43i%7C57e1b682%7C27922772%7C13209692%7C69738F16EAECO02A49085ECAB8596E3&o=l.wwwolewc.l
edotngaev&s=tGdS20XRQohNdM720KgK-XtbNvU] **https://url43.mailanyone.net/scanner?m=1vjImc-000000004iw-2CPm&d=4%7Cmail%2F90%2F1769180400%2F1vjImc-000000004iw-2CPm%7Cin43i%7C57e1b682%7C27922772%7C13209692%7C69738F16EAECO02A49085ECAB8596E3&o=l.wwwolewc.l
edotngaev&s=tGdS20XRQohNdM720KgK-XtbNvU**

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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 Search](#) →

Sponsored

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	City of Soddy-Daisy
Annual Wage	\$70,634
Pay Plan	

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

Advertisement



Rachel Leeseberg E

City of Collegedale

[View Rachel Leeseberg E Background Search](#) →

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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.

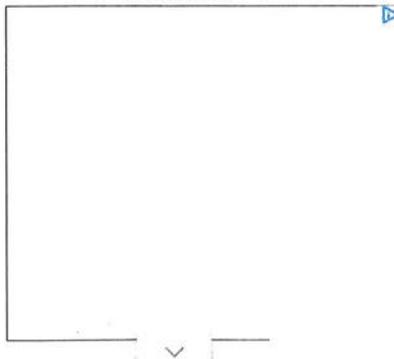
Advertisement

Key Data

Year	2024
Full Name	Rachel Leeseberg E
Job Title	N/A
State	Tennessee
Employer	City of Collegedale
Annual Wage	\$60,302
Pay Plan	

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

Advertisement



Anthony Byrd

City of Chattanooga

[City Court Clerk](#)

[View Anthony Byrd Background Search](#) →

Sponsored

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.

Advertisement

Key Data

Year	2024
Full Name	Anthony Byrd
Job Title	City Court Clerk

[Get City Court Clerk Salary Statistics](#) →

State	Tennessee
Employer	City of Chattanooga
Annual Wage	\$90,641
Pay Plan	

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

Advertisement

Christy Brandon

City of Cleveland

[Asst City Clerk](#)

[View Christy Brandon Background Search](#) →

Sponsored

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.

Advertisement



Key Data

Year	2024
Full Name	Christy Brandon
Job Title	Asst City Clerk

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

State	Tennessee
Employer	City of Cleveland
Annual Wage	\$72,390
Pay Plan	

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

Advertisement

Are AI challenges slowing you down?

DISCUSSION ITEM

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



DAVID TYLER
Vice Mayor

JEFFREY EZELL
Councilmember

MIKE WILLIAMS
Interim City Manager

City of East Ridge

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

AGENDA MEMO

TO: Mayor and Council
FROM: Mark W. Litchford
SUBJECT: Repeal Res. 2340
DATE: March 10, 2026

Section 5-A of the City Charter governs the compensation available to the Mayor and City Councilmembers. Currently, 5-A requires a referendum to adjust the “salaries and/or all other benefits” provided to the councilmembers as a body. This current language was adopted via referendum (Ord. 974) in November 2014.

Prior to November 2014, the Charter stated as follows: “the *salary* of the Mayor, or the salaries of the Councilmembers as a body... may be adjusted by ordinance.” This language was adopted via referendum (Ord. 849) in November 2008.

In September 2013, the City Council adopted Resolution 2340 which authorized members of the City Council, and their dependents, 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 City employees. While I am not aware of the circumstances that triggered the adoption of 2340, I cannot conclude whether Resolution 2340 was a proper action by the then-City Council.

However, by repealing Resolution 2340, coupled with taking efforts to adopt an ordinance to place upon the November 2026 ballot language to remove “benefits” for City Council members, including the Mayor, this body will engage in efforts consistent with the stated positions at the previous council meeting on February 26, 2026, to remove Councilmembers, including the Mayor, from participating in the benefits program at the cost of the City. The Referendum on amending Section 5-A will clarify that Councilmembers and the Mayor, together with their dependents, will be able to participate in “benefits” provided they must pay all costs related to such benefits.

RESOLUTION NO. 3793

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.

RESOLUTION NO. 3793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A SHORT-TERM VACATION RENTAL CERTIFICATE APPLICATION FOR THE PROPERTY LOCATED AT 188 JOHN ARNOLD AVENUE, TAX MAP #169C-C-001.02C037

WHEREAS, Brad Burcham has applied for a Short-Term Rental Certificate for the property located at 188 John Arnold Avenue, which is zoned R-3 Residential Apartment District (Tax Map ID #169C-C-001.02C037); and

WHEREAS, pursuant to the East Ridge Zoning Ordinance (Ordinance 481) Title 14, Chapter 2, Article XI, § 104(C)(2)(vi) of the East Ridge Municipal Code, if objections or appeals are made to the issuance of the Short-Term Vacation Rental Certificate, the East Ridge Building Department shall request that the application be forwarded to the City Council for its consideration on appeal and shall hold a public hearing; 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 February 26, 2026, at which time all interested parties were given an opportunity to be heard.

WHEREAS, the City Council has determined that such use is appropriate and desirable; and

WHEREAS, the proposed application is consistent with the plans and policies of the City, is in harmony with the general purpose and intent of the zoning ordinance and regulations and the City's Short-Term Vacation Rental Rules and Regulations

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

Section 1. The City Council hereby approves the application of Brad Burcham for a short-term rental certificate for property located at 188 John Arnold Avenue.

Section 2. Brad Burcham shall comply with all applicable provisions of the Zoning Ordinance and the Short-Term Vacation Rental Rules and Regulations, including any local, state, and federal requirements.

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:

Mike Williams, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

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 ^{to} 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
^{DM}
property owner in the area



CHATTANOOGA TN 373
21 JAN 2026 PM 1 L

City of East Ridge
1517 Tombras 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

 @ [REDACTED]

 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*

[REDACTED]

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

Property Information (property being rented)

Mailing Address*

3765 Alabama Road

City, State, Zip Code*

Apison TN 37302

Zoning* ⓘ

R-3

Parcel Number*

033169CC00102C037

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
✔ Building Department Review	12/9/2025, 2:18:37 PM	1/6/2026, 10:32:42 AM	Torrey Holder	-	Completed
✔ Non-Owner Occupied	12/9/2025, 2:18:37 PM	1/6/2026, 10:33:14 AM	Torrey Holder	1/8/2026	Completed
👤 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.

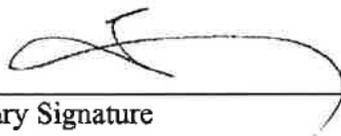
Graston Ave LLC, a Tennessee Limited Liability Company

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.

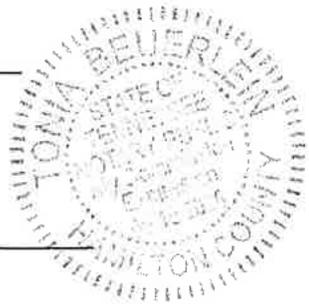
Witness my hand and seal, this 17th day of November, 2025.



Notary Signature

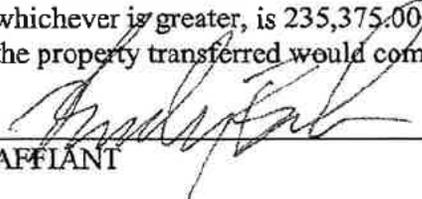
Printed Name: Tonia Beuerlein

My commission expires: _____



AFFIDAVIT OF VALUE

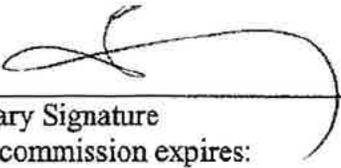
The undersigned hereby offers this instrument for recording within the meaning of the statutes of the State of Tennessee under Tenn. Code Ann. Section 67-4-409, and hereby swears and affirms that the actual consideration for this transfer or value of the property transferred, whichever is greater, is 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.



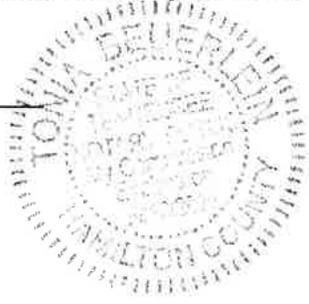
AFFIANT

STATE OF TENNESSEE
COUNTY OF HAMILTON

Sworn to and subscribed before me this 17th day of November, 2025



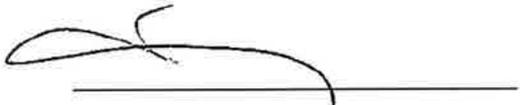
Notary Signature
My commission expires: _____



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).

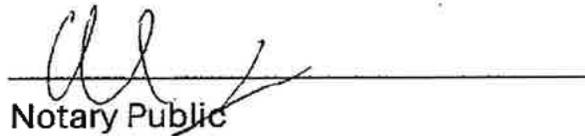


Date: 11-17-25

AFFIANT SIGNATURE

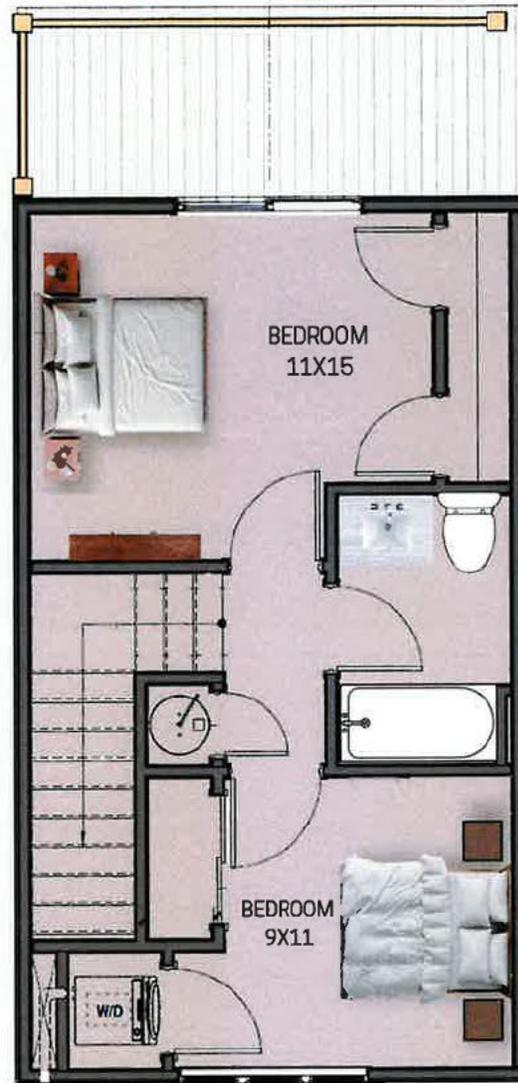
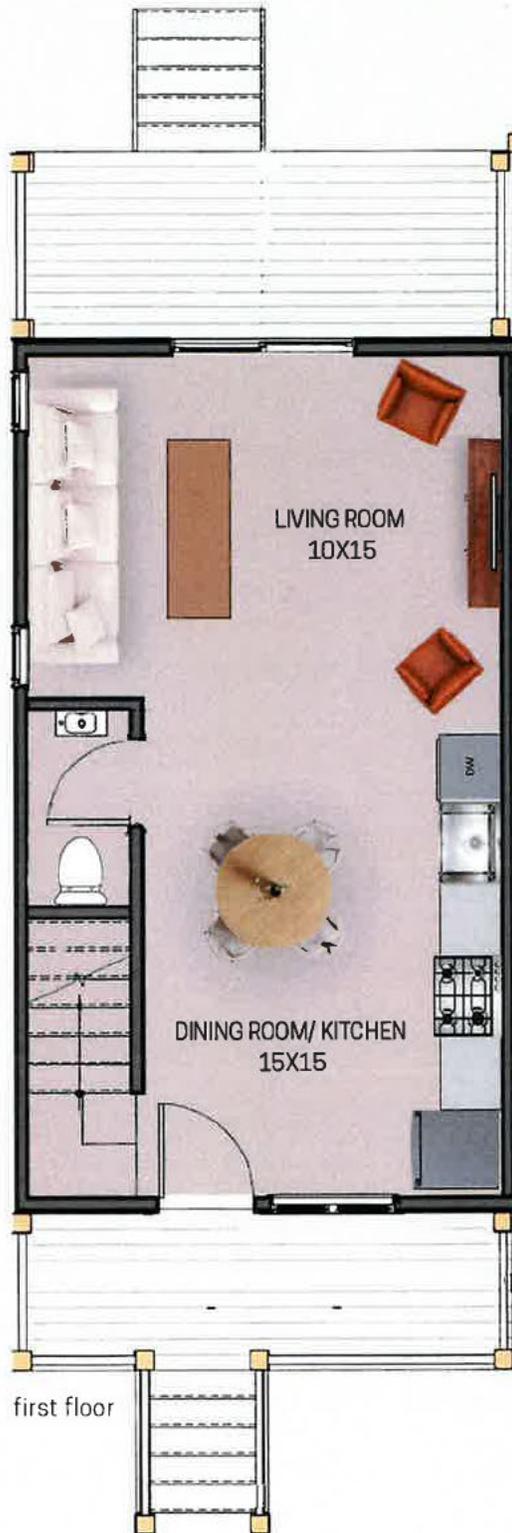
STATE OF TENNESSEE
COUNTY OF HAMILTON

Sworn to and subscribed before me on 11-17-25.


Notary Public

My Commission Expires: 2-11-29





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.

Policy premium \$ 571.00

Forms, Options, and Endorsements

FP 8103 Rental Dwelling Policy

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. 3794

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.

RESOLUTION NO. 3794

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE A CONDITIONAL USE PERMIT FOR A VARIANCE TO THE CITY'S SIGN ORDINANCE NO. 1028 FOR AN EXISTING OFF-PREMISE MULTI-TENANT SIGN LOCATED AT THE CORNER OF RINGGOLD ROAD AND MACK SMITH ROAD

WHEREAS, Kenny Custer, on behalf of Star Community Builders, has requested 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 ; and

WHEREAS, the proposed sign will serve as the entrance for The Gateway Development and will measure approximately 21 feet by 7.87 feet, consisting of a double-sided LED display with a stone-wrapped support structure, with a total height of approximately 28 feet, and 6–8 feet from the bottom of the sign to grade; and

WHEREAS, the City Council previously approved the same sign dimensions and the same site location by Resolution No. 3281, with the condition that the sign not exceed the dimensions presented in the application; and

WHEREAS, the proposed variance is consistent with the plans and policies of the City, is in harmony with the general purpose and intent of the zoning ordinance and regulations and the City's off-premise sign ordinance and is compatible with the character of the adjacent properties.

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

Section 1. The City Council hereby approves a conditional use permit for a variance to the City's sign ordinance for an existing off-premise multi-tenant sign, located at the corner of Ringgold Road and Mack Smith Road, Tax Map 169L K 022, for the purpose of serving as the entrance sign to The Gateway Development, subject to the sign not exceeding the dimensions of 21 ft × 7.87 ft.

Section 2. Approval is conditioned on the applicant's compliance with all applicable provisions of the City's zoning ordinance, the City's sign ordinance, and any applicable local, state, and federal requirements.

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:

Mike Williams, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 - 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 Approved / Denied: Approved
tenant sign for the
Gateway Development

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 'RM', 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 MARC GRAVITT
LH Mack Smith Road LLC		same	169L K 020
(NAME)		(Name)	169L K 020.01
2720 Homestead Rd Ste 200			169L K 022
(Street Address or Route Number)		(Street Address)	
Park City, Utah 84098			
(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 27th 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 27th day of May, 2021.

William D Jones
Notary Public

My Commission Expires: 6-30-2021



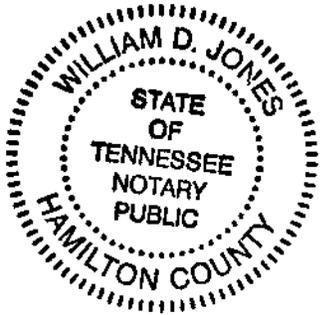
STATE OF TENNESSEE
COUNTY OF HAMILTON

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 27th 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.

CANCELATION 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
[View Additional Details](#) [Add to Results](#)



2024 ima...

RESOLUTION NO. 3795

AGENDA MEMORANDUM
EAST RIDGE OPTIMIST CLUB FISHING RODEO

March 12th, 2026

Submitted By:

Shawwna Skiles

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. 3795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ALLOWING THE EAST RIDGE OPTIMIST CLUB TO USE DICKERT POND AT CAMP JORDAN TO HOLD A FISHING RODEO AND WAIVE THE FEES FOR SUCH USAGE

WHEREAS, the East Ridge Optimist Club, a 501(c)(4) organization, is an active group that works to make a positive difference in the lives of children in East Ridge and the surrounding areas; and

WHEREAS, the East Ridge Optimist Club has scheduled a Fishing Rodeo for June 7, 2025, at Dickert Pond at Camp Jordan as a free activity for children to learn to fish; and

WHEREAS, the East Ridge Optimist Club is requesting that the City waive the fee for use of Dickert Pond at Camp Jordan in order to give the children of East Ridge and the surrounding areas an opportunity to participate in this important activity; and

WHEREAS, East Optimist Club has met all the requirements of the Facility Waiver Policy established in 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that East Ridge Optimist Club will be allowed to use Dickert Pond at Camp Jordan on June 7, 2025, for their annual Fishing Rodeo event and the fees for such usage will be 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:

Mike Williams, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

Itemized Categories - Last year
1/1/2025 through 12/31/2025 (Cash Basis)

Date	Account	Num	Description	Tag	Memo	Clr	Amount
	INCOME						
	EROC 4000 - Membership Dues						9,666.09
	EROC 4010 - Membership Application Fees						2,840.00
	EROC 4020 - Sponsorship Income						175.00
	EROC 4030 - Donations & Contributions						400.00
	EROC 4040 - Fundraising Income						258.00
	EROC 4060 - Miscellaneous Income						5,618.25
							374.84
	EXPENSES						
	EROC 5000 - Administrative Expenses						-12,391.74
	EROC 5100 - Event Expenses						-3,527.64
	EROC 5200 - Program Expenses						-5,853.78
	EROC 5300 - Marketing & Promotion						-1,425.67
	EROC 5500 - Equipment Purchases						-247.75
	EROC 5600 - Miscellaneous Expenses						-508.34
							-828.56
	OVERALL T...						-2,725.65

Account Balances - As of 12/31/2025

Account	12/31/2025 Balance
Bank Accounts	
EROC 1000 - OPS - TRUIST XX...	8,092.84
EROC 1010 - ADMIN - TRUIST ...	2,792.43
OIF Donations Account	1,500.00
TOTAL Bank Accounts	12,385.27
Cash Accounts	
TOTAL Cash Accounts	0.00
OVERALL TOTAL	12,385.27

RESOLUTION NO. 3796

AGENDA MEMORANDUM
FEE WAIVER FOR AUTISM DAY

MARCH 12th, 2026

Submitted By:

Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT: Chattanooga Autism Center-Fun in the Sun Jeep Fundraiser

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

RESOLUTION NO. 3796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, ALLOWING CHATTANOOGA AUTISM CENTER TO USE THE EAST RIDGE COMMUNITY CENTER AND WAIVE THE FEES FOR SUCH USAGE

WHEREAS, East Ridge Elementary School will hold their Fifth Grade Graduation on Tuesday, May 19, 2025, at Camp Jordan Arena from 7:00 a.m. – 1:00 p.m., which allows time for set-up and breakdown of the event; and

WHEREAS, East Ridge Elementary School is requesting that the City waive the fee for use of the Arena for this event.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Camp Jordan Arena on Tuesday, May 19, 2025, for the East Ridge Elementary School Fifth Grade Graduation will be waived.

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:

Mike Williams, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

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

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

Waycaster, CPA LLC

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.

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
ASSETS	
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
TOTAL ASSETS	\$ 352,518
TOTAL LIABILITIES AND NET ASSETS	
Liabilities	
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
Net Assets	
Without donor restrictions:	
Undesignated	202,904
TOTAL LIABILITIES AND NET ASSETS	\$ 352,518

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
REVENUES, GAINS AND OTHER SUPPORT	
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
 EXPENSES	
Program service	
Autism support	1,914,364
 Supporting services	
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)
 Net assets - beginning	 245,879
 Net assets - ending	 \$ 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	
EXPENSES				
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

Cash Flows from Operating Activities	
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>
Cash Flows from Investing Activities	
Purchase of capital assets	<u>(1,290)</u>
Net increase (decrease) in cash from investing activities	<u>(1,290)</u>
Cash Flows from Financing Activities	
Debt payments	<u>(24,000)</u>
Net increase (decrease) in cash from financing activities	<u>(24,000)</u>
Net change	(56,489)
Cash - beginning	<u>207,065</u>
Cash - ending	<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">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
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. 3797

AGENDA MEMORANDUM
ACADEMY SPORT + OUTDOORS

MARCH 12TH, 2026

Submitted By:
Shawna Skiles

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

SS

RESOLUTION NO. 3797

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EAST RIDGE, TENNESSEE, AUTHORIZING THE
CITY TO ENTER INTO A SPONSORSHIP AGREEMENT
WITH ACADEMY SPORTS + OUTDOORS**

WHEREAS, the City of East Ridge has previously entered into sponsorship agreements with Academy Sports + Outdoors (“Academy;”) wherein Academy would provide funds, sporting equipment, and other benefits to the City of East Ridge in exchange for the City installing banners at Camp Jordan, distributing marketing materials at the park, and promoting Academy events on the City’s website and social media; and

WHEREAS, the City and Academy desire to renew the aforementioned arrangement by executing a new sponsorship agreement.

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 sponsorship agreement with Academy, 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:

Mike Williams, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

This Sponsorship Summary ("**Summary**"), naming Academy Ltd. d/b/a Academy Sports + Outdoors ("**Academy**") as a Sponsor of the City of East Ridge, Tennessee and its Parks and Recreation Department ("**Recipient**"), is governed by that certain Sponsorship Rider ("**Rider**") between Academy and Recipient effective as of 03/01/2026 ("**Effective Date**").

The term of this Summary is for the period of time from the Effective Date until 02/28/2027 (the "**Term**"), unless earlier terminated in accordance with the provisions of the Rider. Academy shall have the right to extend this Agreement ("**Agreement**" as defined in the attached Rider) for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient thirty (30) days prior to the end of the then current term.

1. **Recipient will provide the following sponsorship benefits to Academy:**

- A. Recipient shall place Academy banners on each of Recipient's fields
- B. Recipient shall distribute Academy marketing materials when and where applicable. The content to be mutually agreed upon by the Parties.
- C. Recipient shall provide proof of performance to include number of participants and picture so banners on Recipient's fields.

2. **Academy will provide the following to Recipient:**

- A. \$2,600 payable pursuant to attached Sponsorship Rider
- B. \$1,000 in gift cards within sixty (60) days of effective date

3. **Invoicing:**

Recipient shall submit its invoice(s) and W9 for payment processing via email to:

bsanders@genescosports.com

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
(RIDER AND SIGNATURE PAGE FOLLOWS)**

This Sponsorship Rider (“**Rider**”) is entered into on the Effective Date, as listed in the Sponsorship Summary (“**Summary**”) to which it is attached, between Academy, Ltd. d/b/a Academy Sports + Outdoors (“**Academy**”), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas, 77449 and City of East Ridge, Tennessee and its Parks and Recreation Department (“**Recipient**”), a Tennessee Municipality, located at 323 Camp Jordan Parkway, Chattanooga, TN 37412. Academy and Recipient may sometimes be referenced herein individually as “**Party**” or collectively as the “**Parties**”.

This Rider is made part of the Sponsorship Summary (“**Summary**”) by and between Academy and Recipient to which it is attached. This Rider, agreed to by both Parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the Parties’ sponsorship agreement, and that this sponsorship agreement consists of the Summary, this Rider, and any Exhibits or Schedules referenced therein (collectively, the “**Agreement**”).

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within ninety (90) days after Academy’s receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Agreement or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Agreement.
2. **INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker’s compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney’s fees and court costs, arising out of or related to this Agreement, statement of work, or any event or activity sponsored or promoted by Academy under this Agreement. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.**
 - 3.1 Each Party warrants, represents, and guarantees to the other that:
 - a. The Party (i) understands all of the terms of this Agreement; (ii) has had the opportunity to review this Agreement with its counsel; (iii) has the full power and authority to enter and perform this Agreement; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Agreement; and (v) confirms that this Agreement has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, “**Laws**”) at all times during the Term of this Agreement; and
 - c. All services, consideration, or materials provided pursuant to the Agreement do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
 - 3.2 Recipient warrants, represents, and guarantees to Academy that Recipient shall, at all times during the term of this Agreement, comply with the provisions of Academy’s Vendor Code of Conduct located at <http://vendor.academy.com>.
4. **TERMINATION.** This Agreement may be terminated: (A) for a Party’s breach of this Agreement which remains uncured thirty (30) days after receipt of written notice; (B) by Academy for any reason upon thirty (30) days’ written notice to Recipient; (C) for a Party’s insolvency or bankruptcy not discharged within sixty (60) days following any filing thereof.
5. **FORCE MAJEURE.** In the event of unforeseen circumstances affecting the ability of the Parties to fulfill this Agreement which are not the result of a Party’s fault or negligence, the Parties shall, within a commercially reasonable time, enter into good faith discussions regarding adjustments and/or amendments to this Agreement. If the Parties do not agree, this Agreement shall terminate and Recipient shall provide to Academy a refund equal to the value of sponsorship benefits

Academy has prepaid but not received.

6. **MARKS.** Each Party grants to the other a limited, non-assignable, non-sublicensable, royalty free, non-exclusive license for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively "**Marks**") for the duration of the Term and only as set forth in the Summary. Each Party's use of the Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party's Marks without prior written consent. Each Party agrees that nothing in this Agreement shall give one Party any right, title or interest in the other Party's Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party's Marks.
7. **INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS OWNERS, PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS (EACH A "CLAIM"), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS AGREEMENT; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS AGREEMENT; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS AGREEMENT, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS AGREEMENT.**
8. **LIMITATIONS AND WAIVERS.**
- 8.1 **DAMAGE LIMITATIONS.** REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2 **LIMITATION OF LIABILITY.** EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THEM RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS AGREEMENT.
9. **ACKNOWLEDGEMENT.** The Parties acknowledge that Academy has no responsibility or obligation to do or cause to be done anything in connection with any Recipient events or Recipient premises other than that which is specifically provided for in the Agreement. It is understood that, at all times as between Academy and Recipient, Recipient will control the Recipient events and/or Recipient premises.
10. **ASSIGNMENT.** Either Party may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

11. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Agreement. This Agreement may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Agreement.
12. **RELATIONSHIP OF THE PARTIES.** The relationship of Academy and Recipient under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.
13. **CONFIDENTIALITY.** Recipient shall not disclose the terms of this Agreement including assets and compensation and other Academy proprietary business information. During and after the Term of this Agreement, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.
14. **CHOICE OF LAW AND FORUM.** THE LAWS OF THE STATE OF TENNESSEE GOVERN THIS AGREEMENT AND ANY DISPUTES RELATED TO THIS AGREEMENT WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS AGREEMENT, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HAMILTON COUNTY, TENNESSEE.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ACADEMY:

Academy, Ltd. d/b/a
 Academy Sports + Outdoors
 By: Academy Managing Co., L.L.C.
 Its General Partner

By: _____

Name: _____

Title: _____

RECIPIENT:

City of East Ridge, Tennessee Parks and Recreation
 Department

By: _____

Name: _____

Title: _____

RESOLUTION NO. 3798

AGENDA MEMORANDUM
Coca-Cola Bottling Amended to Contract

MARCH 12, 2026

Submitted By:
Shawna Skiles

Shawna Skiles, Parks and Recreation Director

SUBJECT: Amended and Restated Addendum to Coca-Cola Contract – Scoreboard Addition

Chattanooga Coca-Cola Bottling Company, a provider of carbonated soft drinks and non-carbonated beverages such as water and sports drinks, has approached the Parks and Recreation Department to request a renewal of their exclusive pouring-rights sponsorship agreement for an additional thirteen (13) years, with a new expiration date of December 31, 2031. This memo also serves as an Amended and Restated Addendum to the existing agreement between the City of East Ridge Parks & Recreation Department and Coca-Cola Bottling Company (“Coca-Cola”). The purpose of this addendum is to formally include the installation of a Coca-Cola-branded scoreboard at a designated City athletic facility and to clarify associated responsibilities, costs, and promotional considerations.

The City of East Ridge currently maintains an active beverage supply agreement with Coca-Cola. As part of its continued partnership with East Ridge Parks & Recreation, Coca-Cola has offered to provide a branded scoreboard. Incorporating this item into the agreement requires an amendment to the original terms to reflect updated deliverables and obligations for both parties.

The City of East Ridge will be responsible for:

- Electrical preparation
- Structural mounting
- Labor and installation costs

All installation work will be completed in coordination with Coca-Cola’s approved vendor specifications

The term associated with the scoreboard’s promotional display and branding will run concurrently with the remaining term of the renewed Coca-Cola contract, including any mutually agreed-upon extensions.

Except as expressly amended by this Addendum, all other terms and conditions of the original agreement remain unchanged and in full force and effect.

Staff recommends approving the sponsorship agreement with Chattanooga Coca-Cola Bottling Company.

SS

RESOLUTION NO. 3798

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED SPONSORSHIP AGREEMENT WITH CHATTANOOGA COCA-COLA BOTTLING COMPANY FOR EXCLUSIVE BEVERAGE POURING RIGHTS AND RELATED MARKETING AND OPERATIONAL BENEFITS FOR CITY FACILITIES

WHEREAS, the City of East Ridge previously entered into a Marketing Agreement effective January 1, 2019 with Coca-Cola Bottling Company United, LLC d/b/a Chattanooga Coca-Cola Bottling Company (“Bottler”); and

WHEREAS, the parties desire to amend and restate that prior agreement in its entirety through the Amended and Restated Beverage Agreement effective February 13, 2026 (“Agreement”), which grants Bottler exclusive beverage pouring, product, vending, advertising, and marketing rights at City-owned and controlled facilities; and

WHEREAS, under the terms of the Agreement, the City of East Ridge (“Account”) will continue to receive significant financial and in-kind consideration, including—but not limited to—commissions on vending sales, rebates on product purchases, in-kind marketing support, complimentary product allotments, scoreboard marketing funds, and use of loaned dispensing and vending equipment; and

WHEREAS, the Agreement provides for the installation and continued use of vending equipment, coolers, and other beverage-dispensing equipment at no cost to the City, subject to the terms of the Equipment Placement Addendum; and

WHEREAS, Bottler will retain exclusive beverage advertising and product placement rights at all City facilities, consistent with the terms and limitations set forth in the Agreement, while permitting limited “Permitted Exceptions” for certain unbranded beverages and specific temporary products; and

WHEREAS, the City Council finds that entering into the Amended and Restated Beverage Agreement is in the best interest of the City of East Ridge, its Parks and Recreation Department, and its residents and visitors, and continues a long-standing beneficial sponsorship relationship between the City and Chattanooga Coca-Cola Bottling Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Mayor is hereby authorized to enter into the Amended and Restated Beverage Agreement with Coca-Cola Bottling Company United – Central, LLC, d/b/a Chattanooga Coca-Cola Bottling Company, as presented.

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:

Mike Williams, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

**AMENDED AND RESTATED
BEVERAGE AGREEMENT**

Parties:

BOTTLER:

Coca-Cola Bottling Company United - Central, LLC
d/b/a Chattanooga Coca-Cola Bottling Company

ACCOUNT:

City of East Ridge

This Amended and Restated Beverage Agreement (the “**Agreement**”), effective as of February 13, 2026 (the “**Effective Date**”) restates and amends, in its entirety, the Marketing Agreement effective as of January 1, 2019, by and among East Ridge Parks and Recreation on the one hand, and Coca-Cola Bottling Company United, LLC d/b/a Chattanooga Coca-Cola Bottling Company, on the other hand (the “**Prior Agreement**”). As of the Effective Date of this Agreement, the Prior Agreement, including all modifications and amendments thereto, whether in writing or otherwise, cancelled and superseded by this Agreement.

The parties hereto are entering into this Agreement because Account wishes to grant to Bottler, and Bottler wishes to obtain, the exclusive rights set forth herein. Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein and that all requirements of the applicable public procurement laws are satisfied. In consideration of the premises and the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** All defined terms used in this Agreement and not otherwise defined will have the meanings set forth below:
 - (a) “**Agreement Year**” means each twelve-month period during the Term beginning on the Effective Date (as defined in Section 2).
 - (b) “**Beverages**” means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, “flavor enhancers”, “liquid water enhancers”, and non-alcoholic beverages sold as “shots” or “supplements” are considered Beverages.
 - (c) “**Competitive Products**” means all Beverages which are not Products.
 - (d) “**Concessionaire**” or “**Concessionaires**” means any current or future third-party food or beverage service provider at the Facility that directly or indirectly relate to the sale or service of Beverages.
 - (e) “**Facility**” or “**Facilities**” means the entire premises of all locations owned or controlled by City of East Ridge including all currently existing and future buildings, and includes, without limitation, the grounds, parking lots, all vending and concession areas, sidelines, benches and locker rooms, branded and unbranded food service outlets and dining facilities. The term “**Facilities**” includes all franchised locations (whether currently existing or opened during the Term), and all food trucks operated at Facility.
 - (f) “**Products**” means Beverages (i) manufactured, distributed, or marketed by Bottler; or (ii) sold under trademarks or brand names owned or controlled by or licensed for use by Bottler.
 - (g) “**Unattended Retail Services**” means the provision and sale of Beverages, fresh brewed beverage(s), prepackaged food, snacks, and/or sundries through self-service kiosks, which permit sales directly to the consumer at the Facility without person-to-person interaction.

2. **Term.** This Agreement shall be in effect for a period beginning January 1, 2019 (the “**Effective Date**”) through February 28, 2031 (as such may be extended, the “**Term**”) but in no event shall the Term extend beyond any limitation in any applicable public bid law. If the Effective Date referenced in the foregoing sentence is blank, such term shall mean the last signature date of this Agreement.

3. **Advertising Rights.**

- (a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facility and (ii) in connection with the Facility. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facility.
- (b) Bottler will have the exclusive right to advertise the Products as the “official” or “exclusive” soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facility.
- (c) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facility (“**Account Marks**”) in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, print, social media and/or other electronic means), packaging, vessels, promotional materials, and point of sale materials for Products and may be in connection with the marks and logos of Bottler’s other accounts.
- (d) Bottler shall have the right to place advertising materials in mutually agreed locations at the Facilities. Account agrees that Bottler’s advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facility and all equipment dispensing Products shall be prominently identified with the trademarks/logos corresponding to such Products.
- (e) Account further agrees that only Products will be dispensed in Bottler’s equipment and that no other trademarked Beverage-dispensing equipment, coolers or containers will be permitted at the Facilities. Provided, however, nothing herein is intended to prohibit any visitor, guest, or attendee at the Facilities from bringing their personal coolers and containers bearing the trademarks of Competitive Products into the Facilities.
- (f) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facility, or any of the Account Marks in any advertising or promotional activity of any kind.

4. **Product Rights.**

- (a) Except as permitted in Section 4(d) below, the only Beverages (including, but not limited to, in post-mix, bottle/can, and vending) that will be sold, distributed, dispensed, sampled, or served at the Facility at any time or at any event during the Term will be Bottler’s Products. Account and/or its Concessionaires shall purchase all Beverages (and cups, lids and carbon dioxide, if applicable) directly from Bottler. Except with respect to Permitted Exceptions, no Competitive Products may be sold, dispensed, sampled, served, or otherwise made available anywhere at the Facility. Account agrees not to sell or distribute, directly or indirectly, any Products purchased hereunder outside of the Facility. Products offered in cups shall be offered in Approved Cups.
- (b) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facility and exclusive rights to provide Unattended Retail Services at the Facility.
- (c) Nothing in this Section 4 is intended to restrict any visitor, guest, or attendee of the Facility from bringing Competitive Product for their personal consumption. However, such Competitive Products may not be sold or distributed to the general public.
- (d) **Permitted Exceptions:**
 - i. Bottler’s Products will be the only Beverages sold, served, distributed, sampled, or otherwise made available at the Facilities, provided however Account may, on a non-exclusive basis, serve, sell or dispense the following

Competitive Products (“**Permitted Exceptions**”) at the Facilities, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Bottler’s Equipment:

- Unbranded fresh milk;
- Unbranded fresh brewed coffee;
- Unbranded hot tea freshly brewed on premise;
- Unbranded milkshakes and smoothies made on the premises from fresh ingredients;
- Food trucks selling ICEES or Slush Puppies, shaved-ice, snow cones, or freshly squeezed fruit/vegetable smoothy type beverages.

- ii. Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
- iii. Account may display generic names of unbranded Permitted Exceptions, and the trademarks of any branded Permitted Exceptions, on menus, menuboards, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled at the Facilities, or otherwise in connection with Account, the Facilities or the Account Marks. No Permitted Exception trademark shall appear on any Beverage vessel, or on any licensed merchandise, sold or distributed at the Facilities or any event.

5. **Consideration.** In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to provide Account with the specific items set forth in **Exhibit A** (collectively “**Consideration**”). If Bottler has agreed to make any payments for rebates, commissions, or other consideration, Bottler is not obligated to make such payments until the balance due to Account is at least \$50. After the balance due reaches \$50, the payment will be made on the next regularly scheduled payment date. Bottler may adjust the frequency of such payments if \$50 or more is not earned in any payment period.

6. **Pricing.** Account shall be entitled to purchase bottled/can Products (and cups, lids and carbon dioxide, if applicable) at Bottler’s then current trade prices. Such prices shall remain in effect until December 31, 2026. Thereafter, prices are subject to change each Agreement Year. Price increases generally occur automatically on January 1st of each Agreement Year. However, in the event of an increase in a component of Bottler’s cost of goods, manufacture or delivery, or increases in taxes, deposits or other government related fees, Bottler may further increase prices to cover such increased costs at other times during the Agreement Year; in which case Bottler will provide thirty (30) days’ written notice to Account prior to such price changes taking effect.

7. **Equipment.** During the Term, Bottler will loan to Account, subject to the terms of Bottler’s Equipment Placement Addendum (“**EPA**”) attached hereto as **Exhibit B**, at no cost, the Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Products at the Facility (“**Equipment**”). Account agrees that Bottler shall have the right to place a quantity of Beverage vending machines, coolers or other Equipment, determined by Bottler in its discretion, in mutually agreed upon locations at the Facility. Upon thirty (30) days’ notice from Bottler, Bottler shall have the right to remove any Equipment, in its discretion, and Account shall provide immediate physical access to Bottler for the removal of such Equipment. The Equipment will not include Freestyle equipment. Account hereby agrees to the terms of the EPA set forth in **Exhibit B**.

8. **Concessionaire.** In the event Account employs a Concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for Beverages (and cups, lids and carbon dioxide, if applicable). Such purchases will be made at prices and on terms set forth in Bottler’s existing agreement with Concessionaire, if any. If no agreement exists between Concessionaire and Bottler, such purchases will be made at prices and on terms set forth in this Agreement. Account acknowledges that there will be no duplication of allowances, funding or any other benefits (including, but not limited to, pricing, marketing fees, commissions, and/or rebates) from Bottler to Account or Concessionaire under this Agreement or Bottler’s existing agreement with Concessionaire, if any. If Bottler is required to pay the Concessionaire funding or to provide Products pursuant to prices under a separate agreement with the Concessionaire, then Account agrees that Bottler may deduct such duplicate funding and lost margin on such lower

cost Products paid or sold to Concessionaire from any payment made by Bottler to Account. In the event of a default in any of Concessionaire's obligations owing to Bottler, Account will use commercially reasonable efforts to cause Concessionaire to cure such default.

- 9. Termination.** If any of the following events occur during the Term of this Agreement, a party may (in addition to any other remedies available) terminate this Agreement immediately upon notice to the other party: (a) the other party breaches any of its obligations set forth in this Agreement and fails to cure such breach within 30 days' written notice thereof; (b) any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages; (c) the other party files a petition under any bankruptcy law or becomes insolvent or makes any general assignment for benefit of creditors; or (d) a party's full right and authority to enter into this Agreement and to grant and convey to the other party the rights set forth herein has expired or been revoked. In the event of any termination of this Agreement, Account shall (i) provide immediate physical access to Bottler for the removal of any Equipment and Scoreboards, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of any Consideration (including the Scoreboard Funding, if applicable).
- 10. Right to Off-Set and Withhold.** In the event Account or Concessionaire fails to pay Bottler any invoice due for Products received, transshipment charges or upon any other basis, Bottler shall have the right to deduct the amount of such unpaid invoice, transshipment charge or other charge from any Consideration otherwise due from Bottler to Account. Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties. Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by Account.
- 11. Adjustment.** If (i) any of the rights granted to Bottler herein are materially restricted or limited during the Term, including as a result of a Force Majeure Event (as defined in Section 13), or (ii) if any material component of the Facility is closed, or substantially closed, to customers for a period of thirty (30) consecutive days, or (iii) if the volume of Products sold to the Account decreases for any reason in any Agreement Year by twenty percent (20%) or more over the prior Agreement Year, then in addition to any other remedies available to Bottler, Bottler may elect to adjust any Consideration to fairly reflect the decreased value of rights granted to Bottler hereunder (and Account will pay to Bottler a refund of any prepaid amounts in excess of such reduced Consideration and a pro rata refund of the costs of refurbishing and installing the Equipment).
- 12. Notices.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the addresses on the signature page (as such addresses may be updated from time to time by written notice).
- 13. Force Majeure.** The failure of a party to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, hurricane, tornado, epidemic, act of terror or public enemies, action of federal, state or local governmental authorities, or for any reason beyond the reasonable control of such party ("**Force Majeure Event**"), will not be deemed a breach of this Agreement. Such party will resume full performance of and compliance with the terms and conditions hereof promptly upon removal of any such Force Majeure Event.
- 14. Claims.** In no event will Bottler accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other Consideration provided under this Agreement ("**Claims**") more than one hundred twenty (120) days from the date of invoice, commission report, payment or other applicable documentation. In order to submit a Claim, Account shall provide Bottler a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a true copy of the original invoice, commission report, payment receipt or other applicable documentation. Bottler will review each Claim in good faith and provide responses to each Claim submitted in accordance with this Section. Bottler will work directly with the Account to resolve any Claims or audit issues but will not interact with third-party auditors or contractors. Any audits

requested by Account shall take place during normal business hours and shall be conducted at Bottler's place of business.

15. **Complete Agreement.** This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral. In the event of a conflict between the provisions of this Agreement and a provision in any other document including any "click through" or other online terms and conditions referenced in any such documents or in a website (collectively, "Supplemental Terms"), the provisions of this Agreement shall control. No Supplemental Terms shall modify, amend or supplement the terms of this Agreement, even if such Supplemental Terms are accepted or acknowledged by a party after the execution of this Agreement.
16. **Confidentiality.** During the Term, and for a one (1) year period thereafter, the parties shall keep the terms of this Agreement confidential, subject to applicable laws.
17. **Method of Payment.** All payments to and from Bottler under this Agreement will be made by ACH or other mutually agreed electronic payment method.
18. **Miscellaneous.** Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without reference to its conflict of law rules. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement. Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company. **EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.** Account may not assign this Agreement without the prior written consent of the Bottler. All amendments to or waivers of this Agreement must be in writing signed by all the parties. Bottler's delay or failure to exercise any of its rights hereunder will not operate as a waiver thereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BOTTLER

Signature: _____

Printed Name: Clayton McMasters

Title: Tennessee Valley Division – On Premise
Business Development Manager

Date: _____

ACCOUNT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature: _____

Printed Name: Jeff West

Title: Tennessee Valley Division – On Premise Sales
Manager

Date: _____

NOTICE ADDRESS:

If to Bottler:

Coca-Cola Bottling Company United – Central, LLC
d/b/a Chattanooga Coca-Cola Bottling Company
2111 W. Shepherd Road
Chattanooga, TN 37421

With a copy to:

Coca-Cola Bottling Company United, Inc.
4600 East Lake Boulevard
Birmingham, AL 35217
Attn: General Counsel

NOTICE ADDRESS:

If to Account:

City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412

Exhibits Attached:

- Exhibit A – Consideration
- Exhibit B – Equipment Placement Addendum

EXHIBIT A
CONSIDERATION

1. **Upfront Marketing Fee.** In 2019, Bottler paid to pay Account a one-time Upfront Marketing Fee in the amount of Fifteen Thousand Dollars (\$15,000) (the “**Upfront Marketing Fee**”). The Upfront Marketing Fee shall be deemed earned pro rata on a daily basis over the entire Term.
2. **Commissions.** Bottler agrees to pay Account a monthly commission of thirty percent (30%) on all Products sold through Bottler’s full-service vending. All taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating commissions. Commissions shall not be payable on any sales from vending machines not filled and serviced exclusively by Bottler. Bottler may adjust the vend prices and/or commission rates to recover its costs, including cost of goods, to implement cash discounts, or as it otherwise deems necessary or desirable, in its sole discretion. Commissions will be paid each month following the month in which they are earned, with an accounting of all sales and monies in a form reasonably satisfactory to the Account and shall become immediate property of Account.
3. **Rebates.** Bottler agrees to pay Account rebates in the amount of One Dollar (\$1.00) for each converted case of Product purchased and paid for by Account for sale at the Facility (the “**Rebates**”). The Rebates shall be paid quarterly, in arrears, within sixty (60) days after the end of each applicable period in which the Rebates were earned and will be based on Bottler’s case sales records. Rebates shall not be earned on sales of Products through Bottler’s full-service vending machines. As used herein, a “converted case” is measured by 24-count. Regardless of the case configurations in which Products are sold, they are translated to the converted case equivalent for purposes of calculating Rebates.
4. **Scoreboard Marketing Funds.** Bottler agrees to provide Account with scoreboard funding on the terms and conditions set forth herein.
 - (a) Bottler owns the existing thirteen (13) baseball scoreboards at the Facility (the “**Existing Scoreboards**”).
 - (b) Bottler shall pay the cost of purchasing one (1) basketball scoreboard(s) (the “**New Scoreboard**”, collectively with the Existing Scoreboards, the “**Scoreboard(s)**”), up to Six Thousand Dollars (\$6,000) (“**Scoreboard Marketing Funds**”). The Scoreboard(s) shall be installed by Account at the Facility locations specified by Account in accordance with applicable building and electrical codes. **THE PROVISION OF THE SCOREBOARD(S) IS ON AN “AS IS” BASIS. BOTTLER HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR INTENDED USE, AND BOTTLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.**
 - (c) Exclusive and continuous advertising rights during the Term are a material inducement to Bottler to provide the Scoreboard Marketing Funds. Therefore, throughout the Term, Bottler shall be entitled to premiere and exclusive Beverage advertising rights on the Scoreboard(s), and Account will not grant advertising rights on the Scoreboard with respect to any Competitive Products.
 - (d) Throughout the Term, Account shall operate and maintain the Scoreboard(s) in good condition and repair at Account’s expense and allow access by Bottler’s personnel to change the promotional message on the Scoreboard(s), such changes to be in Bottler’s sole discretion and at Bottler’s expense and subject to Account approval of content, not to be unreasonably withheld.
 - (e) Account shall pay all costs associated with its ownership and operation of the Scoreboard(s). If the Scoreboard is materially damaged or otherwise inoperable and not fully repaired or replaced during the Term, Account shall pay to Bottler a full refund of the Scoreboard Marketing Funds for recovering of unrealized marketing value.
 - (f) Bottler’s financial contribution toward the purchase of the Scoreboard(s) shall not impose any liability on Bottler for any claims, damages, or rights of action that may be asserted at any time due to Account’s ownership, possession, or use of the Scoreboard(s) purchased with these Scoreboard Marketing Funds.

- (g) Account's failure to maintain insurance sufficient to cover the replacement cost of the New Scoreboard(s) shall not relieve the Account or Account of its obligation to repair or replace any damaged New Scoreboard, and to provide Bottler the Scoreboard advertising.
- (h) For the duration of the Term, Account grants a first priority security interest in the Scoreboard(s) to Bottler to secure the Account's performance of its obligations hereunder, including the potential repayment of the Scoreboard Marketing Funds, in addition to all other rights which Bottler may have by law. Account authorizes Bottler to file any financing statement describing the Scoreboard(s) in any location deemed necessary and appropriate by Bottler to perfect its security interest. Account shall not transfer, assign, or sell the Scoreboard(s) during the Term without Bottler's prior written consent, and any attempt to do so without Bottler's prior written consent shall be void.
- (i) If this Agreement is terminated for any reason prior to the expiration date of the Term, or if the Scoreboard is damaged and not fully repaired or replaced, the parties agree that Bottler will suffer Account shall pay to Bottler a full refund the Scoreboard Marketing Funds.
- (j) The New Scoreboard(s) shall be the property of the Account. During the Term and upon expiration or termination of this Agreement, Account shall retain ownership of the New Scoreboard(s). Account shall pay all taxes, permit and license fees associated with the installation, use and ownership of the Scoreboard(s). Account shall not sell or otherwise convey the Scoreboard during the Term without Bottler's prior written consent.
- (k) The Existing Scoreboard(s) shall be the property of the Bottler during the Term. Upon expiration of this Agreement, Bottler shall convey Existing Scoreboard ownership to the Account. However, if this Agreement is terminated for any reason prior to December 31, 2031, Account will provide Bottler immediate physical access for the removal of the Existing Scoreboards. Existing Scoreboards are not earned pro-rata over the Term, and Account will have no right, interest, or title in or to the Existing Scoreboards until completion of the full Term of this Agreement on December 31, 2031.
- (l) In consideration of the Scoreboard Marketing Funds, Account hereby grants to Bottler an option to purchase the Scoreboard(s) for a total purchase price of Ten Dollars (\$10.00) (the "**Purchase Option**"). Bottler may exercise the Purchase Option by delivering written notice thereof to Account at any time in the event of (i) Account's failure to buy all of its requirements for Beverages from Bottler or (ii) any attempted transfer, assignment, or sale of the Scoreboard(s) without Bottler's prior written consent. The Purchase Option granted by this paragraph shall survive any expiration or termination of the Agreement.
5. **In-kind Marketing Support.** Each Agreement Year, Bottler agrees to make available to Account in-kind marketing support for mutually agreed marketing activities, such as menu boards, banners or other items on an as-needed basis at Bottler's discretion ("**In-kind Marketing Support**"). Account understands and acknowledges that it will not receive cash in lieu of In-kind Marketing Support.
6. **Complimentary Product.** Each Agreement Year, Bottler shall make available to Account up to fifty (50) standard physical cases of complimentary Products consisting of 12oz cans and/or .5L Dasani water for tournament hospitality and community events with an aggregate estimated retail value of Seven Hundred Fifty Dollars (\$750), as determined in good faith by Bottler. Such complimentary Products will be provided to Account upon reasonable advance request. Account must request all available complimentary Products during the course of each Agreement Year. If Account does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by Account and retained by Bottler with no further obligation. Complimentary Products are not to be resold. Account understands and acknowledges that it will not receive cash in lieu of Complimentary Product.
7. **Fundraisers.** Account may participate in Coca-Cola truckload fundraiser sales each Agreement Year. Account's participation in any truckload fundraiser sales shall be subject to the terms and conditions set forth in **Exhibit C** hereto.

EXHIBIT B
EQUIPMENT PLACEMENT ADDENDUM

During the Term of the Agreement, Bottler may provide to Account Equipment (as defined below), subject to the terms of this Equipment Placement Addendum (“EPA”). The terms of this EPA shall apply to each piece of Equipment commencing on its date of installation at any Account Location (“Commencement Date”). THE TERMS OF THIS EPA WILL CONTINUE IN EFFECT WITH RESPECT TO EACH PIECE OF EQUIPMENT UNTIL THE EQUIPMENT HAS BEEN RETURNED TO BOTTLER AND WILL SURVIVE THE EXPIRATION OR TERMINATION OF ANY AGREEMENT INTO WHICH THIS EXHIBIT IS INCORPORATED. Any term capitalized, and not otherwise defined herein, shall have the meaning given in the Agreement.

1. **Installation and Use Restrictions.** Bottler may, from time to time, deliver and install **Equipment** (which term encompasses all equipment provided by Bottler at any time, including, without limitation, vending machines, coolers, fountain equipment, racks and/or any replacement parts, replacements, additions or accessories) reasonably required and as mutually agreed upon to dispense the Bottler’s Products. Account shall use the Equipment only at the particular location to which such Equipment is actually delivered unless otherwise agreed by Bottler. At all times during the term of this Agreement, Account shall maintain records of the location of all Equipment and promptly provide copies of such records to Bottler upon request. The Agreement and this EPA, in addition to any additional documents and/or records by and/or between the parties describing the Equipment and the location(s) where such Equipment is placed, shall be maintained by Bottler and shall constitute the official book of record pertaining to the Equipment. Account hereby agrees that: (i) no logo, trademark, advertisement, or other indication of Bottler’s ownership of the Equipment shall be obstructed, defaced, or removed, and no other logo, trademark, or advertisement shall be attached to the Equipment; (ii) the Equipment shall not be obstructed, moved, or removed without the prior written consent of Bottler; (iii) the Equipment shall not be sold, reassigned, loaned, leased, or rented to any other party except as authorized by Bottler; in which case, Account shall remain fully responsible for the Equipment as per the terms of this Agreement; (iv) no racks, merchandise, or any other objects shall be placed on top of or attached to the Equipment unless expressly authorized by Bottler; and (v) Account will not attach the Equipment, or allow the Equipment to be attached, in such a manner as to become part of the realty as a fixture or otherwise, and that the Equipment will be maintained so that it may be easily removed without damage to buildings or realty.
2. **Operation.** In consideration of the provision of the Equipment by the Bottler to Account pursuant to the Agreement, Account agrees to purchase from Bottler and store in, or sell through, the Equipment only products supplied by Bottler or an authorized Bottler-approved distributor. In Bottler’s sole discretion, a review of Account’s product purchase volume and Equipment usage may justify ongoing Equipment placement or Equipment removal. Removal of any piece of Equipment will not affect the term of any agreement between the parties, and this EPA shall survive with respect to any Equipment remaining in Account’s possession.
 - a. If Bottler is providing full-service vending, Account agrees to permit Bottler to place the vending Equipment on Account’s premises. Bottler shall stock such vending Equipment and shall collect all vending proceeds from the sale of beverages. If Bottler has agreed to pay Account a commission on sales through the Equipment, all taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any, may be deducted from funds collected before calculating any commissions due to Account.
 - b. Bottler hereby loans the Equipment to Account; however, during the term of this Agreement, Bottler reserves the right, upon prior notice to Account, to lease or rent the Equipment to the Account and, upon commencement of the lease or rental program, Account agrees to pay a monthly rental/lease amount. Bottler may change the rental/lease rate charged under this Agreement by sending notice of such change to Account at its present address. Account may terminate this Agreement as set forth herein if it objects to such change.
 - c. If the Equipment includes a fountain beverage dispenser, Account agrees to permit Bottler to install the fountain Equipment on Account’s premises. Account agrees such fountain Equipment will be used only for the purpose of dispensing fountain beverage products of The Coca-Cola Company (“**Company**”), such as Coca-Cola® classic (or Coke®), diet Coke® and Sprite®, and other fountain products distributed by Bottler with the understanding that no product of PepsiCo, Inc. or of an affiliate thereof may be dispensed. Account further agrees not to dispense any product whose pungency could affect the normal taste or quality of the Company’s fountain beverage products.
3. **Ownership.** Bottler is and, at all times, shall remain, the exclusive owner of the Equipment. Account shall protect Bottler’s title and keep the Equipment free from all claims, liens, and encumbrances arising from the actions or inactions of Account. Account’s obligation under this paragraph remains until such time as Bottler or Bottler’s designee picks up the Equipment. Account authorizes Bottler to execute and file any additional instruments in all jurisdictions where it deems it necessary to perfect and maintain Bottler’s interest in the Equipment. Bottler shall have the right, during Account’s regular business hours, to inspect the Equipment at Account’s premises or wherever the Equipment may be located and to review all records that reasonably relate to the Equipment upon reasonable notice to Account. Account shall promptly notify Bottler of all details arising out of any alleged encumbrances thereon or any accident allegedly resulting from the use or operation thereof.
4. **Service and Repair.** Account shall take reasonable care of the Equipment. Bottler agrees to provide reasonable service and repair for the Equipment during the term hereof. Account shall allow Bottler to enter its premises for the purpose of inspection or performance of such service and repair, or necessary replacement or return or removal of the Equipment. In the event additional service and repair is requested by Account or reasonably necessary as a result of Account’s negligence or willful misconduct, Bottler may bill Account its standard rate per

service call. All service and repair calls must be exclusively handled or authorized by Bottler. Account's sole recourse against Bottler with respect to service and repair provided by Bottler or its agents to the Equipment is that Bottler will correct any defective workmanship at no additional charge to Account, provided that Bottler is given prompt notification of any defective workmanship. Account shall promptly notify Bottler of any Equipment malfunction and take reasonable steps to mitigate any risk of injury to person or property arising from such malfunction. For example, if a piece of Equipment is not cooling properly, Account will unplug that piece of Equipment until it is repaired or replaced by Bottler.

5. Disclaimer of Warranties; Liability and Costs. Account acknowledges that Bottler is not the manufacturer of the Equipment. BOTTLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES AS TO THE FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, CONSTRUCTION, CONDITION, SPECIFICATIONS, OR PERFORMANCE OF THE EQUIPMENT. Account accepts no warranties and expressly waives any implied warranties as to the fitness for a particular purpose, merchantability, design, construction, condition, specification, or performance of the Equipment. Except to the extent attributable to the gross negligence or willful misconduct of Bottler, Account hereby assumes liability for any and all damage to (normal wear and tear excepted), or loss of, the Equipment from the time the Equipment is delivered to Account until returned to or removed and accepted by Bottler. Account assumes responsibility to report any damage to, or loss of, Equipment to Bottler immediately. To the extent any payment is due from Bottler to Account under the Agreement or otherwise, Bottler may deduct from such payment the cost of repair or replacement of Equipment due to damages for which Account is responsible hereunder. All taxes, licenses, charges, or other fees which may be imposed on Account's sales of products through the Equipment or in connection with this Agreement by any taxing authority, shall be borne by Account.
6. Exculpation. **ACCOUNT ACKNOWLEDGES THAT INSTALLATION, USE, OR OPERATION OF EQUIPMENT CARRIES INHERENT RISKS INCLUDING BUT NOT LIMITED TO FLOODING AND DAMAGE TO FIXTURES AND OTHER PROPERTY.** Bottler shall not be liable to Account for any claims based on or arising out of injury to person or property in any way relating to the installation, use, repair, or operation of the Equipment, except such claims as might arise solely out of Bottler's gross negligence or willful misconduct. In no event and under no circumstances shall Bottler be liable to Account for any claims based upon or arising out of lost profits or prospective profits, loss of product, or consequential, special or incidental damages in any way relating to the installation, use, repair, or operation of the Equipment. Account represents and warrants that plumbing and electrical service on the property is proper and adequate for the installation and use of the Equipment, and Account will not use extension cords or other electrical connections not expressly approved by Bottler. Notwithstanding anything herein to the contrary, the provisions of this section will survive termination of the Agreement.
7. Termination or Expiration. Upon termination or expiration of the Agreement, Account shall promptly return all Equipment to Bottler.
8. Remedies. In the event of Account's breach of this EPA, Bottler shall have the immediate right to exercise any one or more of the following remedies: (w) to terminate the Agreement; (x) to declare the entire amount of any rent immediately due and payable, without notice to or demand of Account; (y) to take possession of any or all of the Equipment without demand or notice wherever the same may be located, without any court order or other process of law; or (z) to pursue any other remedy at law or in equity. If the Equipment is not made accessible by Account, then Account shall pay all costs and expenses relating to the removal of the Equipment, including reasonable attorneys' fees incurred by Bottler in enforcing its rights hereunder by litigation or otherwise. If this EPA is terminated with respect to any piece of Equipment for any reason prior to one year from the commencement date hereof, then Account shall pay Bottler all costs and expenses for installation, removal and refurbishment of the Equipment. All rights and remedies provided herein may be exercised exclusively, concurrently, or cumulatively with any other right or remedy hereunder, or as otherwise provided by law.
9. Casters (if applicable). If Account requests, at any time during the term of the Agreement, that Bottler provide the Equipment equipped with casters, the following provisions shall apply. Account represents and warrants that the Equipment is required by a governmental authority pursuant to applicable health, safety, sanitary or other applicable codes or ordinances, or the Account desires the Equipment to be equipped with casters to permit the efficient and thorough cleaning of the Equipment and surrounding areas. Account recognizes and acknowledges that the casters provided on the Equipment are not designed or intended to allow for the movement of the Equipment beyond the minimal distances required for cleaning of the immediate area and are not designed for movement from room to room or other similar distances. Account agrees that it shall not, and shall not permit its employees, agents, or subcontractors to use the casters to move the Equipment beyond the short distances necessary to adequately clean and maintain the Equipment and immediately surrounding areas. Account agrees not to otherwise move or displace the Equipment from the area in which it was placed by Bottler. Any violation of this section by Account shall constitute a breach of this EPA.
10. Miscellaneous. To the extent that any of the terms of this EPA conflict with the terms set forth in any other agreement between the parties (and the effect of such conflict diminishes the rights of Bottler under this EPA), the terms of this EPA will control; provided further that removal of any Equipment will not affect the terms of any other agreement between the parties.

EXHIBIT C
FUNDRAISER TERMS AND CONDITIONS

During the Term of this Agreement, Account may have the opportunity to conduct truckload fundraiser sales (each, a “**Fundraiser**”) from time to time in which Account will promote the sale of Bottler’s Products to interested groups and individuals that may order Products for in-person delivery. The pricing and selection of Products, location, and date of each Fundraiser shall be mutually agreed upon by Account and Bottler. These terms and conditions shall apply to any and all Fundraisers conducted by Account.

All proceeds from Fundraiser sales shall be remitted to Bottler. Bottler shall apply the proceeds to satisfy in full all (i) Bottler’s costs for the Products delivered through the Fundraiser, (ii) applicable sales taxes, and (iii) Bottler’s administrative costs associated with the Fundraiser (collectively, “**Fundraiser Costs**”). In the event of any chargebacks, refunds, or cancellations, the amount of the reversed charge and any resulting payment network fees incurred by Bottler shall be deducted from the Fundraiser proceeds. If the Fundraiser proceeds collected are insufficient to satisfy the Fundraiser Costs, Account agrees to pay the deficiency amount to Bottler.

For each Fundraiser, Bottler’s administrative costs are generally estimated to include (a) 4% of gross proceeds for payment card and gateway fees (plus actual fee amounts for any cancelled orders), and (b) a flat fee of \$0.50 per order for use of the Fundraiser’s e-commerce website. Account may obtain the specific administrative cost estimates for its Fundraiser from Bottler.

After satisfying the Fundraiser Costs, Bottler will remit all remaining proceeds from the Fundraiser to Account (“**Proceeds**”). Should any chargebacks, refunds, or cancellations occur after Bottler has delivered the Proceeds to Account, Account agrees to pay Bottler the amount of the reversed charge and any resulting payment network fees incurred by Bottler.

Unless otherwise agreed in writing by both parties, Account authorizes and directs Bottler to make the Proceeds payable to the Account’s name set forth in the Agreement and to deliver the Proceeds to Account. Account releases and forever discharges the Indemnified Parties (defined below) from any and all claims arising from the Proceed recipient’s use, misuse, or possession of the Proceeds. Bottler shall not be liable to Account for any claims based upon or arising out of lost profits or prospective profits, loss of Products, or consequential, special, or incidental damages in any way relating to a Fundraiser.

RESOLUTION NO. 3799

AGENDA MEMORANDUM

**Hamilton County Government
Community Development Block Grant – Disaster Relief (CDBG-DR)
Memorandum of Understanding**

March 12, 2026

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of Memorandum of Understanding with Hamilton County Government for CDBG-DR Funding – Camp Jordan Upgrades

The Economic & Community Development Department is requesting approval from the Mayor and Council to enter a Memorandum of Understanding (MOU) with Hamilton County Government related to the administration of Community Development Block Grant – Disaster Relief (CDBG-DR) funding for improvements at Camp Jordan.

Hamilton County has been awarded federal CDBG-DR funding through the Tennessee Department of Economic and Community Development (TNECD). Under this program, Hamilton County will serve as the Grantee, responsible for administering the grant and ensuring compliance with federal and state requirements. The City of East Ridge will serve as the Subgrantee, and owner of the project site located at Camp Jordan.

The proposed project, titled “Camp Jordan Upgrades,” will support infrastructure and facility improvements at Camp Jordan. The project is intended to strengthen the park’s resilience and support continued recreational and community use while meeting eligibility requirements under the CDBG-DR program.

Under the terms of the Memorandum of Understanding:

- Hamilton County will administer the grant and conduct procurement in accordance with applicable federal, state, and local requirements.
- The Southeast Tennessee Development District (SETDD), or another designated entity, will assist with grant administration and compliance activities.
- The City of East Ridge will retain authority over project design approval, inspection and oversight, and approval of construction payment applications.

- All grant funds will flow through Hamilton County, which will request reimbursement from the State of Tennessee for eligible project costs associated with the Camp Jordan Upgrades project.

The parties will work cooperatively during the procurement process to ensure the project scope remains within the grant funding available. If project costs exceed available funding, the parties may modify the project scope or establish a separate agreement addressing any additional costs.

Staff recommends approval of the Memorandum of Understanding with Hamilton County Government to allow the City of East Ridge to participate in the CDBG-DR program and proceed with the Camp Jordan Upgrades project.

Staff further recommend authorization for the Interim City Manager or designee to execute the Memorandum of Understanding and all related documents.

RESOLUTION NO. 3799

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING WITH HAMILTON COUNTY GOVERNMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RELIEF FUNDING RELATED TO THE CAMP JORDAN UPGRADES PROJECT

WHEREAS, Hamilton County Government has been awarded Community Development Block Grant – Disaster Relief (CDBG-DR) funds through the Tennessee Department of Economic and Community Development (TNECD) for eligible disaster-related projects; and

WHEREAS, Hamilton County will serve as the Grantee, responsible for administering the CDBG-DR grant, conducting procurement, and ensuring full compliance with all applicable federal, state, and local requirements; and

WHEREAS, the City of East Ridge will serve as the Subgrantee and owner of the Camp Jordan project site and will retain authority over project design approval, inspection and oversight, and approval of construction payment applications; and

WHEREAS, under the terms of the Memorandum of Understanding, the Southeast Tennessee Development District (SETDD), or another designated entity, will assist Hamilton County with grant administration and compliance; and

WHEREAS, all grant funds will flow through Hamilton County as the Grantee, which will request reimbursement from the State for eligible project costs associated with the Camp Jordan Upgrades project; and

WHEREAS, the Memorandum of Understanding sets forth the responsibilities of both Parties regarding grant administration, procurement, design oversight, reimbursement procedures, regulatory compliance, and project delivery; and

WHEREAS, staff recommends approval of the Memorandum of Understanding and authorization for the Interim City Manager or designee to execute the MOU and any related documents necessary to advance the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Interim City Manager or his designee is authorized to execute the MOU and all related documents, and to take any actions necessary to fulfill the City's responsibilities under the 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:

Mike Williams, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

MEMORANDUM OF UNDERSTANDING

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – DISASTER RELIEF (CDBG-DR) PROJECT

This Memorandum of Understanding (this "MOU") is made and entered into as of the ___ day of _____, 2026, by and between Hamilton County Government, hereinafter referred to as the "Grantee," and the City of East Ridge, hereinafter referred to as the "Subgrantee" and together with Grantee the "Parties."

WITNESSETH:

WHEREAS, Subgrantee has commenced or will commence implementation of a project titled "Camp Jordan Upgrades," designed to support community development, public services, infrastructure improvements, or other eligible activities in accordance with the Community Development Block Grant – Disaster Relief (CDBG-DR) program (the "Project"), titled "Camp Jordan Upgrades"; and

WHEREAS, on or about the date of execution of this MOU, the Grantee and the State of Tennessee, Department of Economic and Community Development (the "State"), have entered or will enter into a grant agreement (the "Grant Contract") pursuant to the Community Development Block Grant program for the Project; and

WHEREAS, the parties desire to enter into an agreement that defines their respective responsibilities related to the administration, implementation, and compliance requirements of the Project;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

TERMS AND CONDITIONS

Grant Administration

The Grantee shall utilize the Southeast Tennessee Development District or another designated entity to administer the Grant in support of the implementation and completion of the Project.

Grant Funds and Records

The Grantee shall request grant funds from the State for payment or reimbursement of eligible Project costs in accordance with the Grant Contract. The Grantee shall maintain all records required by the State and shall make such records available to authorized representatives of the State upon request. The Subgrantee shall maintain and provide to the Grantee all records relating to the Project and Project costs as reasonably requested.

Coordination and Compliance

The Grantee shall take reasonable steps to cooperate with the Subgrantee in administering the Grant and shall coordinate with the Subgrantee to facilitate compliance with all applicable State and federal requirements related to the Grant.

Limitation of Grantee Obligation

Notwithstanding anything in this MOU to the contrary, any obligation of the Grantee to the Subgrantee under this Agreement shall be strictly limited to grant funds received from the State and available for payment of such obligations. All obligations shall otherwise be non-recourse to the Grantee.

Project Costs and Payment Responsibilities

The Parties acknowledge that the Project is expected to be fully funded through grant funds made available under the Grant Contract. Following execution of this MOU, the Grantee shall initiate procurement for the Project in accordance with applicable federal, State, and local requirements. The Parties agree to work cooperatively and in good faith during the procurement process to structure the solicitation and resulting contract in a manner intended to ensure that the total Project cost does not exceed the amount of grant funds available for the Project. To the extent the resulting contract exceeds the amount of grant funds available for the Project, the Parties agree to collaboratively work to undertake modifications of the Project to either (1) structure a written agreement relative to the payment obligations between the Parties regarding any excess Project amount or (2) modify the Project in order to bring the total Project cost to an amount equal to the grant funds available for the Project. With respect to processing payment, tThe Grantee shall be responsible for payment of all reasonable and necessary Project costs incurred in connection with the Project, including but not limited to consulting costs, engineering costs, design costs, site development costs, construction costs, and other development-related expenses, provided such costs are incurred pursuant to procurement actions undertaken or approved by the Grantee in accordance with applicable federal, State, and local requirements.

The Grantee shall submit requests for payment or reimbursement of eligible Project costs to the State in accordance with the Grant Contract and shall use commercially reasonable efforts to obtain reimbursement for such costs.

~~In the event any Project cost is determined by the State to be ineligible for reimbursement, the Subgrantee shall be responsible only for those costs that are finally determined by the State to be ineligible due to the Subgrantee's material failure to comply with applicable grant requirements or this MOU.~~

~~The Subgrantee shall not be responsible for Project costs that are unpaid or unreimbursed due to (i) actions or omissions of the Grantee or (ii) procurement, administrative, or compliance decisions made by or under the control of the Grantee.~~

Subgrantee Responsibility and Indemnification

To the fullest extent permitted by applicable Tennessee law, the Subgrantee shall indemnify, defend, and hold harmless Hamilton County, Tennessee (the “Grantee”), and its officers, officials, employees, and agents, from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to (i) the Project, (ii) the Subgrantee’s performance or nonperformance under this Agreement, or (iii) the acts or omissions of the Subgrantee, its officers, employees, agents, contractors, or invitees, except to the extent such claims, losses, or costs arise from the procurement actions, grant administration decisions, or acts or omissions of the Grantee or its agents, or are caused by the sole negligence of the Grantee (or its officers, officials, employees, or agents) acting within the scope of their duties.

Nothing in this Agreement shall be construed as a waiver of any governmental or sovereign immunity or any limitation of liability available to either party, their officers, officials, employees, or agents under the Tennessee Governmental Tort Liability Act or other applicable law, and any waiver of immunity or liability limits shall be effective only to the extent expressly provided by a policy or contract of insurance as authorized by Tennessee law.

Project Standards

The Subgrantee shall ensure that the Project is carried out in accordance with applicable industry standards and all relevant laws, rules, and regulations.

Project Ownership, Procurement, and Approval Authority

The Subgrantee, City of East Ridge, is the owner of the Project site located at Camp Jordan. Notwithstanding site ownership, the Grantee, Hamilton County Government, shall be responsible for all procurement actions related to the Project in accordance with applicable federal, State, and local procurement requirements, and all grant funds shall pass through Hamilton County Government as the Grantee.

The Subgrantee shall retain authority and final approval over project design, review and approval of construction payment applications, and all inspection, monitoring, and oversight activities associated with the Project.

Regulatory Compliance

To remain eligible for reimbursement under the Grant, the Subgrantee agrees to comply with all applicable federal, State, and local laws, regulations, and conditions governing the CDBG-DR program and the Project.

Termination

Either party may terminate this MOU at any time, with or without cause, or convenience, upon fourteen (14) days written notice provided to the other party. All obligations incurred prior to termination shall survive and remain enforceable.

Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Tennessee, and venue for any litigation shall lie exclusively in the courts of the State of Tennessee.

Counterparts

This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF,

The parties have executed this Memorandum of Understanding as of the day and year first written above.

[GRANTEE] – Hamilton County Government

By: _____

Name: _____

Title: _____

[SUBGRANTEE] – City of East Ridge

By: _____

Name: _____

Title: _____

RESOLUTION NO. 3800

AGENDA MEMORANDUM

Springvale Park Redevelopment Project

**Phase 1 Engineering Design
Authorization to Approve Professional Services Agreement**

March 12, 2026

Submitted by:

Cameron McAllister

Administrator of Economic & Community Development

SUBJECT: Authorization to approve a professional services agreement with Asa Engineering & Consulting, Inc. for civil engineering and design services related to Phase 1 of the Springvale Park Redevelopment Project

City Administration respectfully requests authorization from the Mayor and City Council to enter into a professional services agreement with Asa Engineering & Consulting, Inc. to provide engineering and design services associated with the Springvale Park Redevelopment Project, including the construction of a new dog park and supporting park amenities.

Springvale Park, located at 1615 Springvale Road, consists of approximately six acres of City-owned property and has been identified as a priority redevelopment site through both the City's 2024–2034 Parks & Recreation Master Plan and the recently completed Springvale Park Strategic Plan.

Improvements include the construction of an expanded dog park, construction of an ADA-compliant restroom facility, installation of ADA-accessible walking trails, security and lighting enhancements, parking lot improvements, and updated park signage.

To move the project forward toward construction, the City must complete the necessary survey, engineering design, and construction documentation required for permitting and contractor bidding.

The proposed agreement with Asa Engineering & Consulting includes professional services for surveying, engineering design, architectural coordination, and permitting associated with the Springvale Park improvements. Detailed scope of work is included in the attached proposal.

The proposed contract amount for these services is \$49,000.

The proposal also includes an alternate architectural design fee of \$11,600 for a potential pavilion structure within the park. The pavilion is currently identified as a future park amenity and may not be included in the initial construction phase. If the pavilion does not move forward, the architectural fee for that component will be deducted, reducing the contract amount to \$37,400.

As previously approved by Council, the Springvale Park Redevelopment Project is supported by the FY2026 Hamilton County Leaning into Communities Grant, which provides \$250,000 in funding, matched by \$250,000 in local capital funding, for a total project budget of \$500,000.

Completion of the engineering design phase is the next step in advancing the project toward construction and implementation.

City Administration recommends that the Mayor and City Council approve the professional services agreement with Asa Engineering & Consulting, Inc. for engineering and design services associated with the Springvale Park Redevelopment Project.

RESOLUTION NO. 3800

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ASA ENGINEERING & CONSULTING, INC. FOR ENGINEERING AND DESIGN SERVICES RELATED TO PHASE 1 OF THE SPRINGVALE PARK REDEVELOPMENT PROJECT

WHEREAS, Springvale Park, located at 1615 Springvale Road, consists of approximately six acres of City-owned property and has been identified as a priority redevelopment site in the City's 2024–2034 Parks & Recreation Master Plan and in the Springvale Park Strategic Plan; and

WHEREAS, Phase 1 of the Springvale Park Redevelopment Project includes the construction of an expanded dog park, an ADA-compliant restroom facility, ADA-accessible walking trails, security and lighting enhancements, updated signage, and parking improvements; and

WHEREAS, the City must complete required survey work, engineering design, architectural coordination, permitting, and construction documentation in order to advance the project to bidding and construction; and

WHEREAS, Asa Engineering & Consulting, Inc. has submitted a detailed proposal to provide professional services including survey, engineering design, architectural services, landscape architecture, permitting coordination, and preparation of construction documents associated with the project; and

WHEREAS, the Springvale Park Redevelopment Project is supported by the FY2026 Hamilton County Leaning into Communities Grant, providing \$250,000 in funding, matched by \$250,000 in local capital funds, for a total project budget of \$500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the Professional Services Agreement with Asa Engineering & Consulting, Inc. for engineering and design services related to Phase 1 of the Springvale Park Redevelopment Project, in an amount not to exceed \$_____, and the Interim City Manager or his designee is hereby authorized to execute the agreement and any related documents necessary to implement the intent of this Resolution.

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:

Mike Williams, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



ENGINEERING & CONSULTING, INC.

February 20, 2026 **REV: February 25, 2026**

Via Email: sskiles@eastridgetn.gov

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

RE: Proposal No. P02092026 Civil Design East Ridge Dog Park

Dear Shawna,

Asa Engineering & Consulting, Inc. [Asa] is pleased to provide you with this professional services proposal for the above referenced project. The following outlines our project understanding, scope-of-services understanding, fee proposal, proposed schedule, assumptions & conditions, and services not included. Also attached and incorporated as a part of this proposal is Asa's 2026 Schedule of Fees.

PROJECT UNDERSTANDING

Asa understands that the **City of East Ridge [Client]** seeks a professional services proposal to provide land survey and civil engineering design services for the redevelopment of open space at Springvale Park into a dog park with fencing, public restroom facilities and associated utility services, dog park amenities including benches, and ADA compliant sidewalk access and parking (see Exhibit A).

According to the FEMA/FIRM Community Panel, 47065C0476H dated 11/28/2028, the proposed dog park is within the 100-year floodplain (Zone AE), with a portion of the park within the floodway. The work within the floodway will be limited to new concrete sidewalk and fencing for the dog park. Existing grades will be maintained with minimal grading to provide for ADA compliant sidewalk and pad development of the restrooms, as needed. It is not anticipated that the land disturbance associated with the proposed improvements will exceed 1-acre, therefore a land disturbance permit with Hamilton County and the Tennessee Department of Environment and Conservation [TDEC] is not required.

New utility service for the bathroom facility will be provided up to 5' outside the new building from existing facilities on the property.

SCOPE-OF-SERVICES UNDERSTANDING

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

Task 1 – Topographic Survey

Asa will complete a Topographic and Boundary Survey to assist with the design plans. The survey will include location of existing improvements, easements, 1-foot contours, spot elevations, invert and pipe sizes/types of accessible storm and sanitary sewers, marked utilities, and other visible features. Elevations will be based on NAVD88 data and horizontal location will be based on Tennessee State Plane Grid Coordinates (NAD83). All work

will be performed by or under the direct supervision of a Professional Land Surveyor licensed in the State of Tennessee.

Task 2 – Architectural Design and Construction Documents

1. Asa will sub-contract architectural services to Workshop: Architecture. All work outlined below will be performed by Workshop: Architecture:
 - a. Design a new restroom per detail attached as Exhibit B.
 - b. Design will include all normal architecture, structural, mechanical, electrical, and plumbing design to support the new restroom building.
 - c. Includes preparation of permit and construction documents, but any permit fees and/or plan review fees are not included and will need to be paid by the Client if required.

Task 3 – Civil Design and Site Construction Documents

1. Asa will provide professional services for development of construction documents for site construction. All work outlined below will be performed by, or under the direct supervision of, a Civil Engineer licensed in the State of Tennessee as a Professional Engineer.
 - a. Existing Conditions and Site Demolition Plan: Asa will provide the plan depicting the existing site conditions reflected in the topographic survey. Any site or utility demolition or relocation necessary will be referenced on this plan.
 - b. Layout of Site Improvements: Asa will provide the engineering layout and design of the approved site improvements as indicated in the project understanding and layout approved by the Client. The site plan will be included with the construction documents.
 - c. Drainage & Stormwater Management: Asa will provide engineering design, layout, and preparation of the site plans for control of stormwater run-off in accordance with the current and applicable stormwater management criteria. This includes the collection and conveyance system design to handle the stormwater run-off from site improvements, as needed. It is anticipated that land disturbance will not exceed 1-acre, so a site-specific SWPPP, Notice of Intent (NOI) and TDEC Construction General Permit will not be required.
 - d. Construction Erosion Protection and Sediment Control Plans: Asa will furnish erosion prevention and sediment control plans for the site that meets regulatory design standards.
 - e. Grading & Drainage Plan: Asa will provide a grading plan that depicts the finished field elevations and grading design for the site within the limits of disturbance. One-foot contour elevations and relevant proposed spot grades will be provided on the grading plan where necessary to relay the design intent for construction. Drainage improvements correlating to the grading design will be included in the construction plan.
 - f. Site Utility Plan: Asa will provide engineering design and preparation of construction plans for the relocation of any existing and/or new utilities that will be impacted by the sidewalk or restroom improvements. It is understood that the restrooms will require new water, sewer, and electric service to the building. The site utility plan will reference all known existing utilities located per survey and existing as-built documentation and if additional relocation is necessary, it will be denoted on the plan.
 - g. Coordination and Approvals: Asa will provide up to (2) submittals to and/or secure approvals from the Client. If additional submittals are required, as a result of circumstances outside of our control, work will be performed on an hourly basis in accordance with Asa’s 2026 Schedule of Fees.

- h. Landscape Architecture: Asa will provide landscape architecture services which includes code compliant landscape requirements and buffers. The landscape plan will be included with the construction documents.
- i. Specifications: Specifications related to site work will be referenced in the plans. We understand that a technical specification booklet is not required as a part of this project.
- j. This phase of the project includes up to two (2) meetings with the Client and/or stakeholders.

2. Site Construction Documents provided by Asa will include the following:

- a. Title Sheet
- b. Site General Notes and Specifications
- c. Existing Conditions and Site Demo Plan
- d. Site Plan
- e. Grading and Drainage plan
- f. ESPC plan and details
- g. Site Utility Plan
- h. Construction Details
- i. Landscape Plan and Details

Task 4 – Site Permitting Services

Asa has confirmed with Hamilton County that a Land Disturbance Permit is not required for this project as land disturbance will not exceed 1-acre, however it will require Floodplain Administrator approval. The City of East Ridge Flood Plain Administrator, Mike Howell, has confirmed he will review the plans upon completion but does not have specific concerns on the addition of impervious concrete sidewalk within the floodway within limited earthwork for ADA compliance. Additionally, the bathroom and restroom facility do not need to be constructed to a flood insurance level as long as they are designed to allow free flow of drainage out of the structure. Fence around the dog park within the floodway will need to be constructed of open-type or breakaway system.

Task 5 – Construction Contract Administration Services

Asa will provide construction contract administration services for civil services on an “as-needed” basis. Services include response to RFI’s and shop drawings and submittal reviews, a minimum of two site visits (mid-construction and punch list), and site stormwater as built documentation. Since we are unable to quantify or accurately estimate the labor hours associated with this service, we propose to perform this service on an hourly rate, not to exceed basis in accordance with our attached 2026 Schedule of Fees.

FEE PROPOSAL

Asa proposes the estimated fee terms as described below:

A. Task 1 – Topographic Survey	\$ 3,500.00	Lump Sum
B. Task 2 - Architectural Design and Construction Documents	\$ 13,400.00	Lump Sum
C. Task 3 – Civil Design and Site Construction Documents	\$ 16,000.00	Lump Sum
D. Task 4 – Site Permitting Services	\$ 1,000.00	Hourly – Not to Exceed
E. Task 5 – Construction Contract Administration	\$ 3,500.00	Lump Sum

F. Alternate Fee Proposals

1. <u>Architecture for Pavilion (included with this project)</u>	\$ 11,600.00	Lump Sum
Total =	\$ 49,000.00	Lump Sum

PROPOSED SCHEDULE

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

- A. Topographic Survey..... 2 weeks from NTP
- B. Architectural Design and Construction Documents 8-10 weeks from NTP
- C. Civil Design and Construction Documents (CD's).....6-8 weeks from NTP
- D. Site Permitting Services.....Upon completion of CD's
- E. Construction Contract Administration.....To Begin upon Permit Approval

ASSUMPTIONS & CONDITIONS

- A. The fee estimate and the schedule provided are valid for 60 days from the date of this submission.
- B. Site Permitting Services are limited to coordination and approval from the Floodplain Administrator with the City of East Ridge.
- C. Any services not specifically identified in the scope of services detailed herein are not included in this proposal.

SERVICES NOT INCLUDED

Professional services not included in this proposal are as follows:

- A. Permitting Fees
- B. Site Lighting Plan
- C. Geotechnical Investigation Services
- D. Historical or Archaeological Services
- E. Environmental studies or remediation
- F. Materials Testing Services
- G. Offsite design services
- H. Floodplain, Floodway or FEMA Permitting
- I. Construction Inspection Services (outside of Construction Contract Administration)
- J. Irrigation Design

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

Sincerely,

ASA ENGINEERING & CONSULTING, INC.



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

EXHIBIT A

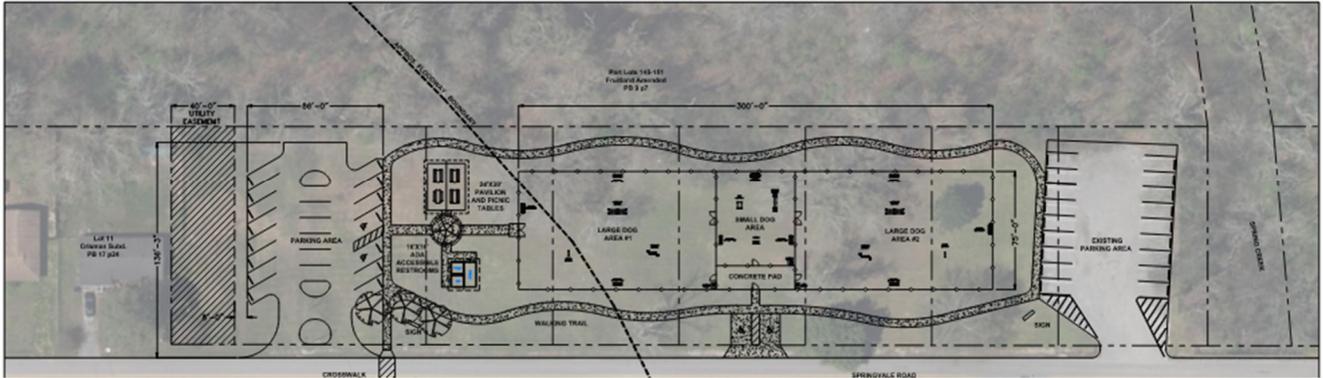
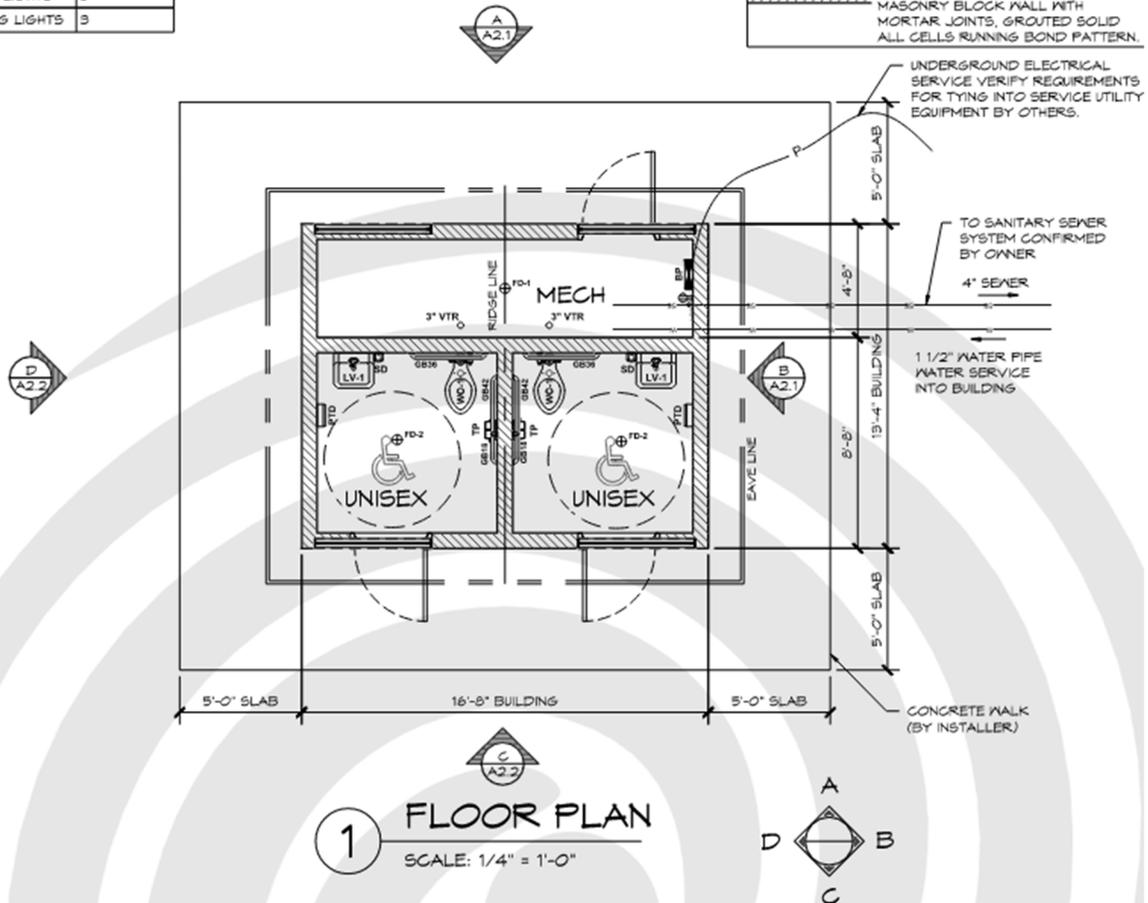


EXHIBIT B

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
[Symbol]	EXTERIOR WALL LIGHTS	3
[Symbol]	INTERIOR CEILING LIGHTS	3

WALL TYPE SCHEDULE	
[Hatched Box]	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



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/

RESOLUTION NO. _____

AGENDA MEMORANDUM

Appointment to the Board of Zoning Appeals

March 26, 2026

Submitted by:

Jennifer Deitrick, City Clerk

Steve Leach was appointed to the Board of Zoning Appeals for a three-year term that will expire on April 8, 2026.

A resolution will be presented at the March 26, 2026 City Council meeting to memorialize an appointment by Mayor Williams to the Board of Zoning Appeals for the upcoming term beginning April 9, 2026 and ending April 8, 2029.

City of East Ridge – Council Memo

To: Mayor and City Council

From: Tara Viland, Venue Manager – Venue 1921 at East Ridge

Date: March 9, 2026

Subject: Janitorial Services RFQs and Operational Need for Overnight Event Cleaning

Purpose

To inform City Council that Requests for Qualifications (RFQs) have been received for contracted janitorial services to support **overnight event turnovers (“flips”)** at Venue 1921 at East Ridge and that staff will begin vendor interviews prior to bringing a recommendation forward.

RFQ Respondents

Staff will evaluate experience, staffing capabilities, and pricing structure before presenting a recommended vendor. The following companies submitted qualifications for overnight and event-based janitorial services:

- Jani-King
- Impact Facility Solutions
- MCS Services
- Daher Cleaning Service

Operational Need

Event venues frequently host **back-to-back rentals**, particularly when a Saturday event is followed by a Sunday booking. In the events industry this is referred to as an **“overnight flip.”**

A flip requires the venue to be:

- Fully cleaned
- Trash removed
- Restrooms sanitized
- Floors reset and event areas prepared

This work must often occur **late at night after midnight or early morning (as early as 5:00 AM)** so the venue is ready for the next client’s arrival and vendor load-in.

For example, the upcoming ****East Ridge Chili Cook Off** on March 21 will be followed by a Sunday client event. Without overnight janitorial support, staff would work a full Saturday event day and then return early Sunday morning to clean the entire facility. While we are committed to ensuring the venue operates at a high standard, this model is **not sustainable for two staff**

members who are already responsible for event management, client relations, sales, marketing and facility operations.

Service Structure

The proposed janitorial partnership will include **tiered services depending on event size and needs**.

Standard Post-Event Cleaning

- Trash removal and disposal
- Restroom sanitation
- Floor cleaning and general facility reset
- Full facility cleaning and reset

Optional Client Services

Clients may choose to add additional labor services, including:

- **Table and chair breakdown and resetting** after events
- **Restroom attendants** during events
- **Day porters** for large events or festivals

These optional services would be **contracted and paid directly by the client**, as an add-on to their event services.

Budget Impact

All rentals at Venue 1921 at East Ridge include a **cleaning fee**. The janitorial contract would operate as a **pass-through expense**, meaning the cost of overnight cleaning services is covered through rental fees paid by venue clients rather than additional City funding.

Next Steps

1. Conduct vendor interviews with the four RFQ respondents.
2. Review service capabilities and pricing models.
3. Present a recommended vendor to City Council for approval.

Establishing a dedicated janitorial partner will ensure the venue maintains professional standards while supporting increased event bookings and sustainable staffing operations.