

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

**AGENDA
July 23, 2026
6:00 pm**

1. Call to Order
2. Invocation
3.
 - A. Roll Call
 - B. Milestone Award
4. Approval of Minutes June 25, 2026
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business
 - A. **ORDINANCE NO. 1251** - 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 529 FRAWLEY ROAD, TAX MAP #170G A 006.02, FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT (2nd READING)
9. New Business
 - A. **RESOLUTION NO. 3829** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2026 F-150 PICKUP TRUCK FOR THE STREET DEPARTMENT
 - B. **RESOLUTION NO. 3830** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF A KUBOTA ZERO-TURN LAWN MOWER THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR THE STREET DEPARTMENT
 - C. **RESOLUTION NO. 3831** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF A FELLING EQUIPMENT TRAILER THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR THE STREET DEPARTMENT
 - D. **RESOLUTION NO. 3832** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF A NEW FERRIS MOWER THROUGH THE BUYBOARD COOPERATIVE PURCHASING AGREEMENT
 - E. **RESOLUTION NO. 3833** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF A 2026 JOHN DEERE GATOR THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT

- F. **RESOLUTION NO. 3834** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR ATHLETIC FIELD SUPPLIERS FOR BASEBALL AND SOFTBALL FIELDS AT CAMP JORDAN PARK FOR FISCAL YEAR 2026 - 2027
- G. **RESOLUTION NO. 3835** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR ATHLETIC FIELD SUPPLIERS FOR SOCCER FIELDS AT CAMP JORDAN PARK FOR FISCAL YEAR 2026 – 2027
- H. **RESOLUTION NO. 3836** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A FIVE-YEAR SCHEDULED SERVICE AGREEMENT WITH TRANE U.S. INC. FOR PREVENTATIVE MAINTENANCE OF HVAC SYSTEMS AT THE EAST RIDGE COMMUNITY CENTER
- I. **RESOLUTION NO. 3837** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE FISCAL YEAR 2027 STATEWIDE SCHOOL RESOURCE OFFICER GRANT PROGRAM AND AUTHORIZING SUBMISSION OF A GRANT APPLICATION
- J. **RESOLUTION NO. 3838** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA), RELATED EQUIPMENT, AND AN AIR COMPRESSOR FILL STATION FOR THE EAST RIDGE FIRE DEPARTMENT
- K. **RESOLUTION NO. 3839** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AWARDED THE BID FOR LAWN CARE SERVICES FOR CERTAIN CITY-OWNED PROPERTIES TO APHIX, LLC
- L. Discussion of Tentative Agenda for **August 13, 2026** City Council Meeting (Attachment A)

10. Adjournment

ATTACHMENT A
TENTATIVE AGENDA
August 13, 2026

9. New Business

- A. **PUBLIC HEARING FOR ORDINANCE NO. ____** - Amend Title 9 to add a new Chapter 12 titled Specialty Shops and Amend the East Ridge Zoning Ordinance No. 481 concerning Specialty Shop Establishments
- B. **ORDINANCE NO. ____** - Amend Title 9 to add a new Chapter 12 titled Specialty Shops and Amend the East Ridge Zoning Ordinance No. 481 concerning Specialty Shop Establishments (1st Reading)
- C. **PUBLIC HEARING FOR RESOLUTION NO. ____** - Approval of a mobile food vending overlay district for the property located at 5521 Ringgold Road
- D. **RESOLUTION NO. ____** - Approval of a mobile food vending overlay district for the property located at 5521 Ringgold Road
- E. **PUBLIC HEARING FOR RESOLUTION NO. ____** - Approval of a mobile food vending overlay district for the property located at 1 Stadium Way
- F. **RESOLUTION NO. ____** - Approval of a mobile food vending overlay district for the property located at 1 Stadium Way
- G. **RESOLUTION NO. ____** - Purchase new vehicle for the Building and Codes Department
- H. **RESOLUTION NO. ____** - Purchase six (6) Ford Interceptor SUVs for the Police Department
- I. **RESOLUTION NO. ____** - Appointment to the East Ridge Housing Commission by Councilmember Ezell
- J. **RESOLUTION NO. ____** - Appointment to the East Ridge Housing Commission by Councilmember Witt
- K. **RESOLUTION NO. ____** - Appointment to the Planning Commission by Mayor Williams
- L. **RESOLUTION NO. ____** - Sports Authority Appointment

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

**June 25, 2026
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on June 25, 2026, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Brian Williams called the meeting to order.

City Manager Koral gave the invocation. All present joined in for the Pledge of Allegiance.

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

Absent: Councilmember Jacky Cagle

Public Attendance: Approximately 17 members of the public were present.

Tennessee American Water Presentation

Jon Sparkman, Director of Engineering with Tennessee American Water, presented an update on the identification and verification of lead service lines in the City of East Ridge and answered questions from Council.

Approval of Consent Agenda

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

Communication from Citizens

John Klasing, 530 Frawley Road, expressed concerns related to the rezoning request for 529 Frawley Road including light pollution at the entrance and drainage.

Communication from Councilmembers

Vice Mayor Tyler and Councilmember Ezell reported no comments.

Councilmember Witt expressed appreciation to the Street and Sanitation Departments for their work in her neighborhood and requested a review of the City's brush removal policy.

Mayor Williams invited Parks and Recreation Director Skiles to announce the Parks and Recreation programs and events. He further announced that the Parks and Recreation Department was awarded the 2026 Community Service Award for Tourism Attraction and expressed appreciation to Shawwna Skiles, Chad Ayers, and the entire Parks and Recreation staff. Mayor Williams also announced that the Spring Into Safety event has been rescheduled for July 11, 2026, and highlighted upcoming Library programs. He additionally reported that the "Minutes with the Mayor" event was well attended.

Communication from City Manager

City Manager Koral expressed appreciation to the Street Department, noting crews worked into the early morning hours clearing downed trees and debris following the recent storm. He reported that roadway issues have been identified on North Mack Smith Road and staff are working to determine the cause and appropriate corrective action. Mr. Koral further reported that the City is working with the Southeast Tennessee Development District to pursue a potential Brownfield Site designation for McBrien School through the Environmental Protection Agency. He also shared that he accompanied a sanitation crew to observe collection

services and met with the building maintenance team. Mr. Koral stated that requests for proposals will be issued for website and agenda management services, as well as contracted lawn care services at City Hall. He then noted the upcoming holiday closure and wished residents a safe and happy holiday.

Old Business

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)

Attorney Ritchie read the ordinance caption. Finance Director Qualls reported no changes from first reading. Councilmember Witt moved to approve Ordinance No. 1249. Vice Mayor Tyler seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

PUBLIC HEARING AND SECOND READING - 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)

Attorney Ritchie read the ordinance caption. Mayor Williams opened the public hearing. City Manager Koral reported no changes from first reading. No citizens came forward to address the Council. Mayor Williams closed the public hearing and Council proceeded with the second reading of the ordinance.

Vice Mayor Tyler moved to approve Ordinance No. 1250. Councilmember Witt seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

New Business

PUBLIC HEARING AND FIRST READING - ORDINANCE NO. 1251 - 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 529 FRAWLEY ROAD, TAX MAP #170G A 006.02, FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT (1st READING)

Attorney Ritchie read the ordinance caption. Mayor Williams opened the public hearing.

Chief Building Official Howell reviewed the rezoning request, noting that the proposed change would result in fewer dwelling units. He reported that the Planning Commission recommended approval. Applicant Joseph Ingram stated that market conditions prompted the request for rezoning and indicated plans to address drainage improvements. John Klasing, 530 Frawley Road, addressed the Council regarding the request. During discussion, drainage and property access were considered.

Mayor Williams closed the public hearing and Council proceeded with the first reading of the ordinance.

Councilmember Witt moved to approve Ordinance No. 1251. Vice Mayor Tyler seconded. Following discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3825 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR BRUSH CHIPPING AND GRINDING SERVICES

Attorney Ritchie read the resolution caption. City Manager Koral stated that the contract with the previous vendor expired and staff recommends awarding the contract to Lumberjacks Tree Service. Vice Mayor Tyler moved to approve Resolution No. 3825. Councilmember Witt seconded. Following brief discussion, Mayor

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

RESOLUTION NO. 3826 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR STREET DEPARTMENT MATERIALS FOR FISCAL YEAR 2026 – 2027

Attorney Ritchie read the resolution caption. Street Department Supervisor Vaughn reviewed the bids received. Vice Mayor Tyler moved to approve Resolution No. 3826. Councilmember Witt seconded. Following brief discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3827 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR MASONRY SAND TO TOP DRESS ATHLETIC FIELDS AT CAMP JORDAN PARK FOR FISCAL YEAR 2026 – 2027

Attorney Ritchie read the resolution caption. Parks and Recreation Director Skiles stated that one bid was received from TJ Hunt, LLC and recommended awarding the bid to the respondent. Vice Mayor Tyler moved to approve Resolution No. 3827. Councilmember Ezell seconded. Following brief discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

RESOLUTION NO. 3828 - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL CANCELLING THE JULY 9, 2026 CITY COUNCIL MEETING

Attorney Ritchie read the resolution caption. City Manager Koral stated that a majority of Council will be attending an official conference and a quorum will not be present to conduct business. Councilmember Witt moved to approve Resolution No. 3828. Vice Mayor Tyler seconded. Following brief discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

Discussion of Tentative Agenda for the July 23, 2026 City Council Meeting (See Attachment A)

**ATTACHMENT A
TENTATIVE AGENDA**

July 23, 2026

Old Business

ORDINANCE NO. 1251 - 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 529 FRAWLEY ROAD, TAX MAP #170G A 006.02, FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT (2nd READING)

No discussion.

New Business

RESOLUTION NO. ____ - Purchase of a new Ferris mower through the BuyBoard Cooperative Purchasing Agreement for the Parks and Recreation Department

Parks and Recreation Director Skiles stated that the new mower would replace a previously surplused mower.

RESOLUTION NO. ____ - Purchase a 2026 John Deere Gator through the Sourcewell Cooperative Purchasing Agreement for the Parks and Recreation Department

Parks and Recreation Director Skiles stated the purchase of an electric 2026 John Deere Gator will provide a quieter, zero-emissions alternative to existing gas-powered units and is expected to reduce maintenance and fuel costs. The cost difference between the electric and gas models is approximately \$2,000, with comparable life expectancy.

RESOLUTION NO. ____ - Approval of bid for athletic field equipment and field maintenance supplies for the baseball and softball fields at Camp Jordan Park

Parks and Recreation Director Skiles reported that the department is currently accepting sealed bids for athletic field supplies for the City's baseball and softball fields.

RESOLUTION NO. ____ - Approval of bid for athletic field supplies for the soccer fields at Camp Jordan Park

Parks and Recreation Director Skiles stated the department is currently accepting bids for athletic field supplies for the soccer fields.

Adjournment

There being no further business, the June 25, 2026 Regular Meeting of the City Council of the City of East Ridge was adjourned at 7:11 p.m.

APPROVED:

MAYOR

CITY CLERK

ORDINANCE NO. 1251

AGENDA MEMORANDUM

Rezone

Date: June 25th, 2026

Submitted by:

A handwritten signature in blue ink, appearing to read 'Michael Howell', is written over a horizontal line.

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.

ORDINANCE NO. 1251

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 529 FRAWLEY ROAD, TAX MAP #170G-A-006.02, FROM RT-1 RESIDENTIAL TOWNHOME DISTRICT TO RZ-1 ZERO LOT LINE RESIDENTIAL DISTRICT

WHEREAS, Joseph Ingram petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 529 Frawley Road, Tax Map #170G-A-006.02, from RT-1 Residential Townhome District to RZ-1 Zero Lot Line Residential District. The property is more particularly described as follows:

All that certain tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee, as described in Deed Book 11763, Page 126, in the Register's Office of Hamilton County, Tennessee. Tax Map #170G-A-006.02.

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on June 1, 2026, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition with conditions on June 1, 2026; and

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

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

WHEREAS, the East Ridge City Council held a public hearing on June 25, 2026, at which time all interested parties were given an opportunity to be heard.

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

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 529 Frawley Road, Tax Map #170G-A-006.02, from RT-1 Residential Townhome District to RZ-1 Zero Lot Line Residential District, for such uses consistent with such zoning.

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

Approved on First Reading _____, 2026

Approved on Second Reading _____, 2026

Brian W. Williams, Mayor

ATTEST:

Brian Koral, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



Zoning Change Application Form

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			
Rezone From: RT-1		Rezone To: RZ-1	Total acres in request area: 25.81
2 Applicant Requested Conditions		Yes: ☒	No: ☐
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:	
☐ If the Applicants Information is the same as the Property Owners, please check the box to the left.			
8 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.			
Name: 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: See Submitted Application		Date: _____	
Office Use Only:			
Checklist			
☒ Application	☒ Site Plan	☒ Ownership Authorization	
☒ Property Cards	☒ Deeds	☒ Plats	
☒ Application Fee: \$770	☐ Cash	☒ Credit	☐ Check
☒ 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

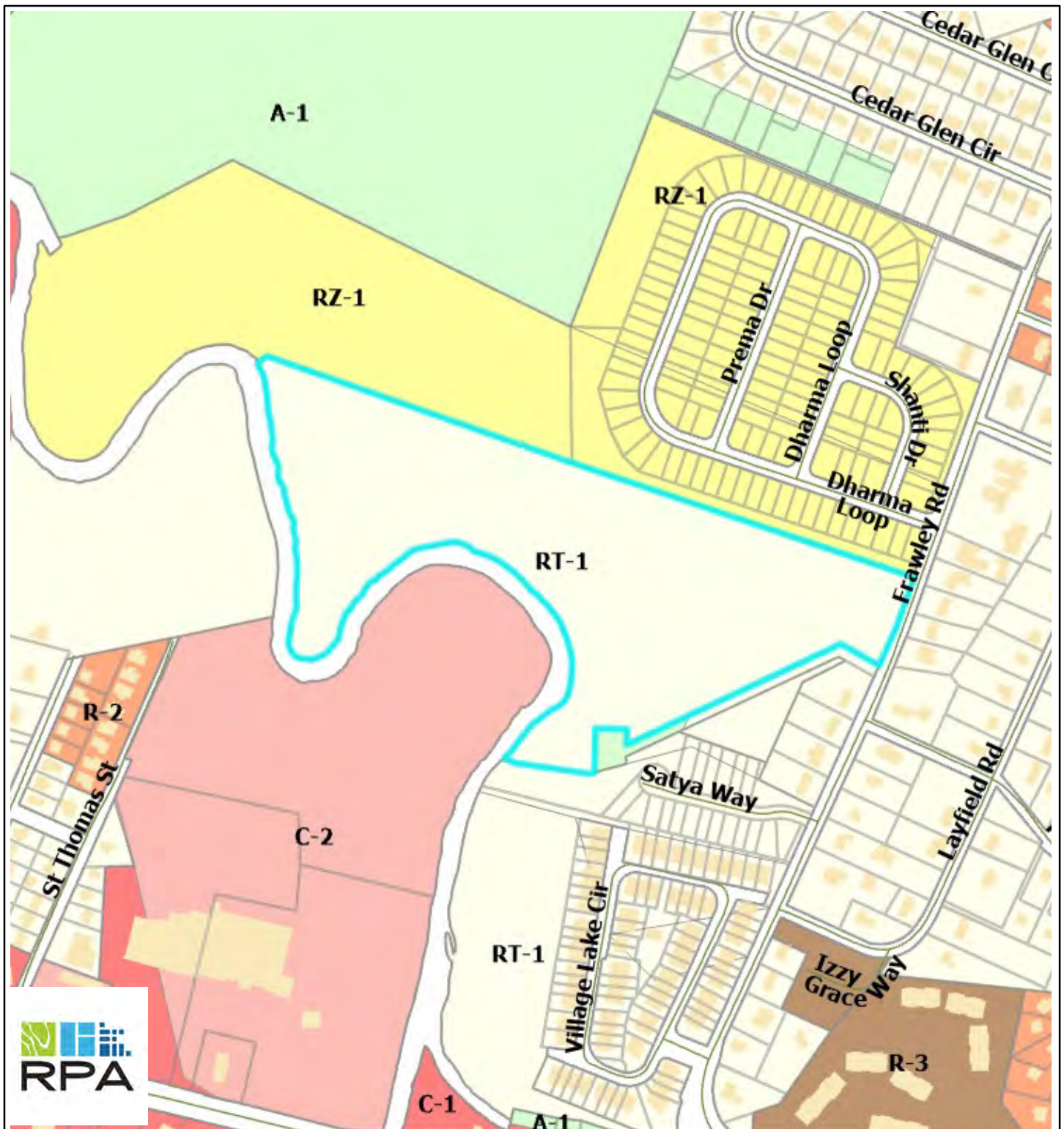
The applicant seeks to down zone the above property from RT-1 to RZ-1 to build single-family homes in lieu of building the approved townhomes. The site was zoned originally to be a compliment to Garland Estates I with single level townhomes on a private gated drive. The number of units shown on the original 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.

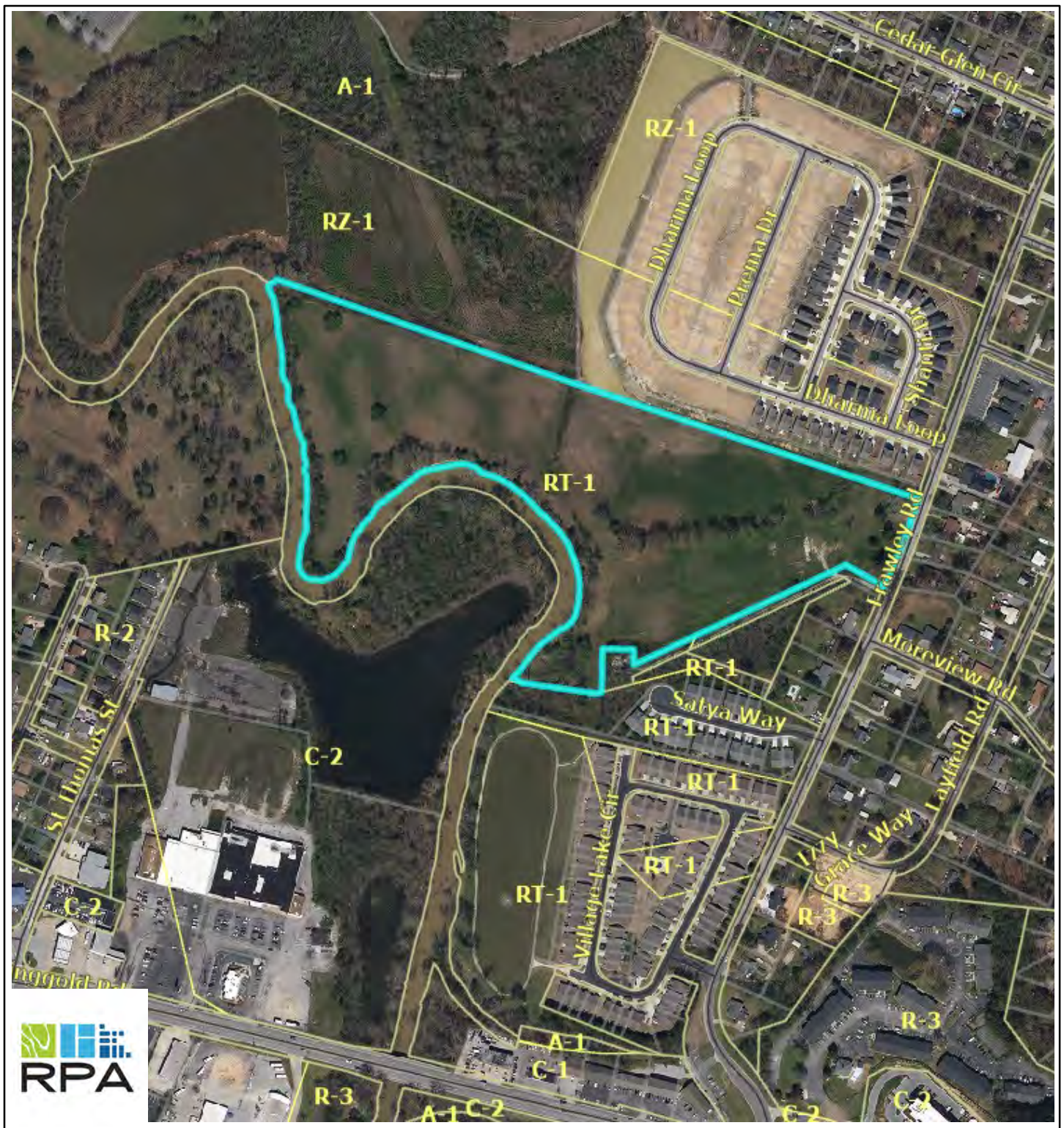
The request will propose a condition that no building will be within 25' of the peripheral boundary on all sides.

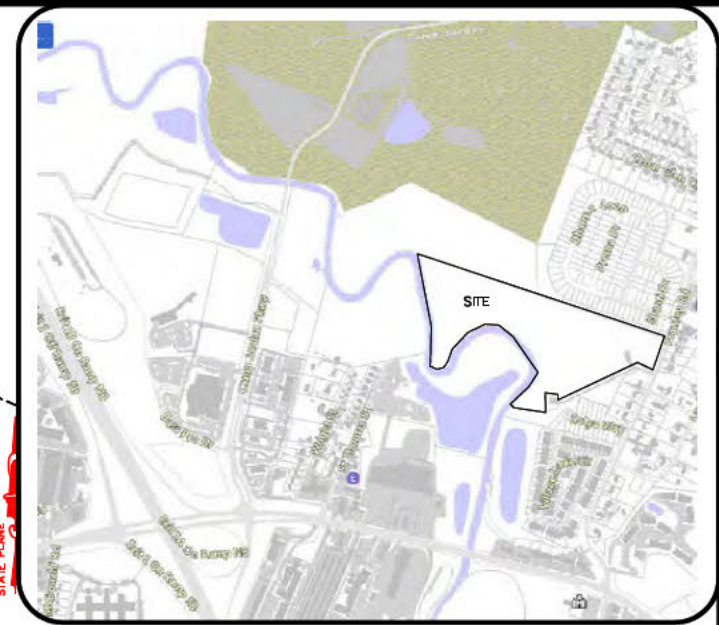
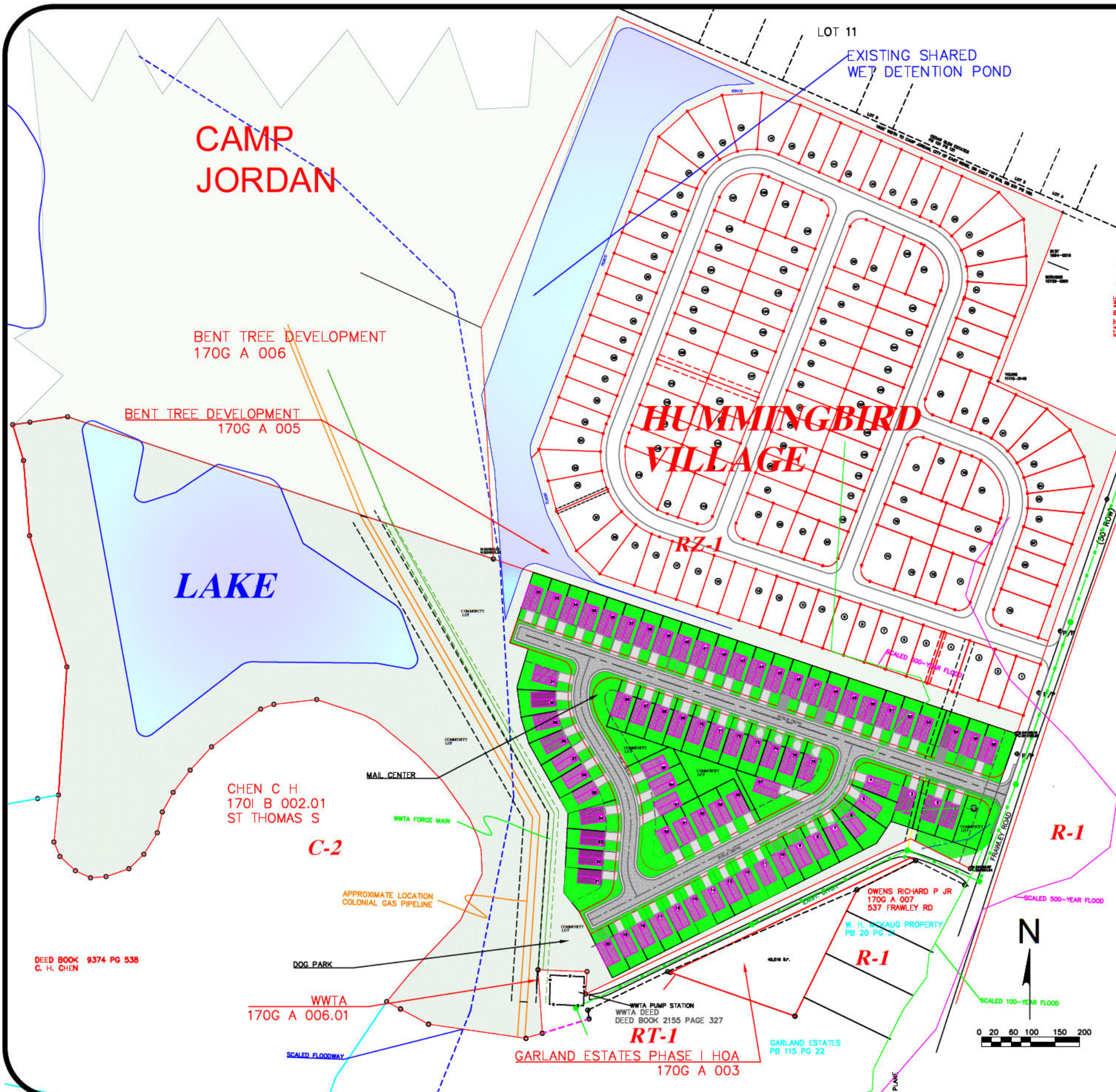
With the peripheral buffer it is also requested that two variances be approved to bring the development in line with similar zoning in the Chattanooga region.

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 WWTA 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
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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	- 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: - The development will be single family dwellings only. - 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: - Each lot will have ten-foot (10) side setbacks - 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	☒	☒
	Single-Unit Attached Residential	☒	☒
	Multi-Unit Residential	☐	☐
	Commercial	☐	☐
	Office	☐	☐
	Institutional	☒	☒
	Lodging	☐	☐
	Warehouse/Storage	☐	☐
	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			
☒ Yes ☐ No ☐ See Comments	COMPATIBILITY WITH ADJACENT LAND USES The surrounding land uses are a mix of vacant land and residential uses.		
☒ Yes ☐ No ☐ 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.		
☐ Yes ☒ No ☐ 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

Andrea Witt
Councilmember

Jeff Ezell
Councilmember

Brian Koral
City Manager



Add a Caption

Friday • May 15, 2026 • 2:34 PM

[Adjust](#)

RESOLUTION NO. 3829

AGENDA MEMORANDUM

**PURCHASE OF A 2026 FORD F-150
FOR THE STREET DEPARTMENT**

JULY 23, 2026

The Street Department is requesting City Council's approval to purchase a new 2026 Ford F-150 XL 4x4 Pickup Truck from Lonnie Cobb Ford. The vehicle will replace an existing Street Department truck that is in poor condition and will provide four-wheel drive capability for use during severe weather events and daily operational needs.

The total quoted purchase price after fleet discount is \$45,086.00. The purchase is included in the Fiscal Year 2027 Budget.

RESOLUTION NO. 3829

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING
THE PURCHASE OF A 2026 FORD F-150 PICKUP
TRUCK FOR THE STREET DEPARTMENT**

WHEREAS, the City of East Ridge Street Department has identified the need to replace an existing truck that is in poor condition and has experienced significant wear and tear; and

WHEREAS, the Street Department has determined that a four-wheel-drive pickup truck is necessary to support departmental operations, including use during severe weather conditions; and

WHEREAS, Lonnie Cobb Ford has provided a quote for a 2026 Ford F-150 XL 4x4 Regular Cab Pickup Truck in the amount of Forty-Five Thousand Eighty-Six Dollars (\$45,086.00) after applicable fleet discount; and

WHEREAS, funding for the purchase of this vehicle is included in the City's approved Fiscal Year 2027 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESEE, hereby authorizes the purchase of one (1) 2026 Ford F-150 XL 4x4 Regular Cab Pickup Truck from Lonnie Cobb Ford in the amount of \$45,086.00.

BE IT FURTHER RESOLVED that the City Manager or their designee is authorized to take all necessary actions and complete all necessary paperwork to complete said purchase in accordance with applicable procurement policies and procedures.

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

Adopted this ____ day of _____ 2026.

Brian W. Williams, Mayor

Attest:

Brian Koral, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

CITY OF EAST RIDGE
VEHICLE REQUEST
BUDGET YEAR 2026 - 2027

DEPARTMENT: Street		FUND:	
<u> </u>	NEW		
X	REPLACEMENT FOR VEHICLE/EQUIPMENT #: 3		
VEHICLE TYPE: (v)		INFORMATION ON VEHICLE/EQUIPMENT BEING REPLACED	
<u> </u>	Sedan 2 Door	<u>2012</u>	Age of Vehicle/Equipment Being Replaced
<u> </u>	Sedan 4 Door	<u> </u>	Units of Use to Date (hours, miles, etc.)
<u> </u>	Cruiser	<u> </u>	Total Operating/Maintenance Costs to Date
<u> </u>	SUV	<u> </u>	Actual FYE 26 – 27 Maintenance Cost
<u> </u>	Van	<u> </u>	Actual FYE 26 – 27 Operating Cost
<u> X </u>	½ Ton Truck		
<u> </u>	¾ Ton Truck		Estimated FYE 26 – 27 Maintenance Cost
<u> </u>	Sanitation Front Loader	<u> </u>	Estimated FYE 26 – 27 Operating Cost
<u> </u>	Sanitation Rear Loader	<u> </u>	
<u> </u>	Other: _____		
LIST OF SPECIAL FEATURES, NOT STANDARD: Equipment group 103A high (see attached) , Engine 5.0L V8 4x4 , Electronic Locking w/3.73 axle ratio , class IV trailer hitch receiver w/skid plates, cab steps, spray in bedliner, front & rear led lights, mini led lightbar, tool box		SPECIFIC DESCRIPTION AND CONDITION OF ITEM BEING REPLACED: Poor condition	
JUSTIFICATION/DESCRIPTION:		RECOMMENDED DISPOSITION OF REPLACED ITEM: (v)	
4 wheel drive (for severe weather), #3 truck is 2 wheel drive and has a lot of wear & tear from over the years.		<u> </u>	Sell by Sealed Bid
		<u> </u>	Sell at Auction
		<u> </u>	Retain as Backup
		<u> </u>	Dismantle and Use for Parts
		<u> </u>	Junk
		<u> X </u>	Other : Donate to Sanitation Department
PURCHASE OPTION NEW VEHICLE/EQUIPMENT:			
<u>\$45,086</u>	Purchase Price		
<u> </u>	Estimated Useful Life		
<u> </u>	Estimate Use During 2023 – 2024		
<u> </u>	Estimated Operating Cost During 2023 – 2024		



Prepared by: STEVEN BLACKSTOCK
10/22/2025

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

Re: Vehicle Proposal 10/22/2025

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

SWC 209
Lonnie Cobb Ford contract # 88764



Prepared by: STEVEN BLACKSTOCK
10/22/2025

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles
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Powertrain Warranty

Powertrain warranty	60 months/60,000 miles
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Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited
--------------------------------	---------------------

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles
-------------------	------------------------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
10/22/2025

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

As Configured Vehicle

Code	Description	MSRP
F1L	Base Vehicle Price (F1L)	\$44,345.00
103A	Equipment Group 103A High <i>Includes:</i> - Engine: 5.0L V8 <i>Includes auto start-stop technology.</i> - 50-State Emissions <i>Standard equipment on 2.7L (99P) and 5.0L V8 (995). Automatically added to 3.5L EcoBoost (998) and 3.5L PowerBoost full hybrid (99D) orders from dealers located in the following California, Massachusetts, New York, Oregon, Pennsylvania, Vermont, Washington. Available 3.5L EcoBoost (998), 3.5L PowerBoost Full Hybrid (99D) and 3.5L EcoBoost High Output (99G) option for dealers in Federal states for all order types (retail / stock / fleet): Arizona, Connecticut, Delaware, Idaho, Maine, Maryland, Montana, New Hampshire, New Jersey, Nevada, Ohio, Rhode Island and West Virginia. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for fleet orders with "Ship-To" addresses in California emissions states.</i> - Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i> - Electronic Locking w/3.73 Axle Ratio - GVWR: 6,450 lbs Payload Package - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM Stereo w/SiriusXM 360L <i>Includes 4 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i> - Ford Connectivity Package (1-Year Included) <i>Includes (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i> - Interior Work Surfaces - Chrome Bumpers - LED Fog Lamps - Rear Window Fixed Privacy Glass w/Defroster	\$1,195.00
995	Engine: 5.0L V8 <i>Includes auto start-stop technology.</i> <i>Includes:</i> - 50-State Emissions	Included

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Prepared by: STEVEN BLACKSTOCK

10/22/2025

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Standard equipment on 2.7L (99P) and 5.0L V8 (995). Automatically added to 3.5L EcoBoost (998) and 3.5L PowerBoost full hybrid (99D) orders from dealers located in the following California, Massachusetts, New York, Oregon, Pennsylvania, Vermont, Washington. Available 3.5L EcoBoost (998), 3.5L PowerBoost Full Hybrid (99D) and 3.5L EcoBoost High Output (99G) option for dealers in Federal states for all order types (retail / stock / fleet); Arizona, Connecticut, Delaware, Idaho, Maine, Maryland, Montana, New Hampshire, New Jersey, Nevada, Ohio, Rhode Island and West Virginia. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for fleet orders with "Ship-To" addresses in California emissions states.</i>	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
XL6	Electronic Locking w/3.73 Axle Ratio	Included
STDGV	GVWR: 6,450 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
122WB	122" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included
	<i>Includes 4 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	
	<i>Includes:</i> - Ford Connectivity Package (1-Year Included) <i>Includes (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i>	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
10/22/2025

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
924	Rear Window Fixed Privacy Glass w/Defroster	Included
153	Front License Plate Bracket <i>Standard in states where required by law, optional to all others.</i>	N/C
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions <i>Standard equipment on 2.7L (99P) and 5.0L V8 (995). Automatically added to 3.5L EcoBoost (998) and 3.5L PowerBoost full hybrid (99D) orders from dealers located in the following California, Massachusetts, New York, Oregon, Pennsylvania, Vermont, Washington. Available 3.5L EcoBoost (998), 3.5L PowerBoost Full Hybrid (99D) and 3.5L EcoBoost High Output (99G) option for dealers in Federal states for all order types (retail / stock / fleet): Arizona, Connecticut, Delaware, Idaho, Maine, Maryland, Montana, New Hampshire, New Jersey, Nevada, Ohio, Rhode Island and West Virginia. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for fleet orders with "Ship-To" addresses in California emissions states.</i>	Included
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
4 leds	Front and rear LED's <i>(2) LED's mounted to front grill LED strip under tailgate</i>	\$825.00
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
toolbox	toolbox <i>diamond plate cross box toolbox</i>	\$595.00
spray in bedlin	spray in bedliner	\$595.00
mlb	mini led lightbar <i>Mini LED Amber Lightbar</i>	\$895.00
SUBTOTAL		\$49,025.00

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Prepared by: STEVEN BLACKSTOCK
10/22/2025

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$2,595.00
TOTAL		\$51,620.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK
10/22/2025

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$44,345.00
Options	\$1,195.00
Colors	\$0.00
Upfitting	\$3,485.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,595.00
Subtotal	\$51,620.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$6,534.00
Total		\$45,086.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

RESOLUTION NO. 3830

AGENDA MEMORANDUM

**PURCHASE OF KUBOTA ZERO-TURN LAWN MOWER
FOR THE STREET DEPARTMENT**

JULY 23, 2026

The Street Department is requesting City Council's approval to purchase a Kubota 60-inch Zero-Turn Lawn Mower. The mower will replace an existing 60-inch Spartan Zero-Turn Lawn Mower that has experienced frequent breakdowns and increased maintenance issues over the last several years. The mower is intended to support routine maintenance and right-of-way maintenance operations throughout the City.

Kubota of Chattanooga, through the Sourcewell cooperative purchasing contract, provided a quote in the amount of \$12,907.72. The purchase is included in the Fiscal Year 2027 Budget.

RESOLUTION NO. 3830

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING
THE PURCHASE OF A KUBOTA ZERO-TURN LAWN
MOWER THROUGH THE SOURCEWELL
COOPERATIVE PURCHASING AGREEMENT FOR
THE STREET DEPARTMENT**

WHEREAS, the City of East Ridge Street Department utilizes mowing equipment for the maintenance of public rights-of-way, City properties, and other public areas; and

WHEREAS, the Street Department has identified the need to replace an existing 60-inch Spartan Zero-Turn Lawn Mower due to recurring breakdowns and maintenance issues; and

WHEREAS, Kubota of Chattanooga has provided a quote for a Kubota ZG327RPANC-60R 60-inch Zero-Turn Lawn Mower in the amount of Twelve Thousand Nine Hundred Seven Dollars and Seventy-Two Cents (\$12,907.72) through the Sourcewell cooperative purchasing program; and

WHEREAS, funding for the purchase of this vehicle is included in the City's approved Fiscal Year 2027 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, hereby authorizes the purchase of one (1) Kubota 60-inch Zero-Turn Lawn Mower from Kubota of Chattanooga in an amount not to exceed \$12,907.72.

BE IT FURTHER RESOLVED that the City Manager or their designee is authorized to take all necessary actions and complete all necessary paperwork to complete said purchase in accordance with applicable procurement policies and procedures.

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

Adopted this ____ day of _____ 2026.

Brian W. Williams, Mayor

Attest:

Brian Koral, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

CITY OF EAST RIDGE
CAPITAL OUTLAY REQUEST
BUDGET YEAR 2026 - 2027

DEPARTMENT: Street Department		FUND:	
ITEM/PROJECT NAME: Kubota Lawn Mower		PRIORITY RATING:	
UNITS REQUESTED: 1	NUMBER OF SIMILAR UNITS ON HAND: 3		
DESCRIPTION OF ITEM/PROJECT: 60" Kubota Zero Turn Lawn Mower (ZG327RPANC-60R)			
EXPLAIN NEED FOR THIS EXPENDITURE: (v)			
☐ SCHEDULED REPLACEMENT ☒ REPLACE WORN OUT EQUIPMENT ☐ PRESENT EQUIPMENT OBSOLETE ☐ CUT PERSONNEL TIME	☐ EXPANDED SERVICE ☐ NEW OPERATION ☐ INCREASED SAFETY REPLACEMENT ☐ ADDITIONAL		
IF REPLACEMENT, DESCRIBE ITEM TO BE REPLACED:		DISPOSITION OF ITEM REPLACED: (v)	
60" Spartan Zero Turn Lawn Mower		☒ SALE ☐ TRADE IN ☐ SCRAP ☐ OTHER DEPT. USE	
JUSTIFY NEED FOR THIS ITEM, INCLUDING USE: To replace the older mower that has had a lot of brake down issues over the last couple of years.			
WILL REQUESTED EXPENDITURE REQUIRE ADDITIONAL PERSONNEL: ____ YES ☒ NO If yes, explain:			
COST BREAKDOWN:	Estimated Useful Life: Estimated Cost: Less Trade In: Net Cost:		<u>10 yrs.</u> <u>\$12,907.72</u> _____ _____
COMPARABLE PRICE QUOTES:	VENDOR NAME:		VENDOR QUOTE:
	_____		_____
	_____		_____
	_____		_____

-- Standard Features --

-- Custom Options --



ZG300 Series

ZG327RPANC-60R

*** EQUIPMENT IN STANDARD MACHINE ***

NOT FOR SALE IN THE STATE OF CALIFORNIA

GASOLINE ENGINE

Kubota KGZ770-E2-M1
 Overhead Valve - air cooled
 2 Cylinders
 ^ 26 HP @ 3600 rpm

SAFETY EQUIPMENT

Electric Key Shut Off
 Control Lever Safety Switch
 Parking Brake Safety Switch
 Foldable ROPS

TRANSMISSION

(2) HST w/ Gear Reduction
 Brake-Wet Multi Disks
 Forward Speeds 0 - 10.6 mph
 Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 75.4"
 Length 87.8"
 Width Overall (ZG327P) 75.2"
 (ZG327RP) 63.1"
 Wheelbase 55.5"

STEERING / MOTION CONTROL

(2) Hand Levers

OPERATING FEATURES

Zero Turn Radius
 Dual Element Air Filter
 Hydraulic Hands-free Deck Lift
 Hands-free Parking Brake
 Cup Holder
 Deluxe Seat w/ 4 Adjustments

POWER TAKE OFF

Shaft Drive
 Hydraulic Independent PTO
 Clutch
 Wet Single Disk

FLUID CAPACITY

Fuel Tank 12.9 gal
 Crankcase w/ Filter 2.1 qts
 Transmission Case and
 Axle Gear 12.8 qts

MOWERS

60" Rear Discharge Deck
 7 Gauge, 5.0" Deep Deck Design
 Fabricated, 1-5" Cutting Height
 Adjustment, 1/4" Increments
 3 Blades
 Bolt on Skid Bars

^ Manufacturer's Estimate

TIRES AND WHEELS

Front Semi Pneumatic 15 x 6.00 - 6
 Rear Pneumatic 26 x 12.0 - 12

ZG327RPANC-3-60R Base Price: \$15,699.00

Configured Price: \$15,699.00

Sourcewell Discounts:

Kubota Items: (\$3,453.78)

Total Discount: (\$3,453.78)

SUBTOTAL: \$12,245.22

Kubota Item Fees:

Dealer Assembly: \$0.00

Freight Cost: \$262.50

PDI: \$400.00

Total Unit Price: \$12,907.72

Quantity Ordered: 1

Final Sales Price: \$12,907.72

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

RESOLUTION NO. 3831**AGENDA MEMORANDUM****PURCHASE OF FELLING EQUIPMENT TRAILER
FOR THE STREET DEPARTMENT****JULY 23, 2026**

The Street Department is requesting City Council's approval to purchase a 23-foot Felling Equipment Trailer. The trailer will replace an existing 12-foot equipment trailer that is approximately 28 years old. The replacement trailer will provide increased capacity and versatility for Street Department operations. The new trailer is capable of hauling up to 16,000 pounds and can be used to transport various pieces of City equipment, including the asphalt roller, skid steer, and mini excavator.

A quote was obtained through the Sourcewell cooperative purchasing program from Felling Trailers, Inc., with delivery through Chattanooga Trailer & Rental, Inc., in the total amount of \$12,705.48, including freight. The purchase is included in the Fiscal Year 2027 Budget.

RESOLUTION NO. 3831

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING
THE PURCHASE OF A FELLING EQUIPMENT
TRAILER THROUGH THE SOURCEWELL
COOPERATIVE PURCHASING AGREEMENT FOR
THE STREET DEPARTMENT**

WHEREAS, the City of East Ridge Street Department utilizes equipment trailers to transport heavy equipment necessary for the maintenance and improvement of streets, rights-of-way, and public infrastructure; and

WHEREAS, the Street Department has identified the need to replace an existing 12-foot equipment trailer that is approximately twenty-eight (28) years old and has developed structural deterioration, including rusted components that present safety concerns; and

WHEREAS, Felling Trailers, Inc., through the Sourcewell cooperative purchasing contract, has submitted a quotation for the purchase of one (1) 23-foot Felling Equipment Trailer in the amount of Twelve Thousand Seven Hundred Five Dollars and Forty-Eight Cents (\$12,705.48), including freight; and

WHEREAS, funding for the purchase of this vehicle is included in the City's approved Fiscal Year 2027 Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, hereby authorizes the purchase of one (1) 23-foot Felling Equipment Trailer from Felling Trailers, Inc., through the Sourcewell cooperative purchasing program in an amount not to exceed \$12,705.48.

BE IT FURTHER RESOLVED that the City Manager or their designee is authorized to take all necessary actions and complete all necessary paperwork to complete said purchase in accordance with applicable procurement policies and procedures.

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

Adopted this ____ day of _____ 2026.

Brian W. Williams, Mayor

Attest:

Brian Koral, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

**CITY OF EAST RIDGE
CAPITAL OUTLAY REQUEST
BUDGET YEAR 2026 - 2027**

DEPARTMENT: Street Department		FUND:	
ITEM/PROJECT NAME: Felling Trailer		PRIORITY RATING:	
UNITS REQUESTED: 1	NUMBER OF SIMILAR UNITS ON HAND: 3		
DESCRIPTION OF ITEM/PROJECT: 23' Felling Equipment Trailer			
EXPLAIN NEED FOR THIS EXPENDITURE: (v)			
☐ SCHEDULED REPLACEMENT ☒ REPLACE WORN OUT EQUIPMENT ☐ PRESENT EQUIPMENT OBSOLETE ☐ CUT PERSONNEL TIME	☐ EXPANDED SERVICE ☐ NEW OPERATION ☐ INCREASED SAFETY REPLACEMENT ☐ ADDITIONAL		
IF REPLACEMENT, DESCRIBE ITEM TO BE REPLACED:		DISPOSITION OF ITEM REPLACED: (v)	
12' Equipment trailer that is almost 28 yrs old, that we use to pull asphalt roller, tongue on front of it is rusted out & some of the support beams. It has started to be a safety issue pulling it with that weight on it.		☒ SALE ☐ TRADE IN ☐ SCRAP ☐ OTHER DEPT. USE	
JUSTIFY NEED FOR THIS ITEM, INCLUDING USE: This trailer is longer, plus we can use this one to pull any one of the pieces of equipment that we have (asphalt roller, skid steer, mini excavator) this trailer is able to haul up to 16,000 pounds.			
WILL REQUESTED EXPENDITURE REQUIRE ADDITIONAL PERSONNEL: ☐ YES ☒ NO If yes, explain:			
COST BREAKDOWN:	Estimated Useful Life: Estimated Cost: Less Trade In: Net Cost:		<u>20 yrs.</u> <u>\$12,705.48</u> _____ _____

COMPARABLE PRICE QUOTES:	VENDOR NAME:	VENDOR QUOTE:
	_____	_____
	_____	_____
	_____	_____

(January 2020)

ATTENTION: Kevin Mowery

Contract Quote Valid for 30

Reference No: 268718JWW

Ship To:
 City of East Ridge
 1517 Tombras Avenue
 East Ridge, Tennessee 37412

Phone:
 423-867-7711

Days

Bill to:
 Chattanooga Trailer & Rental,
 Inc.
 7445 Lee Hwy
 Chattanooga, Tennessee 37421

Customer Unit/Stock:
Phone:
 423-899-1744

PO#
Quote Date 02/03/2026
Order Date

Sales Person
Contract Discount
Felling Contract

Jason Worley
 12%
 Sourcewell -
 092922-FTS
 Net Due 30 Days

Appx Completion 20 (weeks)
Other Charge
Product ID

FT-12 DDPT Drop Deck -
 Tilt

Order Status Quote

Addtl Disc/Terms

Serial No

Shipping Notes:

Drawing No:

OVL Length: 23

Notes: City of East Ridge Sourcewell Member #99529

Copy No:

Appx Wgt +/-:

Part No:

3,250 lbs

MRP No:

Smart No: 51423

Item Type	Options	Description	Add Qty	Unit	Total Qty	Total Amt
Base Trailer		FT-12 DDPT		Each	0	\$12,580.00
Deck Length		Add Tilt Deck Length		Feet	14	\$0.00
Dovetail		4' Length Standard		Opt	4	\$0.00
Frame Type		Pan Style with 10" Sides		Std	1	\$0.00
Deck Type		Pressure Treated Wood		Std	1	\$0.00
Appx Deck Height		15" Loaded, 17" Unloaded (Drop Axles)		Inches	1	\$0.00
Width		102" OD, 79" ID		Std	1	\$0.00
Tie Downs		D-Rings, 5/8" Straight		Each	6	\$0.00
Tie Downs		Corner Ties		Std	2	\$0.00
Brakes		Electric, FSA (Fwd Self Adj) On All Axles		Std	1	\$0.00
Axles		6K, Drop		Std	2	\$0.00
Axles, Acc		EZ-Lube Hubs		Std	1	\$0.00
Suspension		Spring		Std	1	\$0.00
Tires & Wheels		ST235/80R 16 E, 8 Bolt [16 x 6] Mod		Std	4	\$0.00
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5	\$0.00
Hitch Type		2 5/16" Ball Adjustable, [B] 21,000 lb Plate Mount		Std	1	\$0.00
Jack		12K w/ Spring Loaded Drop Leg, Side Wind		Std	1	\$0.00
Plug		7 Pole RV		Each	1	\$0.00
Lights		LED Lights (Peterson), Sealed Wiring Harness (Sealco)		Std	1	\$0.00
Trailer Color		Felling Black # CCA945378 (White Felling Decal)		Std	1	\$0.00
Standard		18" Approach Plate		Std	1	\$0.00
Standard		3/8" Safety Chains, Grade 70		Std	1	\$0.00
Standard		Document Holder		Std	1	\$0.00
Option	✓	Toolbox, Medium 57" x 16" x 11", Bolt on with Lockable Cover, 4.9 Cu Ft		Each	1	\$541.00
GVWR		13,800 lbs		Std	1	\$0.00



**MSO's are not released until
 Payment Received**



****FOB IF NO FREIGHT charged****

**** FET Tax may apply on 26,000 lb GVWR
 and above ****

****State and Local taxes may not be
 reflected in quoted price****

Please sign and date your acceptance of this quote:

Standard List Price:	\$13,121.00
Contract Discount:	\$1,574.52
Sub Total:	\$11,546.48
Net Cost:	\$11,546.48

Contract Freight:	\$1,159.00
Offload/Set Up Fee:	
Applicable Taxes/Fees:	
Tariff Surcharge:	\$0.00
TOTAL U.S.D.	\$12,705.48

RESOLUTION NO. 3832

AGENDA MEMORANDUM
PURCHASE OF A NEW MOWER
July 23, 2026

Submitted By:

Shawnna Skiles

Shawnna Skiles, Parks and Recreation Director

SUBJECT: Approval Request – Annual Mower Purchase

The Parks and Recreation Department seeking approval to purchase a Ferris mower (72” cutting width, 40 HP Briggs & Stratton Vanguard) in the amount of \$16,068.17 through the BuyBoard Cooperative Purchasing Agreement #806-26, valid through May 31, 2029. This is a budgeted item.

The mower includes a 4-year/500-hour warranty and the Mow Pro Advantage Package, which provides loaner equipment, overnight parts delivery, and priority service.

This purchase replaces a Toro Reel Mower 5500-D that was surplused in February 2026 due to wear and maintenance needs.

Attachments:

- Chattanooga Tractor & Equipment

SS

RESOLUTION NO. 3832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE PURCHASE OF A NEW FERRIS MOWER THROUGH THE BUYBOARD COOPERATIVE PURCHASING AGREEMENT

WHEREAS, the Parks and Recreation Department is responsible for maintaining the City's parks, athletic fields, and other recreational properties; and

WHEREAS, the Parks and Recreation Department has identified the need to purchase a new commercial mower to support continued maintenance operations and ensure efficient groundskeeping services; and

WHEREAS, the proposed purchase consists of a Ferris commercial mower with a 72-inch cutting width and a 40-horsepower Briggs & Stratton Vanguard engine at a cost of Sixteen Thousand Sixty-Eight Dollars and Seventeen Cents (\$16,068.17); and

WHEREAS, the purchase will be made through the BuyBoard Cooperative Purchasing Agreement No. 806-26; and

WHEREAS, the mower includes a four-year/500-hour warranty and the Mow Pro Advantage Package, providing loaner equipment, overnight parts delivery, and priority service; and

WHEREAS, this purchase is a budgeted expenditure and will replace a Toro Reel Mower 5500-D that was declared surplus in February 2026 due to age, wear, and increasing maintenance requirements; and

WHEREAS, the City Council finds that the purchase of this equipment is necessary and in the best interest of the City to maintain the quality and appearance of municipal parks and recreational facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is authorized to purchase one (1) Ferris commercial mower with a 72-inch cutting width and 40-horsepower Briggs & Stratton Vanguard engine from Chattanooga Tractor & Equipment in the amount of \$16,068.17 through the BuyBoard Cooperative Purchasing Agreement No. 806-26.

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



Chattanooga Tractor & Equipment
2034 E. Polymer Drive
Chattanooga, TN 37421
Phone: 423.892.5725
Fax: 432.899.2262
Website: Chattanoogatractor.com

QUOTE UQ101538

Sold To: CAMP JORDAN 323 CAMP JORDAN PKWY CHATTANOOGA, TN 37412	Ship To: CAMP JORDAN 323 CAMP JORDAN PKWY CHATTANOOGA, TN 37412 423-805-3110
---	---

Account No.	P.O. Number	Tax ID	Invoice Type	Store
3182			Preliminary	
Starting Date	Ending Date	Salesperson		
2/4/2026 1:52 PM		Beau Geren		

Qty	O/O	Taxable	Description	Price	Amount
1	*		Stock#:009655 Make:FERRIS Model:ISX3300BVE4072 Year:2026 Type:New Desc:5902145 40HP BVE, OIL GUARD, 72" DECK Serial:4002491857 SP:BG BUYBOARD PRICING	\$15796.17	\$15796.17
1	*		Stock#:009656 Make:FERRIS Model:ISX3300BVE4072 Year:2026 Type:New Desc:5902145 40HP BVE, OIL GUARD, 72" DECK Serial:4002491855 SP:BG BUYBOARD PRICING	\$15769.17	\$15769.17
1	*		Make:FERRIS Model:1320 Type:New SP:BG NEW FERRIS FB2000 STAND ON BLOWER	\$10955.17	\$10955.17
			BUYBOARD PRICING		
1.00	*		Dealer Fee	\$299.00	\$299.00

Payment Type	Deposit	Check No.	Date	Amount
--------------	---------	-----------	------	--------

only one mower →

A 50% deposit is required on special order items.
RETURN POLICY: Within 21 days from order date and part must be returnable to vendor, less a 20% restocking fee.
NO RETURN POLICY ON: Opened Kit Items, Electrical Items of Special Make Up Items.

2 mowers
15,796.17
x2 = 31,592.34
dealer fee. 299.99

Equipment	\$42520.51
Labor	\$0.00
Parts	\$0.00
Freight	\$0.00
Mileage	\$0.00
Other	\$299.00
Shop Supplies	\$0.00
Total Charges	\$42819.51
Total Tax	\$3237.37
Total	\$46056.88
Payment Total	\$0.00
Balance	\$46056.88

SIGNATURE

QUOTE
UQ101538



RESOLUTION NO. 3833

AGENDA MEMORANDUM
PURCHASE OF A GATOR
July 23, 2026

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

Subject: Request for Approval – Purchase of Electric John Deere Gator

The Parks and Recreation Department is requesting approval to purchase a 2026 John Deere Gator TE 4x2 Electric utility vehicle from AgPro under the Sourcewell Cooperative Purchasing Agreement (Contract #031121-DAC). This is a budgeted item with an estimated cost of \$15,226.

Gators are essential for field preparation, trash removal during tournaments, maintenance at the park, and accessing areas where trucks are not feasible.

The electric Gator provides several benefits, including zero emissions, quiet operation, reduced maintenance, and convenient charging using standard outlets. It also features durable construction and a practical cargo bed for daily operations.

SS

RESOLUTION NO. 3833

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE PURCHASE OF A 2026 JOHN DEERE GATOR THROUGH THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT

WHEREAS, the Parks and Recreation Department utilizes utility vehicles for field preparation, trash removal during tournaments, routine maintenance activities, and accessing areas of City parks and facilities where larger vehicles are not practical; and

WHEREAS, the Parks and Recreation Department has identified the need to purchase a 2026 John Deere Gator TE 4x2 Electric utility vehicle to support daily operational and maintenance activities; and

WHEREAS, the proposed purchase is a budgeted expenditure for Fiscal Year 2026 and is available through Ag-Pro under the Sourcewell Cooperative Purchasing Agreement, Contract No. 031121-DAC; and

WHEREAS, the purchase price of the 2026 John Deere Gator TE 4x2 Electric utility vehicle is Fifteen Thousand Two Hundred Twenty-Six Dollars (\$15,226.00); and

WHEREAS, the electric utility vehicle provides operational benefits including zero emissions, quiet operation, reduced maintenance requirements, standard outlet charging capability, and a practical cargo bed for daily municipal operations; and

WHEREAS, the City Council finds that the purchase of this equipment is in the best interest of the City and will enhance the efficiency of Parks and Recreation Department operations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is authorized to purchase one (1) 2026 John Deere Gator TE 4x2 Electric utility vehicle from Ag-Pro in the amount of \$15,226.00 through the Sourcewell Cooperative Purchasing Agreement, Contract No. 031121-DAC.

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



JOHN DEERE

Prepared For

CITY OF EASTRIDGE
1517 TOMBRAS AVE
CHATTANOOGA, TN 374122767
(423) 867-7711
SSKILES@EASTRIDGETN.GOV

Prepared By

William Wheeler
Ag-Pro
3529 APD 40 SW
Cleveland, TN 37311
423-559-1958
WWheeler@agproco.com

Quote Id 2146347

Creation Date 27-May-2026

Expiration Date 03-Jun-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
GATOR™ TE (Model Year 2026)	\$17,449.00	\$15,226.00	1	\$15,226.00
Equipment Total				\$15,226.00
Quote Summary				
Total Selling Price				\$15,226.00
Sub-total				\$15,226.00
Balance Due				\$15,226.00

Salesperson : X _____

Accepted By : X _____

RESOLUTION NO. 3834

AGENDA MEMORANDUM Athletic Field Equipment and Field Maintenance Supplies JULY 23, 2026

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

Subject: Bid Award Recommendation – Athletic Field Equipment and Field Maintenance Supplies for Camp Jordan Park

On July 15, 2026, the Parks and Recreation Department opened sealed bids for the procurement of athletic baseball-softball field supplies for Camp Jordan Park. The department is seeking to purchase these items within the fiscal year spanning July 2026 through June 2027.

A total of three (3) bids were received. After reviewing the submissions, staff recommends awarding the purchase of each item to the bidder offering the best value and overall benefit to the City, as outlined below:

Item	Vendor	Bid Amount
Chalk-Proline 50lb	Rivercity Athletics	\$12.50 per bag
Matt Drags (6x3)-Heavy Duty	BSN Sports	\$150.58 per drag
Field Conditioner-EPB minerals playball 50lb bags	Rivercity Athletics	\$12.00 per bag
Base Anchors	BSN Sports	\$9.82
Whicker Plugs	BSN Sports	\$2.44
Field Grading Lips (done with machine on the field once a year)	Rivercity Athletics	\$1500.00 per field
Bases (Schutt or Jack Corbett-Hollywood)	Rivercity Athletics	\$120.00 per base
Nail Drags (5x3) Heavy Duty	Rivercity Athletics	\$350.00 per drag
Pitching Rubbers Schutt (2-spike)	BSN Sports	\$27.04 per pitching rubber
Fence Toppers (Poly-Cap Fence Guard)	Riddell	\$6720.00 for 2400 ft

Staff recommends proceeding with the purchases as outlined above to ensure timely and cost-effective maintenance of the athletic fields.

Attachment

SS

RESOLUTION NO. 3834

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED BIDS FOR ATHLETIC FIELD SUPPLIERS FOR BASEBALL AND SOFTBALL FIELDS AT CAMP JORDAN PARK FOR FISCAL YEAR 2026 - 2027

WHEREAS, the City of East Ridge solicited sealed bids for Athletic Field Suppliers for Baseball and Softball Fields at Camp Jordan Park for Fiscal Year 2026 – 2027; and

WHEREAS, sealed bids were publicly opened on July 15, 2026; and

WHEREAS, three (3) bids were received from River City Athletic Fields, BSN Sports, LLC, and Riddell; and

WHEREAS, the Parks and Recreation Director has reviewed the bids submitted and recommends awarding each item to the bidder offering the best value and overall benefit to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bid for an Athletic Field Suppliers for Baseball and Softball Fields at Camp Jordan Park for Fiscal Year 2026 – 2027 be awarded as follows:

Item	Vendor	Bid Amount
Chalk-Proline 50lb	Rivercity Athletics	\$12.50 per bag
Matt Drags (6x3)-Heavy Duty	BSN Sports	\$150.58 per drag
Field Conditioner-EPB minerals playball 50lb bags	Rivercity Athletics	\$12.00 per bag
Base Anchors	BSN Sports	\$9.82
Whicker Plugs	BSN Sports	\$2.44
Field Grading Lips (done with machine on the field once a year)	Rivercity Athletics	\$1500.00 per field
Bases (Schutt or Jack Corbett-Hollywood)	Rivercity Athletics	\$120.00 per base
Nail Drags (5x3) Heavy Duty	Rivercity Athletics	\$350.00 per drag
Pitching Rubbers Schutt (2-spike)	BSN Sports	\$27.04 per pitching rubber
Fence Toppers (Poly-Cap Fence Guard)	Riddell	\$6720.00 for 2400 ft

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to execute any documents necessary to effectuate the purchases authorized herein and to expend funds in accordance with the approved Fiscal Year 2026-2027 budget.

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

**2026-2027 East Ridge Parks and Recreation
Athletic Field Equipment & Field Maintenance Supplies
for Baseball/Softball Bid Specifications
Bid Opening
Wednesday July 15, 2026 at 2:30 pm**

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

Company Name: River City Athletic Fields

"All quantities provided are estimates and do not represent a contractual purchase commitment. Total prices, including Grand Totals, must account for all applicable shipping and freight charges."

<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
Chalk-Proline-50 lb	300 bags-50 pound bags	<u>12.50</u>	<u>3750.00</u>
Matt Drags (6x3) -Heavy Duty	4 unit	<u>225.00</u>	<u>900.00</u>
Field Conditioner-EPB minerals playball 50 lb bags	300 bags-50 pound bags	<u>12.00</u>	<u>3600.00</u>
		<u>25.00</u>	<u>300.00</u>
Base Anchors	12 units		
Whisker plugs	36 units	<u>4.00</u>	<u>144.00</u>
Field Grading Lips (done with a machine on the field once a year)	12 fields	<u>1500.00</u>	<u>18,000.00</u>
Bases (Schutt or Jack Corbett-Hollywood)	39 bases	<u>120.00</u>	<u>4680.00</u>
		<u>350.00</u>	<u>700.00</u>
Nail Drags (5x3) Heavy Duty	2	<u>40.00</u>	<u>960.00</u>
	24		
Pitching Rubbers Schutt (2-spike)			
Fence Toppers (Poly-Cap Fence Guard)	2400 ft		

Grand Total \$ 33,034.00

**2026-2027 East Ridge Parks and Recreation
Athletic Field Equipment & Field Maintenance Supplies
for Baseball/Softball Bid Specifications**

**Bid Opening
Wednesday July15, 2026 at 2:30 pm**

**East Ridge City Hall
1517 Tombras Avenue
East Ridge, TN 37412**

Company Name: BSN SPORTS, LLC

"All quantities provided are estimates and do not represent a contractual purchase commitment. Total prices, including Grand Totals, must account for all applicable shipping and freight charges."

<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>	
Chalk-Proline-50 lb	300 bags-50 pound bags	No Bid		
		150.58	602.32	
Matt Drags (6x3) -Heavy Duty BSN SKU#1200430	4 unit			
Field Conditioner-EPB minerals playball 50 lb bags	300 bags-50 pound bags	No Bid		
Base Anchors	12 units	9.82	117.84	
BSN SKU#RW12916551				
Whisker plugs	36 units	2.44	87.84	Priced as Each. Must purchase in multiples of 3.
BSN SKU#BBLPLUGPK				
Field Grading Lips (done with a machine on the field once a year)	12 fields	No Bid		
Bases (Schutt or Jack Corbett-Hollywood)	39 bases	413.32	5,373.16	Priced as Set of 3. Must purchase as Set of 3
BSN SKU#RW12901010				
Set of 3 Bases				
Nail Drags (5x3) Heavy	2	560.43	1,120.86	
Duty BSN SKU#BS53DRAG				
	24	27.04	648.96	
Pitching Rubbers Schutt (2-spike) BSN SKU#RW12770400				
		No Bid		
Fence Toppers (Poly-Cap Fence Guard)	2400 ft			

BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209

Grand Total

\$7,950.98

**2026-2027 East Ridge Parks and Recreation
Athletic Field Equipment & Field Maintenance Supplies
for Baseball/Softball Bid Specifications**

Bid Opening

Wednesday July15, 2026 at 2:30 pm

**East Ridge City Hall
1517 Tombras Avenue
East Ridge, TN 37412**

Company Name: RIDDELL

"All quantities provided are estimates and do not represent a contractual purchase commitment. Total prices, including Grand Totals, must account for all applicable shipping and freight charges."

<u>ITEM</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
Chalk-Proline-50 lb AFMD50 SOLD IN PALLET OF 50 BAGS	300 bags-50 pound bags	11.90	3570.00
Matt Drags (6x3) -Heavy Duty DMATR6X3	4 unit	336.70	1346.80
Field Conditioner-EPB minerals playball 50 lb bags	300 bags-50 pound bags	17.50	210.00
Base Anchors BBANCHOR SOLD IN SETS OF 3	12 units		NO BID
Whisker plugs BBBLPLUGPK SOLD IN SETS OF 3	36 units	7.70	277.20
Field Grading Lips (done with a machine on the field once a year)	12 fields		NO BID
Bases (Schutt or Jack Corbett-Hollywood)	1170757 39 bases	94.60	3689.40
Nail Drags (5x3) Heavy Duty BS53DRAGC	2	1096.40	2192.80
	24	48.70	1168.80
Pitching Rubbers Schutt (2-spike) BBPPLATE			
Fence Toppers (Poly-Cap Fence Guard)	2400 ft CFC-250YL	2.80	6720.00

Grand Total 19.175.00

RESOLUTION NO. 3835

AGENDA MEMORANDUM Athletic Soccer Field Supplier

JULY 23, 2026

Submitted By:

Shawwna Skiles

Shawwna Skiles, Parks and Recreation Director

Subject: Bid Award Recommendation – Athletic Soccer Field Supplies for Camp Jordan Park

On July 15, 2026, the Parks and Recreation Department opened sealed bids for the procurement of athletic soccer field supplies for Camp Jordan Park. The department is seeking to purchase these items within the fiscal year spanning July 2026 through June 2027.

A total of four (4) bids were received. Upon review, staff recommends awarding the purchase of items based on the lowest bid per item as follows:

Item	Vendor	Bid Amount
RonStar 23 ACR Granular	Harrell's	\$34.00 per bag
Prodiamine Spray (23 ACR)	Harrell's	\$184.00 (2/2.5 gal)
46-0-0 Fertilizer (210 bags)	Harrell's	\$5,460.00
Multi Fertilizer (70 bags)	Harrell's	\$1,715.00
14-25-10-30% XCU (70 bags)	Harrell's	\$1,855.00
Broadleaf Weed & POA (23 ACR)	Harrell's	\$1,334.00
Grassy Weed Control (25 ACR)	Harrell's	\$244.00
Annual Ryegrass (7,000 lbs)	Groundscapes	\$5250.00

Staff recommends proceeding with the purchases as outlined above to ensure timely and cost-effective maintenance of the athletic fields.

Ss

RESOLUTION NO. 3835

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING BIDS FOR ATHLETIC FIELD SUPPLIERS FOR SOCCER FIELDS AT CAMP JORDAN PARK FOR FISCAL YEAR 2026 - 2027

WHEREAS, the City of East Ridge Parks and Recreation Department is responsible for the maintenance and upkeep of the athletic fields at Camp Jordan Park; and

WHEREAS, the Parks and Recreation Department solicited sealed bids for athletic soccer field supplies to be utilized during Fiscal Year 2026-2027; and

WHEREAS, bids were publicly opened on July 15, 2026, and four (4) bids were received and evaluated by City staff; and

WHEREAS, the Parks and Recreation Director has reviewed the bids submitted and recommends awarding each item to the bidder offering the best value and overall benefit to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the bids for an Athletic Field Suppliers for Soccer Fields at Camp Jordan Park for Fiscal Year 2026 – 2027 be awarded as follows:

ITEM	VENDOR	BID AMOUNT
RonStar 23 ACR Granular	Harrell's	\$34.00 per bag
Prodiamine Spray (23 ACR)	Harrell's	\$184.00 (2/2.5 gal)
46-0-0 Fertilizer (210 bags)	Harrell's	\$5,460.00
Multi Fertilizer (70 bags)	Harrell's	\$1,715.00
14-25-10-30% XCU (70 bags)	Harrell's	\$1,855.00
Broadleaf Weed & POA (23 ACR)	Harrell's	\$1,334.00
Grassy Weed Control (25 ACR)	Harrell's	\$244.00
Annual Ryegrass (7,000 lbs)	Landscapes Concepts	\$5,250.00

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

**2026-2027 East Ridge Parks and Recreation
Athletic Soccer Field Supplier Bid Specifications
Bid Opening
Wednesday July 15th, 2026, at 2:30 pm**

**East Ridge City Hall
1517 Tombras Avenue
East Ridge Tn 37412**

Company Name: Harrell's, LLC

"All quantities provided are estimates and do not represent a contractual purchase commitment. Total prices, including grand totals, must account for all applicable shipping and freight charges in the bid amount."

<u>ITEM</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
RonStar 23 ACR Gran	120	<u>\$34.00</u>	<u>\$4,080.00</u>
Prodiamine Spray	23 ACR	<u>\$184.00</u>	<u>\$368.00</u>
46-0-0	210 bags	<u>\$26.00</u>	<u>\$5,460.00</u>
Multi Fertilizer	70 bags	<u>\$24.50</u>	<u>\$1,715.00</u>
18-24-12	70 bags	<u>\$26.50</u>	<u>\$1,855.00</u>
BroadLeaf Weed & POA	23 ACR	<u>\$58.00</u>	<u>\$1,334.00</u>
Grassy Weed 25 ACR	25 ACR	<u>\$61.00</u>	<u>\$244.00</u>
Annual Rye	7000 LBS	<u>\$61.75</u>	<u>\$8,645.00</u>

Grand Total : \$23,701.00

2026-2027 East Ridge Parks and Recreation
Athletic Soccer Field Supplier Bid Specifications
Bid Opening
Wednesday July 15th, 2026, at 2:30 pm

East Ridge City Hall
1517 Tombras Avenue
East Ridge Tn 37412

Company Name: Groundscape concepts, LLC

"All quantities provided are estimates and do not represent a contractual purchase commitment. Total prices, including grand totals, must account for all applicable shipping and freight charges in the bid amount."

<u>ITEM</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
RonStar 23 ACR Gran	120	\$ <u>133.33</u>	\$ <u>15,999.60</u>
Prodiamine Spray	23 ACR	\$ <u>103.72</u>	\$ <u>1,296.56</u>
46-0-0	210 bags	\$ <u>27.77</u>	\$ <u>5,831.70</u>
Multi Fertilizer	70 bags	\$ <u>33.33</u>	\$ <u>2,333.10</u>
<u>18-24-12</u> <u>14-25-10</u>	70 bags	\$ <u>28.88</u>	\$ <u>2,021.60</u>
BroadLeaf Weed & POA	23 ACR	\$ <u>64.44</u>	\$ <u>1,482.12</u>
Grassy Weed 25 ACR	25 ACR	\$ <u>473.77</u>	\$ <u>6,159.01</u>
Annual Rye	7000 LBS	\$ <u>.75</u>	\$ <u>5,250.00</u>

Grand Total : \$ 40,373.60

2026-2027 East Ridge Parks and Recreation
Athletic Soccer Field Supplier Bid Specifications
Bid Opening
Wednesday July 15th, 2026, at 2:30 pm

East Ridge City Hall
1517 Tombras Avenue
East Ridge Tn 37412

Company Name: Ewing Outdoor Supply

"All quantities provided are estimates and do not represent a contractual purchase commitment. Total prices, including grand totals, must account for all applicable shipping and freight charges in the bid amount."

<u>ITEM</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
RonStar 23 ACR Gran	120	<u>\$118.94</u>	<u>\$14,272.73</u>
Prodiamine Spray	23 ACR	<u>\$65.00</u>	<u>\$325.00</u>
46-0-0	210 bags	<u>\$29.51</u>	<u>\$6,196.41</u>
Multi Fertilizer	70 bags	<u>\$24.42</u>	<u>\$1,709.44</u>
18-24-12	70 bags	<u>\$27.07</u>	<u>\$1,894.67</u>
BroadLeaf Weed & POA	23 ACR	<u>\$69.96</u>	<u>\$279.84</u>
Grassy Weed 25 ACR	25 ACR	<u>\$22.67</u>	<u>\$68.00</u>
Annual Rye	7000 LBS	<u>\$33.26</u>	<u>\$4,656.96</u>

Grand Total : \$29,403.05

2026-2027 East Ridge Parks and Recreation
Athletic Soccer Field Supplier Bid Specifications
Bid Opening
Wednesday July 15th, 2026, at 2:30 pm

East Ridge City Hall
1517 Tombras Avenue
East Ridge Tn 37412

Company Name: Regal Chemical

"All quantities provided are estimates and do not represent a contractual purchase commitment. Total prices, including grand totals, must account for all applicable shipping and freight charges in the bid amount."

<u>ITEM</u>	<u>QTY</u>	<u>PRICE EACH</u>	<u>TOTAL PRICE (QTY X PRICE EACH)</u>
RonStar 23 ACR Gran	120	\$37.50	\$4500.00
Ponstar 19% 7-3-0 40# BAG		\$187.50	\$562.50
Prodiamine Spray	23 ACR		
30 x 2.5 gal/CT	(3 CT)	\$26.95	\$5659.50
46-0-0	210 bags	\$24.75	\$1732.50
Multi Fertilizer	70 bags	\$31.50	\$2205.00
23-3-5	70 bags	\$58.00	\$1334.00
BroadLeaf Weed & POA	23 ACR		
Negate 1.502 x 23 CT	(23 CT)	\$255.00	\$1275.00
Grassy Weed 25 ACR	25 ACR		
Drive XLRB 5 x 2.5 gal/CT	(5 CT)	\$0.93	\$6510.00
Annual Rye	7000 LBS		

Grand Total: \$23,778.50

RESOLUTION NO. 3836

AGENDA MEMORANDUM
TRANE SERVICE AGREEMENT

JULY 23RD, 2026

Submitted By:

Shawnna Skiles

Shawnna Skiles, Parks and Recreation Director

SUBJECT: Trane 5 yr Service Agreement-Community Center

I respectfully request City Council approval to enter into a five-year Scheduled Service Agreement with Trane U.S. Inc. for preventative maintenance of the HVAC systems at the East Ridge Community Center. The agreement covers four Trane HVAC units and includes annual inspections, seasonal start-ups, coil cleaning, electrical inspections, motor testing, condensate treatment, and other manufacturer-recommended preventative maintenance services performed by factory-trained technicians.

The Community Center is one of the City's most heavily utilized facilities, and maintaining reliable heating and cooling systems is essential to serving the public and protecting the City's investment in these assets. Regular preventative maintenance helps reduce unexpected breakdowns, improve efficiency, extend equipment life, and minimize costly emergency repairs.

The five-year agreement begins July 1, 2026, with an annual cost ranging from \$4,348.06 in Year 1 to \$5,086.61 in Year 5, for a total contract amount of **\$23,550.48**, plus applicable taxes.

Recommendation: Approve the five-year Scheduled Service Agreement with Trane U.S. Inc. in the amount of \$23,550.48 plus applicable taxes and authorize the City Manager to execute the agreement. Trane is also in our OMNIA partners contract#3341

Attachment

SS

RESOLUTION NO. 3836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A FIVE-YEAR SCHEDULED SERVICE AGREEMENT WITH TRANE U.S. INC. FOR PREVENTATIVE MAINTENANCE OF HVAC SYSTEMS AT THE EAST RIDGE COMMUNITY CENTER

WHEREAS, the City of East Ridge owns and operates the East Ridge Community Center, which is one of the City's most heavily utilized public facilities; and

WHEREAS, the proper operation and maintenance of the Community Center's heating, ventilation, and air conditioning (HVAC) systems are essential to providing safe and comfortable services to the public and protecting the City's capital investment; and

WHEREAS, Trane U.S. Inc. has submitted a proposal for a five-year Scheduled Service Agreement to provide preventative maintenance services for four (4) Trane HVAC units located at the East Ridge Community Center, including annual inspections, seasonal start-ups, coil cleaning, electrical inspections, motor testing, condensate treatment, and other manufacturer-recommended maintenance services performed by factory-trained technicians; and

WHEREAS, the proposed agreement shall commence on July 1, 2026, and continue through June 30, 2031, with annual service fees ranging from \$4,348.06 in Year One to \$5,086.61 in Year Five; and

WHEREAS, the total cost of the agreement is Twenty-Three Thousand Five Hundred Fifty Dollars and Forty-Eight Cents (\$23,550.48); and

WHEREAS, the City has determined that entering into the agreement is in the best interest of the public health, safety, and welfare and will help reduce unexpected equipment failures, improve operational efficiency, extend equipment life, and minimize costly emergency repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the City Manager or his designee is hereby authorized to execute the five-year Scheduled Service Agreement between the City of East Ridge and Trane U.S. Inc. for preventative maintenance services for HVAC equipment at the East Ridge Community Center in the total amount of \$23,550.48, subject to the approval of the City Attorney.

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

Scheduled Service Agreement



Service Proposal For

Hannah Spear
East Ridge Community Center

Site Address

East Ridge Community Center
1515 Congress Avenue
East Ridge, TN 37412

Service Contract Number

KT24-12

Proposal ID

8580072

Date: July 14, 2026

Local Trane Office

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

Local Trane Representative

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



Site Address:

East Ridge Community Center
1515 Congress Avenue
East Ridge, TN 37412

ATTENTION: Hannah Spear

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

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

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

As an HVAC service provider, Trane offers many advantages:

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

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

EQUIPMENT LIST

East Ridge Community Center

The following "Covered Equipment" will be serviced at East Ridge Community Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Odyssey Split System - China	1	Trane	TWA090K3DA	25102261YA	HP-1

Service Description

Quantity Per Year

Odyssey Cooling Pre-Season Annual Start Up (Service 1)
Description

1

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Bearing Lubrication
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning
- Meg Supply Fan
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check
- Start Up Seasonal Cooling

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Product Unknown	1	Trane	YHK240A3S0	254710354D	

Service Description**Quantity Per Year**

Precedent Cooling Pre-Season Annual Start-Up (Service 3)

1

Description

- Unitary Visual Equipment Inspection
- Supply Fan Inspection including Lock Out Tag Out
- Bearing Lubrication
- Check Damper
- Condensate Drip Pan Treatment
- Condenser Coil Cleaning
- Meg Supply Fan
- Meg Compressor Motor
- Electrical Inspection
- Condenser Fan Check
- Start Up Seasonal Cooling



Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop - CTO	1	Trane	YHH240G3RH	183810537D	

Service Description

Quantity Per Year

Voyager Cooling Pre-Season Annual Start Up (Service 5)
 Description

1

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Meg Exhaust Fan Without VFD
- Meg Compressor Motor - IPAK/VOY
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Micro Channel Coil Cleaning
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
12 1/2 -25 Ton Packaged Unitary Gas/Elec Rooftop - CTO	1	Trane	YSH150F3RH	153411184D	

Service Description

**Quantity
Per Year**
1

Voyager Cooling Pre-Season Annual Start Up (Service 6)
Description

- Unitary Visual Equipment Inspection
- Verify Line Voltage
- Lock Out Tag Out (Standard)
- Supply Fan Inspection-IPAK/VOY
- Remove Access Panels or Open Access Doors
- Meg Supply Fan Without VFD
- Meg Exhaust Fan Without VFD
- Meg Compressor Motor - IPAK/VOY
- Electrical Inspection
- Reinstall Access Panels or Close Access Doors
- Micro Channel Coil Cleaning
- Condensate Drip Pan Treatment
- Remove Lock Out Tag Out
- Pre-Start Check- VOY/PRE
- Start Up Condenser Fan Check (Per Fan)
- Cooling Check-VOY
- Manual Log With Electronic Device
- Return Unit to Normal Operation

REFRIGERANT MANAGEMENT COMPLIANCE

The following Refrigerant Management features will be included:

Standard Agreement

Trane will provide the EPA Standard data to Customer via our Field Report and Refrigerant Activity Report. This option does not include reports supplied in the future. Customer (Owner/Operator) has been made aware that the regulatory responsibility to keep the records remains with them and not the Service Provider (Trane).

Trane Service Agreement

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

Service Fee

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

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	4,348.06	4,348.06	Annual
Year 2	4,521.98	4,521.98	Annual
Year 3	4,702.86	4,702.86	Annual
Year 4	4,890.97	4,890.97	Annual
Year 5	5,086.61	5,086.61	Annual

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

Term

The Initial Term of this Service Agreement is 5 years, beginning July 1, 2026. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. Following expiration of the initial term on June 30, 2031, this Agreement shall renew automatically for successive periods of 5 years (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 6138 Preservation Drive, Suite 500, Chattanooga, TN 37416.

Renewal Pricing Adjustment

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

Cancellation by Customer Prior to Services; Refund

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

Cancellation by Company

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

PRICING AND ACCEPTANCE

Site Address:

East Ridge Community Center
1515 Congress Avenue
East Ridge, TN 37412

TOTAL PRICE:.....\$ 23,550.48 USD

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice
- Any service not listed is not included
- Work will be performed during normal Trane business hours
- This proposal is valid for 30 days from July 14, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

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

TARRIFS

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

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Dylan Rose
_____ Printed Name	_____ Proposal Date: July 14, 2026
_____ Title	_____ Cell: (615) 981-1547
_____ Purchase Order	_____ Office: (423) 296-1506
_____ Acceptance Date	_____ License Number: 23034
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 5 years, beginning July 1, 2026.
Total Contract Amount: **\$ 23,550.48 USD.**

TERMS AND CONDITIONS - SERVICE

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

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Intelligent Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms or Telematics Devices, both as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to

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

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

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

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

13. CONTAMINANTS LIABILITY.

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

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

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

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL

Workers' Compensation

Statutory Limits

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

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

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

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

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

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

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

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing



it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0326)
Supersedes 1-26.130-7 (0225)

SECURITY ADDENDUM

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

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

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

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

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

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

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

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
 - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.



9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
 - a. Data backups; and
 - b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

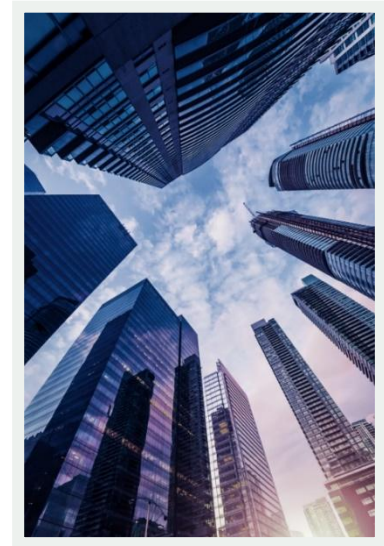
APPENDIX

SAFETY

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

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

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



ENVIRONMENTAL PRACTICES

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

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

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

CONSISTENCY

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

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

RESOLUTION NO. 3837

AGENDA MEMORANDUM

**State of Tennessee
Hamilton County Department of Education**

**FY2027
School Resource Officer Grant
Memorandum of Understanding**

July 23, 2026

Submitted by:

Cameron Hobbs-McAllister

Administrator of Economic & Community Development

SUBJECT: Approval of Memorandum of Understanding for FY2027 School Resource Officer Endowment Grant

The East Ridge Police Department is seeking approval to renew the City's application for funding through the Statewide School Resource Officer (SRO) Grant Program for Fiscal Year 2027. As part of the application process, the Tennessee Department of Safety and Homeland Security (TDOSHS) requires a signed Memorandum of Understanding (MOU) to be submitted with the grant materials.

The MOU outlines the responsibilities of the parties involved, specifically the City of East Ridge and the State of Tennessee regarding the continued placement of School Resource Officers in local schools and the associated planning and funding obligations.

The grant provides up to \$300,000 in funding, allocated as \$75,000 per officer for the support of four SROs serving East Ridge Elementary School, Spring Creek Elementary School, East Ridge Middle School, and East Ridge High School within the East Ridge community.

Staff recommend that the Mayor and City Council approve the attached Memorandum of Understanding and authorize the East Ridge Police Department to proceed with submission of the FY2027 application for the Statewide SRO Endowment Grant Program.

There is no direct fiscal impact to the City. If awarded, the grant will provide substantial financial assistance for SRO personnel costs for the 2026–2027 school year.

RESOLUTION NO. 3837

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE FISCAL YEAR 2027 STATEWIDE SCHOOL RESOURCE OFFICER GRANT PROGRAM AND AUTHORIZING SUBMISSION OF A GRANT APPLICATION

WHEREAS, the Tennessee Department of Safety and Homeland Security administers the Statewide School Resource Officer (SRO) Grant Program to assist local law enforcement agencies in providing School Resource Officers in Tennessee public schools; and

WHEREAS, the East Ridge Police Department provides School Resource Officers to East Ridge Elementary School, Spring Creek Elementary School, East Ridge Middle School, and East Ridge High School pursuant to an agreement with the Hamilton County Department of Education; and

WHEREAS, the Fiscal Year 2027 Statewide SRO Grant Program provides funding of up to \$75,000 per School Resource Officer, for a potential total award of \$300,000 for four officers serving schools within the City of East Ridge; and

WHEREAS, the Tennessee Department of Safety and Homeland Security requires execution of a Memorandum of Understanding among the participating entities as a condition of applying for grant funding; and

WHEREAS, the City Council finds that participation in the Statewide SRO Grant Program promotes school safety and assists in maintaining a secure learning environment for students, faculty, staff, and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Memorandum of Understanding between the City of East Ridge, the East Ridge Police Department, and the Hamilton County Department of Education for participation in the FY2027 Statewide School Resource Officer Grant Program is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute any documents necessary to implement the Memorandum of Understanding and to submit the Fiscal Year 2027 Statewide School Resource Officer Grant application to the Tennessee Department of Safety and Homeland Security.

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
City of East Ridge
AND
East Ridge Police Department
AND
Hamilton County Department of Education**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the above-named parties. Each individually as "Party" or collectively as "Parties".

WHEREAS, well developed School Resource Officer ("SRO") programs provide the crucial link between schools and law enforcement agencies in their continued efforts to establish and maintain safe and secure learning environments. An SRO, as part of his/her day-to-day operations, will be responsible for responding to all criminal acts committed at the school.

WHEREAS, the term School Resource Officer ("SRO") has the same meaning as in Tennessee Code Annotated § 49-6-4202(6). "School resource officer" means a law enforcement officer, as defined under § 39-11-106, who is in compliance with all laws, rules, and regulations of the peace officers standards and training commission and who has been assigned to a school in accordance with a memorandum of understanding between the chief of the appropriate law enforcement agency and the LEA." The term "law enforcement officer" as defined under § 39-11-106 means an "officer, employee, or agent of government who has a duty imposed by law to (a) maintain public order; or (b) make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses; and (c) investigate the commission or suspected commission of offenses." An SRO acts as a liaison between the police agency, the school, and the community. This does not include a School Safety Officer or a School Security Officer.

WHEREAS, the term Local Education Agency ("LEA") has the same meaning as in Tennessee Code Annotated § 49-1-103(2). "Local education agency (LEA)", "school system", "public school system", "local school system", "school district", or "local school district" means any county school system, city school system, special school district, unified school system, metropolitan school system, or any other local public school system or school district created or authorized by the general assembly."

WHEREAS, a "public charter school" shall be established and operated as set forth in the Tennessee Public Charter Schools Act (Tennessee Code Annotated Title 49, Chapter 13).

WHEREAS, an "alternative school" and "alternative program" shall be established and operated as set forth in Tennessee Code Annotated Title 49, Chapter 6, Part 34.

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NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. **PURPOSE OF MOU.** The purpose of this MOU is to set forth the obligations of the Parties with respect to the placement of School Resource Officers ("SROs") in schools and with respect to planning and funding related thereto for the purpose of providing a law enforcement presence at each school. For the purposes of selecting and assigning SROs, the term "Sheriff" shall include the duly elected Sheriff or an authorized Sheriff Deputy designated by the Sheriff to oversee the SRO program. The term "Chief of Police" shall include the appointed Chief of Police or an authorized Officer designated by the Chief of Police to oversee the SRO program.
- II. **AUTHORITY.** This MOU is to serve as the template MOU for the SRO grant funded program authorized by Public Chapter 1142 of the 114th Tennessee General Assembly and shall be executed between a local law enforcement entity and the LEA or public charter school or alternative school and presented to the Tennessee Department of Safety and Homeland Security as part of the application process for grant funding.

This MOU is also made and entered into pursuant to the authority contemplated by Tennessee Code Annotated Sections 49-6-4201 et seq., and specifically the authority granted to the Parties under Tennessee Code Annotated Section 12-9-101 et seq., which provides that one (1) or more public agencies may contract with any one (1) or more public agencies to perform any governmental service, activity, or undertaking which each public agency entering into is authorized by law to perform; provided that such MOU shall be authorized by the governing body of each Party. Contracts entered into pursuant to Tennessee Code Annotated § 12-9-108 need not conform to the requirements set forth in this chapter for joint undertakings.

III. **GENERAL RESPONSIBILITIES OF LOCAL EDUCATION AGENCY (LEA) or PUBLIC CHARTER SCHOOL OR ALTERNATIVE SCHOOL.**

- A. Shall provide materials and facilities at each school location as are necessary for the SRO's performance of his/her function as an SRO at the assigned schools including, but not limited to the following:
 - i. A secured climate-controlled and properly lighted office large enough, at a minimum, to adequately accommodate a desk, two (2) chairs, a gun safe, and a lockable file cabinet and be located as reasonably possible near the main office;
 - ii. A landline telephone to be located in the office;
 - iii. Access to a computer work station; and
 - iv. Secretarial assistance when needed by the SRO.

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- B. Shall allow the SRO assigned to schools untethered access to the school facilities as required for the SRO to perform his/her duties on school property.
- C. Shall be responsible for all aspects and costs of operation of its schools and nothing herein shall place any monetary obligation on the County or City unless specifically provided for herein.
- D. Shall assist the SRO in the provision of his/her duties and responsibilities if requested by the Sheriff's Office or the assigned SRO.

IV. GENERAL RESPONSIBILITIES OF SHERIFF'S OFFICE or POLICE DEPARTMENT. The Sheriff or Chief of Police, on behalf of the County or City, shall have the following responsibilities:

- A. The Sheriff or Chief of Police shall have the sole authority to conduct background checks, hire, select, discharge, discipline, outfit, provide equipment, and determine (within the parameters established by state law) the qualifications of SROs. The Sheriff or Chief of Police may involve school administrators in the selection process at his/her discretion.
- B. Assign supervisors to oversee the SRO program and to perform non-scheduled visits to schools in which an SRO has been assigned.
- C. Assign SROs to the schools within the jurisdiction of the Local Education Agency (LEA) or Public Charter School or Alternative School pursuant to a full-time schedule. The grant funding is for a full-time SRO to be dedicated to each particular school.
- D. The sole authority to determine the duty hours of the SRO and the qualifications thereof, subject to the provision of IV.E. below.
- E. To the degree required by applicable law, ensure that all SROs maintain qualifications and satisfactorily accomplish continuing training and continuing education required for the SROs to maintain state required qualifications as provided in Tennessee Code Annotated § 49-6-4217. The County or City will remain responsible for the costs associated with the obligations contained in this Section IV.E.

V. QUALIFICATIONS OF AN SRO.

- A. An SRO must be a POST-certified, sworn officer of a law enforcement agency within the jurisdiction that includes the school community being served.

- B. An SRO is recommended to have at least two (2) years' experience as a police officer or the equivalent in order to be able to draw upon the expertise and experience of traditional police work when performing their duties in a school setting.
- C. An SRO should not only be selected based on specific qualifications, but on a genuine desire to work with youth. Due to the nature of the SRO position, the majority of the time is spent interacting with youth. The ability of an SRO to connect with students and provide positive and enriching relationships is a very important trait that will have a positive effect on the school's overall climate.

VI. TRAINING FOR AN SRO AND SCHOOL PERSONNEL.

- A. An SRO should receive forty (40) hours of specialized training provided by the Department of Justice, the National Association of School Resource Officers, Tennessee Association of School Resource Officers, Tennessee Law Enforcement Training Academy (TLETA), or other appropriate and recognized entity within one (1) year of being hired or assigned to a school, whichever is earlier. Due to the nature of the role of an SRO, it being significantly different than that of a traditional patrol officer, the SRO position requires skills and knowledge that may not be addressed in traditional law enforcement training. Therefore, it is important for an SRO to receive specialized training that will prepare him/her to work in a school setting.
- B. After the initial forty (40) hours of specialized training, an SRO should attend sixteen (16) hours per year of training specific to his/her SRO duties in addition to the twenty-four (24) hours of POST-certified training that is annually required. Annual training ensures an SRO remains up-to-date with school related issues, trends, and best practices and provides the SRO with the knowledge and ongoing professional development necessary to perform the duties of an SRO.
- C. Planning and training for emergencies and school safety should be conducted collaboratively by SROs and school personnel. Both should take an active role in training school personnel regarding emergency management issues. The development and implementation of school safety plans should be a collaborative effort, and school personnel should include and engage other first responders in the community.

- VII. INFORMATION EXCHANGE.** To best serve both the school and the law enforcement agency, it is important that lasting, long-term collaborations take place. The school and the law enforcement agency should participate in an open exchange of information and resources to

better serve the students and the community. It may be necessary to formalize information-sharing procedures in order to address student confidentiality concerns.

VIII. GENERAL DUTIES OF AN SRO.

- A. The SRO shall not act as school disciplinarians, nor make decisions regarding school discipline. The SRO shall not be involved in the enforcement of disciplinary infractions that do not constitute violations of the law. The SRO shall retain full law enforcement authority and will take law enforcement action as appropriate. As soon as practical, the SRO will notify the head of the school of any such action. The SRO will comply with applicable state and federal law as they apply to SROs regarding special education students.
- B. The basic duties of SROs include monitoring those who visit schools, providing assistance for disruptive students, and enforcing applicable laws.
- C. An SRO may assist in any class as a guest speaker if requested by the head of the school in which the SRO is assigned.
- D. To the extent that the SRO may do so under the authority of law, the SRO will take appropriate law enforcement action as the SRO deems is appropriate including, but not limited to action against intruders and unwanted guests who may appear at the school and related school functions. As practical, the SRO will advise the head of the school before requesting additional police assistance on campus.
- E. The SRO may establish new programs relating to security and safety of the students and faculty but only after permission is granted by the Sheriff or Chief of Police and the head of the school in which the SRO is assigned.
- F. The SRO will assist other law enforcement officers in matters regarding his/her school assignment whenever necessary.
- G. The SRO shall make examination of all exterior doors to ensure they are locked or secured.
- H. SROs may have other specific duties and responsibilities as defined by the Sheriff's Office or Police Department.

IX. ADDITIONAL DUTIES OF AN SRO FOR MIDDLE AND HIGH SCHOOLS.

- A. The SRO will become familiar with all community agencies that offer assistance to youth and their families including, but not limited to school-based behavioral health liaisons,

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mental health clinics, mental health liaisons, and drug treatment centers. The SRO may recommend referrals to such agencies once the SRO notifies the head of the school.

- B. If requested by the head of the school and upon approval of the Sheriff or Chief of Police, the SRO may attend parent/faculty meetings to promote support and understanding of the SRO program.
- C. If an SRO determines it necessary, the SRO may, in accordance with applicable state and federal laws regarding the questioning of juveniles, conduct formal police interviews with students and faculty. The interviews shall also be conducted in conformance with the SRO's employing agency's policies and procedures, the LEA, Public Charter School, or Alternative School policies, and all applicable laws.
- D. The SRO may act as an instructor for the Drug Abuse Resistance Education ("D.A.R.E.") and for other related short-term programs at the assigned school if requested by the head of the school and approved by the Sheriff or Chief of Police.
- E. Upon approval of the Sheriff or Chief of Police, an SRO may be assigned to investigate incidents relating to thefts, alcohol or drug use, or any other crime occurring at the school in which the SRO is assigned.

X. **DISMISSAL AND REASSIGNMENT OF AN SRO.** In the event the head of the school to which an SRO is assigned determines that the assigned SRO has failed to perform his/her duties and responsibilities, he/she may make a written request to the Superintendent or Director to request reassignment of the SRO including the reasons supporting the request. If the Superintendent or Director determines the request is valid, the Superintendent or Director shall promptly forward the written request to the Sheriff or Chief of Police for his/her consideration. The Sheriff or Chief of Police may, in his/her complete discretion, request a meeting with the head of the school to which an SRO is assigned and the SRO to determine whether reassignment is appropriate. The Sheriff or Chief of Police may request the Superintendent or Director to attend the meeting. If a meeting is held, the Sheriff or Chief of Police shall take the comments and written request into consideration in determining whether the SRO will be reassigned. Should the Sheriff or Chief of Police determine a meeting with the head of the school to which an SRO is assigned would not be advantageous, the Sheriff or Chief of Police shall determine whether the SRO shall be reassigned based on the information provided to him/her. The authority to reassign an SRO shall be in the complete discretion of the Sheriff or Chief of Police.

XI. **RECORDS.** The SRO will maintain detailed and accurate records of all actions taken by the SRO and general operations relating to the SRO program and shall submit those records to the Sheriff's Office or Police Department.

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- XII. **TERM.** The initial term of this MOU shall commence on the date this MOU is fully executed by the Parties and shall continue until June 30, 2026. The grant funding program requires an annual application for funding and an annual execution of an MOU.
- XIII. **TERMINATION.**
- A. **Termination for Convenience.** Any Party may terminate this MOU at any time by providing thirty (30) calendar days' written notice to the other Parties. Notice shall also be given to the Tennessee Department of Safety and Homeland Security. Such termination shall not affect in any manner any prior existing obligations between the Parties. Any unspent grant funding shall be returned to the Tennessee Department of Safety and Homeland Security.
- B. **Termination for Lack of Funding.** Should any Party fail to, after exercising good faith effort, obtain the grant funding for the provision of SROs, this MOU shall be terminated immediately upon receiving written notice from the Tennessee Department of Safety and Homeland Security that the requirements for grant funding were not met. Termination for lack of funding shall not be deemed termination for breach.
- XIV. **RELATIONSHIP OF THE PARTIES.** The SROs assigned to schools shall be considered employees of County, Sheriff's Office, City, or Police Department and shall be subject to the employing agency's control, supervision, and chain of command. The assigned SROs shall not be considered employees of the Local Education Agency (LEA), the Public Charter School, or the Alternative School. Assigned SROs will be subject to current procedures and policies in effect for his/her employing agency, including attendance at all mandated training and testing to maintain state law enforcement certification. This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.
- XV. **COOPERATION.** The Parties agree to cooperate fully in order to successfully execute the terms and conditions of this MOU, including obtaining all regulatory and governmental approvals required by this MOU recognizing that the intent of each party to other parties is to serve the individual interests of each party while respecting the conditions and obligations of this MOU.
- XVI. **ADMINISTRATION.** This MOU shall be administered by the head of the Local Education Agency (LEA), Public Charter School, or Alternative School for the Local Education Agency (LEA), the Public Charter School, or the Alternative School and the Sheriff or Chief of Police shall administer this MOU on behalf of the County or City.

XVII. **LIMITATION ON LIABILITY.** Each Party shall be responsible for its own actions and the actions of its employees, contractors, subcontractors, and agents conducted pursuant to this MOU. No Party shall be liable for claims against another party unless liability is imposed under the Tennessee Governmental Tort Liability Act.

XVIII. **GENERAL TERMS.**

- A. **Choice of Law and Forum.** This MOU shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this MOU, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in the County in which the Local Education Agency (LEA), Public Charter School, or Alternative School is located.
- B. **Notices.** All notices, demands, and requests to be given hereunder by any Party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as any Party shall designate by written notice to the other Parties.

County or City: East Ridge
Street Address 1: 15717 Tombras Ave.
Street Address 2: _____
City East Ridge State: TN ZIP Code 37412
ATTN Brian Koral, City Manager
(Name of person or title of County/City Official): _____

Sheriff or Chief of Police: Name and Title: Clint Uelton, Chief of Police
Street Address 1: 4214 Ringgold Rd.
Street Address 2: _____
City East Ridge State: TN ZIP Code 37412

Name of LEA or Public Charter School or Alternative School: Name of LEA or Public Charter School: Hamilton County Department on
Street Address 1 3074 Hickory Valley Rd.
Street Address 2 _____
City Chattanooga State: TN ZIP Code 37421
ATTN: Dr. Justin Robertson
(Name or title of LEA, Public Charter School Official, or Alternative School Official)

- C. **Entire Understanding and Modifications in Writing.** This MOU and any exhibits included herewith at the time of execution of this MOU contain the entire MOU between the parties, and no statement, promises, or inducements made by any party or agency of any party that is not contained in this MOU shall be valid or binding and this MOU may not be

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enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

- D. Dispute Resolution. The Parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the Parties to this MOU, arising out of or relating to this MOU or breach thereof, shall be subject to and decided by a court of law.
- E. Assignment. The rights and obligations of this MOU are not assignable.
- F. Waiver. No waiver of any provision of this MOU shall be valid unless in writing and signed by the parties against who charged.
- G. Headings. The headings in the MOU are for convenience and reference and are not intended to define or limit the scope of any provision of this MOU.
- H. Employment Practices. No party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities. The Parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts, and all other applicable laws.
- I. Independent Contractor. The relationship of the Parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this MOU. No party shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any presentation, act, or omission of any other party contrary to the terms of this paragraph.
- J. Severability. If any one or more of the covenants, agreements, or provisions of this MOU shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, or contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU.
- K. Specific Performance. The Parties recognize that the rights afforded to each under this MOU are unique and, accordingly, County or City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective

rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- L. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this MOU.
- M. Property. Each party shall be responsible for acquiring, holding, and disposing of real and personal property used in the provisions of the services and obligations provided herein.
- N. Press Releases. In connection with the provision of SROs or the obligations or duties contained in this MOU, the Parties hereby agree that no party shall issue a press release or other similar external communications regarding this MOU, or otherwise related to the obligations or duties provided herein without written permission from all Parties. The Parties shall mutually agree on the language of any press release, provided that no Party shall unreasonably withhold its approval of the language. The Local Education Agency (LEA), Public Charter School, or Alternative School shall not publicly comment on the actions of a particular SRO without first consulting with the Sheriff or Chief of Police or designee.
- O. List of Schools. The schools covered by this MOU are those listed on Attachment A.
- P. Effective Date. This MOU shall be binding and effective on the date it has been signed by the authorized representative of the Local Education Agency (LEA), Public Charter School, or Alternative School and the Sheriff or Chief of Police.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date and year written below.



Signature of LEA, Public Charter School,
or Alternative School



Signature of Sheriff or Chief of Police

DATE: 06/29/2026

DATE: 06/09/2026

Attachment A follows this page

ATTACHMENT A
SCHOOLS COVERED BY THIS MOU

East Ridge High School
4320 Bennett Rd.

East Ridge Middle School
4400 Bennett Rd.

East Ridge Elementary School
1014 John Ross Rd.

Spring Creek Elementary School
1100 Spring Creek Rd.

RESOLUTION NO. 3838

AGENDA MEMORANDUM

Purchase Air Packs, Fill station, with the increase in price

July 23, 2026

Submitted by:

Mike Williams, Fire Chief

SUBJECT:

The Fire Department is requesting to Purchase 36 Air Packs and Compressor Fill Station. We budgeted \$ 441,222.00 for this purchase. Since we received the quotes in March there has been an increase in the price. The increase amount is \$ 7,441.50 The total price is now \$ 448,663.51

This purchase will be through Siddons-Martin Emergency Group under the HGAC contract# EE11-24 for \$448,663.51.

RESOLUTION NO. 3838

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA), RELATED EQUIPMENT, AND AN AIR COMPRESSOR FILL STATION FOR THE EAST RIDGE FIRE DEPARTMENT THROUGH THE HGAC COOPERATIVE PURCHASING CONTRACT

WHEREAS, the East Ridge Fire Department has identified the need to replace and upgrade its self-contained breathing apparatus (SCBA), related breathing air equipment, and air compressor fill station to ensure firefighter safety and operational readiness; and

WHEREAS, funds were appropriated in the Fiscal Year 2025-2026 budget for the purchase of thirty-six (36) SCBA air packs, related cylinders and facepieces, and an air compressor fill station; and

WHEREAS, the Fire Department received quotes from Siddons-Martin Emergency Group through HGACBuy Cooperative Purchasing Contract No. EE11-24; and

WHEREAS, the original budgeted amount for this purchase was Four Hundred Forty-One Thousand Two Hundred Twenty-Two Dollars (\$441,222.00); and

WHEREAS, due to manufacturer pricing increases occurring after the initial quote was received, the total purchase price has increased by Seven Thousand Four Hundred Forty-One Dollars and Fifty Cents (\$7,441.50), resulting in a total purchase price of Four Hundred Forty-Eight Thousand Six Hundred Sixty-Three Dollars and Fifty-One Cents (\$448,663.51); and

WHEREAS, the City Council has determined that the purchase of this equipment is necessary and in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, hereby approves the purchase of thirty-six (36) Scott Air-Pak X3D Self-Contained Breathing Apparatus (SCBA) units and related equipment and one (1) breathing air compressor fill station and related components in an amount not to exceed Four Hundred Forty-Eight Thousand Six Hundred Sixty-Three Dollars and Fifty-One Cents (\$448,663.51).

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute all documents and take all actions necessary to complete this purchase.

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



Siddons-Martin Emergency Group
1506 I-35W
Denton, TX, 76201
USA
Phone:

ESTIMATE

DO NOT PAY

Customer Info:

East Ridge Fire Dept. (TN)
4214 RINGOLD RD
East Ridge, TN, 37412
USA

Document Info:

Quote #: 700-0042029
Taken By: Joe Pennington
Expiration Date: 08/28/2026

Item #	Description	Quantity / Unit	Unit Price	Amount
	SCT-3M SCOTT AIR PAK XD SCBA 4.5 EZ FLO+ QD HOSE UNPADDED HARNES PARACHUTE BUCKLES UEBSS PACK TRACKER 7100406446 X5A34025305304	36.00 / EA	7,722.94	278,025.84
	SCT-SCOTT CYLINDER & VALVE ASSY CGA 4.5 30 MIN 7100291957 804721-01	72.00 / EA	1,205.27	86,779.37
	SCT-SCOTT AV3000 HT FACEPIECE 4 STRAP KEV MEDIUM 7012511834 201215-22	36.00 / EA	372.62	13,414.43
	SCT-RIT-PAK III 4.5 LARGE AV RECTUS 7012471718 200954-12	2.00 / EA	4,018.74	8,037.49
	SCT-CYLINDER & VALVE ASSY CGA 4.5 60 MIN 7100293661 804723-01	2.00 / EA	1,600.60	3,201.21
	HGAC CONTRACT FEE	1.00 / EA	0.00	0.00
	EE11-24 HGAC CONTRACT			

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$389,458.34	Sublet total	\$0.00
Freight total	\$ 0.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$389,458.34



Siddons-Martin Emergency Group
1506 I-35W
Denton, TX, 76201
USA
Phone:

ESTIMATE

DO NOT PAY

Customer Info:

East Ridge Fire Dept. (TN)
4214 RINGOLD RD
East Ridge, TN, 37412
USA

Document Info:

Quote #: 700-0042108
Taken By: Joe Pennington
Expiration Date: 08/28/2026

Item #	Description	Quantity / Unit	Unit Price	Amount
	MAX-MA130E1 VRT 6000PSI VERTICAL CABINET 10HP MOTOR MA130E1-VRT6000	1.00 / EA	33,410.70	33,410.70
	MA-CO-CALIBRATION Max-Air CO Calibration Kit for Vertical Cabinet CO Monitors LENPN	1.00 / EA	445.10	445.10
	ISO/UN 6000 PSI STORAGE CYLINDERS 10YR HYDRO - W/CGA- 702NN, ON/OFF VALVE & PROTECTIVE MA-6000 ISO/UN-1	4.00 / EA	1,577.19	6,308.75
	NUT AND NIPPLE SET CGA-702 WRENCH TIGHT UP TO 6000 PSI (PER BOTTLE) MA-702NN	4.00 / EA	55.46	221.84
	4 BOTTLE VR-1000-FP VERTICAL STORAGE CYLINDER RACK VR-1000-4	1.00 / EA	1,315.94	1,315.94
	MAX-TWO 2 PLACE 5500 PSI FILL STATION W FILL HOSES FITTINGS & BLEEDER VALVES FS-5052-2-S	1.00 / EA	8,821.36	8,821.36
	MAX-FILL PANEL FOR 5500PSI FILL STATION ACPANEL 4X2 5500	1.00 / EA	4,199.34	4,199.34
	CFH-7000-3 7000 PSI - 3' Breathing Air Hose LENPN	4.00 / EA	49.35	197.39
	MAX-CFH-1000-REEL - 6000PSI HOSE REEL FOR FLEX HOSE WITH 100	1.00 / EA	2,757.66	2,757.66



Siddons-Martin Emergency Group
1506 I-35W
Denton, TX, 76201
USA
Phone:

ESTIMATE

DO NOT PAY

Document Info:

Quote #: 700-0042108

CFH-1000-REEL

GOT-26	1.00 / EA	27.09	27.09
Male CGA SS Adapter - 1/4" MNPT x CGA347 Male LENPN			
INSTALLATION	1.00 / EA	1,500.00	1,500.00
INSTALLATION			
HGAC CONTRACT FEE	1.00 / EA	0.00	0.00
EE11-24 HGAC CONTRACT			

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$59,205.17	Sublet total	\$0.00
Freight total	\$ 0.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$59,205.17

RESOLUTION NO. 3839

AGENDA MEMORANDUM

LAWN CARE SERVICES BID

JULY 23, 2026

Submitted by:

Ray Gmuer

Ray Gmuer, Building Maintenance Supervisor

BACKGROUND

The City issued a Request for Proposals for lawn care services, which includes lawn mowing, weed eating, edging, debris pick up, weed control, aeration, seeding and fertilizing through calendar year 2027. The properties that would be included are all of City Hall, The Community Center, the dog park, Venue 1921, the Pioneer Playground/Splash pad and McBrian. The bid opening was held on July 17, 2026.

BID RESULTS

One bid was received and evaluated:

Company	Service	Rate	Total
Aphix	Mowing x42	\$625 / week	\$26,250
	Pre-emergent Herbicide	\$760	\$760
	Spring Herbicide	\$650	\$650
	Summer Fertilizer	\$1,035	\$1,035
	Turf Aeration x2	\$3,745	\$7,490
	Winter Fertilizer / Disease Prevention x2	\$515	\$1,030
	Police Grounds x6	\$625	\$3,750
TOTAL:			\$40,965

Aphix was the only bid submitted. Based on quotes received in the past, their numbers are on par with my cost estimation. Aphix is a well-equipped company that serves 9 cities in 4 states.

RECOMMENDATION

After reviewing the bids submitted, staff recommends awarding the contract to Aphix.

RESOLUTION NO. 3839

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, AWARDED THE
BID FOR LAWN CARE SERVICES FOR CERTAIN
CITY-OWNED PROPERTIES TO APHIX, LLC**

WHEREAS, the City of East Ridge solicited bids for lawn care services for various City-owned properties, including City Hall, the Community Center, the Dog Park, Venue 1921, Pioneer Playground and Splash Pad, and McBrien Building; and

WHEREAS, the scope of services includes lawn mowing, weed eating, edging, debris removal, weed control, aeration, seeding, fertilization, and related grounds maintenance services through calendar year 2027; and

WHEREAS, bids were publicly opened on July 17, 2026, and one responsive bid was received from APHIX, LLC; and

WHEREAS, APHIX, LLC submitted a bid in the amount of Forty Thousand Nine Hundred Sixty-Five Dollars (\$40,965.00); and

WHEREAS, the Building Maintenance Supervisor reviewed the bid and determined that the pricing is consistent with the City's cost estimates and that APHIX, LLC possesses the experience, personnel, and equipment necessary to satisfactorily perform the required services; and

WHEREAS, the City Council finds that awarding the bid to APHIX, LLC is in the best interest of the City of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, hereby awards the bid for lawn care services for designated City-owned properties to APHIX, LLC in the amount of Forty Thousand Nine Hundred Sixty-Five Dollars (\$40,965.00).

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to negotiate and enter into an agreement with APHIX, LLC, subject to review and approval by the City Attorney.

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

City of East Ridge, Tennessee

2026 LAWN CARE SERVICES FORMAL BID SUBMISSION

The undersigned has examined the Scope of Work, general conditions, the location of the work described and is fully informed as to the nature of the work and the conditions relating to its' performance and further understands that the quantities shown are approximate and subject to either increase or decrease.

The undersigned hereby proposes to: furnish all necessary machinery, tools, apparatus, and other means of construction; do all the work; furnish all the materials, except as otherwise specified herein; and for the unit prices named in the itemized bid, to complete the work herein described in strict accordance and conformity with the requirements of the City of East Ridge and such other special provisions and supplemental specifications as may be a part of this proposal.

Price per Mowing	\$ <u>625</u>
Annual Price for Turf Maintenance (Weed Control; Aeration, Seeding and Fertilization)	Calendar Year 2026 : \$ <u>4,260</u> Calendar Year 2027 : \$ <u>6,705</u>

The work will consist of one project element that is lump sum in nature (noted above as Annual Price items) and one element that anticipates an unknown number of required mowings. The City typically considers weekly mowings to be sufficient.



Signature

7/9/26

Date

Matthew Smith - Business Developer

Printed Name and Title

APHIX Grounds Maintenance

Business Name

6308 Bonny Oaks Drive, Chattanooga, TN 37416

Address

msmith@aphix.com

Email

(423) 876 - 8185

Phone Number

City of East Ridge, Tennessee

2026 LAWN CARE SERVICES BIDDER QUESTIONNAIRE

Please provide the following information regarding your proposal:

1. Name, Address and Phone Number of Firm:

APHIX Grounds Maintenance Office Number 423-886-9962

Address: 6308 Bonny Oaks Drive, Chattanooga, TN 37416

2. Number of years of experience in this work:

25 years

3. List number and types of equipment to be used if awarded this bid:

48"-61" commercial grade mowers, commercial trimmers and blowers, stand-on commercial grade aerator and sprayer

4. List the municipalities that you have contracted with during the past three years for this type of work: (include contact names and phone numbers)

Dade County Court House - Cole Adkins (Blevins Construction) 423-847-5639

Bradley County Schools - Jonny Mull jnull@bradleyschools.org 423-476-0620 ext 2029

Morning Pointe Senior Living - Steve Johnson 423-238-5330

5. Name of your bank and other financial references:

US Bank, Pennant Park, JP Morgan Chase Bank, Western Finance, Ford Credit

6. Name of your insurance provider:

Federated Mutual Insurance Company



July 21, 2026

Contract No. - 62434

City of East Ridge - City Hall Complex
1517 Tombras Avenue
East Ridge, TN 37412

This is an agreement between APHIX, LLC and City of East Ridge("Customer"), 1517 Tombras Avenue East Ridge, TN 37412.

General Conditions

- A. Proper turf and landscape maintenance sustains the quality and health of a landscaped area and preserves the intended design concept. Turf and landscaping are intended to provide overall aesthetically pleasing appearance for the community. This service contract is to maintain that pleasing appearance from year to year.
- B. Turf and plants are chosen for their natural shape and growth habit. All cultural practices should encourage and enhance the natural form of the turf and plant material. Services performed under this agreement will be performed to the professional horticulture standards that will allow for the longevity of all species of plants in the landscape.
- C. Mowing, string trimming, and pruning will not drastically alter the shape and growth of the plant but will be done based on the specific growth patterns of each plant.
- D. The following is to serve as required specifications and to provide guidance in the maintenance of the areas which fall under the Turf and Landscape Maintenance Contract.
- E. All work will be done in a professional manner as to not disturb the daily functions of the facility. All work will be performed to the total satisfaction of City of East Ridge.

Complete Mowing Service

1. Mowing of all turf as needed during the course of the growing season, within the terms of the contract
2. Mowing height will be consistent and even to prevent scalping of turf. Height may be increased in the heat of the summer to control burning of the turf. On average the turf will be maintained at a height of 4.0 inches.
3. Mowing patterns will be alternated on a week to week basis to create a unique pattern as well as to prevent rutting and compaction of the turf.
4. Trimming around all buildings, posts, signs, mailboxes, play areas, hydrants, steps, etc., shall be done each time mowing is performed.
5. Edging of all sidewalks, curbs, and landscape beds with a mechanical edger to ensure a neat, professional, and crisp appearance.
6. All trash and debris will be removed from turf and properly disposed of before mowing.
7. Blowing of all grass clippings from all paved surfaces, including but not limited to, sidewalks, parking lots, drive lanes, and pull offs.
8. Hand weeding and weed control applications will be made as needed in an effort to keep beds, walks, and curbs as weed free as possible.
9. The contractor will maintain necessary insurance and a state issued Department of Agriculture pesticide license. Only properly labeled materials will be used.
10. All applications made under direction of licensed pesticide applicator.

Turf Application (Fescue) - Pre-emergent Herbicide

Pre-emergent application to be applied to turf in early March to control the germination of crabgrass seed.

Turf Application (Fescue) - Spring Herbicide

Broadleaf herbicide application to be applied to turf in April-May to control weeds that have germinated from spring rains and to provide a second pre-emergent application for crabgrass control.

Turf Application (Fescue) - Summer Fertilizer

Fertilizer that gives nutrients to lawn to reduce transpiration in order to hold water more efficiently through the summer months.

Turf Aeration

Aeration of turf to reduce compaction in the soil by removing large plugs with aerator equipment.

Turf Application (Fescue) - Winter Fertilizer/Disease Prevention

Fertilization of turf in early Winter to promote strong root development in preparation for winter and decreases the chance of disease.

Police grounds

Periodically police grounds and remove any trash and debris ensuring that the property stays neat and clean.

CONTRACT SUMMARY

SERVICES	OCCURS	PRICE EACH	EXT PRICE	SALES TAX	TOTAL PRICE
Complete Mowing Service	42	\$625.00	\$26,250.00	\$0.00	\$26,250.00

Turf Application (Fescue) - Pre-emergent Herbicide	1	\$760.00	\$760.00	\$0.00	\$760.00
Turf Application (Fescue) - Spring Herbicide	1	\$650.00	\$650.00	\$0.00	\$650.00
Turf Application (Fescue) - Summer Fertilizer	1	\$1,035.00	\$1,035.00	\$0.00	\$1,035.00
Turf Aeration	2	\$3,745.00	\$7,490.00	\$0.00	\$7,490.00
Turf Application (Fescue) - Winter Fertilizer/Disease Prevention	2	\$515.00	\$1,030.00	\$0.00	\$1,030.00
Police grounds	6	\$625.00	\$3,750.00	\$0.00	\$3,750.00
			\$40,965.00	\$0.00	\$40,965.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
August	\$3,413.75	\$0.00	\$3,413.75
September	\$3,413.75	\$0.00	\$3,413.75
October	\$3,413.75	\$0.00	\$3,413.75
November	\$3,413.75	\$0.00	\$3,413.75
December	\$3,413.75	\$0.00	\$3,413.75
January	\$3,413.75	\$0.00	\$3,413.75
February	\$3,413.75	\$0.00	\$3,413.75
March	\$3,413.75	\$0.00	\$3,413.75
April	\$3,413.75	\$0.00	\$3,413.75
May	\$3,413.75	\$0.00	\$3,413.75
June	\$3,413.75	\$0.00	\$3,413.75
July	\$3,413.75	\$0.00	\$3,413.75
\$40,965.00		\$0.00	\$40,965.00

SCHEDULE OF VALUES

Description	Price
-------------	-------

\$0.00

Turf and Landscape Services Agreement

This Landscaping Services Agreement (this “Agreement”) is by and between APHIX, LLC, a Kentucky limited liability company (“APHIX”), and the undersigned customer, City of East Ridge.

RECITALS

WHEREAS, APHIX is a legal entity in the business of performing professional commercial and equine grounds management services. City of East Ridge desires to hire APHIX to perform certain landscaping services as agreed to by the parties hereto.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Landscaping Services. City of East Ridge hereby hires APHIX to perform the landscaping services described in the contract scope of services listed in the Scope of Services. APHIX agrees to use its best efforts to perform such services in a professional and timely manner. APHIX warrants that it has a level of skill commensurate with the requirements of this agreement and it agrees to employ an adequate number of competent personnel who have the necessary technical skills, qualifications, experience, certifications, and training to perform and complete the project.

Fees for Landscaping Services. City of East Ridge agrees to pay APHIX the fees in the amounts and upon the payment terms stated in the contract summary. Unless stated otherwise in the scope of services, all sales, use and transfer taxes shall be the responsibility of City of East Ridge. All invoices are net 30 and City of East Ridge agrees to pay a late fee of 2% charge per month for any invoice that is past due.

Term and Termination. This Agreement shall have a term of two (2) years, beginning August 01, 2026. This Agreement shall not automatically renew. In the event of significant price increases, City of East Ridge will be notified at a minimum of 60 days prior to the renewal date to accept the price increase. A party may only terminate this Agreement by giving at least sixty (60) days prior written notice to the other party of its decision to terminate. In the event of a mid-year termination, the services rendered will be reconciled against the payments made to determine if a credit to customer is owed or if a payment from City of East Ridge is owed. Either party will be responsible for paying debt prior to termination date.

Representations and Warranties of Customer. City of East Ridge represents and warrants as follows: (a) Customer has the corporate power and authority to own and operate its properties and assets and to carry on its business as currently conducted and as presently proposed to be conducted; and (b) all corporate action on the part of Customer’s officers, directors, and managers necessary for the authorization, execution, delivery of, and the performance of all obligations of Customer under this Agreement has been taken or will be taken prior to the Effective Date, and this Agreement constitutes a valid and legally binding obligation of Customer, enforceable against it in accordance with its terms.

Insurance. During the term of this Agreement, Customer shall maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about its common areas. During the term of this Agreement, APHIX shall maintain: (a) comprehensive general public liability insurance against claims for bodily injury, death or property damage in a combined single limit of not less than One Million and No/100 Dollars (\$1,000,000.00) for any occurrence and not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate; and (b) worker’s compensation insurance as required by law.

Limitations on APHIX Liability; APHIX Disclaimers. APHIX disclaims any and all warranties, express or implied, relating to the products and services provided hereunder.

Counterparts; Facsimile or Scanned Signatures. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The parties hereto agree that the delivery of this Agreement by facsimile or

emailed.pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.

Independent Contractor Relationship. The relationship created hereunder is that of principal and independent contractor. No partnership, joint venture, franchise or other business entity shall be created as a result of this relationship. APHIX is not an employee of Customer. Payments to APHIX shall be without income, social security or other withholdings, all of which shall be the responsibility of APHIX.

Binding Nature of Agreement. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

Notices. All notices and or demands to APHIX given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be sent to APHIX, LLC, 6308 Bonny Oaks Dr, Chattanooga TN 37416. All notices and demands to Customer to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be sent to City of East Ridge, 1517 Tombras Avenue East Ridge, TN 37412

Governing Law; Venue; Attorney's Fees. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Tennessee, without regard to or application of its conflicts of laws principles. The parties agree and hereby submit to the exclusive personal jurisdiction and venue of the circuit courts of Hamilton County, Tennessee. Each party waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation (legal or equitable) or controversy in connection with this Agreement shall be entitled to recover from the other party reasonable costs and expenses, including, without limitation, fees of attorneys, paralegals, experts and other professionals, incurred by such party in connection with such litigation.

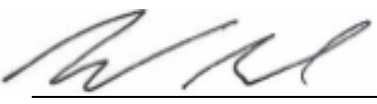
Entire Agreement; Amendment. This Agreement and the documents referred to herein contain the complete agreement between the parties hereto and supersede any prior understanding, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement may only be modified by a written amendment signed by all the parties.

Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is executed in writing by the party waiving such provision. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement. No waiver of any breach or violation of any provision of this Agreement shall constitute a waiver of any subsequent breach of such provision.

Customer Responsibilities. Any required permits, fees, or approvals from governing officials are to be obtained by the customer prior to APHIX beginning work, unless otherwise noted in this proposal.

This quote is valid for 60 days from the date of the quotation.

IN WITNESS WHEREOF, this Landscaping Services Agreement is signed by the parties hereto and is effective as of August 01, 2026

By 
Matthew Smith
Date 7/21/2026
APHIX, LLC

By _____
Date _____
City of East Ridge - City Hall
Complex

ORDINANCE NO. ____

AGENDA MEMORANDUM

Ordinance

Date: August 13, 2026

Submitted by:



Michael Howell, Chief Building Official

SUBJECT: Title 9, Chapter 12 (New), Specialty Shop Establishment Ordinance

On July 6, 2026, the East Ridge Planning Commission reviewed a proposed ordinance titled "Specialty Shops". The proposed ordinance aims to reasonable govern land use impacts of specialty shops from other general retail establishments. Much like Ordinance 901 (Firework Retailer) and Ordinance 985 (Alternative Financial Institutions), the Specialty Shop ordinance also requires "Use on Review" approval by the City Council and incorporates distance regulations, and zoning requirements.

The East Ridge Planning Commission recommend approval of the ordinance with the following amendments:

Section 4, Subsection 115, item E - Minimum Development Requirements:

1. From 1500 feet to 2500 feet from any other Specialty Shop.
2. From 1000 feet to 500 feet from any private or public school, daycare facility, church, or other place of worship, and any public park or playground.

Section 4, Subsection 115, item C - Permit Approval and Transferability:

1. Add transfer of ownership

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND TITLE 9, BUSINESS, PEDDLERS, SOLICITORS, ETC., BY ADDING A NEW CHAPTER 12, NAMED SPECIALTY SHOPS AND TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481 RELATIVE TO ZONING REGULATIONS CONCERNING SPECIALTY SHOP ESTABLISHMENTS.

WHEREAS, the City Council finds that certain retail establishments devoted primarily to the sale of vapor products, tobacco products, smoking accessories, hemp-derived cannabinoid products, kratom products, and similar merchandise (“Specialty Shop”) establishments may create land-use impacts different from those associated with general retail establishments; and

WHEREAS, the East Ridge Municipal Code doesn’t currently address specific regulations governing the location and land-use impacts of such Specialty Shop establishments; and

WHEREAS, the City Council finds that it is necessary and desirable to establish reasonable regulations to govern Specialty Shop establishments within the City of East Ridge to prevent excessive clustering and over accumulation and to limit the location to protect other land uses such as schools, parks, daycares, playgrounds, and churches; and

WHEREAS, , the City Council intends this Ordinance to regulate the location and land-use characteristics of certain Specialty Shop establishments and not the sale, distribution, manufacture, labeling, or regulation of any product otherwise governed by Tennessee law; and

WHEREAS, the City Council finds that regulating Specialty Shop establishments serves a legitimate public purpose by protecting the health, safety, and welfare of its residents;

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

SECTION 1: That Title 9 is hereby amended by adding a new chapter 12 – Specialty Shops, as follows:

TITLE 9

BUSINESS, PEDDLERS, SOLICITORS, ETC.¹

CHAPTER

1. MISCELLANEOUS.

2. PEDDLERS, SOLICITORS, ETC.
3. TAXICABS.
4. POOL ROOMS.
5. WRECKING AND TOWING SERVICE.
6. REGULATION OF AMBULANCES.
7. LICENSING AND REGULATION OF MASSAGE PARLORS.
8. TELECOMMUNICATIONS SERVICES.
9. CABLE TELEVISION.
10. YARD SALES.
11. MOBILE FOOD VENDORS AND FOOD TRUCKS
12. SPECIALTY SHOPS (*New Chapter*)

CHAPTER 6 SPECIALTY SHOPS

SECTION

- 9-1201. Definitions.
- 9-1202. Purpose.
- 9-1203. Permitted Location.
- 9-1204. Compliance with State Law and Regulations.
- 9-1205. Location Restrictions.
- 9-1206. Regulations for Specialty Shops.
- 9-1207. Violations.

9-1201. Definitions. Unless specifically defined below, words and phrases used in this chapter shall be interpreted according to their commonly accepted meanings in order to give this chapter its most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary; the word “may” is permissive. The following definitions apply throughout this chapter and in any regulations adopted pursuant hereto, unless specifically stated otherwise. Capitalization of defined terms does not affect their meaning.

(1) A “specialty shop” means a retail establishment in which twenty-five percent (25%) or more of the gross floor area, displayed inventory, or annual gross sales is devoted to the sale of one or more of the following:

(2) The remaining portion of the sales floor may be used for other retail purposes, provided those areas do not primarily promote or sell the product types defined in this section.

9-1202. Purpose. The purpose of this Ordinance is to specifically regulate the operation and location of specialty smoke and vape shops, or any establishment selling similar materials. The goal of this Ordinance is to promote compatibility of surrounding and contiguous land uses, reduce any potential of adverse secondary effects of the clustering of such specialty establishments, and protect the citizens of East Ridge, Tennessee, in particular the youth of the community.

9-1203. Permitted Location. Specialty shops shall be permitted only as a use permitted on review in the C-2 General Commercial District as set forth by the East Ridge Zoning Ordinance.

9-1204. Compliance with State Law and Regulations.

(1) It shall be unlawful to engage in the business of selling, storing, transporting, distributing, purchasing, or possessing electronic nicotine delivery systems (ENDS), vapor products, or related materials within the East Ridge corporate limits, except as authorized under Tennessee Code Annotated, Title 39, Chapter 17, Part 15, and all rules and regulations promulgated pursuant thereto.

(2) All provisions of the Tennessee Code Annotated, Title 57, and all rules of the Tennessee Alcoholic Beverage Commission, Chapters 0100-01 through 0100-15, as amended, together with all applicable regulations of the Tennessee Department of Revenue relating to alcoholic beverages, are hereby adopted by reference.

(3) All specialty shops shall operate in full compliance with this chapter, Tennessee Code Annotated, Title 39, Chapter 17, Part 15, and all applicable rules and regulations of state agencies with authority over tobacco and vapor products, including but not limited to the Tennessee Department of Agriculture, the Tennessee Department of Health, and the Tennessee Department of Revenue.

9-1205. Location Restrictions. No specialty shops shall be established or permitted when the operation of such a business at the premises would be in close proximity to any specified area or would otherwise be detrimental to the public interest, as determined under the guidelines set forth in the adopted East Ridge Zoning Ordinance. Distances for each restriction shall be measured in a straight line from the nearest property boundaries.

9-1206. Regulations for Specialty Shops.

(1) No specialty shop shall sell vape products to a person under 21 years of age. Employees and agents must reasonably verify age (e.g., via photo ID). A violation occurs regardless of false representations by the purchaser.

(2) No specialty shop shall sell, lend, or give away vape products to any person who is visibly intoxicated, nor shall sales occur to a person accompanied by someone who is visibly intoxicated.

(3) Vape products must be sold in sealed containers only; open or unsealed packaging is prohibited.

(4) No minors (under age 18) are permitted inside the premises of a specialty shop unless legally supervised; clear signage to that effect must be posted in a conspicuous location.

9-1207. Violations. Except as otherwise provided in this chapter, any violation of its provisions shall be subject to the same procedures and penalties applicable to violations of other city ordinances. Any person violating this chapter may be cited to the City Administrative Hearing Officer where substantial fines and penalties not to exceed authorized limits may be imposed.

SECTION 2:

That East Ridge Zoning Ordinance (Ordinance No. 481), Article II, Section 101 General Definitions, be amended by adding a new definition as follows:

“Specialty Shop” shall have the same meaning as set forth in Title 9, Chapter 12, Section 9-1201 of the East Ridge City Code. That definition is adopted herein by reference.

SECTION 3:

That East Ridge Zoning Ordinance (Ordinance No. 481), Article V, 1200 C-2 General Commercial District, Section 1203, Uses Permitted on Review, be amended by adding a new subsection (I) Specialty Shop Establishment.

1203 (I). Specialty Shop Establishments

SECTION 4:

That East Ridge Zoning Ordinance (Ordinance No. 481), Article VII, Regulations for Uses Permitted on Review, be amended by adding a new Section 115 as follows:

115 Specialty Shop Establishments

Specialty Shop establishments may be allowed in C-2 General Commercial District as a Use on Review provided that the use meets the following minimum conditions, restrictions and other provisions:

A. Intent:

Uses Permitted on Review for a Specialty Shop establishment is intended to establish reasonable regulations to minimize the impact or characteristics of such use on the community adjacent to and surrounding such use, and to assure and maintain public safety and welfare.

B. Specialty Shop Establishment Defined

For purposes of this section, the term *specialty shop* shall have the same meaning as set forth in Article II, Section 101 General Definitions, as amended. That definition is adopted herein by reference.

C. Permit Approval and Transferability:

City Council approval of the Uses Permitted on Review for a Specialty Shop establishment shall be issued for the specific site location and/or address of the proposed

Specialty Shop establishment under review. The permit is non-transferable to another site, property, or location.

Notwithstanding the foregoing, the use on review approval shall not be deemed to lapse or require reapproval solely because of a change in ownership of the Specialty Shop establishment, provided that:

- (i) The use continues to operate at the same site location and/or address, and without material change in the nature, scope, or physical footprint of the operation from previous city council approval;
- (ii) The new owner submits written notice of the change in ownership to the Chief Building Official, within thirty (30) days of the transfer; and
- (iii) The establishment remains, and continues to operate, in full compliance with all conditions of the original approval and all applicable provisions of this chapter. Any material change in the nature, scope, or physical footprint of the operation, or any relocation of the establishment, shall require a new application for Uses Permitted on Review

D. Application Procedure:

1. The applicant shall apply for a permit for Uses Permitted on Review in accordance with Article IV, Section 105. Applicants shall also submit to the City Council, through the Chief Building Official, a site plan and a vicinity map showing the property, which is the site of the proposed Specialty Shop establishment, and all parcels of property within a 1,500-foot radius. The vicinity map shows the distance from the proposed Specialty Shop establishment to the nearest property being used as a Specialty Shop establishment and to the nearest residential zone property. Distances are to be measured from the property line to the property line.
2. The Chief Building Official will send notice of the public hearing held by the City Council by regular mail to each property owner(s) within a minimum of a 500-foot radius from the property line of the proposed Specialty Shop establishment. Notification letters will be mailed at least seven days before the public hearing.

E. Minimum Development Requirements:

1. No Specialty Shop establishment shall be located within one thousand five hundred (2,500) feet of any other Specialty Shop establishment, with the interval distance to be measured in a straight line from property line to property line.
2. A Specialty Shop establishment shall not be permitted to be located within one thousand (500) feet of any private or public school, daycare facility, church, or other

- place of worship, and any public park or playground, with the interval distance to be measured in a straight line from property line to property line.
3. No Specialty Shop establishment shall be located within five hundred (500) feet of any residential zoned property, with the interval distance to be measured in a straight line from property line to property line.
 4. If the permit for Uses Permitted on Review for a Specialty Shop establishment is approved, the City Council may require additional conditions that must be met by the applicant.

F. Operational Standards:

1. Adequate off-street parking exists to serve the proposed use;
2. The use will not create undue traffic congestion or unsafe ingress and egress conditions;
3. The use complies with all applicable signage, landscaping, buffering, and site development requirements of the Zoning Ordinance;
4. Exterior lighting is designed to minimize impacts on adjoining properties; and
5. The use otherwise complies with all applicable federal, state, and local laws and regulations.

G. Change Of Use:

Any existing retail establishment that subsequently meets the definition of a Specialty Shop establishment shall obtain approval as required herein prior to commencing operation of such use.

H. Nonconforming Uses:

Any Specialty Shop establishment lawfully operating before the effective date of this Ordinance shall be deemed a legal nonconforming use and shall not be subject to this Ordinance. Such use may continue, provided it complies with all applicable federal, state, and local laws and regulations. However, no such nonconforming use may relocate to another site or expand its existing floor area unless it fully complies with this Ordinance. Nothing herein shall be construed to authorize the establishment of a new Specialty Shop at a different location without compliance with the provisions of this Ordinance and other applicable law. Relocation of a use to a separate parcel or premises shall constitute a new use subject to the requirements of this Ordinance. In the event of damage or destruction to a structure occupied by a lawful nonconforming Specialty Shop, repair, reconstruction, restoration, and continued operation shall be governed by applicable federal, state, and local laws and regulations.

BE IT FURTHER ORDAINED, that, if any provision of this Ordinance is declared unconstitutional or otherwise invalid by the judgment of decree of any court or competent jurisdiction, such unconstitutionality or invalidity shall not affect any remaining provisions of this Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance take effect immediately after its passage, the public welfare required 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

RESOLUTION NO. _____

AGENDA MEMORANDUM

Overlay District

Date: August 13, 2026

Submitted by:

A handwritten signature in blue ink, appearing to read "Michael Howell", is written over a horizontal line.

Michael Howell, Chief Building Official

SUBJECT: Overlay District Request for Mobile Food Vending

On June 17, 2026, the East Ridge Building Department received an application from Mr. Mo Barr requesting City Council review of a proposed overlay district at 5521 Ringgold Road. The request is submitted in accordance with Ordinance 1245, which establishes regulations for the operation of mobile food vending businesses within the City of East Ridge.



**Record No: FTOD-
26-1**

Food Truck Overlay
District Application

Status: Active

Submitted On: 6/12/2026

Primary Location

5521 RINGGOLD RD
East Ridge, TN 37412

Owner

Mo Barr
Shallowford Rd Suite 105 6111
CHATTANOOGA, TN 37421

Applicant



Mo Barr



[REDACTED]
[REDACTED]
6111 Shallowford Rd Suite
105
Chattanooga, tn 37421

Applicant Role

Who may apply: An application may be filed by a property owner, a group of property owners, or an authorized agent acting on behalf of one or more property owners within the proposed overlay area (§9-1105(b)(i)).

Applicant Role* ⓘ

Property Owner

Organization / Entity Name* ⓘ

Mo Barr

Applicant Name*

Mo Barr

Applicant Address*

6111 Shallowford Rd Suite 105
Chattanooga, TN 37421

Applicant Email Address*

[REDACTED]

Applicant Phone/Cell*

[REDACTED]

Property Details

Provide property details as shown on tax records and the current zoning designation.

Parcel / Tax ID No.* ?

169K-A-001

Current Zoning* ?

C2

Lot Size* ?

0.16

Days & Hours of Operation * ?

12pm 6pm

Alcohol Sales On Site* ?

No

Proposed Number of Food Trucks* ?

1

Current Use / Description of Property ?

Empty Land Lot

Overlay District Name & Description

Boundary Requirements (§9-1105(b)(ii)): Include a map or survey clearly identifying the proposed overlay district boundaries, a complete parcel list with parcel numbers and zoning, and written consent from each parcel owner.

Proposed District Name ?

Ringgold Road Food Vendor District

Approximate Total Area ?

6812

Purpose / Description of Proposed District ?

Ringgold Road Food Vendor Development District

Required Map & Consent Documents

Upload the boundary map/survey for the overlay district and written consent from each parcel owner.

Boundary Map or Survey* ?



OLD Boundary Map.png

Written Consent from All Parcel Owners ?



No File Uploaded

Review includes property/zoning data, parcel ownership, boundary documents, owner consents, operational information, and code compliance.

HELPTXT ?

Applicant Signature*



Mo Barr

Jun 17, 2026

Record Activity

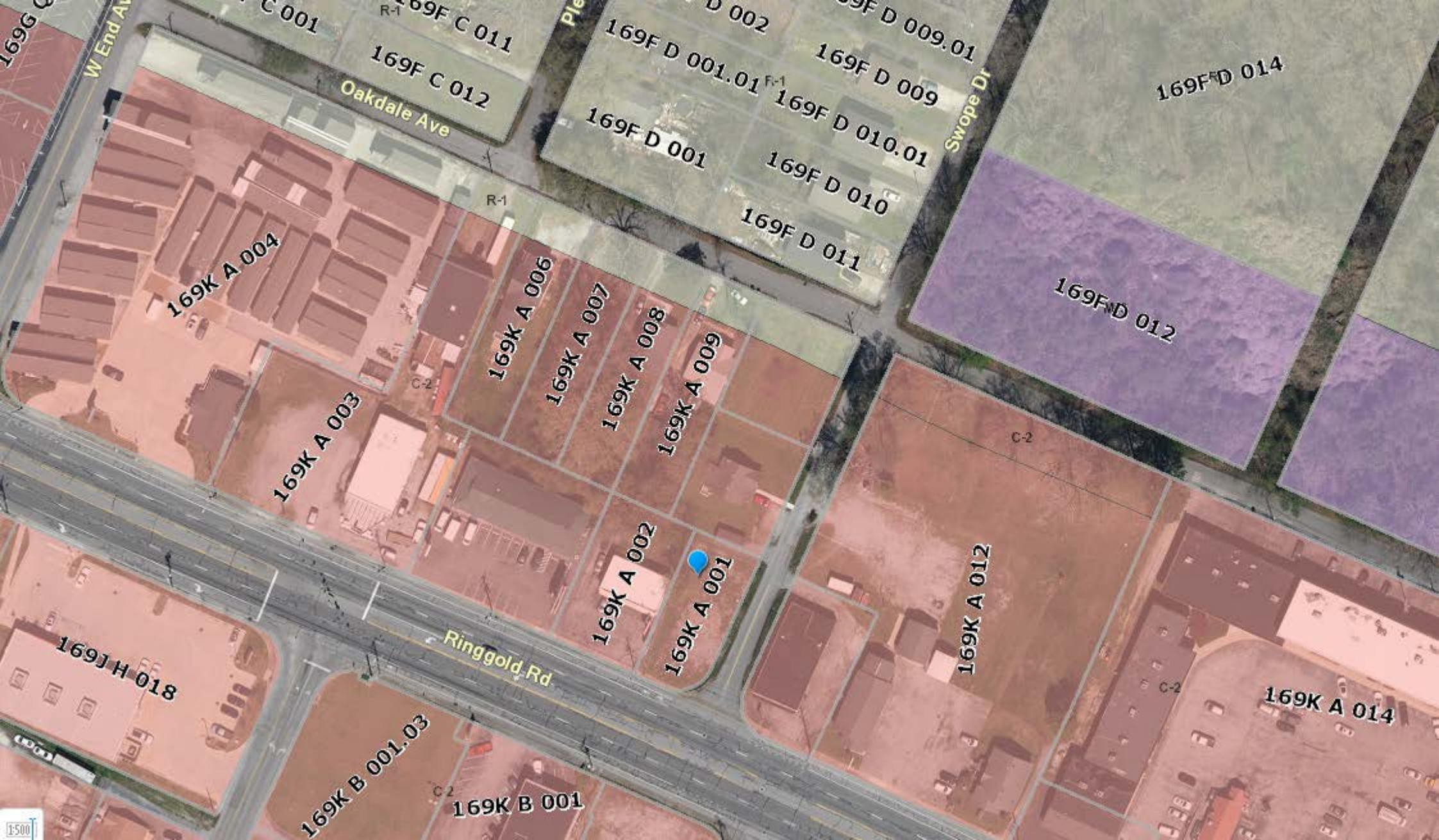
Idriss Bar started a draft Record	06/12/2026 at 3:53 pm
Mo Barr submitted Record FTOD-26-1	06/12/2026 at 4:07 pm
OpenGov system altered approval step Review, changed status from Inactive to Active on Record FTOD-26-1	06/12/2026 at 4:07 pm
OpenGov system assigned approval step Review to Melissa Mahoney on Record FTOD-26-1	06/12/2026 at 4:07 pm
Melissa Mahoney approved approval step Review on Record FTOD-26-1	06/17/2026 at 9:22 am
OpenGov system altered approval step City Council Review, changed status from Inactive to Active on Record FTOD-26-1	06/17/2026 at 9:22 am
OpenGov system assigned approval step City Council Review to Michael Howell on Record FTOD-26-1	06/17/2026 at 9:22 am

Michael Howell added Record FTOD-26-1 to project OVERLAY DISTRICT	06/17/2026 at 9:33 am
Michael Howell added payment step Application Fee to Record FTOD-26-1	06/17/2026 at 11:25 am
OpenGov system altered payment step Application Fee, changed status from Inactive to Active on Record FTOD-26-1	06/17/2026 at 11:25 am
Michael Howell waived payment step Application Fee on Record FTOD-26-1	06/17/2026 at 11:25 am
Michael Howell added Proposed Number of Food Trucks to Record FTOD-26-1	06/17/2026 at 11:37 am
Michael Howell changed form field entry Boundary Map or Survey from "" to "43752" on Record FTOD-26-1	06/17/2026 at 11:39 am
Michael Howell added Applicant Name to Record FTOD-26-1	06/17/2026 at 11:47 am
Michael Howell added Applicant Address to Record FTOD-26-1	06/17/2026 at 11:47 am
Michael Howell added Applicant Email Address to Record FTOD-26-1	06/17/2026 at 11:47 am
Michael Howell added Applicant Phone/Cell to Record FTOD-26-1	06/17/2026 at 11:47 am
Michael Howell changed form field entry Organization / Entity Name from "" to "NA" on Record FTOD-26-1	06/17/2026 at 11:47 am
Michael Howell changed form field entry Applicant Name from "M Barr" to "Mo Barr" on Record FTOD-26-1	06/17/2026 at 11:48 am
Michael Howell submitted a Change Request on Record FTOD-26-1	06/17/2026 at 11:52 am
Mo Barr added Applicant Signature to Record FTOD-26-1	06/17/2026 at 1:38 pm
Mo Barr changed form field entry Applicant Phone/Cell from [REDACTED] on Record FTOD-26-1	06/17/2026 at 1:38 pm
Mo Barr changed form field entry Applicant Email Address from [REDACTED] to [REDACTED] on Record FTOD-26-1	06/17/2026 at 1:38 pm
Mo Barr changed form field entry Applicant Address from "6111 Shallowford Rd Suite 105 Chattanooga, TN 37421" to "6111 Shallowford Rd Suite 105 Chattanooga,TN 37421" on Record FTOD-26-1	06/17/2026 at 1:38 pm
Mo Barr changed form field entry Applicant Name from "Mo Barr" to "Mo Barr" on Record FTOD-26-1	06/17/2026 at 1:38 pm

Mo Barr changed form field entry Proposed Number of Food Trucks from "1" to "1" on Record FTOD-26-1	06/17/2026 at 1:38 pm
Mo Barr changed form field entry Organization / Entity Name from "NA" to "Mo Barr" on Record FTOD-26-1	06/17/2026 at 1:38 pm
Mo Barr submitted a new version of Record FTOD-26-1 of Record FTOD-26-1	06/17/2026 at 1:38 pm
Michael Howell added payment step Application Fee Overlay District to Record FTOD-26-1	06/19/2026 at 10:36 am
Michael Howell completed payment step Application Fee Overlay District on Record FTOD-26-1	06/19/2026 at 3:40 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Review	6/12/2026, 4:07:22 PM	6/17/2026, 9:22:25 AM	Melissa Mahoney	-	Completed
 Application Fee	6/17/2026, 11:25:10 AM	6/17/2026, 11:25:24 AM	-	-	Skipped
 Application Fee Overlay District	6/19/2026, 10:36:32 AM	6/19/2026, 3:40:53 PM	-	-	Completed
 City Council Review	6/17/2026, 9:22:26 AM	-	Michael Howell	-	Active
 Decision Letter	-	-	-	-	Inactive



169G C 001

W End Ave

169F C 001

169F C 011

169F C 012

Oakdale Ave

Pleasant

169F D 002

169F D 001.01

169F D 001

169F D 009.01

169F D 009

169F D 010.01

169F D 010

169F D 011

Swope Dr

169F D 014

169K A 004

169K A 003

169K A 006

169K A 007

169K A 008

169K A 009

169K A 002

169K A 001

169K A 012

C-2

169F D 012

169J H 018

Ringgold Rd

169K B 001.03

169K B 001

169K A 014

RESOLUTION NO. _____

AGENDA MEMORANDUM

Overlay District

Date: August 13, 2026

Submitted by:

A handwritten signature in blue ink, appearing to read 'Michael Howell', is written over a horizontal line.

Michael Howell, Chief Building Official

SUBJECT: Overlay District Request for Mobile Food Vending

On June 29, 2026, the East Ridge Building Department received an application from Mr. Kenny Custer requesting City Council review of a proposed overlay district at 1 Stadium Way. The request is submitted in accordance with Ordinance 1245, which establishes regulations for the operation of mobile food vending businesses within the City of East Ridge.





**Record No: FTOD-
26-2**

Food Truck Overlay
District Application

Status: Active

Submitted On: 6/26/2026

Primary Location

1 STADIUM WAY
East Ridge, TN 37412

Owner

STADIUM DEVELOPMENT
COMPANY LLC
301 W PLATT ST #A 500
TAMPA, FL 33606

Applicant

 Kenny Custer
 
 kcuster@star-cb.com
 5726 Marlin Road
Chattanooga , Tn 37411

Applicant Role

Who may apply: An application may be filed by a property owner, a group of property owners, or an authorized agent acting on behalf of one or more property owners within the proposed overlay area (§9-1105(b)(i)).

Applicant Role*

Authorized Agent

Organization / Entity Name*

Stadium Development Company

Applicant Name*

Kenny Custer

Applicant Address*

5726 Marlin Road Chattanooga Tn 37411

Applicant Email Address*

kcuster@star-cb.com

Applicant Phone/Cell*



Property Details

Provide property details as shown on tax records and the current zoning designation.

Parcel / Tax ID No.* ?

169E D 008.01

Current Zoning* ?

C-4

Lot Size* ?

7.26 Acres

Days & Hours of Operation * ?

Monday - Friday 8-5 events vary
depending on type

Alcohol Sales On Site* ?

Yes

Proposed Number of Food Trucks* ?

varies depending on event needs average
of +/-5

Current Use / Description of Property ?

Stadium and Event Operations Entertainment District

Overlay District Name & Description

Boundary Requirements (§9-1105(b)(ii)): Include a map or survey clearly identifying the proposed overlay district boundaries, a complete parcel list with parcel numbers and zoning, and written consent from each parcel owner.

Proposed District Name ?

Gateway Development

Approximate Total Area ?

65.57

Purpose / Description of Proposed District ?

Gateway Development mixed use development with Retail, Sports and Events,
Residential, Healthcare Etc

Parcel List

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 008

Street Address ?

Stadium Way

Zoning ?

C-4

Owner Name ?

Sterling Holdings

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 008.01

Street Address ?

Stadium Way

Zoning ?

C-4

Owner Name ?

Stadium Development Comapny LLC

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 008.01

Street Address ?

930 Hurst St

Zoning ?

C-4

Owner Name ?

Sterling Holdings

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 007

Street Address ?

1000 Floyd St

Zoning ?

C-4

Owner Name ?

Sterling Holdings

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 006

Street Address ?

1004 Floyd Dr

Zoning ?

C-4

Owner Name ?

Sterling Holdings

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 006

Street Address ?

6419 Mcall Road

Zoning ?

C-4

Owner Name ?

Sterling Holdings

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 003 C001

Street Address ?

6423 McCall Road

Zoning ?

C-4

Owner Name ?

TN Gateway Phase 1 A LLC

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 008.02

Street Address ?

6581 McCall Road

Zoning ?

C-4

Owner Name ?

TN Gateway Phase 1 A LLC

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169E D 001.01

Street Address ?

6517 McCall Road

Zoning ?

C-4

Owner Name ?

TN Gateway Phase 1 A LLC

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169L K 020

Street Address ?

1403 Mack Smith Road

Zoning ?

C-4

Owner Name ?

TN Gateway Phase 1 A LLC

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169L L 002

Street Address ?

1410 Mack Smith Road

Zoning ?

C-1

Owner Name ?

TN Gateway Phase 1 A LLC

Provide parcel/tax ID, street address, zoning, and owner name for each parcel.
Written consent from each owner must be uploaded in the Documents section.

Parcel / Tax ID ?

169L K 020.01

Street Address ?

1402 Mack Smith Road

Zoning ?

C-1

Owner Name ?

LH Mack Smith Road LLC

Required Map & Consent Documents

Upload the boundary map/survey for the overlay district and written consent from each parcel owner.

Boundary Map or Survey* ?



Food Truck Overlay Boundry.pdf

Written Consent from All Parcel Owners ?



Food Truck Overlay Letter.docx

Review includes property/zoning data, parcel ownership, boundary documents, owner consents, operational information, and code compliance.

HELPTXT ?

Applicant Signature*



Kenneth Wayne Custer Jr

Jun 26, 2026

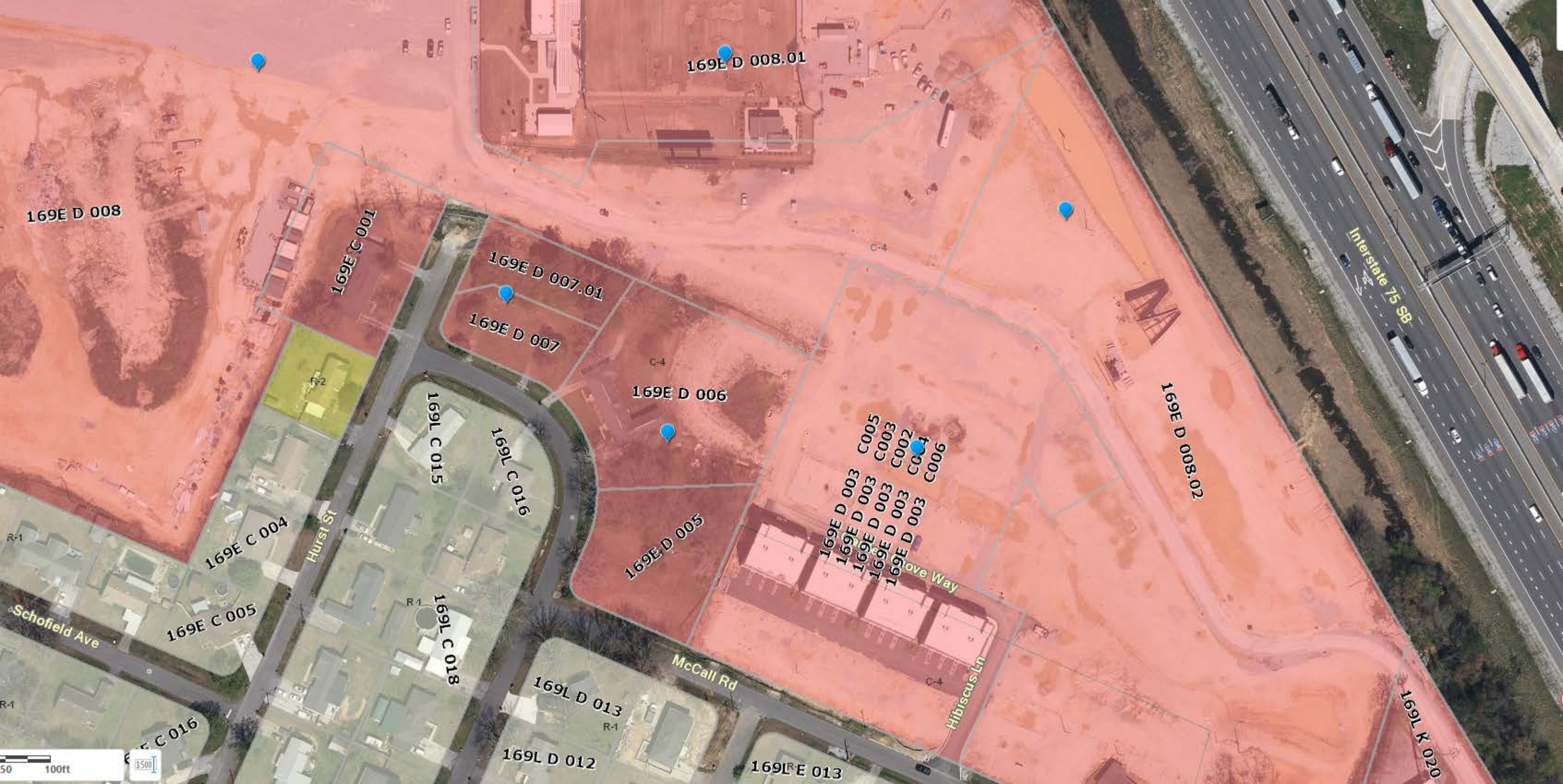
Record Activity

Kenny Custer started a draft Record	06/23/2026 at 2:32 pm
Kenny Custer added file Food Truck Overlay Letter NFPA Section .docx	06/26/2026 at 3:28 pm
Kenny Custer submitted Record FTOD-26-2	06/26/2026 at 3:29 pm
OpenGov system altered approval step Review, changed status from Inactive to Active on Record FTOD-26-2	06/26/2026 at 3:29 pm
OpenGov system assigned approval step Review to Melissa Mahoney on Record FTOD-26-2	06/26/2026 at 3:29 pm

Melissa Mahoney approved approval step Review on Record FTOD-26-2	06/29/2026 at 8:12 am
OpenGov system altered payment step Application Fee Overlay District, changed status from Inactive to Active on Record FTOD-26-2	06/29/2026 at 8:12 am
OpenGov system completed payment step Application Fee Overlay District on Record FTOD-26-2	06/29/2026 at 10:26 am
OpenGov system altered approval step City Council Review, changed status from Inactive to Active on Record FTOD-26-2	06/29/2026 at 10:26 am
OpenGov system assigned approval step City Council Review to Michael Howell on Record FTOD-26-2	06/29/2026 at 10:26 am
Michael Howell added Record FTOD-26-2 to project Overlay District Request	06/30/2026 at 8:14 am

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
 Review	6/26/2026, 3:29:55 PM	6/29/2026, 8:12:30 AM	Melissa Mahoney	-	Completed
 Application Fee Overlay District	6/29/2026, 8:12:30 AM	6/29/2026, 10:26:00 AM	Kenny Custer	-	Completed
 City Council Review	6/29/2026, 10:26:00 AM	-	Michael Howell	-	Active
 Decision Letter	-	-	-	-	Inactive



169E D 008

169E D 008.01

169E C 001

169E D 007.01

169E D 007

169E D 006

169E D 008.02

169L C 015

169L C 016

169E C 004

169E C 005

169L C 018

169E D 005

169E D 003 C005
169E D 003 C003
169E D 003 C002
169E D 003 C004
169E D 003 C006

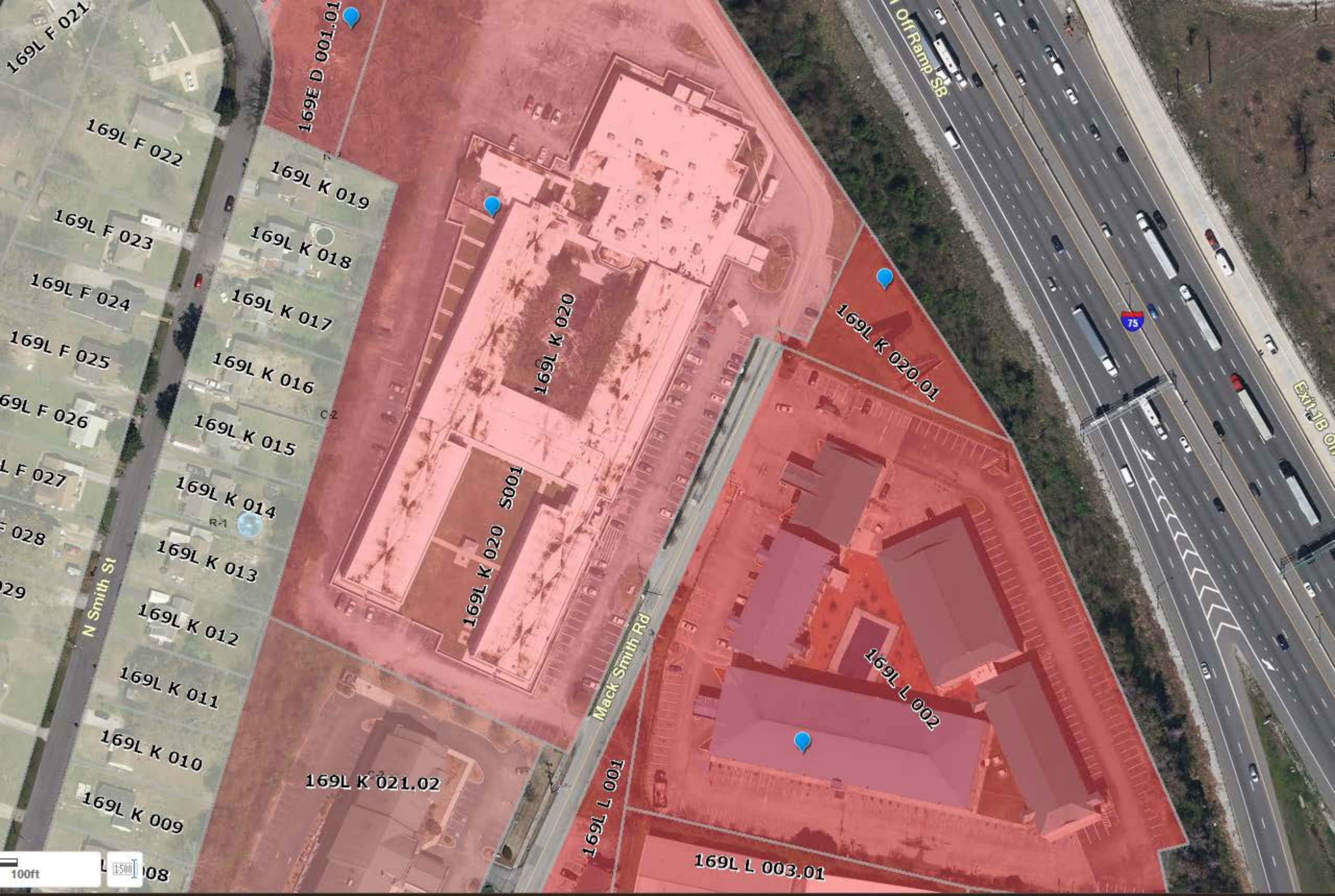
169L D 013

169L D 012

169L E 013

169L K 020

Interstate 75 SB



169L F 021
169L F 022
169L F 023
169L F 024
169L F 025
169L F 026
169L F 027
169L F 028
169L F 029
N Smith St
169L K 019
169L K 018
169L K 017
169L K 016
169L K 015
169L K 014
169L K 013
169L K 012
169L K 011
169L K 010
169L K 009
169L K 020
169L K 020 S001
169L K 021.02
169L L 001
169L L 002
169L L 003.01
169L K 020.01
169E D 001.01
Off Ramp SB
75
Exit 1B On

RESOLUTION NO. ____

AGENDA MEMORANDUM

Purchase New Vehicle

Date: August 13th, 2026

Submitted by:



Michael Howell, Chief Building Official

SUBJECT: Request to Purchase New Vehicle

The Building and Codes Department is seeking the city council's approval to purchase a new 2026 F-150 4x4 regular cab through the Tennessee Department of General Services statewide contract listing #209 in the amount of \$48,591.00 from Lonnie Cobb Ford in Hendersonville, Tennessee.

This vehicle is included in the approved budget for the fiscal year 2026-2027.



Prepared by: STEVEN BLACKSTOCK

02/10/2026

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

Re: Vehicle Proposal 02/10/2026

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

[SWC 209](#)

[Lonnie Cobb Ford contract # 88764](#)



Prepared by: STEVEN BLACKSTOCK

02/10/2026

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles



Prepared by: STEVEN BLACKSTOCK

02/10/2026

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

As Configured Vehicle

Code	Description	MSRP
F1L	Base Vehicle Price (F1L)	\$44,345.00
103A	Equipment Group 103A High <i>Includes:</i> - Engine: 5.0L V8 - Includes auto start-stop technology - 50-State Emissions <i>Standard equipment on 2.7L (99P) and 5.0L V8 (99S). Automatically added to 3.5L EcoBoost (99B) and 3.5L PowerBoost full hybrid (99D) orders from dealers located in the following California emissions states: California, Massachusetts, New York, Oregon, Pennsylvania, Vermont and Washington. Available 3.5L EcoBoost (99B) and 3.5L PowerBoost full hybrid (99D) option for dealers in federal states for all order types (retail / stock / fleet). Arizona, Connecticut, Delaware, Idaho, Maine, Maryland, Montana, New Hampshire, New Jersey, Nevada, Ohio, Rhode Island and West Virginia. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for commercial / rental fleet orders. Available option for dealers located in all states for government fleet orders with ship-to addresses in California emissions states.</i> - Transmission: Electronic 10-Speed Automatic - Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut - Electronic Locking w/3.73 Axle Ratio - GVWR: 6,450 lbs Payload Package - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM Stereo w/SiriusXM 360L <i>Includes 4 speakers and auxiliary audio input jack. Note: includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/ or www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349. Available in the 48 contiguous United States, D.C., and Puerto Rico (with coverage limits and capable receiver). Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i> - Ford Connectivity Package (1-Year Included) - Includes (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization, customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan. - SYNC 4 w/Enhanced Voice Recognition - Includes 12" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition. - Interior Work Surfaces - Chrome Bumpers - LED Fog Lamps - Rear Window Fixed Privacy Glass w/Defroster	\$1,195.00
995	Engine: 5.0L V8 <i>Includes auto start-stop technology:</i> <i>Includes:</i> - 50-State Emissions	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

02/10/2026

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Standard equipment on 2.7L (99P) and 5.0L V8 (995). Automatically added to 3.5L EcoBoost (998) and 3.5L PowerBoost full hybrid (99D) orders from dealers located in the following California emissions states: California, Massachusetts, New York, Oregon, Pennsylvania, Vermont and Washington. Available 3.5L EcoBoost (998) and 3.5L PowerBoost full hybrid (99D) option for dealers in federal states for all order types (retail / stock / fleet): Arizona, Connecticut, Delaware, Idaho, Maine, Maryland, Montana, New Hampshire, New Jersey, Nevada, Ohio, Rhode Island and West Virginia. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for commercial / rental fleet orders. Available option for dealers located in all states for government fleet orders with ship-to addresses in California emissions states</i>	
44G	Transmission: Electronic 10-Speed Automatic	Included
	<i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	
XL6	Electronic Locking w/3.73 Axle Ratio	Included
STDGV	GVWR: 6,450 lbs Payload Package	Included
STDTR	Tires: 265/70R17 BSW A/T	Included
NONWL	Wheels: 17" Silver Painted Aluminum	Included
A	Vinyl 40/20/40 Front Seat	N/C
122WB	122" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/SiriusXM 360L	Included
	<i>Includes 4 speakers and auxiliary audio input jack. Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Note: all SiriusXM services require a subscription, sold separately by SiriusXM after the trial period. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates. Fees and taxes apply. See the SiriusXM customer agreement & privacy policy at http://www.siriusxm.com/. Visit http://www.siriusxm.com/FAQS for most current service area information. Availability of some services and features is subject to device capabilities and location restrictions. All fees, content and features are subject to change. SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries.</i>	
	<i>Includes:</i> - Ford Connectivity Package (1-Year Included) - Includes (features may vary by make and model) unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan - SYNC 4 w/Enhanced Voice Recognition - Includes 12" center display, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.	

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Prepared by: STEVEN BLACKSTOCK

02/10/2026

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

As Configured Vehicle (cont'd)

Code	Description	MSRP
924	Rear Window Fixed Privacy Glass w/Defroster	Included
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in QASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions <i>Standard equipment on 2.7L (99P) and 5.0L V8 (995). Automatically added to 3.5L Ecoboost (998) and 3.5L PowerBoost full hybrid (99D) orders from dealers located in the following California emissions states: California, Massachusetts, New York, Oregon, Pennsylvania, Vermont and Washington. Available 3.5L Ecoboost (998) and 3.5L PowerBoost full hybrid (99D) option for dealers in federal states for all order types (retail / stock / fleet): Arizona, Connecticut, Delaware, Idaho, Maine, Maryland, Montana, New Hampshire, New Jersey, Nevada, Ohio, Rhode Island and West Virginia. Available option for dealers located in all states for retail orders. Available option for dealers located in all states for commercial / rental fleet orders. Available option for dealers located in all states for government fleet orders with ship-to addresses in California emissions states.</i>	Included
YZ_01	Oxford White	N/C
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat	N/C
4 leds	Front and rear LED's <i>(2) LED's mounted to front grill LED strip under tailgate</i>	\$825.00
cab steps	Ranger/ F150 cab steps <i>black tube cab steps</i>	\$575.00
spray in bedlin	spray in bedliner	\$595.00
topper	cab high topper	\$4,995.00
SUBTOTAL		\$52,530.00
Destination Charge		\$2,595.00
TOTAL		\$55,125.00

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Prepared by: STEVEN BLACKSTOCK
02/10/2026

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

2026 F-150 4x4 Regular Cab 6.5' box 122" WB XL (F1L)

Price Level: 620

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$44,345.00
Options	\$1,195.00
Colors	\$0.00
Upfitting	\$6,990.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,595.00
Subtotal	\$55,125.00

Pre-Tax Adjustments

Code	Description	MSRP
fleet discount	fleet discount	-\$6,534.00
Total		\$48,591.00

Customer Signature

Acceptance Date

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RESOLUTION NO. _____

AGENDA MEMORANDUM

Police Vehicle Purchase

Date: 8/13/2026

Submitted by:

Clint Uelton, Police Chief

The East Ridge Police Department requests approval to purchase six (6) Ford Interceptor SUVs under State Contract SWC 209 from Lonnie Cobb Ford. These vehicles will be fully outfitted for patrol use and assigned to front-line officers.

Each patrol vehicle is priced at **\$59,447.00**, bringing the **total purchase cost to \$356,682.00**. Of this amount, **\$15,134.00 per vehicle** (a total of **\$90,804.00**) will be covered from the drug fund and the remaining balance of **\$265,878.00** will be paid from the general fund. This purchase was included in the budget for the current fiscal year.

Attachment: vehicle quotes



Prepared by: STEVEN BLACKSTOCK

07/16/2026

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

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Re: Vehicle Proposal 07/16/2026

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

SWC 209

Lonnie Cobb Ford Contract # 88764



2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Hybrid/Electric Components Warranty

Hybrid/electric components warranty 96 months/100,000 miles

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Prepared by: STEVEN BLACKSTOCK

07/16/2026

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

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	\$48,550.00
500A	Order Code 500A <i>Includes:</i> - 3.73 Axle Ratio - Tires: 255/60R18 as BSW - Wheels: 18" X 8" 5-Spoke Painted Black Steel <i>Includes black wheel-lip molding, polished stainless steel hub cover and center caps.</i> - Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i> - Radio: AM/FM/MP3 Capable <i>Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).</i> - SYNC Phoenix Communication & Entertainment System <i>Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.</i>	N/C
425	50-State Emissions System	STD
99B	Engine: 3.3L V6 Direct-Injection <i>136-MPH top speed. Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.</i>	N/C
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDTR	Tires: 255/60R18 as BSW	Included
STDWL	Wheels: 18" X 8" 5-Spoke Painted Black Steel <i>Includes black wheel-lip molding, polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>Includes reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt with manual recline, 2-way power lumbar), passenger 8-way power track with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

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Prepared by: STEVEN BLACKSTOCK

07/16/2026

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

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port, 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem. Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes: - SYNC Phoenix Communication & Entertainment System Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.	
51R	Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
68G	Rear-Door Controls Inoperable Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	\$80.00
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
YZ_01	Oxford White	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
tint	tint	\$195.00
light pkg	light package Choice of Roof mounted lightbar or interior lightbar and rear traffic stick push bumper console with cupholder and armrest dual gunlock prisoner transport cages - choice of full front or single prisoner transport siren and speaker rumbler headlight led's - corners headlight wig wag tail light flasher (4) LED's on front of pushbumper led's on side of pushbumper under mirror lights led's in rear side quarter glass (2) Led's on liftgate (2) led's in lower bumper cover led's on inside lip of liftgate rear door window bars	\$12,995.00
mamba	mamba mount computer mount	\$749.00
wraps	headlight wraps and pit bars	\$1,195.00
SUBTOTAL		\$64,264.00

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Prepared by: STEVEN BLACKSTOCK
07/16/2026

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

2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$1,695.00
TOTAL		\$65,959.00

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2026 Police Interceptor Utility AWD Base (K8A)

Price Level: 615

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$48,550.00
Options		\$580.00
Colors		\$0.00
Upfitting		\$15,134.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$1,695.00
Subtotal		\$65,959.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
fleet discount	fleet discount	-\$6,512.00
Total		\$59,447.00

Customer Signature

Acceptance Date

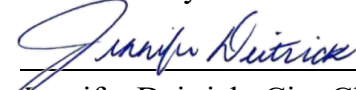
RESOLUTION NO. _____

AGENDA MEMORANDUM

Appointments to the Housing Commission and Planning Commission

August 13, 2026

Submitted by:



Jennifer Deitrick, City Clerk

Appointments are needed to fill two expiring terms on the East Ridge Housing Commission and one expiring term on the East Ridge Planning Commission.

Housing Commission

Grant Sowder and James Meyers were appointed to the East Ridge Housing Commission for terms ending on August 24, 2026. A resolution will be presented at the August 13, 2026 City Council meeting to memorialize appointments made by Councilmember Ezell and Councilmember Witt for the upcoming terms beginning August 25, 2026 and ending August 24, 2029.

Planning Commission

Scott Cornelius was appointed to the East Ridge Planning Commission for a term ending August 24, 2026. A resolution will be presented at the August 13, 2026 City Council meeting to memorialize an appointment by Mayor Williams to the Planning Commission for the upcoming term beginning August 25, 2026 and ending August 24, 2029.