

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

**AGENDA
June 11, 2026
6:00 pm**

1. Call to Order
2. Invocation
3.
 - A. Roll Call
 - B. Milestone Award
4. Approval of Minutes May 28, 2026
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business
 - A. **ORDINANCE NO. 1246** - 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 403 DONALDSON ROAD, TAX MAP #156E-L-007.01, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd READING)
 - B. **ORDINANCE NO. 1247** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 941 RELATIVE TO TITLE 10, CHAPTER 2 ENTITLED DOGS AND CATS RELATIVE TO THE REGISTRATION OF DOGS AND CATS (2nd READING)
 - C. **ORDINANCE NO. 1248** - AN ORDINANCE TO SUBMIT IN REFERENDUM TO THE PEOPLE OF EAST RIDGE, TENNESSEE, THE QUESTION OF AMENDING THE CHARTER OF THE CITY OF EAST RIDGE, TENNESSEE, BY AMENDING SECTION 5-A OF THE CHARTER (2nd READING)
9. New Business
 - A. **ORDINANCE NO. 1249** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2026 OPERATING BUDGET, ORDINANCE NO. 1226, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1st READING)
 - B. **ORDINANCE NO. 1250** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027 (1st READING)
 - C. **RESOLUTION NO. 3820** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER NO. 1 FOR THE SPRINGVALE PARK REDEVELOPMENT PROJECT

- D. **RESOLUTION NO. 3821** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2026 BULLETPROOF VEST PARTNERSHIP PROGRAM GRANT
- E. **RESOLUTION NO. 3822** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF THE FISCAL YEAR 2027 ANIMAL FRIENDLY GRANT FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE IN SUPPORT OF EAST RIDGE ANIMAL SERVICES
- F. **RESOLUTION NO. 3823** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL MEMORIALIZING AN APPOINTMENT BY COUNCILMEMBER JEFF EZELL TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD
- G. **RESOLUTION NO. 3824** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO ELECT THE AT-LARGE CITY COUNCIL APPOINTMENT TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD
- H. Discussion of Tentative Agenda for **June 25, 2026** City Council Meeting (Attachment A)

10. Adjournment

ATTACHMENT A
TENTATIVE AGENDA
June 25, 2026

8. Old Business

- A. **ORDINANCE NO. 1249** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2026 OPERATING BUDGET, ORDINANCE NO. 1226, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd READING)
- B. **PUBLIC HEARING FOR ORDINANCE NO. 1250** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027
- C. **ORDINANCE NO. 1250** - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027 (2nd READING)

9. New Business

- A. **PUBLIC HEARING ORDINANCE NO. ____** - Rezone 529 Frawley Road, Tax Map #170G A 006.02, from RT-1 Residential Townhome District to RZ-1 Zero Lot Line Residential District
- B. **ORDINANCE NO. ____** - Rezone 529 Frawley Road, Tax Map #170G A 006.02, from RT-1 Residential Townhome District to RZ-1 Zero Lot Line Residential District
- C. **PUBLIC HEARING FOR ORDINANCE NO. ____** - Ordinance related to Specialty Shops
- D. **ORDINANCE NO. ____** - Ordinance related to Specialty Shops (1st READING)
- E. **RESOLUTION NO. ____** - Approval of a bid for masonry sand for the Parks and Recreation Department
- F. **RESOLUTION NO. ____** - Approval of bids for Street Department materials for Fiscal Year 2026-2027
- G. **RESOLUTION NO. ____** - Approval of bid for Brush Chipping and Grinding services

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

**May 28, 2026
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on May 28, 2026, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Brian Williams called the meeting to order.

Pastor Daniel Beard of Action 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 Andrea Witt, City Manager Brian Koral, City Attorney Mark Litchford, Finance Director Diane Qualls, City Clerk Jennifer Deitrick

Absent: Councilmember Jeff Ezell

Public Attendance: Approximately 22 members of the public were present.

Approval of Minutes May 14, 2026

Councilmember Witt moved to approve the minutes from May 14, 2026. Vice Mayor Tyler seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

Communication from Citizens

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

Communication from Councilmembers

Councilmembers Cagle and Witt reported no comments. Vice Mayor Tyler stated that he attended the Memorial Day Service hosted by American Legion Post 95, the East Ridge Optimist Club, and the City, and thanked City Manager Koral and Community Center Supervisor Spear for their assistance with the event.

Mayor Williams announced that the Spring into Safety event had been postponed, with a new date to be determined; shared information regarding upcoming Library programs and events, as well as Animal Shelter adoptions, trial adoptions, foster opportunities, and volunteer opportunities. He thanked Vice Mayor Tyler for speaking at the Memorial Day event; and invited Chief Williams to speak regarding the newly installed baby box at Fire Station No. 1. City Council and City Manager Koral honored Chief Williams for his service as Interim City Manager and presented him with a plaque in recognition of his service. Mayor Williams also congratulated Battalion Chief Eric Bowen on his retirement.

Communication from City Manager

City Manager Koral recognized and congratulated Battalion Chief Bowen on his retirement; thanked Vice Mayor Tyler for his remarks during the Memorial Day event; reported that the Public Works luncheon was held the previous week; and stated that he enjoyed attending the Senior luncheon at the Community Center.

Old Business

ORDINANCE NO. 1245 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO CREATE A NEW CHAPTER 11 UNDER TITLE 9 OF THE EAST RIDGE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR OPERATING A MOBILE FOOD VENDING BUSINESS WITHIN THE CITY OF EAST RIDGE, TENNESSEE (2nd READING)

City Attorney Litchford read the ordinance caption and reviewed the proposed ordinance.

Vice Mayor Tyler moved to approve Ordinance No. 1245, with Section 3 amended to require vendors to obtain a permit by December 31, 2026, and to provide that any permits obtained by that date shall remain valid through December 31, 2027. Councilmember Witt seconded. Following discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – abstain; Councilmember Witt – yes; Mayor Williams – yes. Motion carried.

New Business

PUBLIC HEARING AND FIRST READING - ORDINANCE NO. 1246 - 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 403 DONALDSON ROAD, TAX MAP #156E-L-007.01, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT

City Attorney Litchford read the ordinance caption. Mayor Williams opened the public hearing. Chief Building Official Howell reviewed the rezoning request. The applicant was present but did not address the Council. No other citizens came forward to speak. Mayor Williams closed the public hearing and Council proceeded with consideration of the ordinance on first reading.

Vice Mayor Tyler moved to approve Ordinance No. 1246. Councilmember Witt seconded.

Councilmember Cagle moved to amend the motion to prohibit the use of the property as a short-term vacation rental. The motion failed for lack of a second.

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

PUBLIC HEARING AND FIRST READING - ORDINANCE NO. 1247 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 941 RELATIVE TO TITLE 10, CHAPTER 2 ENTITLED DOGS AND CATS RELATIVE TO THE REGISTRATION OF DOGS AND CATS

City Attorney Litchford read the ordinance caption. Mayor Williams opened the public hearing. City Attorney Litchford reviewed the proposed ordinance. Jaime Worley, 1318 West End Ave, addressed the Council regarding the ordinance. There being no further comment, Mayor Williams closed the public hearing and Council proceeded with consideration of the ordinance on first reading.

Vice Mayor Tyler moved to approve Ordinance No. 1247, with Section 8 of the ordinance amended to remove subsection (1) in its entirety and strike any reference to registration from the new section numbered 10-237. Councilmember Witt seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

PUBLIC HEARING AND FIRST READING - ORDINANCE NO. 1248 - AN ORDINANCE TO SUBMIT IN REFERENDUM TO THE PEOPLE OF EAST RIDGE, TENNESSEE THE QUESTION OF AMENDING THE CHARTER OF THE CITY OF EAST RIDGE, TENNESSEE, BY AMENDING SECTION 5-A OF THE CHARTER

City Attorney Litchford read the ordinance caption. Mayor Williams opened the public hearing. City Attorney Litchford reviewed the proposed amendments to the City Charter and stated that approval would place the question on the November election ballot. No citizens came forward to address the Council. Mayor Williams closed the public hearing and Council proceeded with consideration of the ordinance on first reading.

Councilmember Witt moved to approve Ordinance No. 1248. Vice Mayor Tyler seconded. Following discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3818 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MUNICIPAL COURT TO UTILIZE A THIRD-PARTY COLLECTION AGENCY FOR THE RECOVERY OF DELINQUENT FINES, FEES, AND COSTS

City Attorney Litchford read the resolution caption. Court Clerk Cassidy stated that there would be no cost to the City to utilize American Municipal Services Corporation as a third-party collection agency and reported that approximately \$500,000 in court fees is outstanding. City Manager Koral stated that the resolution also authorizes the collection agency to pursue unpaid sanitation fees, which total approximately \$360,000.

Councilmember Witt moved to approve Resolution No. 3818. Vice Mayor Tyler seconded. Following discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3819 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A BID FOR COMMUNITY CENTER CABINETRY IMPROVEMENTS

City Attorney Litchford read the resolution caption. Community Center Supervisor Spear stated the City received two bids for the Community Center Cabinetry Improvements project and recommended awarding the bid to HL Management Service LLC doing business as HL Construction.

Councilmember Witt moved to approve Resolution No. 3819. Vice Mayor Tyler seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

Presentation of Fiscal Year 2026-2027 Budget

City Manager Koral reviewed the major projects from Fiscal Year 2025-2026 and presented an overview of the proposed budget for Fiscal Year 2026-2027. First reading of the budget will be held on June 11, 2026.

Discussion of Tentative Agenda for the June 11, 2026 City Council Meeting (See Attachment A)

**ATTACHMENT A
TENTATIVE AGENDA**

June 11, 2026

Old Business

ORDINANCE NO. 1246 - 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 403 DONALDSON ROAD, TAX MAP #156E-L-007.01, FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO R-2 RESIDENTIAL DUPLEX DISTRICT (2nd READING)

No discussion.

ORDINANCE NO. 1247 - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 941 RELATIVE TO TITLE 10, CHAPTER 2 ENTITLED DOGS AND CATS RELATIVE TO THE REGISTRATION OF DOGS AND CATS (2nd READING)

No discussion.

ORDINANCE NO. 1248 - AN ORDINANCE TO SUBMIT IN REFERENDUM TO THE PEOPLE OF EAST RIDGE, TENNESSEE, THE QUESTION OF AMENDING THE CHARTER OF THE CITY OF EAST RIDGE, TENNESSEE, BY AMENDING SECTION 5-A OF THE CHARTER (2nd READING)

No discussion.

New Business

ORDINANCE NO. ____ - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2026 OPERATING BUDGET, ORDINANCE NO. 1226, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1st READING)

No discussion.

ORDINANCE NO. ____ - AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL MAKING AND FIXING THE ANNUAL APPROPRIATIONS OF THE SEVERAL DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027 (1st READING)

No discussion.

RESOLUTION NO. ____ - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL MEMORIALIZING AN APPOINTMENT BY COUNCILMEMBER JEFF EZELL TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD

No discussion.

RESOLUTION NO. ____ - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN APPOINTMENT BY THE CITY COUNCIL TO THE EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD

No discussion.

Adjournment

There being no further business, the May 28, 2026, Regular Meeting of the City Council of the City of East Ridge was adjourned at 7:24 p.m.

APPROVED:

MAYOR

CITY CLERK

ORDINANCE NO. 1246

AGENDA MEMORANDUM

Rezone

Date: May 28th, 2026

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On May 4th, 2026, Thomas Barnes submitted a petition to the East Ridge Planning Commission to rezone the parcel located at 403 Donaldson Rd, tax map # 156E L 007.01, from R-1 Single Family Residential District to R-2 Residential Duplex District.

The request to rezone is to bring an existing legal non-conforming duplex into compliance with its zoning district. The East Ridge Planning Commission reviewed the request and recommended approval.

Prior to the adoption of East Ridge Municipal Zoning Ordinance 481, the Urban Residential district was designated to allow a variety of uses, including single-family homes, two-family homes, and apartments. However, after the adoption of Ordinance 481, it established separate districts for each of these uses. As a result, many existing structures were classified as legal non-conforming.



Record No:
RZON-26-2

Rezone Application

Status: Active

Submitted On:
3/25/2026

Primary Location

403 DONALDSON RD
East Ridge, TN 37412

Owner

BARNES JASMINE D &
THOMAS A
Donaldson Rd. 403
DONALDSON RD
CHATTANOOGA, TN 37411

Applicant

 Thomas Barnes

 [Redacted]

 [Redacted]

 [Redacted]

[Redacted]

Applicant Information

Applicant Name*

Thomas Barnes

Applicant Address*

[Redacted]

Applicant Phone Number(s)*

[Redacted]

Date of Application*

03/25/2026

Property Information

Property Address*

403 Donaldson Rd.

Tax Parcel Number*

156E L 007.01

Current Property Zoning

R-1 Residential District

Requested Zoning*

R-2 Residential Duplex District

Requested Rezone Purpose*

The reason for requesting a zoning change is to facilitate refinancing of the property. The current zoning designation for 403 Donaldson Rd. does not meet underwriting requirements because, if the property were damaged to the extent that reconstruction became necessary, a duplex would not be permitted to be rebuilt under the existing zoning classification.

Additional Information

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

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


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

Acknowledgement

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



Signature*

 Thomas Barnes
Mar 25, 2026

Internal

Date* 

Planning Commision Rezone from to District* 

—

Planning Commission Decision*

—

Planning Commission Date*

—

City Council Decision*

—

City Council Date*

—

Ordinance Number

Approved Zoning District

—

Any Conditions to Follow Rezone?

Attachments



Map

Map.docx

Uploaded by Thomas Barnes on Mar 25, 2026 at 12:14 AM

REQUIRED



Ownership

Proof of Ownership.docx

Uploaded by Thomas Barnes on Mar 25, 2026 at 12:14 AM

REQUIRED



403 Donaldson Rd Rezone Letter to move forward to City Council

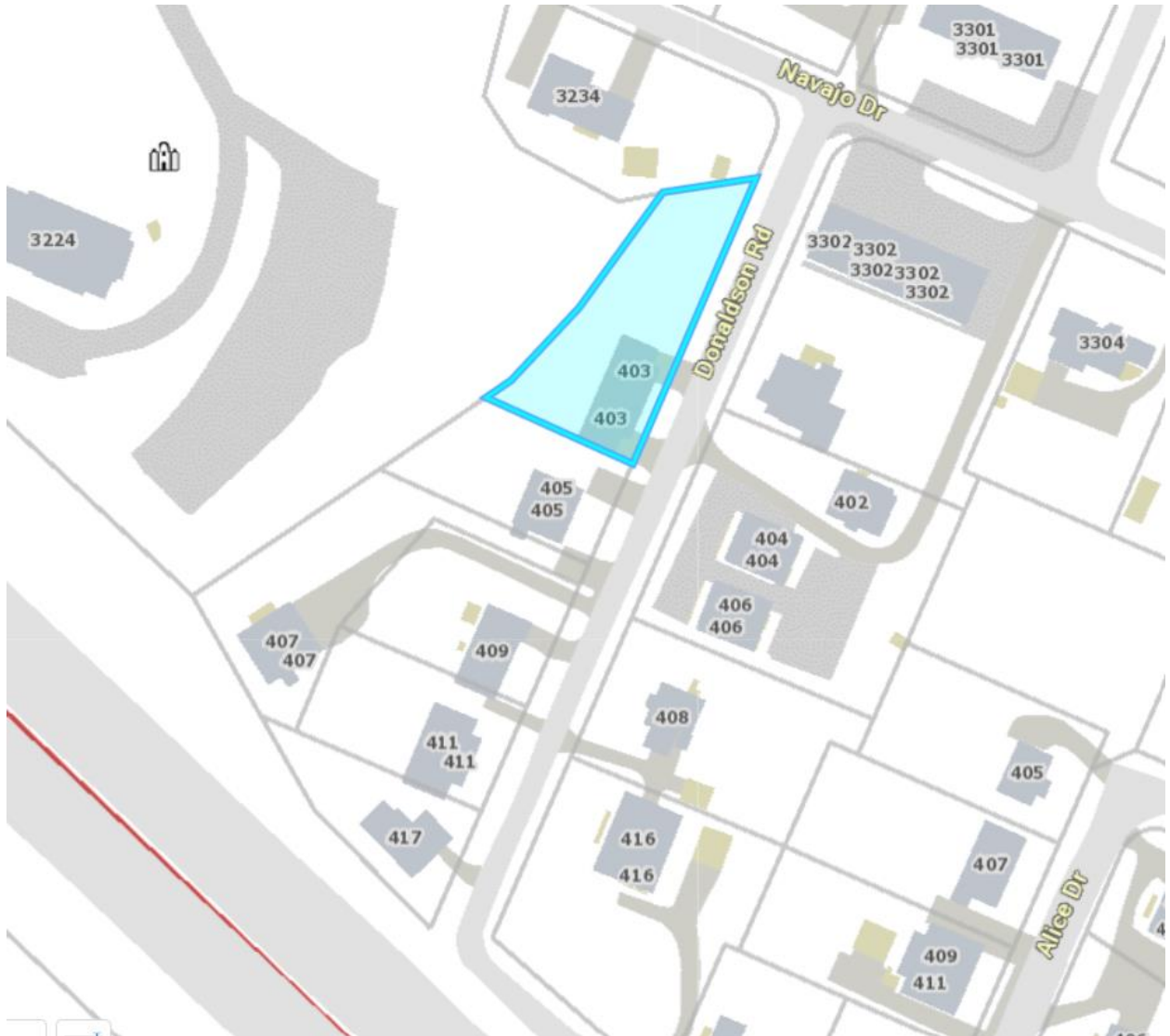
403 Donaldson Rd Rezone Letter to move forward to City Council.pdf

Uploaded by Michael Howell on May 5, 2026 at 8:33 AM

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
Local Advertisement	3/25/2026, 12:19:13 AM	3/25/2026, 12:23:54 AM	Thomas Barnes	-	Completed

Label	Activated	Completed	Assignee	Due Date	Status
<input checked="" type="checkbox"/> Intake Review	3/25/2026, 12:23:54 AM	3/25/2026, 12:11:38 PM	Melissa Mahoney	-	Completed
<input checked="" type="checkbox"/> Local Advertisement	3/25/2026, 12:11:39 PM	-	Melissa Mahoney	-	Active
<input checked="" type="checkbox"/> Planning Commision	5/4/2026, 4:33:55 PM	5/5/2026, 11:13:58 AM	Michael Howell	-	Completed
<input checked="" type="checkbox"/> City Council	5/5/2026, 11:14:00 AM	-	Michael Howell	-	Active
<input type="checkbox"/> Decision Letter	-	-	-	-	Inactive





April 16

2:55 PM



LIVE ▾



Book/Page: **GI 10940 / 319**

Instrument: 2016122800349

3 Page WARRANTY DEED Value of \$114000.00
Recorded by KDS on 12/28/2016 at 1:03 PM

Conveyance Tax	\$421.80
Deed Recording Fee	\$15.00
Data Processing Fee	\$2.00
Probate Fee	\$1.00
eFile Fee	\$2.00
TOTAL FEES	\$441.80

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

PAM HURST

Prepared by:
Realty Title & Escrow Services, Inc.
5870 Highway 153, Suite 102
Hixson, TN 37343

STATE OF TENNESSEE
COUNTY OF HAMILTON
The actual consideration or value, whichever
is greater, for this transfer is \$114,000.00.



Mona A. Barnes
Affiant

Subscribed and sworn to before me,
this 17 day of December, 2016.

Gloria W. Jones
Notary Public
My commission expires: 04/20/19

12-1611-123313

Address of New Owner:	Send Tax Bills to:	Tax Information:
Jasmine D. Barnes 403 Donaldson Road Chattanooga, TN 37411	Farmington Mortgage, a division of CapStar Bank 2002 Richard Jones Rd., #300A Nashville, TN 37215	156E-L-007.01

WARRANTY DEED

For and in consideration of the sum of ten dollars & no/100 (\$10.00), cash in hand paid by the hereinafter named Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Johnny L. Woodruff, Successor Trustee of the Nathan L. Woodruff and Jewell T. Woodruff Revocable Trust, dated March 5, 2002, as Amended and Restated on February 23, 2004**, hereinafter referred to as Grantor, with full power and authority to sell and convey, has bargained and sold, and does hereby transfer and convey to **Jasmine D. Barnes and husband, Thomas A. Barnes**, hereinafter called the Grantees, their successors and assigns, a certain tract or parcel of land in Hamilton County, State of Tennessee, described as follows: to-wit:

Land in the Second Civil District of Hamilton County, Tennessee, being Lot No. Five (5), Ruff Wood Subdivision, as shown by plat of record in Plat Book 39, Page 290, in the Register's Office of Hamilton County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the property conveyed to Nathan Woodruff and Jewell Woodruff, Trustees under the Nathan Woodruff and Jewell Woodruff Revocable Trust, dated March 5, 2002 from Nathan L. Woodruff and wife, Jewell K. Woodruff, by deed dated July 12, 2002 and recorded July 12, 2002 in Book 6301, Page 266, Register's Office for Hamilton County, Tennessee. Jewell Woodruff having since died on January 7, 2006 and Nathan Woodruff subsequently died on May 1, 2015. Pursuant to the Nathan L. Woodruff and Jewell T. Woodruff Revocable Trust, dated March 5, 2002, as Amended and Restated on February 23, 2004, Johnny L. Woodruff is the Successor Trustee. Nathan Woodruff being one and the same person as Nathan L. Woodruff. Jewell Woodruff being one and the same person as Jewell T. Woodruff.

This conveyance is subject to all easements, restrictive covenants and conditions, and other matters of record, including all items set out on any applicable plat of record.

This property is improved property known as 403 Donaldson Road, Chattanooga, TN 37411.

To have and to hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs, successors and assigns, forever. Grantors covenant with Grantees that Grantors are lawfully seised and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out. Grantors do further covenant and bind ourselves, our heirs, successors, assigns and representatives, to warrant and forever

defend the title to said land to said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS my hand this 27th day of December, 2016.

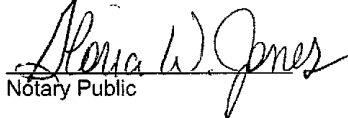


**Johnny L. Woodruff, Successor Trustee
of the Nathan L. Woodruff and Jewell T.
Woodruff Revocable Trust, dated March
5, 2002, as Amended and Restated on
February 23, 2004**

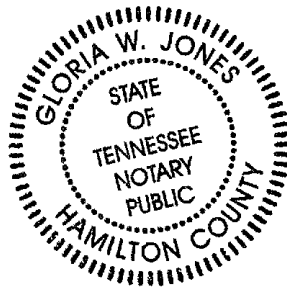
STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, **Johnny L. Woodruff, Successor Trustee of the Nathan L. Woodruff and Jewell T. Woodruff Revocable Trust, dated March 5, 2002, as Amended and Restated on February 23, 2004**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged he executed the within instrument for the purposes therein contained.

Witness my hand in Chattanooga, TN, this 27 day of December, 2016.


Notary Public

My Commission expires: 04/20/19



True Copy Certification

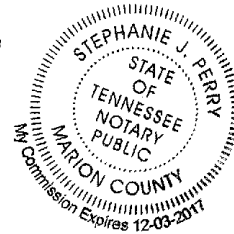
I, Gloria W. Jones, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Gloria W. Jones
Signature

State of Tennessee
County of Hamilton

Personally appeared before me, Stephanie J. Perry, a notary public for this county and state, Gloria W. Jones, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Stephanie J. Perry
Stephanie J. Perry



My Commission Expires: 12/3/17

{Notary' Seal}

Assessor of Property
Marty Haynes



6135 Heritage Park Drive

Location 403 DONALDSON RD	Property Account Number 91490	Parcel ID 156E L 007.01
Property Type 22	Land Use 114	District EAST RIDGE

Current Property Mailing Address

Owner BARNES JASMINE D & THOMAS A

City CHATTANOOGA

Address 403 DONALDSON RD

State TN

Zip 37411

Current Property Sales Information

Sale Date 12/27/2016

Legal Reference 10940-0319

Sale Price \$114,000

Grantor(Seller) WOODRUFF NATHAN & JEWELL TRS

Current Property Assessment

Re: 403 Donaldson rd.

From Michael Howell <mhowell@eastridgetn.gov>
Date Tue 5/5/2026 8:27 AM
To Thomas Barnes [REDACTED]
Cc Melissa Mahoney <mmahoney@eastridgetn.gov>

Thomas,

Thank you for the confirmation email. The request to rezone will be forwarded to the city council for review. Melissa Mahoney will contact you to verify the exact dates of the City Council meetings.

Melissa - Please advertise the rezoning.



Michael Howell
City of East Ridge
Chief Building Official

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

Address 1517 Tombras Avenue, East Ridge, TN 37412

From: Thomas Barnes [REDACTED]
Sent: Tuesday, May 5, 2026 6:42 AM
To: Michael Howell <mhowell@eastridgetn.gov>
Subject: 403 Donaldson rd.

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

Good morning Mr. Howell,

Thank you again for speaking on behalf of my property yesterday evening at the Planning Commission meeting. I am following up with this email to make sure we get this on the agenda for the City Council meeting. Please let me know if you need any other information from me and I look forward to hearing from you soon.

Thank you,

Thomas Barnes

ORDINANCE NO. 1247

AGENDA MEMORANDUM

ORDINANCE AMENDING ORDINANCE 941 RELATIVE TO THE REIGSTRATION OF DOGS AND CATS

MAY 28, 2026

The current code, as established by Ordinance 941, includes requirements for annual registration of dogs and cats and related provisions governing animal control. The proposed ordinance updates these requirements.

SUMMARY OF KEY CHANGES

- Eliminates the requirement for universal annual registration of dogs and cats within the City
- Establishes registration requirements in specific circumstances, such as when animals are impounded and redeemed
- Maintains and reinforces requirements for rabies vaccinations in accordance with state law
- Updates provisions related to identification tags, impoundment, redemption, and disposition of animals
- Adds new requirements governing the use of City-owned dog parks, including registration and vaccination compliance

ORDINANCE NO. 1247

**AN ORDINANCE OF THE EAST RIDGE CITY
COUNCIL TO AMEND ORDINANCE 941
RELATIVE TO TITLE 10, CHAPTER 2
ENTITLED DOGS AND CATS RELATIVE TO
THE REGISTRATION OF DOGS AND CATS**

WHEREAS, the East Ridge City Council adopted Ordinance 941 on second and final reading on May 23, 2013, relative to, among other things, Title 10, Chapter 9 of the East Ridge City Code; and

WHEREAS, pursuant to the adoption of Ordinance 941, residents owning, keeping, or harboring any dog or cat over six (6) months of age were required to obtain a yearly registration certificate from the East Ridge Animal Services Division, together with payment of an annual registration fee depending on whether the dog or cat was spayed or neutered; and

WHEREAS, the City Council desires to amend the registration requirements for residents owning, keeping, or harboring any dog or cat within the City to implement alternative regulations and protections for the community relative to the owning, keeping, or harboring any dog or cat.

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

SECTION 1:

That Title 10, Chapter 2, Section 10-201 of the East Ridge Municipal Code is hereby deleted in its entirety and replaced with the following:

10-201. Registration of animals.

(1) The City of East Ridge shall not require the annual registration of dogs or cats kept within the city limits, except as otherwise provided in this title.

(2) The East Ridge Animal Services Division is authorized to require the registration of any dog or cat that has been seized, impounded, or otherwise taken into custody pursuant to the provisions of this title as a condition of redemption or release to the owner.

(3) Prior to the release of any seized or impounded dog or cat, the owner shall provide proof of current rabies vaccination in accordance with state law and this title. The owner shall also provide sufficient identifying information for the animal, including the owner's name, address, telephone number, or a description of the animal.

(4) Upon completion of the registration process required by subsection (2), and payment of all applicable impoundment, boarding, vaccination, registration, or other

authorized fees, the East Ridge Animal Services Division may issue a registration certificate and identification tag for the animal. The registration certificate shall contain the owner's name, date issued, amount paid, description, name, age and sex of the dog or cat, the registration tag number issued, and the date the dog or cat was vaccinated.

(5) The City Council by resolution shall establish applicable impoundment, boarding, vaccination, registration, or other authorized fees which fees shall be updated from time to time at the determination of the City Council.

(6) Any registration certificate or identification tag issued pursuant to this section shall serve primarily for identification and recordkeeping purposes and shall not create a continuing annual registration obligation unless otherwise expressly required by this title.

(7) It shall be unlawful for any person to knowingly provide false information to the East Ridge Animal Services Division in connection with the registration or redemption of an animal under this section.”

SECTION 2:

That Title 10, Chapter 2, Section 10-203 of the East Ridge Municipal Code is hereby deleted in its entirety and replaced with the following:

10-203. Registration tag. The animal services division may issue an identification or registration tag for any dog or cat registered pursuant to § 10-201. Any such tag may be attached to the animal’s collar or harness for identification purposes. It shall be unlawful for any person to knowingly place upon an animal a registration tag that was not issued for that animal.

SECTION 3:

That Title 10, Chapter 2, Section 10-204 of the East Ridge Municipal Code is hereby amended by deleting the last sentence and replacing with the following sentence:

Any dog found running at large in violation of this section, whether or not in violation of this section, is declared to be a nuisance and liable to seizure and further action as provided in this chapter.

SECTION 4:

That Title 10, Chapter 2, Section 10-207 of the East Ridge Municipal Code is hereby deleted in its entirety and replaced with the following:

10-207. Prerequisite to registration. No registration certificate or identification tag authorized by this chapter shall be issued for any dog or cat unless the owner furnishes proof that such dog or cat has been inoculated or immunized against rabies in accordance with state law and this title.”

SECTION 5:

That Title 10, Chapter 2, Section 10-209 of the East Ridge Municipal Code is hereby deleted in its entirety and replaced with the following:

10-209. Rabies vaccination tags required. It shall be unlawful for any person to own, keep, or harbor any dog required by state law to wear a rabies vaccination tag that does not display a current rabies vaccination tag or other proof of current rabies vaccination as required by state law and this title. Nothing in this section shall be construed to require universal annual registration of dogs or cats by the city.”

SECTION 6:

That Title 10, Chapter 2, Section 10-215 of the East Ridge Municipal Code is hereby deleted in its entirety and replaced with the following:

10-215. Redemption of impounded dogs and cats by owner. In no event shall a dog or cat be released from impoundment unless the animal has been vaccinated against rabies in accordance with state law and this title. The East Ridge Animal Services Division may require registration of the animal pursuant to § 10-201 prior to release. The owner of a dog or cat may claim and redeem the animal upon payment of all applicable impoundment fees, boarding fees, veterinary expenses, vaccination costs, registration fees, and any other lawful charges established by the city council. Under certain circumstances, including but not limited to persons unlawfully relinquishing animals at the animal shelter, the animal services supervisor is authorized to waive fees.

SECTION 7:

That Title 10, Chapter 2, Section 10-234(5) of the East Ridge Municipal Code is hereby amended by deleting the phrase “other license or registration requirements established in this chapter” and substituting instead the following language “other applicable provisions of this chapter” so that subsection (5) shall read as follows:

(5) The provisions set forth in this section do not eliminate or replace any other applicable provisions of this chapter; however, upon approval of a multiple pet license or breeder permit, the recipient of such license or permit shall be required to pay a flat fee of one hundred fifty dollars (\$150.00) for a multiple pet license or two hundred fifty dollars (\$250.00) for a breeder permit and shall not be required to pay additional fees for each individual animal in his/her possession respectively. Individual animal records for animals maintained by a multiple pet license holder or breeder permit holder may be maintained by the animal services division for identification and proof of rabies vaccination purposes.”

SECTION 8:

That Title 10, Chapter 2 of the East Ridge Municipal Code is hereby amended by adding the following new section numbered 10-237:

10-237. Requirements for use of city-owned dog parks.

(1) Prior to entering any city-owned dog park, the owner or custodian of the dog shall maintain proof that the dog has current rabies vaccinations and any other vaccinations required by state law or policies adopted by the East Ridge Animal Services Division.

(2) The owner or custodian of the dog shall, upon request of any animal services officer, police officer, or authorized city employee, provide proof of vaccination compliance.

(3) Any person violating this section may be prohibited from using any city-owned dog park and shall be subject to any penalties otherwise authorized by this title.

(4) The East Ridge Animal Services Division is authorized to adopt reasonable administrative rules governing the use of city-owned dog parks, including rules concerning vaccination documentation, hours of operation, and animal safety requirements.

SECTION 9: BE IT FURTHER ORDAINED, that all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10: BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after its passage, the public welfare of the City requiring it.

Passed first reading _____, 2026.

Passed second reading _____, 2026.

Brian W. Williams, Mayor

ATTEST:

Brian Koral, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

ORDINANCE NO. 1248

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

ANDREA WITT
Councilmember



DAVID TYLER
Vice Mayor

JEFF EZELL
Councilmember

City of East Ridge

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

Memorandum

To: City Council

RE: Charter Amendment

On Thursday February 26, 2026, the City Council directed the City Attorney to prepare a Charter amendment to remove benefits as part of the available compensation to Councilmembers and the Mayor and instead require that all costs related to such City benefits be the responsibility of the respective Councilmember or Mayor and at no cost to the City.

To correct this, the second paragraph of Section 5-A of the Charter needs to be amended. If approved, Section 5-A would read as follows:

*The Mayor and the other four (4) Councilmembers are to be compensated as follows: Effective on the 1st day of July, 2009, the Mayor shall receive a salary of Twelve Thousand Dollars per year and each of the other four (4) Councilmembers shall receive a salary of Seventy-two Hundred Dollars per year, said salaries to be paid in equal monthly installments. Following such effective date, the salary ~~and/or all other benefits~~ to be provided to the Mayor, and the salaries ~~and/or all other benefits~~ to be provided to the Councilmembers as a body, may be adjusted only by referendum. Compensation of the Mayor and Councilmembers shall not be adjusted during their current term of office. **Councilmembers and the Mayor, including their dependents, may elect to participate in the City's benefit programs but all costs related to such benefits shall be the sole responsibility of the respective Councilmember or Mayor, and at no cost to the City.** The Mayor and Councilmembers shall otherwise be entitled to their actual and necessary expenses incurred in the performance of*

The next state general election that this amendment can be made is November 3, 2026.

ORDINANCE NO. 1248

AN ORDINANCE TO SUBMIT IN REFERENDUM TO THE PEOPLE OF EAST RIDGE, TENNESSEE THE QUESTION OF AMENDING THE CHARTER OF THE CITY OF EAST RIDGE, TENNESSEE, BY AMENDING SECTION 5-A OF THE CHARTER.

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

SECTION 1:

That at the general state election to be held on November 3, 2026 (the “Election”), there shall be submitted in referendum to the people of East Ridge, Tennessee, the question of amending Section 5-A of the East Ridge City Charter as follows:

(i) Modifying the second paragraph of Section 5-A to clarify that if Councilmembers, including the Mayor, and their dependents desire to participate in the City’s benefits programs such as group life, hospitalization, disability, and/or medical insurance coverage, then the Councilmembers, including the Mayor, are responsible for all costs related to such benefits and the City shall not be responsible for any amounts.

SECTION 2:

That to accomplish said referendum, the Election Commission of Hamilton County, Tennessee, is hereby directed to place upon the ballots to be used within the precincts of the City of East Ridge, Tennessee, during said Election the following words and figures:

PROPOSAL: In Section 5-A, to state that the Mayor and Councilmembers’ salary may be adjusted only by referendum and not during their current term of office, and that any costs related to benefits other City benefits shall be the sole responsibility of the Mayor and Councilmembers, such that the second paragraph of 5-A would state as follows:

The Mayor and the other four (4) Councilmembers are to be compensated as follows: Effective on the 1st day of July, 2009, the Mayor shall receive a salary of Twelve Thousand Dollars per year and each of the other four (4) Councilmembers shall receive a salary of Seventy-two Hundred Dollars per year, said salaries to be paid in equal monthly installments. Following such effective date, the salary ~~and/or all other benefits~~ to be provided to the Mayor, and the salaries ~~and/or all other benefits~~ to be provided to the

Councilmembers as a body, may be adjusted only by referendum. Compensation of the Mayor and Councilmembers shall not be adjusted during their current term of office. Councilmembers and the Mayor, including their dependents, may elect to participate in the City's benefit programs but all costs related to such benefits shall be the sole responsibility of the respective Councilmember or Mayor, and at no cost to the City. The Mayor and Councilmembers shall otherwise be entitled to their actual and necessary expenses incurred in the performance of their duties of office.

Shall the second paragraph of 5-A be amended by removing benefits as part of the available compensation to Councilmembers and the Mayor and instead require that all costs related to such City benefits be the responsibility of the respective Councilmember or Mayor and at no cost to the City, the full text of which appears in the PROPOSAL above.

FOR THE AMENDMENT []
AGAINST THE AMENDMENT []

SECTION 3.

BE IT FURTHER ORDAINED, that, with the exception provided in Sections 1 and 2 above, all laws constituting the present Charter of the City of East Ridge, Tennessee, not in conflict with this amendatory home rule ordinance, be and the same are continued in full force and effect, and all laws or parts of laws in conflict therewith are hereby repealed.

SECTION 4.

BE IT FURTHER ORDAINED, that if any clause, sentence, paragraph, section, or part of this ordinance shall be held to be unconstitutional or void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding such part, if any, as may be held to be invalid.

SECTION 5.

BE IT FURTHER ORDAINED, that this Ordinance shall be published in full by the Clerk of the City Council in the daily newspaper of general circulation in the City of East Ridge, Tennessee, after the passage thereof on second and final reading.

SECTION 6.

BE IT FURTHER ORDAINED, that the Clerk of the City Council shall certify the passage of this Ordinance to the Hamilton County Election Commission and request that the proposed amendment to the City Charter of the City of East Ridge,

Tennessee, be placed on the ballot to be used in the general state election to be held on or about November 3, 2026.

SECTION 7.

BE IT FURTHER ORDAINED, that the cost of the referendum election shall be paid from the general funds of the City of East Ridge, Tennessee.

SECTION 8.

BE IT FURTHER ORDAINED, that a copy of this ordinance be furnished by the Finance Director to the Election Commission of Hamilton County as its authority to hold such referendum and to make such provision for the advertising and implementation of such referendum as is necessary.

SECTION 9.

BE IT FURTHER ORDAINED, that the Hamilton County Election Commission shall certify to the Clerk of the City Council of the City of East Ridge, Tennessee, the result of said election, and the said Clerk shall cause said certification to be made a part of the minutes of the City Council.

SECTION 10.

BE IT FURTHER ORDAINED, that a copy of this ordinance be published by the City in accordance with law.

SECTION 11.

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

Passed first reading _____, 2026.

Passed second reading _____, 2026.

Brian W. Williams, Mayor

Attest:

_____, City Manager

Approved to form:

Mark W. Litchford, City Attorney

**CITY OF EAST RIDGE
CHARTER AMENDMENT 1**

Shall the second paragraph of Section 5-A of the East Ridge City Charter be amended by removing benefits as part of the available compensation to Councilmembers and the Mayor and instead require that all costs related to such City benefits be the responsibility of the respective Councilmember or Mayor and at no cost to the City, such that, if approved, the second paragraph of Section 5-A would read as follows:

The Mayor and the other four (4) Councilmembers are to be compensated as follows: Effective on the 1st day of July, 2009, the Mayor shall receive a salary of Twelve Thousand Dollars per year and each of the other four (4) Councilmembers shall receive a salary of Seventy-two Hundred Dollars per year, said salaries to be paid in equal monthly installments. Following such effective date, the salary to be provided to the Mayor, and the salaries to be provided to the Councilmembers as a body, may be adjusted only by referendum. Compensation of the Mayor and Councilmembers shall not be adjusted during their current term of office. Councilmembers and the Mayor, including their dependents, may elect to participate in the City's benefit programs but all costs related to such benefits shall be the sole responsibility of the respective Councilmember or Mayor, and at no cost to the City. The Mayor and Councilmembers shall otherwise be entitled to their actual and necessary expenses incurred in the performance of their duties of office.

Certification of the Chief Financial Officer

The proposed charter amendment will have no fiscal impact upon the city.

*Diane Qualls,
City Finance Director*

**CITY OF EAST RIDGE, TENNESSEE DIRECTOR OF
FINANCE CERTIFICATION OF FISCAL IMPACT ON
REFERENDUM TO AMEND CITY CHARTER SECTION 5-A.**

The undersigned Director of Finance for the City of East Ridge, Tennessee, certifies that the proposed amendment to Section 5-A of the East Ridge City Charter to clarify that if Councilmembers, including the Mayor, and their dependents desire to participate in the City's benefits programs such as group life, hospitalization, disability, and/or medical insurance coverage, then the Councilmembers, including the Mayor, are responsible for all costs related to such benefits and the City shall not be responsible for any amounts, will not have a negative fiscal impact upon the City.

CERTIFIED THIS ___ DAY OF _____ 2026.

CITY OF EAST RIDGE, TENNESSEE

By: _____

Title: Financial Director

ORDINANCE NO. 1249

AGENDA MEMORANDUM

FISCAL YEAR 2025-2026 BUDGET AMENDMENT

JUNE 11, 2026

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

During the fiscal year, it is necessary to amend the adopted budget to account for unanticipated revenues and expenditures, adjust departmental appropriations, and ensure compliance with state law requiring a balanced budget. Per T.C.A. 6-56-208 the budget must be amended by ordinance.

This proposed ordinance provides for:

- Adjustments to revenue estimates based on actual collections and updated projections
- Revisions to departmental appropriations to address operational needs
- Allocation of additional funds for capital projects and/or equipment as applicable
- Transfers between funds or departments as permitted by City policy
- Balancing of all funds to ensure expenditures do not exceed available revenues

ORDINANCE NO. 1249

AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2026 OPERATING BUDGET, ORDINANCE NO. 1226, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS

WHEREAS, Ordinance No. 1226 provided for the revenue for the City of East Ridge, Tennessee, for the fiscal year July 1, 2025, to June 30, 2026, and appropriated such revenue for the payment of expenses of the municipal government, and made certain other provisions with respect to the financial operation of the City of East Ridge; and

WHEREAS it is necessary and appropriate that said Ordinance No. 1226 be amended by changing the revenues and expenditures of various funds; and

WHEREAS T.C.A. §6-56-208 allows the governing body of a municipality to amend the annual budget ordinance in the same manner as any other ordinance may be amended; and

WHEREAS the Council finds that the proposed budget amendment is for legitimate municipal purposes and consistent with applicable law; and

WHEREAS, the Council has general authority to adopt an ordinance relative to the management and control of the finances of the municipality that is for the good of the government, protection of its citizens, and necessary and proper for carrying out the power granted to the Council pursuant to applicable law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that pursuant to the Municipal Budget Law of 1982, as amended and codified at Tennessee Code Annotated §6-56-201 *et seq.*, Ordinance No. 1226 is and the same hereby shall be amended as follows:

General Fund	Budget	Amendment	Final
Revenue			
Leins Collected - Trustee	32,000	58,000	90,000
Liquor Licenses	3,500	4,200	7,700
Fire Prevention Permits	1,000	2,000	3,000
Other State Grants & Rev.	12,000	15,500	27,500
Adoptions	1,500	10,500	12,000
Indoor Soccer	195,000	50,000	245,000
Rec. Soccer	85,000	15,000	100,000
Sponsorships	10,000	35,000	45,000
Total Budget (Amended)	31,475,609	190,200	31,665,809

Expenditures			
Building & Maintenance	372,536	20,000	392,536
Police Admin	2,615,465	20,000	2,635,465
SRO	365,095	100,000	465,095
Traffic Division	350,038	25,000	375,038
Fire Department	3,628,262	169,456	3,797,718
Traffic Controls (PW)	323,360	20,000	343,360
Parks & Recreation	4,221,869	30,000	4,251,869
Arena	340,288	25,000	365,288
McBrien Complex	7,650	2,000	9,650
Soccer – Recreation	72,600	30,000	105,600
Indoor Soccer	109,300	10,000	119,300
Total Budget (Amended)	31,464,930	451,456	31,916,386

State Street Aid	Budget	Amendment	Final
Revenue			
Use of Fund Balance	391,716	301,575	693,291
Total Budget (Amended)	1,406,238	301,575	1,707,813
Expenditures			
Road Paving & Maint.	600,000	301,575	901,575
Total Budget (Amended)	1,406,238	301,575	1,707,813

Capital Improvement Fund	Budget	Amendment	Final
Revenue			
Use of Fund Balance	7,639,979	454,576	8,094,555
Total Budget (Amended)	12,233,215	454,576	12,687,791
Expenditures			
General Government	0	55,688	55,688
Bldg & Grounds	300,000	-55,688	244,312
Parks & Recreation	0	164,000	164,000
Resurfacing Program	700,000	290,576	990,576
Total Budget (Amended)	12,233,215	454,576	12,687,791

BE IT FURTHER ORDAINED, that to the extent required, a true and correct copy of this ordinance showing the approved budget amendments shall be filed with the applicable agency or entity as required by law.

BE IT FURTHER ORDAINED, that if any section, clause, provision, or portion of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision, or portion of this Ordinance.

BE IT FURTHER AND FINALLY ORDAINED, that this Ordinance takes effect immediately after its passage, the public welfare of the City requiring it.

Approved on First Reading _____, 2025.

Approved on Second Reading _____, 2025.

Brian W. Williams, Mayor

ATTEST:

Brian Koral, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

ORDINANCE NO. 1250

**AGENDA MEMORANDUM
FISCAL YEAR 2026-2027 BUDGET**

JUNE 11, 2026

Submitted by:

Diane Qualls

Diane Qualls, Finance Director

The proposed FY 2027 budget ordinance establishes appropriations necessary to fund the City's general operations, capital improvements, and debt obligations for the upcoming fiscal year. The budget was developed in accordance with state law and the City's adopted financial policies, incorporating departmental requests, revenue projections, and strategic priorities.

ORDINANCE NO. 1250

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
MAKING AND FIXING THE ANNUAL
APPROPRIATIONS OF THE SEVERAL
DEPARTMENTS OF THE CITY FOR THE
FISCAL YEAR BEGINNING JULY 1, 2026, AND
ENDING JUNE 30, 2027**

BE IT ORDAINED BY THE CITY OF EAST RIDGE, TENNESSEE, AS FOLLOWS:

SECTION 1. Along with the noted amounts for FY 2025 and FY 2026 shown in accordance with TCA 6-56-203, the following appropriations for the fiscal year beginning July 1, 2025, and ending June 30, 2026, are hereby made for the use of the several departments to the City of East Ridge, Tennessee, in the amounts, to wit:

	FY 2025 ACTUAL	FY 2026 FORECAST	FY 2027 REQUEST
<u>GENERAL FUND</u>			
<u>REVENUES</u>			
Local Taxes	20,080,413	21,530,705	22,857,079
Licenses and Permits	473,931	500,123	574,650
Intergovernmental Revenue	3,430,553	3,453,334	3,762,091
Other Revenue	2,631,514	2,040,918	2,035,010
Contribution From Fund Balance	<u>0</u>	<u>4,054,230</u>	<u>0</u>
<i>TOTAL REVENUES</i>	26,616,411	31,579,311	29,228,830

EXPENDITURES

General Government:			
General Government	1,275,903	1,527,370	1,390,361
Administration	1,039,753	1,154,870	1,371,485
Mayor and Council	96,716	104,879	106,261
Judicial	412,817	342,851	384,464
City Attorney	120,844	106,011	136,875
City Hall Complex	47,944	56,956	54,600
Library	272,130	306,205	325,913
History Museum	1,091	1,794	860
Codes/Planning	578,199	577,031	674,742

Animal Services	<u>398,842</u>	<u>427,623</u>	<u>575,512</u>
<i>TOTAL</i>	4,244,239	4,605,590	5,021,073
Economic/Community Development			
Community Dev. Programs	3,863	50,661	100,000
Economic Development	<u>6,609,057</u>	<u>8,597,670</u>	<u>7,794,924</u>
<i>TOTAL</i>	6,612,920	8,648,331	7,794,924
Public Safety:			
Police Department			
Administration	2,564,249	2,350,262	2,664,897
Criminal Investigations (CID)	1,028,005	1,008,334	1,227,676
Patrol	2,818,971	2,846,944	3,104,783
SRO	404,300	454,138	437,327
Traffic	<u>371,611</u>	<u>366,825</u>	<u>356,200</u>
<i>TOTAL</i>	7,187,136	7,026,503	7,840,717
Fire Department			
Fire	<u>4,399,683</u>	<u>4,194,518</u>	<u>4,184,601</u>
<i>TOTAL</i>	3,716,703	4,539,731	3,626,762
Public Service:			
Parks & Recreation			
General Recreation	1,137,664	4,258,818	1,353,068
Arena	334,629	374,363	370,755
Community Center	266,697	290,101	300,132
Venue 1921	0	216,640	271,668
McBrien Complex	5,995	9,583	7,650
Soccer- Recreation	98,239	93,725	84,900
Soccer- Indoor	97,720	142,304	120,800
Baseball/Softball	92,388	79,605	79,000
Football/Cheerleading	24,879	27,802	43,250
Adult Softball	40,907	33,742	28,350
Basketball	<u>15,300</u>	<u>0</u>	<u>22,650</u>
<i>TOTAL</i>	2,114,4118	5,526,683	2,682,223
Other General Government:			
Public Works			
Building Maintenance	339,380	383,773	389,484
Streets	523,625	869,771	676,408
Transfer Station	28,967	13,798	15,150
Traffic Control	<u>293,151</u>	<u>310,344</u>	<u>324,250</u>

	<i>TOTAL</i>	1,185,123	1,577,686	1,405,292
Transfer Out Debt Service		96,013	0	0
Transfer Out Capital Projects		0	500,000	200,000
Fund				
Transfer Out ARPA Fund		<u>0</u>	<u>0</u>	<u>0</u>
	<i>TOTAL</i>	96,013	500,000	200,000
<i>TOTAL EXPENDITURES</i>		<u>25,839,531</u>	<u>31,579,310</u>	<u>29,228,830</u>
<i>TOTAL REVENUES</i>		<u>26,616,411</u>	<u>27,525,081</u>	<u>29,228,830</u>
<i>VARIANCE</i>		776,881	-4,054,230	0
<u>SPECIAL REVENUE FUNDS</u>				
State Street Aid Fund				
Revenue		794,646	1,300,141	915,060
Expenditure		<u>259,006</u>	<u>1,300,141</u>	<u>915,060</u>
<i>VARIANCE</i>		535,640	0	0
Grant Fund				
Revenue		197,298	38,027	19,000
Expenditure		<u>195,599</u>	<u>38,027</u>	<u>19,000</u>
<i>VARIANCE</i>		1,699	0	0
Federal Forfeiture Fund				
Revenue		0	0	20,000
Expenditure		<u>0</u>	<u>0</u>	<u>20,000</u>
<i>VARIANCE</i>		0	0	0
Drug Fund				
Revenue		91,618	56,505	107,500
Expenditure		<u>13,453</u>	<u>56,505</u>	<u>107,500</u>
<i>VARIANCE</i>		78,165	0	0
Economic Development Fund				
Revenue		6,260,249	7,147,433	7,419,525
Expenditure		<u>6,260,218</u>	<u>7,147,433</u>	<u>7,419,475</u>
<i>VARIANCE</i>		31	0	50
Solid Waste Fund				
<u>REVENUE BUDGET</u>				
Sanitation Charges		1,563,804	1,709,880	1,759,880

Other	<u>266,966</u>	<u>365,643</u>	<u>212,121</u>
<i>TOTAL REVENUES</i>	1,830,770	2,075,5236	1,972,001

EXPENDITURE BUDGET

Solid Waste Expenses	<u>1,715,583</u>	<u>2,075,523</u>	<u>1,972,001</u>
<i>TOTAL EXPENDITURES</i>	1,715,583	2,075,523	1,972,001

<i>VARIANCE</i>	115,187	0	0
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Debt Service Fund

Revenue	3,357,803	2,965,449	3,233,889
Expenditure	<u>2,464,901</u>	<u>2,431,397</u>	<u>2,589,987</u>

<i>VARIANCE</i>	892,902	534,052	643,902
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Capital Projects Fund

Revenue	6,422,821	4,384,118	1,684,000
Expenditure	<u>6,422,822</u>	<u>3,884,119</u>	<u>1,684,000</u>

<i>VARIANCE</i>	1	500,000	0
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SECTION 2. The Governing Body recognizes that the municipality has bonded, and other indebtedness as follows:

Bonded or Other Indebtedness	Debt Redemption	Interest Requirements	Debt Authorized and Unissued	Condition of Sinking Fund
Bonds	1,343,000	958,006	N/A	N/A
Notes	174,000	20,632	N/A	N/A
Capital Leases	94,349	\$ -	N/A	N/A
Other Debt	\$ -	\$ -	N/A	N/A

SECTION 3. During the coming fiscal year the Governing Body has planned capital projects and proposed funding as follows:

Proposed Capital Projects	Proposed Amount Financed by Appropriations	Proposed Amount Financed by Debt
Capital Projects Fund 341	1,684,000	1,684,000

SECTION 4. The City Manager is hereby authorized to transfer funds between line items within the department budget as he may deem necessary provided that the amount

transferred is not needed in the categories for which they were originally appropriate. Any transfer of appropriations between Departments shall be made only upon the authorization by ordinance of the City Council

SECTION 5. At the end of the fiscal year, which is fixed as June 30, the Director of Finance is hereby authorized to transfer funds as necessary in order that budgeted appropriations not be exceeded in each Department and that the transfer of funds shall not result in an increase in the total Fiscal Year 2027 budget.

SECTION 6. When any obligation has been incurred by order, contract, agreement to purchase, hire, receive or otherwise obtain anything of value for the use of the City by the joint action of the respective Department Directors, a liability shall be construed to have been created against the appropriation of the Department affected and the respective Department Directors in charge and other persons are prohibited from incurring liabilities in excess of the amount appropriated for each budget of each Department, the totals of which are set out herein, and of additional amounts which may hereafter be authorized by the City Council.

SECTION 7. The Municipal Budget for the fiscal year July 1, 2026, to June 30, 2027, a copy of which is attached hereto as Exhibit A., is hereby adopted, and made a part of this Ordinance as fully and completely as though specifically copied herein.

SECTION 8. This budget has been developed based on a property tax rate of \$ 0.7999 on each one hundred dollars (\$100) of assessed valuation of the taxable property is hereby levied for the fiscal year beginning July 1, 2026.

SECTION 9. This Ordinance shall take effect from and after the date of its final passage, the public welfare of the City requiring it.

SECTION 10. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

PASSED on First Reading _____, 2026.

PASSED on Second Reading _____, 2026.

Brian W. Williams, Mayor

ATTEST:

Brian Koral, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3820

AGENDA MEMORANDUM

Springvale Park Redevelopment Project

Change Order No. 1 to Professional Services Agreement Authorization to Approve Additional Bid Phase Services

June 11, 2026

Submitted by:

Cameron Hobbs-McAllister

Administrator of Economic & Community Development

SUBJECT: Authorization to approve Change Order No. 1 to the Professional Services Agreement with Asa Engineering & Consulting, Inc. for additional bid phase services associated with the Springvale Park Redevelopment Project.

On March 12, 2026, City Council approved Resolution No. 3800 authorizing a Professional Services Agreement with Asa Engineering & Consulting, Inc. in an amount not to exceed \$49,000 for engineering, surveying, architectural coordination, permitting, and construction documentation services associated with the Springvale Park Redevelopment Project.

Since execution of the agreement, project design has progressed substantially, and construction documents are nearing completion. As the project advances toward procurement and construction, additional professional services are needed to assist the City through the formal bidding process.

The proposed amendment will authorize Asa Engineering & Consulting, Inc. to provide bid phase services, including preparation of bidding documents and technical specifications, coordination of contractor questions and addenda, and preparation of an award recommendation for City consideration. These services were not included within the original scope of work and are necessary to facilitate a competitive and compliant procurement process while facilitating construction efforts within the floodway.

Approval of Change Order No. 1 will increase the total authorized contract amount from \$49,000 to \$54,000 and will allow the project to move efficiently from the design phase into public bidding and eventual construction.

Funding for these services is available within the existing Springvale Park Redevelopment Project grant budget, which is supported through the FY2026 Hamilton County Leaning into Communities Grant and local matching capital funds.

RESOLUTION NO. 3820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDER NO. 1 FOR THE SPRINGVALE PARK REDEVELOPMENT PROJECT

WHEREAS, the City Council previously approved Resolution No. 3800 on March 12, 2026, authorizing a Professional Services Agreement with Asa Engineering & Consulting, Inc. in an amount not to exceed \$49,000 for engineering and design services associated with the Springvale Park Redevelopment Project; and

WHEREAS, additional professional services are necessary to assist the City through the formal bidding process, including preparation of bid documents, coordination with contractors, and evaluation of bids; and

WHEREAS, Asa Engineering & Consulting, Inc. has submitted a proposal to provide bid phase services, including development of bid documents, assistance with bid distribution, responding to contractor inquiries, issuance of addenda, and recommendation of award; and

WHEREAS, the proposed Change Order No. 1 provides for these additional services on an hourly basis with a not-to-exceed cost of \$5,000; and

WHEREAS, funding for these services is available within the existing Springvale Park Redevelopment Project budget, supported by grant funding and local capital funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby authorizes the City Manager to approve Change Order No. 1 with Asa Engineering & Consulting, Inc., for additional bid phase services for the Springvale Park Redevelopment Project in an amount not-to-exceed cost of \$5,000.

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

Adopted this _____ day of _____ 2026.

Brian W. Williams, Mayor

ATTEST:

Brian Koral, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

June 1, 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: Project No. 26-0023 Springvale Dog Park

Subject: Change Order No. 1 - Add Bid Phase Services to the Scope of Work

Dear Shawna,

Per your request, **Asa Engineering and Consulting, Inc.**, proposes to assume responsibility for providing bid phase services as described below to our scope of work on the above-mentioned project. The additional work includes the following elements:

1. Develop a bid book that includes the advertisement for bids, bidding documents, contract documents, general conditions, and detailed technical specifications.
2. Assist the City in identifying potential contractors, distribute plans and bid documents to interested contractors, respond to any pre-bid questions or concerns, and issue addenda in response to questions or concerns.
3. Assist the City in the bid opening, review bids, and provide award recommendation after bids are received.

Asa proposes to provide the aforementioned additional work on an hourly basis and with a not-to-exceed maximum cost of five thousand dollars (\$5,000.00). We do not anticipate that the additional work will have an adverse impact to the design or construction schedule.

Please contact us if you have any questions or if you need additional information.

Best regards,

Asa Engineering and Consulting, Inc.



Jeff A. Sikes

Executive Vice President

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

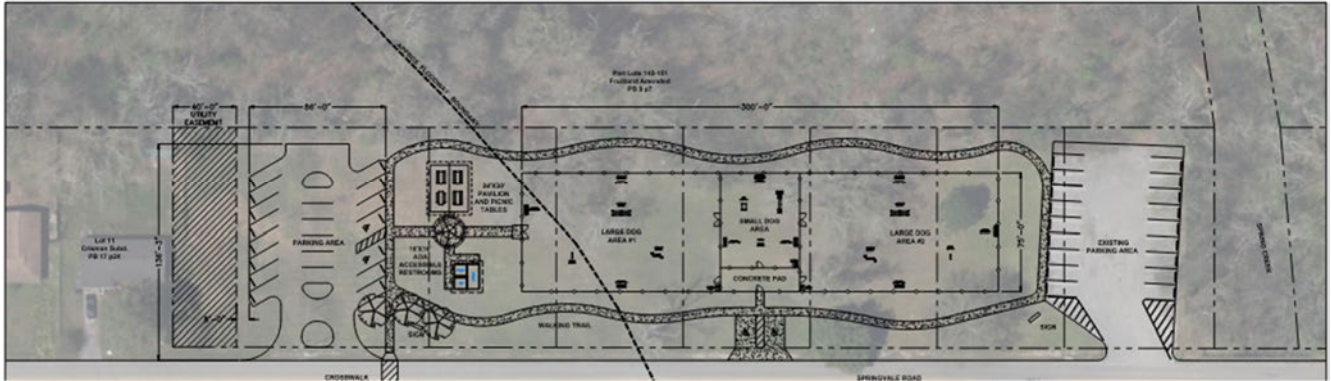
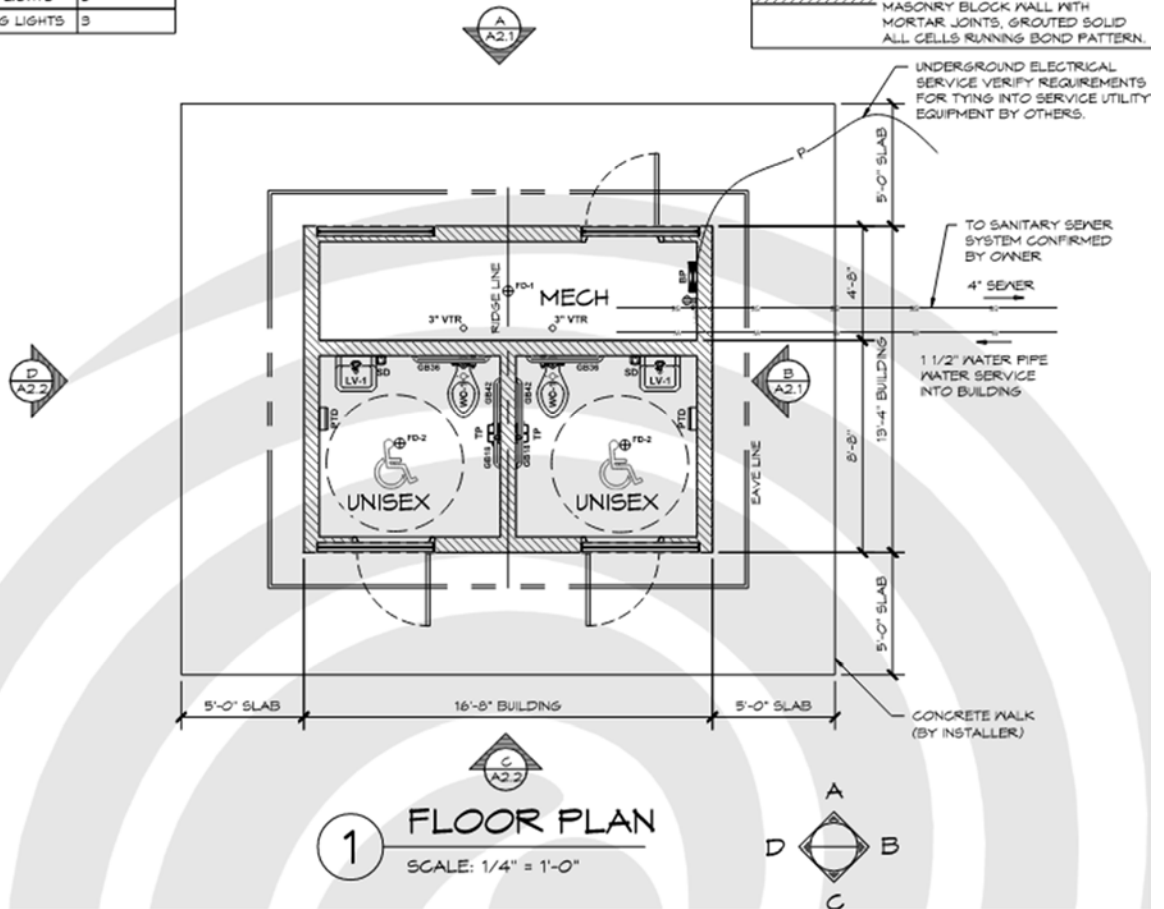


EXHIBIT B

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

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





Single Project Agreement - General Terms and Conditions

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

1. SCOPE OF WORK; RELIANCE UPON DOCUMENTS

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

2. FEES; INVOICES

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

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

3. ACCESS TO THE SITE

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

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

4. CLIENT'S RESPONSIBILITIES

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

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

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

5. UTILITIES

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

6. EXISTING AND/OR HIDDEN CONDITIONS:

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

7. OWNERSHIP AND REUSE OF DOCUMENTS

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

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

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

8. WAIVER OF CONSEQUENTIAL DAMAGES

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

9. SUSPENSION OF SERVICES/TERMINATION

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

10. PROFESSIONAL RESPONSIBILITY

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

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

11. LIMITATION OF LIABILITY

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

12. REIMBURSABLE EXPENSES

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

13. INSURANCE

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

14. ASSIGNS

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

15. RIGHT TO STOP WORK

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

16. FIELD MONITORING AND TESTING

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

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

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

18. SAFETY

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

19. CHANGES IN THE SCOPE OF SERVICES

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

20. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

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

21. EXTENT OF AGREEMENT

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

22. SEVERABILITY

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

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

AGREEMENT FOR PROFESSIONAL SERVICES

Date: 02/25/2026
Proposal Number: P02092026
Client's Name: City of East Ridge
Client's Address: 1517 Tombras Avenue, East Ridge, TN 37412
Phone Number: 423.867.7711
Email Address: Cameron McAllister

Project Name: Springvale Dog Park
Location/Address: 1623 Springvale Road, East Ridge, TN 37412

Project Description: Survey, A&E Design, Civil Design, Bid Docs, CCA services on new Dog Park
Scope of Services: See attached proposal P02092026
Compensation for Services: Lump Sum (\$49,000)

Special Conditions: None

Accepted By: City of East Ridge, Tennessee
(Client's Company Name)

Michael J. Williams 3-16-26
(Client's Signature and Date)

Mike Williams, Interim City Manager
(Print Client's Name and Title)

ASA ENGINEERING & CONSULTING, INC.


(Consultant's Signature and Date)

Jeff A. Sikes | Exec. Vice President
(Print Consultant's Name and Title)

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

RESOLUTION NO. 3821

AGENDA MEMORANDUM

**Bureau of Justice Assistance
FY26 Bulletproof Vest Partnership Program Grant**

June 11, 2026

Submitted by:

Cameron Hobbs-McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of FY26 Bureau of Justice Assistance Bulletproof Vest Partnership Program Grant

The Economic & Community Development Department, in partnership with the East Ridge Police Department, is requesting approval from the Mayor and City Council to accept the Bureau of Justice Assistance (BJA) Fiscal Year 2026 Bulletproof Vest Partnership (BVP) Program Grant.

The City applied for the FY26 Bulletproof Vest Partnership Program in December 2025 and was awarded reimbursement funding in May 2026 in the amount of \$9,745.21 for the purchase of body armor vests for East Ridge Police Department personnel. The grant requires a local match and is awarded on a reimbursement basis. To receive the full grant award, the City must expend at least \$21,120.00 in eligible costs.

Grant funds will be utilized to purchase and replace body armor vests for sworn law enforcement personnel employed by the East Ridge Police Department. All body armor purchased through the program must comply with standards established by the National Institute of Justice (NIJ).

Approval of Resolution No. 3821 will authorize the City to accept the grant award, expend qualifying funds for the purchase of body armor vests, and receive reimbursement from the Bureau of Justice Assistance. This grant will assist the City in maintaining officer safety while reducing the overall cost associated with the purchase and replacement of required protective equipment.

RESOLUTION NO. 3821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE ACCEPTANCE OF THE BUREAU OF JUSTICE ASSISTANCE FISCAL YEAR 2026 BULLETPROOF VEST PARTNERSHIP PROGRAM GRANT

WHEREAS, the City of East Ridge applied for and has been awarded the Bureau of Justice Assistance (“BJA”) Fiscal Year 2026 Bulletproof Vest Partnership (“BVP”) Program Grant; and

WHEREAS, the grant will provide reimbursement for the purchase of body armor vests for law enforcement personnel; and

WHEREAS, the BVP Grant requires a local match, under which the City must expend qualifying funds in order to receive reimbursement; and

WHEREAS, the City must expend at least \$21,120.00 in eligible costs to receive a maximum reimbursement of \$9,745.21.

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

Section 1. The Mayor, or his designee, is hereby authorized to accept the Bureau of Justice Assistance Fiscal Year 2026 Bulletproof Vest Partnership Program Grant for the purchase of body armor vests.

Section 2. The City is hereby authorized to expend at least \$21,120.00 in qualifying purchases and to accept reimbursement from the Bureau of Justice Assistance in the amount of \$9,745.21.

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:

Brian Koral, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3822

AGENDA MEMORANDUM

Tennessee Department of Agriculture

**Approval of Grant Award
FY27 Animal Friendly Grant**

June 11, 2026

Submitted by:

Cameron Hobbs-McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of FY27 Animal Friendly Grant for East Ridge Animal Services

City Administration is requesting approval from the Mayor and City Council to accept the FY27 Animal Friendly Grant award from the Tennessee Department of Agriculture in support of East Ridge Animal Services.

The Animal Friendly Grant is part of a statewide initiative administered through the Animal Health Division of the Tennessee Department of Agriculture. The City of East Ridge has been awarded \$1,100.00 in FY27 grant funding for the period of July 1, 2026, through June 30, 2027. The grant does not require a local cash match from the City.

All grant funds must be utilized exclusively for eligible spay and neuter procedures performed by veterinarians licensed within the State of Tennessee. Funding awarded through this program will directly support low-cost spay and neuter operations coordinated through East Ridge Animal Services. The program assists in reducing pet overpopulation, limiting shelter intake pressures, improving animal welfare outcomes, and encouraging responsible pet ownership throughout the community.

East Ridge Animal Services successfully participated in the FY26 Animal Friendly Grant cycle and utilized previous funding to support thirteen (13) low-cost spay and neuter procedures through approved veterinary providers. Additionally, these services were provided to eligible applicants residing within the City of East Ridge who met all applicable financial eligibility requirements.

City Administration recommends approval of the FY27 Animal Friendly Grant award and requests authorization for the Mayor and/or City Manager to execute all grant documents and agreements associated with the program.

RESOLUTION NO. 3822

A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF THE FISCAL YEAR 2027 ANIMAL FRIENDLY GRANT FROM THE TENNESSEE DEPARTMENT OF AGRICULTURE IN SUPPORT OF EAST RIDGE ANIMAL SERVICES

WHEREAS, the City of East Ridge has been awarded the Fiscal Year 2027 Animal Friendly Grant from the Tennessee Department of Agriculture, administered by its Animal Health Division; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Council hereby approves acceptance of the Fiscal Year 2027 Animal Friendly Grant from the Tennessee Department of Agriculture.

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

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

Adopted this _____ day of _____, 2026.

Brian W. Williams, Mayor

Attest:

Brian Koral, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2026	End Date June 30, 2027	Agency Tracking # 32505-10826	Edison ID 2874		
Grantee Legal Entity Name City of East Ridge, Tennessee			Edison Vendor ID		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end June 30			
Service Caption (one line only) Animal Friendly- Spay/Neuter					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027	\$1,100.00				\$1,100.00
TOTAL:	\$1,100.00				\$1,100.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected using a request for application process. Applications are received and evaluated based on their proposed cost-per-procedure. It is intended to provide as many spay/neuter procedures as possible to low-income families and their companion animals..			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
Department of Agriculture
AND
CITY OF EAST RIDGE, TENNESSEE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Agriculture, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Hartsville/Trousdale County Government, hereinafter referred to as the "Grantee," is for the provision of Animal Friendly -Spay/Neuter, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 19

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide all services and deliverables ("Scope") as required, described, detailed in this Grant Contract.

A.2. Service Goals. Pursuant to Tennessee Code Annotated 55-4-290(c)(1)(A), the goal of this grant money from the Animal Population Control Endowment Fund is to prevent or to reduce an over population of dogs and cats.

A.3. Service Recipients: Recipients of the low-cost spay or neuter procedures shall be the unsterilized dogs and cats owned or adopted by Grantee's intended service population of owners living in Tennessee.

A.4. Service Description: As described in its approved Proposal, Grantee shall provide, at a low- cost, spay or neuter procedures for dogs and cats owned or adopted by Grantee's intended service population of owners living in Tennessee.

A.5. Services Provided: Sterilization services shall be provided by a veterinarian licensed in Tennessee and performed in a facility permitted by the Tennessee Department of Health.

A.6. Service Reporting: Invoices submitted for payment as specified in C.5.

A.7. Incorporation of Additional Documents: Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:

- (a) This Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b. and c. below)
- (b) The State Grant Proposal solicitation as may be amended, if any;
- (c) The Grantee's proposal incorporated to elaborate supplementary scope of services specification

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2026 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Thousand and One Hundred Dollars (\$1,100.00) ("Maximum Liability"). The Grant

Budget, attached and incorporated as Attachment #1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Agriculture
Animal Health
Attn: Animal Friendly Grants Porter Building
P.O. Box 40627
Nashville, Tennessee 37204

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

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

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Heather Montoy
Tennessee Department of Agriculture
Porter Building
PO Box 40627
Nashville, TN 37204
Animal.Friendlygrants@tn.gov
Telephone # 615-837-5120
FAX # 615-837-5250

The Grantee:

Cameron McAllister. Administrator of Economic & Community Development
City of East Ridge, Tennessee
1517 Tombras Ave East Ridge, TN 37412
cmcAllister@eastridgetn.gov
Telephone # 423-867-7711

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

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

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

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

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

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

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

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which

reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

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

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

results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

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

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

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

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

IN WITNESS WHEREOF,

CITY OF EAST RIDGE, TENNESSEE:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE DEPARTMENT OF AGRICULTURE:

ANDY HOLT, COMMISSIONER

DATE

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:				
BEGIN: July 1, 2026		END: June 30, 2027		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	\$1,100.00	0.00	\$1,100.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$1,100.00	0.00	\$1,100.00

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

² Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Provide low cost spay / neuter services to procedures 17 @ average of \$63.75 per animal.	\$1,100.00
TOTAL	\$1,100.00

RESOLUTION NOs. 3823 & 3824

AGENDA MEMORANDUM

**Appointments to the
Industrial Development Board**

June 11, 2026

Submitted by:



Jennifer Deitrick, City Clerk

Appointments are needed to fill two expiring terms on the Industrial Development Board.

Stan Allen and Tucker McClendon were previously appointed to fill unexpired terms ending June 11, 2026. Mr. Allen was appointed by the full Council and Mr. McClendon by Councilmember Ezell.

Notice of the vacancies was posted on the City's website, and three applications were received. Copies of the applications were provided for Council's review. The selected individuals will serve a term beginning June 12, 2026, and expiring June 11, 2032.

RESOLUTION NO. 3823

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE,
MEMORIALIZING AN APPOINTMENT BY
COUNCILMEMBER JEFF EZELL TO THE EAST
RIDGE INDUSTRIAL DEVELOPMENT BOARD**

WHEREAS, the City of East Ridge, Tennessee established the East Ridge Industrial Development Board (“IDB”) in accordance with T.C.A. § 6-2808 *et seq.* (now codified at T.C.A. § 7-53-101 *et seq.*) pursuant to a resolution duly adopted by then Mayor and City Commission for the City of East Ridge on November 8, 1979; and

WHEREAS, the East Ridge Industrial Development Board fulfills an important role with regard to new development in the City; and

WHEREAS, the City Council elects certain citizens of the City of East Ridge in accordance with T.C.A. § 7-53-301 to be directors of the IDB; and

WHEREAS, the term for current IDB director Tucker McClendon, who was elected by Councilmember Jeff Ezell, is set to expire on June 11, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby memorializes the election of _____ by Councilmember Jeff Ezell as a Director to the IDB for the term of June 12, 2026, through June 11, 2032.

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:

Brian Koral, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3824

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, TO ELECT THE
AT-LARGE CITY COUNCIL APPOINTMENT TO THE
EAST RIDGE INDUSTRIAL DEVELOPMENT BOARD**

WHEREAS, the City of East Ridge, Tennessee established the East Ridge Industrial Development Board (“IDB”) in accordance with T.C.A. § 6-2808 *et seq.* (now codified at T.C.A. § 7-53-101 *et seq.*) pursuant to a resolution duly adopted by then Mayor and City Commission for the City of East Ridge on November 8, 1979; and

WHEREAS, the East Ridge Industrial Development Board fulfills an important role with regard to new development in the City; and

WHEREAS, the City Council elects certain citizens of the City of East Ridge in accordance with T.C.A. § 7-53-301 to be directors of the IDB; and

WHEREAS, the term for current IDB director Stan Allen, who was elected at-large by the City Council, is set to expire on June 11, 2026.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee hereby elects _____ as a Director to the IDB for the term of June 12, 2026, through June 11, 2032.

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:

Brian Koral, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

ORDINANCE NO. _____

AGENDA MEMORANDUM

Rezone

Date: June 25th, 2026

Submitted by:



Michael Howell, Chief Building Official

SUBJECT:

On June 1, 2026, Joseph Ingram submitted a petition to the East Ridge Planning Commission to rezone the parcel located at 529 Frawley Road (Tax ID# 170G-A-006.02) from the RT-1 Residential Townhome District to the RZ-1 Zero Lot Line Residential District.

This request represents a down zone, resulting in a reduction of dwelling units per acre. No major infrastructure changes are anticipated, except for a reconfiguration of the right turn from the subdivision onto Frawley Road. The parcel sizes will increase due to the requirements of the RZ-1 district, which mandates larger lots than those previously approved under the RT-1 zoning regulations.

The East Ridge Planning Commission has reviewed the rezone request and recommended approval.



CASE NUMBER: 2026-0083		Date Submitted: 04/20/2026	
<i>Sections 1-9 below to be filled out by Applicant- RPA staff will assist if needed</i>			
1 Applicant Request			
Rezoned From: RT-1		Rezoned To: RZ-1	Total acres in request area: 25.81
2 Applicant Requested Conditions		Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>
3 Proposed Conditions – Attach a separate page if conditions won't fit in this box			
No Buildings within 25' of boundary			
4 Property Information			
Property Address: 529 Frawley Rd		Property Tax Map Number: 170G-A-006.02	
5 Proposed Development			
Reason for request/Project description:	Site is zoned for townhomes Owner seeks to build single family homes		
6 Site Characteristics			
Current Use:	Vacant		
Adjacent Uses:	Residential and Commercial		
7 Applicant Information			
Name: Joseph Ingram with Ingram, Gore and Associates			
Address (street, city, state, zip): [REDACTED]			
Phone: [REDACTED]	Email: joseph@ingramgore.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: Bent Tree Development			
Address (street, city, state, zip): P. O. Box 818, Ringgold GA 30736			
Phone: bryan@hudcoleasing.com	[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: \$770	<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: East Ridge	Application processed by: Jennifer Ware		
<u>Staff Recommendation :</u>	<u>PC Action/Date:</u>	<u>Legislative Action/Date/Ordinance:</u>	

529 FRAWLEY ROAD REZONING NARRATIVE

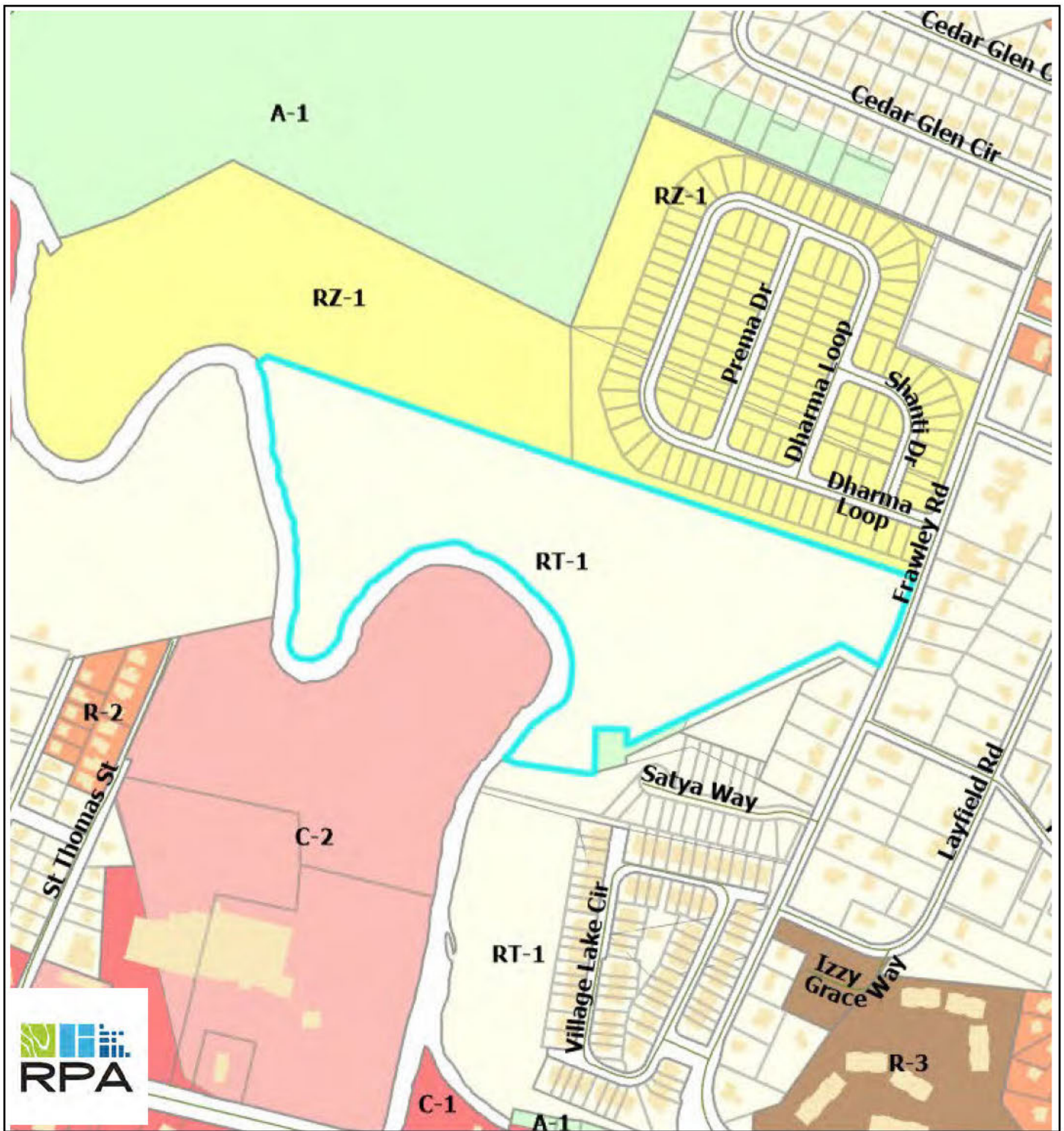
The applicant seeks to down zone the above property from RT-1 to RZ-1 to build single-family homes in lieu of building the approved townhomes. The site was zoned originally to be a compliment to Garland Estates I with single level townhomes on a private gated drive. The number of units shown on the original rezone was 77 single story townhomes. Subsequently it was requested through preliminary plat to build 108 two-story townhomes. The preliminary plat was approved along with the 109 sewer taps to accommodate a potential clubhouse and 108 homes.

The changes in the current market has now made it more attractive to return to building detached single-family homes. This request will be for a down zone to single-family and a reduction in the total number of units from 108 to the proposed 77 lots shown. The lots will be accessed from public right of way and have public utilities. The basic site layout remains essentially the same with the townhome buildings being swapped out for lots.

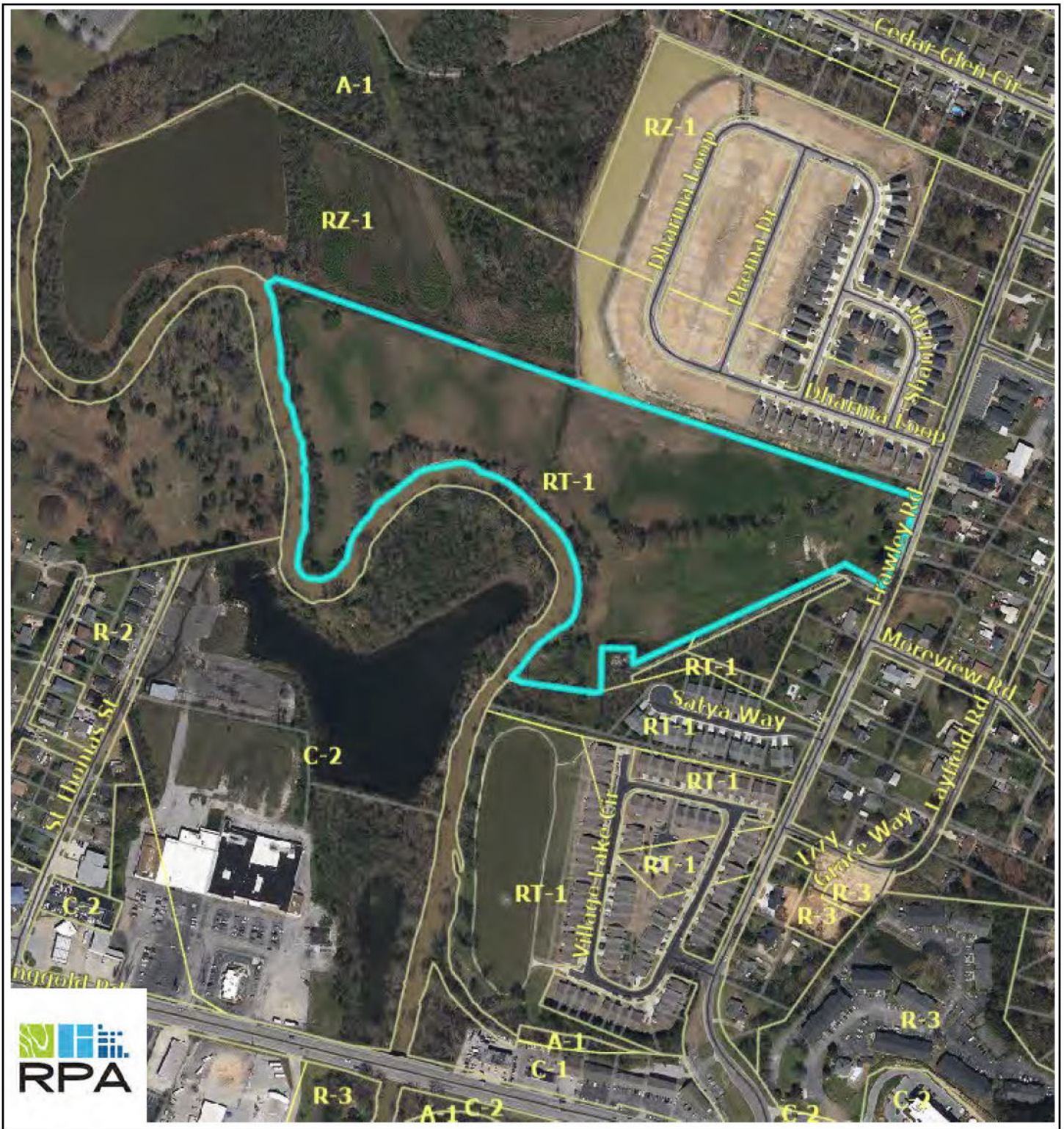
The request will propose a condition that no building will be within 25' of the peripheral boundary on all sides.

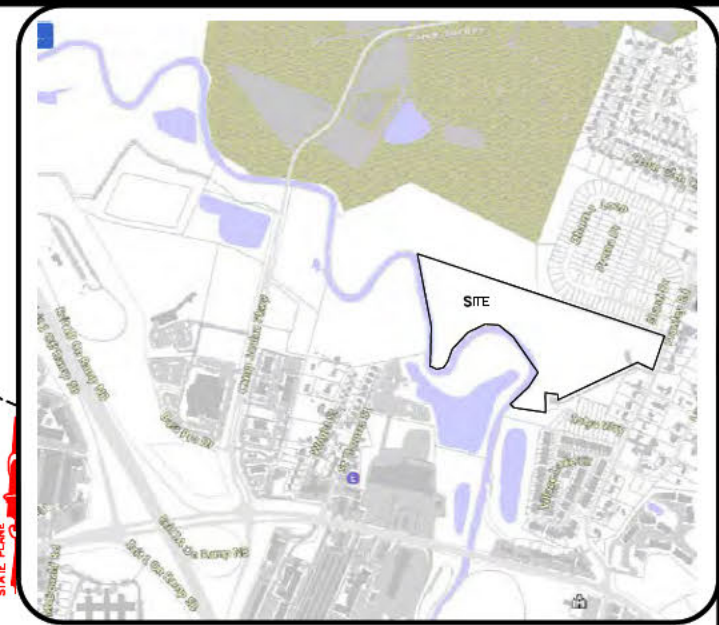
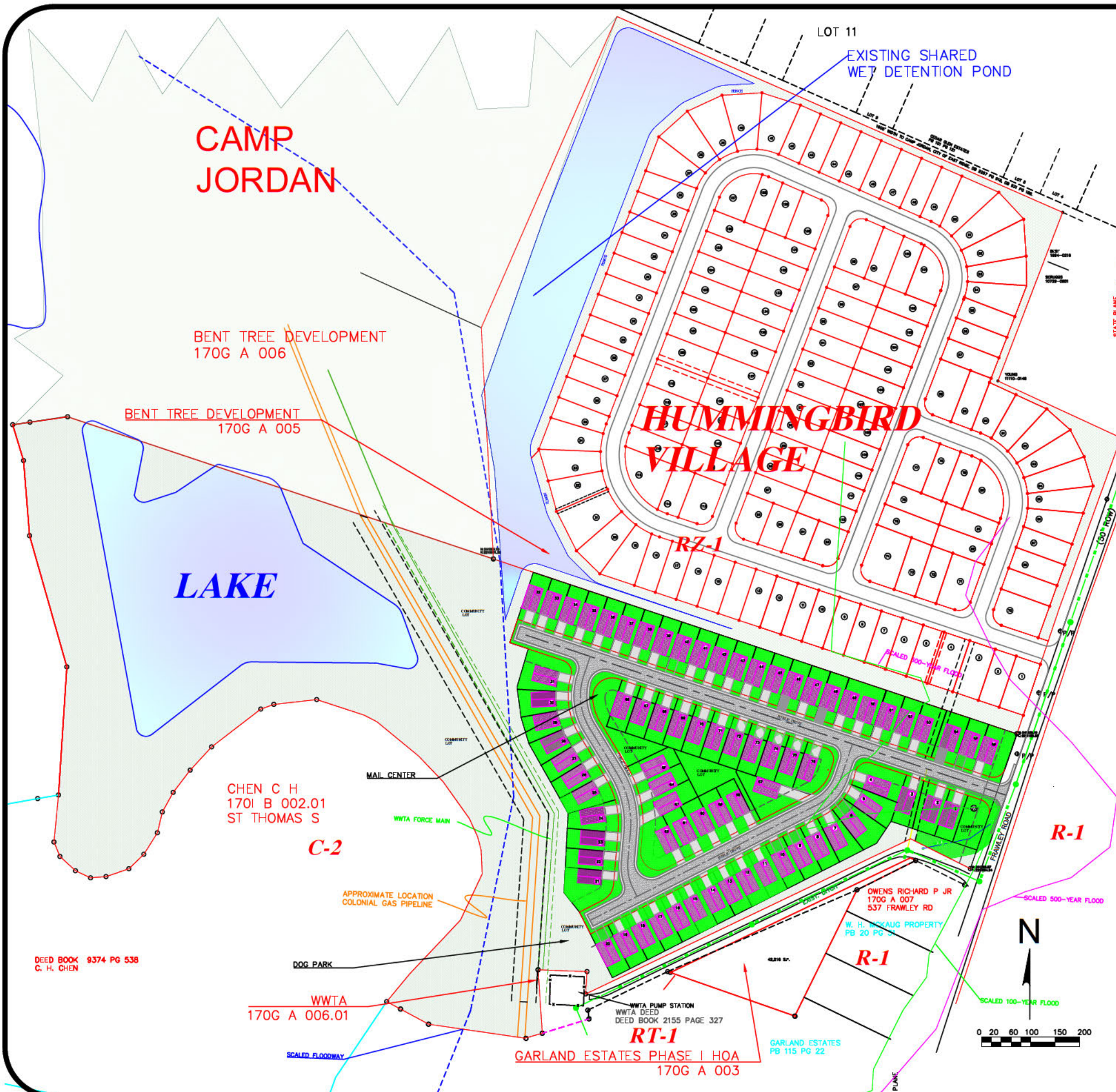
With the peripheral buffer it is also requested that two variances be approved to bring the development in line with similar zoning in the Chattanooga region.

2026-0083 Rezoning from RT-1 to RZ-1



2026-0083 Rezoning from RT-1 to RZ-1





LOCATION MAP

- ZONING DETAILS**
1. PROPOSED SITE CONTAINS 25.81 ACRES
 2. TAX MAP 170G A 006.02
 3. OWNER BENT TREE DEVELOPMENT P.O. BOX 818 RINGGOLD, GA 30736
 4. EXISTING ZONING RT-1
 5. PROPOSED ZONING RZ-1
 6. APPROVED DENSITY = 108 UNITS
 7. PROPOSED DENSITY = 77 LOTS
 8. EXISTING DENSITY = 4.18 UNITS PER ACRE
 9. PROPOSED DENSITY = 2.98 UNITS PER ACRE
 10. 10.62 ACRES OF SITE TO BE DEVELOPED
 11. REMAINING 15.15 ACRES IN OPEN SPACE
 12. DETENTION POND AND BUFFER STRIP TO NORTH OWNED BY APPLICANT
 13. EXISTING LAKE TO WEST OWNED BY SAME APPLICANT

- PROJECT DETAILS**
1. 77 LOTS SHOWN
 2. APPROX. 2,250 LF 50' PUBLIC ROW
 3. TYPICAL LOT 40' WIDE X 100' DEEP
 4. ALL LOTS ON PUBLIC ROW
 5. PROPOSED 20' FRONT SETBACK (25' SHOWN)
 6. PROPOSED 20' REAR SETBACK (25' SHOWN)
 7. 25' PERIPHERAL BUFFER
 8. ALL LOTS SERVED BY WETA SEWER
 9. ALL LOTS SERVED BY TN AMERICAN WATER
 10. BUILDING PAD SHOWN 30' W X 50' D
 11. 0 SETBACK ONE SIDE
 12. 10' MIN SETBACK OPPOSITE SIDE
 13. ALL BUILDINGS MIN 1' ABOVE BFE

**PROPOSED REZONING
 GARLAND ESTATES PHASE II
 EAST RIDGE, TENNESSEE
 HAMILTON COUNTY, TENNESSEE**

No.	Revision/Issue	Date

ALL RIGHTS RESERVED
 THIS DRAWING IS THE PROPERTY OF INGRAM, GORE & ASSOCIATES, LLC AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART. THIS DRAWING SHALL NOT BE USED FOR THE CONSTRUCTION OF ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF INGRAM, GORE, & ASSOCIATES, LLC.

Project	18035	Sheet	1
Date	4 20 2026	Scale	AS SHOWN

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

CASE NUMBER: 2026-0083	APPLICANT: Joseph Ingram with Ingram, Gore and Associates	PROPERTY OWNER: Bent Tree Development
PROPERTY ADDRESS: 529 Frawley Rd	TAX MAP PARCEL ID: 170G-A-006.02	JURISDICTION: East Ridge
SIZE OF PROPERTY: 25.81 acres	REQUEST: Rezone from RT-1 Residential Townhouse District to RZ-1 Zero Lot Line Residential District to build single-unit detached residential structures.	

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> City of East Ridge Utility, Single-Unit Attached Residential, and Single-Unit Detached Residential <u>West:</u> Vacant		ACCESS Frawley Road Approximately 1,360 feet from Ringgold Road.
TRANSPORTATION The site is accessed from Frawley Road, an Urban Local Road.	PROPOSED RESIDENTIAL DENSITY 2.98 du/ac	ADJACENT RESIDENTIAL DENSITY 1.82 du/ac north of the site 4.22 du/ac south of the site	NATURAL RESOURCES The West Chickamauga Creek is located along the western property line. The western half of the property is located in the Floodway, covering approximately 1,000 feet depth from the western property line. With the majority of the remainder of the property located in the 100-year and 500-year floodplains.

ZONING

ZONING HISTORY	<ul style="list-style-type: none"> • Case 2019-0052 rezoned this site from A-1 & R-1 to RT-1 to construct a multi-family residential development at 2.2 du/ac (Ordinance #1111). • Case 2014-053 rezoned this site from R-1 Residential District to O-1 Office District (Ordinance #964). • Case 2015-036 rezoned the site adjacent north at 503 Frawley Drive from A-1 and R-1 to RZ-1 with the 2 conditions: <ol style="list-style-type: none"> 1. The development will be single family dwellings only. 2. The lots will be a minimum of 62 feet wide. (Ordinance #986) The objective of the application was to construct a 3.1 du/ac single-unit residential development on 18-acres site and combine it with the adjacent 30-acre site. This combination of sites was planned to create a proposed density for the entire project site at approximately 1.82 du/ac. • Case 2014-020 rezoned the site located north at 511 and 517 Frawley Drive from A-1 and R-1 to RZ-1 with the 2 conditions: <ol style="list-style-type: none"> 3. Each lot will have ten-foot (10) side setbacks 4. Each structure will be a single-family dwelling. (Ordinance #975) The objective of the application was to construct a single-unit residential development on 10 of the available 30 acres at 3.6 du/ac. • Case 2012-0141 rezoned a tract of land located adjacent south at 615 Frawley Road from a-1 and R-1 to RT-1 (Ordinance #935). The objective of the application was to construct 17 townhome lots on 4.5-acres.
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ZONE DISTRICT COMPATIBILITY	USE	CURRENT RT-1 ZONE	PROPOSED RZ-1 ZONE
	Single-Unit Detached Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Single-Unit Attached Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Multi-Unit Residential	<input type="checkbox"/>	<input type="checkbox"/>
	Commercial	<input type="checkbox"/>	<input type="checkbox"/>
	Office	<input type="checkbox"/>	<input type="checkbox"/>
	Institutional	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input type="checkbox"/>
	Warehouse/Storage	<input type="checkbox"/>	<input type="checkbox"/>
	DEVELOPMENT STANDARDS	CURRENT RT-1 ZONE	PROPOSED RZ-1 ZONE
Lot Size	1,350 sf	2,625 sf	
Lot Frontage	18'	35'	
Setbacks	Front: 25' from street Side: Adjacent lot setbacks are 0' or 10' side yards. With 25' from any boundary of the RT-1, except on side yards where RT-1 abutting RZ-1, R-3, R-5 or commercial zone, the minimum side yard requirement is 15' Rear: 25'	Front: 25' from street Side: Adjacent lot setbacks are 0' or 10' side yards. With 25' from any boundary of the RZ-1, except on side yards where an RZ-1 district abuts an RT-1, R-3, R-5 or any commercial zone, the minimum side yard requirement is 15'. Rear: 25'	
Building Height	2 ½ stories or 35'	2 ½ stories or 35'	

DISCUSSION OF STAFF RECOMMENDATION

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	COMPATIBILITY WITH ADJACENT LAND USES The surrounding land uses are a mix of vacant land and residential uses.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> See Comments	COMPATABILITY WITH DEVELOPMENT FORM The surrounding development form is a mix of suburban residential development, with single-unit detached residential structures constructed within a residential district to the north and townhouse style single-unit attached developments within a residential district to the south. West of the property is undeveloped land which falls within the floodway. East of the property across Frawley Road contains single-unit detached residential structures. The request for a residential district for single-unit detached residential structures is compatible with the area's development form.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See Comments	CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT There are no concerns with nuisances.



City of East Ridge

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

Department of Building and Codes

May 20, 2026

TO: Planning Commission Members

FROM: Building and Codes Department

SUBJECT: Rezone from RT-1 to RZ-1

Applicant: Joseph Ingram

Location: 529 Frawley Rd

Tax Map Number: 170G A 006.02

Consider the request by Joseph Ingram, with Ingram Gore and Associates, to have the property at 529 Frawley Rd rezoned from RT-1 residential townhouse district to RZ-1 zero-lot-line residential district. To construct detached single-unit residential structures.

No compatibility challenges were identified.

1. This rezoning request proposes a reduction in density, which would lead to fewer dwelling units per acre. The current zoning designation of RT-1 and proposed 108 units, resulting in a density of 4.04 dwelling units per acre (du/ac). If the request to change the zoning to RZ-1 is approved, the density would decrease to 2.98 du/ac, equating to 77 lots. (-31 lots) Adjacent density to the north is 1.82 du/ac, and to the south is 4.22 du/ac.
 2. The reduction in dwelling units per acre and other general guidelines correspond with Resolution 3517, which outlines guiding principles for the City Council's review of a rezoning request.
 3. The city council recently amended the RT-1 residential townhouse-zoned district through Ordinance 1200. This amendment stipulates that an RT-1 district must be bordered on at least one side by a C-1, C-2, R-2, or R-3 zoning district. This change facilitates better transitional zoning for high-density uses. Currently, the parcel of land does not border any of the aforementioned zoning districts. If it were designated as RZ-1, it would then eliminate the RT-1 non-compatibility with bordering zoning districts per ordinance 1200.
 4. No concerns about nuisances have been identified. The surrounding area features a mix of suburban residential development. To the north, there are single-unit detached homes within a residential district, while to the south, there are townhouse-style attached units. To the west of the property is undeveloped land that lies within the floodway, and to the east, across Frawley Road, there are more single-unit detached residences. The request to establish a residential district for single-unit detached homes is compatible with the existing development in the area.
- **The preliminary plat for the townhome development has been approved by the Planning Commission. The only modification to be made is an increase in the lot sizes, which will now be larger than those previously approved under the RT-1 zoning requirements. The infrastructure will remain unchanged.**

Brian Williams
Mayor

David Tyler
Vice-Mayor

Jacky Cagle
Councilmember

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Councilmember

Jeff Ezell
Councilmember

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City Manager



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RESOLUTION NO. _____

AGENDA MEMORANDUM
Masonry Sand Bid

June 11th, 2026

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

Subject: Request for Sealed Bids – Masonry Sand (Parks and Recreation Department)

The City of East Ridge is requesting sealed bids for the supply of masonry sand for the Parks and Recreation Department for top dressing of fields.

Bids will be received by the City Clerk at East Ridge City Hall, 1517 Tombras Avenue, East Ridge, TN 37412, until **2:30 p.m. on Wednesday, June 17, 2025**, at which time all bids will be publicly opened.

Bid specifications and requirements may be obtained at East Ridge City Hall, Monday through Friday from 8:00 a.m. to 4:30 p.m. (excluding holidays), or by visiting www.eastridgetn.gov.

The Parks and Recreation Department will present the submitted bids to the City Council for final approval on **June 25, 2026**.

SS

RESOLUTION NO. ____

AGENDA MEMORANDUM

**APPROVAL OF STREET DEPARTMENT MATERIALS BIDS
FOR FISCAL YEAR 2026-2027**

JUNE 25, 2026

The City issued a Request for Bids for the following Street Department materials for Fiscal Year 2026-2027:

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

The bid opening will be held on June 16, 2026. Following the bid opening, staff will evaluate all submissions and a recommendation for award will be presented to the City Council at the June 25, 2026 meeting.

RESOLUTION NO. ____

AGENDA MEMORANDUM

BRUSH CHIPPING / GRINDING SERVICES BID

JUNE 25, 2026

The City issued a Request for Bids for Brush Chipping / Grinding Services, which includes routine yard-waste processing as well as on-call emergency response capabilities. The bid opening will be held on June 17, 2026 at 9:00 a.m.

Following the bid opening, staff will evaluate all submissions and a recommendation for award will be presented to the City Council at the June 25, 2026 meeting.