

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

**AGENDA  
August 27, 2026  
6:00 pm**

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes August 13, 2026
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
  - A. **ORDINANCE NO. 1252** - AN ORDINANCE 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 (2nd READING)
9. New Business
  - A. **RESOLUTION NO. 3851** - A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROWN BROTHERS, INC. FOR THE MANA LANE EMERGENCY CULVERT REPLACEMENT PROJECT
  - B. **RESOLUTION NO. 3852** - A RESOLUTION APPROVING PHOTOGRAPHY BIDS FOR THE 2026-2027 SPORTS SEASON
  - C. Discussion of Tentative Agenda for **September 10, 2026** City Council Meeting (Attachment A)
10. Adjournment

**ATTACHMENT A**  
**TENTATIVE AGENDA**  
**September 10, 2026**

**9. New Business**

- A. **RESOLUTION NO. \_\_\_\_** - Development agreement for Ace Hardware of East Ridge, Inc.
- B. **RESOLUTION NO. \_\_\_\_** - Purchase of thirteen (13) patrol rifle packages for the East Ridge Police Department
- C. **RESOLUTION NO. \_\_\_\_** - Approval of a temporary special event permit for the Guns and Hoses Event at Camp Jordan Arena

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

**August 13, 2026  
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on August 13, 2026, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Mayor Brian Williams called the meeting to order.

Terry Arnold of Pentecostals of East Ridge gave the invocation. All joined in for the Pledge of Allegiance.

**Present:** Mayor Brian Williams, Vice Mayor David Tyler, Councilmember Jacky Cagle, Councilmember Jeff Ezell, Councilmember Andrea Witt, City Manager Brian Koral, Attorney Jacob Ritchie, Finance Director Diane Qualls

**Public Attendance:** Approximately 40 members of the public were present.

Mayor Williams recognized State Representative Esther Helton-Haynes, newly elected County Commissioner Josh Wichman, and newly elected School Board member Katie Perkins.

**Milestone Award**

Mayor Williams corrected the Milestone Service Award and recognized Travis Ezell for five years of service.

**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 Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**Communication from Citizens**

Don Coulter, 4429 Vector Lane, expressed opposition to charging a fee at the Community Center.

Tim Blaes, 1801 McBrien Road, asked whether fees would extend to the splashpad, park, and dog park.

**Communication from Councilmembers**

Councilmember Cagle and Councilmember Ezell reported no comments.

Vice Mayor Tyler and Councilmember Witt congratulated Katie Perkins and Josh Wichman on their election wins.

Mayor Williams invited Parks and Recreation Director Skiles to provide information on upcoming programs and events. He also highlighted Library programs and volunteer opportunities available through the Animal Services Department. Mayor Williams reported that he and City Manager Koral recently spoke at a Chamber of Commerce event and reminded residents to be mindful of school zones as students return to school. He concluded by asking that the community keep the family of Beau Hollis in their thoughts and prayers.

**Communication from City Manager**

City Manager Koral provided an update on the HVAC at Station 2, the outdoor Library space, Venue 1921, traffic calming efforts, and the August 2025 flood retrospective. He expressed appreciation for the opportunity to meet with State Representative Helton-Haynes, Senator Gardnehire, and Commissioner-Elect Wichman. He reported that a mower will be presented for consideration to be declared surplus property and stated that the East Ridge High School football program has expressed interest in the mower. Council raised no objection to a representative of the football program inspecting the mower before it is presented for Council approval to surplus. City Manager Koral then shared a letter from Aline Defiglia praising the Façade Grant program.

## **Old Business**

No old business was presented.

## **New Business**

### **PUBLIC HEARING AND FIRST READING - ORDINANCE NO. 1252 - AN ORDINANCE 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**

City Attorney Litchford read the ordinance caption. Chief Building Official Howell reviewed the proposed ordinance and reported that the Planning Commission recommended approval with modifications to the distance requirements.

Mayor Williams opened the floor for public comment. One citizen addressed the Council on matters unrelated to the public hearing. There being no comments regarding the proposed ordinance, Mayor Williams closed the public hearing and proceeded to the first reading of the ordinance.

Councilmember Ezell moved to approve Ordinance No. 1252. Vice Mayor Tyler seconded.

Councilmember Cagle moved to amend Ordinance No. 1252 to require a minimum distance of 1,000 feet between a specialty shop and any public or private school, daycare facility, church or other place of worship, public park, or playground. The motion failed for lack of a second.

There being no further discussion, Mayor Williams called for a roll call vote on the motion to approve Ordinance No. 1252. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

### **RESOLUTION NO. 3840 - A RESOLUTION AUTHORIZING THE CREATION AND APPOINTING THE DIRECTORS OF THE SPORTS AUTHORITY OF THE COUNTY OF HAMILTON AND THE CITY OF EAST RIDGE, TENNESSEE**

City Attorney Litchford read the resolution caption. Mayor Williams presented information regarding the creation of a joint Sports Authority between the City of East Ridge and Hamilton County to facilitate planning and evaluation of a proposed indoor sports facility at Camp Jordan. The authority would consist of nine members, including four appointments by East Ridge, four appointments by Hamilton County, and one joint appointment. City Attorney Litchford reviewed the statutory process for establishing the authority and noted that the application had previously been approved unanimously by the Hamilton County Commission.

Vice Mayor Tyler moved to approve Resolution No. 3840. Councilmember Ezell seconded. Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

### **RESOLUTION NO. 3841 - A RESOLUTION APPROVING THE ESTABLISHMENT OF A MOBILE FOOD VENDOR OVERLAY DISTRICT FOR CERTAIN PROPERTY LOCATED AT 5521 RINGGOLD ROAD PURSUANT TO SECTION 9-1105(b) OF THE EAST RIDGE MUNICIPAL CODE**

City Attorney Litchford read the resolution caption. Building Official Howell stated the proposed overlay encompasses approximately 9,000 square feet and is zoned C-2. The application proposed one food truck with hours of operation identified as 12:00 p.m. to 6:00 p.m. and no alcohol sales.

Mayor Williams opened the public hearing. Applicant Mo Barr was present and addressed the Council, stating that the proposed overlay district would provide opportunities for food truck vendors and activate a vacant

commercial property. Mark Rollins, 1318 West End Ave, and Zach Hutcherson, 817 Harris Drive, spoke in support of the resolution. Mayor Williams closed the public hearing.

Councilmember Ezell moved to approve Resolution No. 3841. Vice Mayor Tyler seconded. Following discussion, both the motion and second were withdrawn.

Vice Mayor Tyler moved to table the item. The motion failed for lack of a second.

Councilmember Witt moved to deny Resolution No. 3841. Councilmember Ezell seconded. Mayor Williams called for a roll call vote. Vice Mayor Tyler – no; Councilmember Cagle – no; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried.

**RESOLUTION NO. 3842 - A RESOLUTION APPROVING THE ESTABLISHMENT OF A MOBILE FOOD VENDOR OVERLAY DISTRICT FOR CERTAIN PROPERTY LOCATED AT STADIUM WAY PURSUANT TO SECTION 9-1105(b) OF THE EAST RIDGE MUNICIPAL CODE**

City Attorney Litchford read the resolution caption. Building Official Howell stated the proposed overlay encompasses approximately 13.4 acres, including the stadium property, and is zoned C-4. The application identified hours of operations as Monday through Friday, 8:00 a.m. to 5:00 p.m. and included alcohol sales.

Mayor Williams opened the public hearing. Applicant Kenny Custer was present and addressed the Council. He noted that the application incorrectly listed operating hours as 8:00 a.m. to 5:00 p.m., Monday through Friday, and requested that the hours be amended to approximately 8:00 a.m. to 10:30 p.m., seven days a week, with most activity occurring on Saturdays and during events.

Councilmember Cagle raised questions regarding security requirements for large events. Police Chief Uselton explained that event security is governed by league requirements, including off-duty police officer presence and supplemental private security.

No additional speakers came forward to address the Council. Mayor Williams closed the public hearing.

Mr. Custer was asked to clarify the actual hours and days of operation. Prior to consideration of the resolution, Mr. Custer updated the application to reflect the corrected operating hours.

Councilmember Witt moved to approve Resolution No. 3842. Vice Mayor Tyler seconded. Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3843 - A RESOLUTION AUTHORIZING THE PURCHASE OF A 2026 F-150 TRUCK FOR USE BY THE BUILDING AND CODES DEPARTMENT**

City Attorney Litchford read the resolution caption. Building Official Howell reviewed the purchase request.

Councilmember Ezell moved to approve Resolution No. 3843. Vice Mayor Tyler seconded. Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3844 - A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A BRUSH CHIPPING AND GRINDING SERVICES AGREEMENT WITH LUMBERJACK'S TREE SERVICE, LLC**

City Attorney Litchford read the resolution caption. Sanitation Supervisor Parker reviewed the contract.

Vice Mayor Tyler moved to approve Resolution No. 3844. Councilmember Ezell seconded. Following discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3845 - A RESOLUTION AUTHORIZING THE PURCHASE OF SIX FORD INTERCEPTOR SPORT UTILITY VEHICLES FOR USE BY THE EAST RIDGE POLICE DEPARTMENT**

City Attorney Litchford read the resolution caption. Police Chief Uselton reviewed the purchase request.

Councilmember Witt moved to approve Resolution No. 3845. Vice Mayor Tyler seconded. [There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3846 - A RESOLUTION AUTHORIZING THE RETURN OF UNEXPENDED FUNDS FROM THE FISCAL YEAR 2026 SCHOOL RESOURCE OFFICER GRANT TO THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY**

City Attorney Litchford read the resolution caption. Development Administrator Hobbs-McAllister requested approval to return unexpended funds in the amount of \$9,032.53 from the FY2026 School Resource Officer Grant awarded by the Tennessee Department of Safety and Homeland Security.

Councilmember Ezell moved to approve Resolution No. 3846. Councilmember Witt seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3847 - A RESOLUTION MEMORIALIZING AN APPOINTMENT BY COUNCILMEMBER EZELL TO THE EAST RIDGE HOUSING COMMISSION**

City Attorney Litchford read the resolution caption. Councilmember Ezell moved to reappoint Grant Sowder to the East Ridge Housing Commission. Vice Mayor Tyler seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3848 - A RESOLUTION MEMORIALIZING AN APPOINTMENT BY COUNCILMEMBER WITT TO THE EAST RIDGE HOUSING COMMISSION**

City Attorney Litchford read the resolution caption. Councilmember Witt moved to reappoint James Meyers to the East Ridge Housing Commission. Vice Mayor Tyler seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3849 - A RESOLUTION MEMORIALIZING AN APPOINTMENT BY MAYOR WILLIAMS TO THE EAST RIDGE PLANNING COMMISSION**

City Attorney Litchford read the resolution caption. Mayor Williams moved to reappoint Scott Cornelius to the East Ridge Planning Commission. Vice Mayor Tyler seconded. There being no discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**RESOLUTION NO. 3850 - A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY ACCESS AGREEMENT WITH TFSC LAND, INC. FOR ACCESS TO SPRING CREEK AND RELATED STORMWATER IMPROVEMENTS FOR INSPECTION, MAINTENANCE, AND DEBRIS REMOVAL ACTIVITIES**

City Attorney Litchford read the resolution caption and explained that the Temporary Access Agreement would allow City staff access to the litter boom installed in Chickamauga Creek for inspection, maintenance, and debris removal activities. He noted that significant debris had recently accumulated at the boom and that access through the private property was necessary to facilitate cleanup efforts.

Councilmember Witt moved to approve Resolution No. 3850. Councilmember Ezell seconded. Following brief discussion, Mayor Williams called for a roll call vote. Vice Mayor Tyler – yes; Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Mayor Williams – yes. Motion carried unanimously.

**Discussion of Tentative Agenda for the August 27, 2026 City Council Meeting (See Attachment A)**

**ATTACHMENT A  
TENTATIVE AGENDA**

**August 27, 2026**

**Old Business**

**ORDINANCE NO. 1252 - AN ORDINANCE 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 (2<sup>nd</sup> READING)**

No discussion.

**New Business**

**RESOLUTION NO. \_\_\_\_ - Approval of a bid for professional sports photography services for youth and adult sports programs**

Parks and Recreation Director Skiles stated that bids will be opened on August 19, 2026.

**Adjournment**

There being no further business, the August 13, 2026 Regular Meeting of the City Council of the City of East Ridge was adjourned.

APPROVED:

\_\_\_\_\_  
MAYOR

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

## **ORDINANCE NO. 1252**

### 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. 1252**

### **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, 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.<sup>1</sup>**

#### **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 12 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:

- (a) Electronic cigarettes and vaping devices
- (b) E-liquids and cartridges
- (c) Edibles, drinks, concentrates, or oil containing nicotine or cannabis derivatives, (including but not limited to CBD, Delta-8, Delta-9, or similar compounds permitted by law.
- (d) Kratom, glassware, pipes, vaporizers, and other smoking or inhalation accessories
- (e) Any other substances or paraphernalia that may reasonably be associated with vaping or alternative inhalation/consumption

(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 2,500-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 two 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 five hundred feet (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. 3851**

## **AGENDA MEMORANDUM**

### **MANA LANE EMERGENCY CULVERT REPLACEMENT**

**AUGUST 27, 2026**

**Subject: Resolution No. 3852 – Mana Lane Emergency Culvert Replacement Project**

The attached resolution authorizes the award of Contract No. 23-0012 to Brown Brothers, Inc. for the emergency replacement of the culvert on Mana Lane. The project includes removal of the existing culvert, installation of new reinforced concrete pipe and precast headwalls, roadway restoration, and related drainage improvements necessary to protect public infrastructure and maintain safe travel conditions.

Brown Brothers, Inc. submitted a proposal in the amount of \$64,273.00, which was reviewed by City staff and the City Engineer and determined to be reasonable. The contractor proposes to complete the work within 14 calendar days.

## **RESOLUTION NO. 3851**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE AWARD OF A CONTRACT TO BROWN BROTHERS, INC. FOR THE MANA LANE EMERGENCY CULVERT REPLACEMENT PROJECT**

**WHEREAS**, the City of East Ridge has identified the need for the emergency replacement of the existing culvert located on Mana Street in order to protect public infrastructure, maintain safe travel conditions, and prevent further deterioration of the roadway and drainage system; and

**WHEREAS**, the City solicited pricing for the Mana Lane Emergency Culvert Replacement Project, identified as Contract No. 23-0012; and

**WHEREAS**, Brown Brothers, Inc. submitted a proposal in the amount of Sixty-Four Thousand Two Hundred Seventy-Three Dollars and No Cents (\$64,273.00) to furnish all labor, equipment, materials, traffic control, and related services necessary to complete the project; and

**WHEREAS**, City staff and the City Engineer have reviewed the proposal and determined that the pricing is reasonable and that Brown Brothers, Inc. is qualified and capable of performing the work required under the contract documents; and

**WHEREAS**, the project includes the removal and replacement of the existing culvert, installation of reinforced concrete pipe and precast headwalls, roadway restoration, and all associated work necessary for completion of the project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE** hereby awards Contract No. 23-0012, Emergency Mana Street Culvert Replacement Project, to Brown Brothers, Inc. in the amount of Sixty-Four Thousand Two Hundred Seventy-Three Dollars and No Cents (\$64,273.00) and the City Manager or designee is hereby authorized to execute the contract and related documents necessary to complete the project.

**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

## **CONTRACT**

ARTICLES OF AGREEMENT entered into this 28th day of August 2026, between the CITY OF EAST RIDGE, TENNESSEE, hereinafter called the City, and Brown Brothers, Inc., hereinafter called the Contractor.

ARTICLE I. The Contractor hereby contracts and agrees to furnish all supervision, labor, materials and equipment and execute in a thorough and workmanlike manner, complete in every respect, in accordance with the Drawings, Specifications and other Contract Documents made therefor and hereto attached, and to the satisfaction of the City of East Ridge, or its successor, all of the Work shown, specified and otherwise required in these contract documents, to-wit:

### **Contract No. 23-0012 EMERGENCY CULVERT REPLACEMENT AT MANA LANE**

ARTICLE II. The prices shown in the Bid Schedule shall be the amount of compensation to the Contractor for the proper and satisfactory completion of the work specified herein, including all contingencies, in full conformity with the Contract Documents. This compensation shall be full payment for the performance of the work and the furnishing of labor, materials, transportation, supplies, tools, equipment, taxes, employee benefits, incidentals, services, and other items necessary or convenient for completion of the work in a satisfactory and acceptable manner, and within the intent of these Contract Documents.

ARTICLE III. The Contractor agrees that he has informed himself fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

ARTICLE IV. All work and material required under this Contract shall be in such quantities, kinds and qualities, and in such places, and of such dimensions and forms as may be designated by the plans and specifications, or by the working plans provided by the Engineer.

ARTICLE V. The purchase of all materials, the delivery of same, and all incidental expenses which may arise during the construction and finishing of said work above specified, shall be at the sole cost and expense of the Contractor.

ARTICLE VI. All materials which the said Contractor may procure or deliver upon or in the vicinity of said work herein specified to be incorporated in and become a part of said improvement, shall, from the time of such procurement or delivery become the property of the City of East Ridge, except any surplus which shall remain over the final completion of this Contract.

ARTICLE VII. The Contractor hereunder contracts and agrees to complete the whole of the work contemplated in this Contract within **fourteen (14) calendar days**. Time of the completion of the work is the essence of the Contract, and the Contractor is prepared to make completion of the work in such quantity and on such dates as are herein specified.

ARTICLE VIII. It is agreed that the Contractor will not assign, transfer, or sublet the said work or any part thereof, except for the milling and paving of the roadway cut, without the written consent of the City of East Ridge.

ARTICLE IX. Estimates shall be made upon completion of the work by the Contractor and submitted to the Engineer for his approval. When, in the Engineer's judgment, the estimate shall represent a fair value of such work done in accordance with the provisions of this contract, the Contractor shall be paid one hundred (100%) percent.

ARTICLE X. An omission to disapprove any work improperly done, at the time of a monthly or other estimate, by the Engineer shall not be construed into an acceptance of any defective work.

ARTICLE XI. The Contractor will be required to provide a Certificate of Insurance to the City of East Ridge prior to the commencement of work.

ARTICLE XII. The Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the work under this Contract, including any act, omission, or negligence of the Contractor, its subcontractors, employees, or agents. This obligation shall survive completion or termination of the Contract.

ARTICLE XIII. The Contractor shall not discriminate on the basis of race, color, religion, sex, national origin, age, or disability in the performance of this Contract.

ARTICLE XIV. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including OSHA safety standards. The Contractor shall be solely responsible for the safety of its employees and subcontractors.

All documents bound herein, and all other documents not bound herein but given to Contractor in connection with the work shall be and are hereby made a part of this contract. These contract documents shall include, but not be limited to, the following: the Contract, Performance Bond, Specifications, Drawings, Change Orders, and Engineering Data furnished to the Contractor.

SIGNATURES ON NEXT PAGE

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF EAST RIDGE

\_\_\_\_\_  
By: \_\_\_\_\_  
City Manager

CONTRACTOR

\_\_\_\_\_  
Name

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title

CITY FINANCE OFFICER'S CERTIFICATE

I do hereby certify that the funds required to be paid by the City under this contract have been appropriated or a loan authorized and have been encumbered and will be available as needed for payment.

This \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Finance Officer

CITY ATTORNEY'S APPROVAL

This contract approved as to form and legality this the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
City Attorney

END OF DOCUMENT

00500-4

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_, a  
(Name and Address of Contractor)

\_\_\_\_\_ of the State of \_\_\_\_\_, (Corporation,  
Partnership, or Individual)

the "Principal," and \_\_\_\_\_  
(Name and Address of Surety)

, the "Surety," are held and firmly bound unto the City of East Ridge, Tennessee (the "Owner") existing  
under and by virtue of the laws of the State of Tennessee, The Engineer, and their agents and  
employees in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) of the United States, for the payment of which sum in  
lawful money of the United States well and truly to be made we do hereby bind ourselves, our heirs,  
executors, administrators, successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain Contract  
with the Owner, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, which is by  
reference incorporated in and made a part hereof as fully as if copied here verbatim, for the following  
work:

**Contract No. 23-0012**

### EMERGENCY CULVERT REPLACEMENT AT MANA STREET

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the terms  
and conditions of the Contract (which includes the Drawings, Specifications, and Contract Documents)  
and such alterations as may be made in said contract as the documents therein provide for, during the  
original term thereof and any extensions thereof which may be granted by the Owner, with or without  
notice to Surety, and during the one-year warranty period, and if Principal shall satisfy all claims and  
demands and shall fully indemnify, protect, defend, save and hold harmless the Owner, the Engineer,

and their agents and employees against and from all costs, expenses, damages, injury, or conduct, want of care, skill, negligence, or default, including compliance with performance guarantees and patent infringement by the Principal, then this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay to Owner any difference between the sum to which the Principal would be entitled on completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, together with any damages, direct or indirect, or consequential, which Owner may sustain on account of such work, or on account of the failure of the Principal to keep and execute all provisions of the Contract.

Principal and Surety further bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, that if the Principal shall keep and perform its agreement to repair or replace defective work or equipment during the warranty period of one (1) year as provided, then this paragraph shall be void; but if default shall be made by Principal in the performance of its contract to so repair or replace said work, then this paragraph shall be in effect and Owner shall have and recover from Principal and its Surety damages for all defective conditions arising by reason of defective materials, work, or labor performed by or on the account of Principal and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation therein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time; and to fully indemnify, protect, defend, save and hold harmless the Owner, the Engineer, and their agents and employees for any damages it may be caused to pay on account of injury to person, loss of life or damage to property.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the contract, the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfer, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

SIGNATURES NEXT PAGE

CONTRACTOR - PRINCIPAL:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print or Type)

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Print or Type)

(SEAL)

Title \_\_\_\_\_

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

SURETY:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print or Type)

Title \_\_\_\_\_

WITNESS:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Print or Type)

(SEAL)

Title \_\_\_\_\_

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT

## **BID SCHEDULE**

### **MANA STREET CULVERT REPLACEMENT**

**CONTRACT NUMBER 23-0012**

**EAST RIDGE, TENNESSEE**

#### **DESCRIPTION**

Furnish all labor, materials, maintenance of traffic, and incidentals associated with the Mana Street Culvert Replacement. Includes maintaining 1-way traffic at all times during the course of the work; the excavation, removal, and disposal of existing CMP culvert and two (2) headwalls; placement of stone bedding for the new culverts and headwalls; installation of 32-LF each of two (2) runs of 48" RCP; installation of two (2) double 48" pre-cast headwalls; placement of geotextile fabric underlayment and approximately 20-tons of class 2 rip-rap at outlet end of headwall; backfill of culvert excavation with #57 (or approved alternate) stone to within 13" of finished pavement grade; placement of geotextile fabric over #57 stone; placement and compaction of 8" thick mineral aggregate base stone to 1-ft outside of roadway width; placement and compaction of 3.5" of bituminous concrete binder mix; and placement and compaction of 1.5" of bituminous concrete surface mix (roadway patch is approximately 20-FT wide and 30-FT in length).

#### **TOTAL BASE BID**

**Total Base - Sixty-four thousand two hundred seventy-three dollars and zero cents (\$64,273.00)**

*Note : Dollar amounts are to be shown in both words and figures. In case of discrepancy, dollar amounts shown in words will govern.*

**CONTRACTOR:**

**DATE:**

**BY:**

**(Signature) TITLE:**

**ADDRESS:**

**CITY:**

**STATE:**

**ZIP CODE:**

**TELEPHONE NUMBER:**

STREET IMPROVEMENTS  
CONTRACT NO. 20-0081-22

Contractor shall familiarize himself with the project and be comfortable that the proposed price provided is adequate to perform the work. No allowances will be considered for overages unless unforeseen circumstances are encountered.

| ITEM                                                                   | DESCRIPTION                                                                                                                        | UNIT | QTY | UNIT PRICE   | ITEM TOTAL   |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|------|-----|--------------|--------------|
| 1                                                                      | Emergency replacement of Mana Street culvert in East Ridge, Tennessee (see 301.1 for detailed scope-of-work for this item of work) | L.S. | 1   | \$ 64,273.00 | \$ 64,273.00 |
| TOTAL BASE BID, CONTRACT 23-0012                                       |                                                                                                                                    |      |     |              | \$ 64,273.00 |
| Proposed start date: August 31, 2026, or as otherwise mutually agreed. |                                                                                                                                    |      |     |              |              |

**RESOLUTION NO. 3852**

AGENDA MEMORANDUM  
YOUTH SPORTS PHOTOGRAPHY 2026-2027  
AUGUST 27, 2026

Submitted By:

**Shawwna Skiles**

Shawwna Skiles, Parks and Recreation Director

**SUBJECT:** Recommendation for Youth Sports Photography Company – 2026-2027 Season

The City of East Ridge Parks and Recreation Department solicited sealed bids for Youth Sports Photography services for the 2026-2027 recreational sports season. Bids were opened on Wednesday, August 19, 2026, and one qualified vendor submitted a bid.

**Bid Summary:**

**1. School Days Photography**

- Commission: 25% of net sales
- Ordering: On-site photo sales two weeks after photo day, with additional online ordering options
- Delivery: Pre-packaged photo options available on-site; additional purchases available online

After reviewing the bid, staff recommended awarding the Youth Sports Photography contract for the 2026-2027 season to **School Days Photography**. Their approach offers a strong commission structure and convenient purchasing options for families, both on-site and online.

SS

**RESOLUTION NO. 3852**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL APPROVING PHOTOGRAPHY BIDS  
FOR THE 2025 – 2026 SPORTS SEASON**

**WHEREAS**, the City of East Ridge solicited bids for sports photography services for the 2026 - 2027 sports season; and

**WHEREAS**, sealed bids were opened and publicly read on August 19, 2026, beginning at 2:30 pm. at the East Ridge City Hall; and

**WHEREAS**, City staff has maintained a file with all bids received by various vendors; and

**WHEREAS**, City staff recommends the bid for sports photography be awarded to School Days Photography in the amount of 25% return of net sales to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE** hereby awards the bid for sports photography services for the 2026 – 2027 sports season to School Days Photography in the amount of 25% return of net sales to the City.

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

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

ATTEST:

\_\_\_\_\_  
Brian Koral, City Manager

APPROVED AS TO FORM:

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

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

**AGENDA MEMORANDUM**

**Patrol Rifles**

Date: 09/24/2026

Submitted by:



---

Clint Uselton, Chief of Police

The East Ridge Police Department wishes to purchase 13 (thirteen) patrol rifle packages to replace aging equipment. The packages include the rifle, magazines, sights, sling, and a suppressor.

The total cost of the 13 rifle packages is \$25,064.00 and was included in the budget.

Attachments:   Sole Source Letter  
                      Quote



1575 CORPORATE PARKWAY BLVD.  
CLARKSVILLE, TN 37040  
866-788-6412  
WWW.WORLDOFTROY.COM

**RON ROGERS**  
**DIRECTOR LAW ENFORCEMENT**  
**SALES & TRAINING**  
**RROGERS@TROYIND.COM**  
**413-846-3276 (CELL)**

Date: June 1, 2026,

To: Whom it may concern

From: Ron Rogers, Director, Law Enforcement Sales & Training

SUBJECT: Sole Source Characteristics of the Troy Patrol Rifle

I am writing to you to highlight the characteristics that make our TROY® Industries Troy Patrol Rifle (TPR) weapon system proprietary and only available solely through Troy Industries. To do this, I have divided this memo into two sections. First, the technical specifications of the Troy Patrol Rifle. Second, the company profile, which outlines the origins of the company's industry leading innovation.

***Technical Specifications of the Troy Patrol Rifle:***

The Troy Patrol Rifle weapon system was designed as a "turnkey" package that includes many of the approximately 60 patents TROY® has on the Armalite Rifle (AR-15). For this reason, these unique specifications are proprietary to TROY®. These technical specifications are offered only by TROY®, and most are present in the TPR system. They are as follows:

1. TPRS Muzzle device - The Troy Patrol Rifle Suppressor (TPRS) muzzle device is solely available at TROY® Industries. This muzzle device is designed to accept TROY®'s revolutionary over the barrel reflex suppressor. All TPR weapon systems come standard with this muzzle device.
2. The TROY® TPR Suppressor - The TPRS is a revolutionary, over the barrel, reflex suppressor that is manufactured only at TROY®. This suppressor retains capabilities that no other suppressor in its class can achieve. Our suppressor reduces sound more than any other suppressor in its class, has no shift in zero, and reduces back pressure significantly. These capabilities are due to the unique method of manufacturing that TROY® uses to create the suppressor.
3. TROY® Flip Up Battlesights - TROY® battle sights are the flag ship product of the company and have been for 20 years. These patented battle sights are only made by TROY® in Clarksville, TN.

4. TROY® Squid Grips- Every TPR comes with TROY®'s patented squid grips. These are High-Temp Thermo-Silicone M-Lok inserts that will fit into any M-Lok rail. These inserts differ from other companies' design because they allow air to pass through the M-Lok slot thereby venting heat.
5. TROY® Battle Rail- the battle rail that comes on the TPR is unlike any other manufacturer's rail. Although it shares the characteristics common to most free float M-Lok rails, two features qualify this rail as proprietary and sole source: the wall thickness of the rail, and the patented attachment to the upper receiver of the firearm. The industry standard for wall thickness for M-Lok free float rails is 60 thousandths of an inch. Our rails are made with 100 thousandths of an inch wall thickness. This feature combined with the unique machine texturing and M-Lok slot placement make this specification solely available from TROY®. The way the rail attaches to the upper receiver is a patent that uses a mil-spec barrel nut to secure the rail to the upper receiver, using TROY® "Alpha Clamps." The result is that our rails are far more secure than any other attachment method on the market.
6. TROY® Enhanced Recoil Reducing Buffers- Every TPR comes with TROY®'s proprietary two-piece buffer. This buffer is manufactured with a "head" and "tail," that reciprocate in the buffer assembly reducing felt recoil. Unlike standard buffers that other manufacturers use, TROY®'s two-piece buffer does not contain rubber ball bearings that will wear out over time. The TROY® buffer is designed to last decades of service in an agency.
7. The TROY® Pneuma Gas Diverting Charging Handle- Many companies have endeavored to create a charging handle that diverts gas blow back from a suppressor. Most companies use only one channel on the top of the charging handle, TROY® uses two, one on the bottom and one on the top which diverts gas in a superior way. This unique feature combined with a latch that is approximately three times the size of a mil-spec charging handle latch, and ambidextrous wings, make this assembly solely available from TROY® Industries.
8. TROY® barrel print- The TPR utilizes a uniquely designed barrel that has an enhanced receiver extension and build up on the chamber. Our rifles are perfectly gassed with gas ports drilled to the exact specifications to fire the weapon system suppressed or unsuppressed. The TPR has been documented by two independent law enforcement tests to shoot half inch groups at 100 yards.

These specifications, and others not mentioned, combined with the inclusion of (4) TROY® battle magazines, a TROY® two-point adjustable padded sling, and two QD swivels, make the TPR weapon system solely available from TROY® industries. Any other entity in the firearms industry looking to sell agencies the TPR must source it directly from TROY®.

### ***Company Profile:***

Troy Industries, Inc. is a corporation headquartered in Clarksville, Tennessee, specializing in the design, manufacture, and marketing of advanced arms systems, components, and accessories. Established in 2003 to manufacture and sell its signature back-up iron sights, TROY® now sells quality accessories and rifles throughout the United States and in countries around the world.

Massachusetts State Trooper and Air Force Reservist Stephen P. Troy JR. established TROY® to ensure that the highest-quality and most durable products were available for government, law enforcement, and commercial customers. Over the past twenty years, TROY®'s product line has expanded to include more than 300 products all made in the U.S.A. and designed to function consistently and reliably under a multitude of conditions.

TROY® products have been sold to United States and international government and law enforcement entities, including the United States Army Special Forces, Naval Surface Warfare, USMC MARSOC, FBI, IRS, Department of Defense (DOD), US Marshall Service, the BATFE, the US Capitol Police, the United States Park Police, the French MOD, the Colombian National Police and Military, the Israeli Defense Forces, the Czech Republic Armed Forces, and the Turkish MOD. TROY supplies many law enforcement agencies within the United States, including the Amherst Police, Clarksville Police, Franklin County Sheriff's Dept., New Braintree Police, The Metro Nashville Police Department, West Springfield Police, Longmeadow Police, East, Longmeadow Police, the Guilford County Sheriff's Department, Anaheim Police Department, Austin Police Department, Pittsburgh Police Department, the St. Petersburg Police Department and the Tennessee Bureau of Investigation to name but a few. Additionally, TROY® products are used in the advanced weapons of major commercial arms manufacturers such as Smith & Wesson, Colt, Sturm Ruger & Co., Sig Sauer, Viking Tactics, Heckler and Koch, CZ, POF-USA Patriot Ordnance Factory, Titan Defense, LaRue Tactical, LWRC International, Noveske Rifleworks, and HK Defense.

Our founder Stephen P. Troy's commitment to service, coupled with his passion for designing high-performance weapons, has driven and inspired his law enforcement, military and business careers. Early in his military career, Steve began a serious exploration of what would become a lifelong passion—the expert use and development of small arms. He took advantage of every opportunity to train, and earned certifications in weapons ranging from the M-16 rifle to the M-60 machine gun. During his military career, Steve was called to active duty twice and served in the Middle East, where he expanded upon his training in small arms development and counterterrorism. Steve began his law enforcement career in 1998, serving as a Massachusetts State Trooper for 12 years.

Troy Industries, with its unrelenting focus on quality and innovation, has enjoyed phenomenal growth, beginning with TROY®'s flagship product the Folding Battlesights™ and growing to include rails, slings, weapon upgrades, and full rifles. We have recently added a superior line of silencers to our product offerings, among the quietest in the industry.

Iconic firearms manufacturers, including Smith & Wesson®, Sturm Ruger & Company® and LaRue Tactical®, took notice and began incorporating TROY® products in their weapons. Today, TROY® continues as a proud OEM supplier of small arms accessories in addition to designing and manufacturing its own signature firearms geared toward Special Operations, law enforcement specialists, and the discerning shooter.

TROY® is ISO 9001:2015 certified and holds current SOT and Federal Firearms licenses as a manufacturer, importer, and retailer. TROY® has been exporting its quality products since 2010 and carries a full line of ECCN #0A501 firearms and accessories which it regularly exports. Additionally, TROY® is DDTC registered, specializing in USML Category I silencers and firearms. TROY® has assembled an experienced exporting team which is not only well-trained, but which also understands the dynamics of working with all U.S. government agencies including State Department, Commerce Department, and Customs to ensure compliant and timely deliveries of product. The TROY® team are also experienced in supply-chain logistics, working with freight forwarders to move shipments quickly and efficiently, while keeping options cost-effective. TROY® is a well-established global exporter throughout the European continent, Africa, Canada, South America and the Middle East.

Additionally, TROY® maintains a rigorous compliance program which is continuously updated. The company prides itself on working closely with international customers to navigate the legal and compliance requirements on both ends of the exporting chain. TROY® utilizes a proactive management approach and scheduling methodology. To accommodate its tremendous growth in its early years, TROY® implemented an ERP system, to provide a streamlined approach to the way TROY® plans and executes all tasks company-wide and which resulted in improved productivity in every area from engineering, manufacturing, sales, and finance. TROY®'s diligent Quality Management Team ensures that the products our customers purchase are reliable and durable. With its in-house Engineering Department, TROY® can produce new product and modify existing product to meet customer specifications and has done so for previous clients including the Taiwan Marines and the Colombian National Police. We are skilled at providing upgrade options, designed to meet our customers' unique needs. TROY®'s dedicated and experienced Armorer's personnel provide support to our customers. This team can also provide Armorer's Training to international partners either at TROY® or at a site of the Customer's choosing. TROY® is also able to provide tactical training on an as needed basis to optimize the customer's experience with our firearms and weapons kits.

When you purchase a TROY® product, you have Steve Troy's personal assurance of its integrity and that it exceeds the highest possible standards and levels of quality control. After all, his name is on everything we make. Whatever your need, there's only one name to remember: TROY®  
Respectfully,

A handwritten signature in cursive script, appearing to read "Ronald B. Byers", followed by a long horizontal flourish.



Quote Number: 10492

QUOTE

Page: 1 of 2

Quote To:

East Ridge Police Dept  
1517 Tombras Avenue  
East Ridge TN 37412  
USA

Phone:

Fax:

Date: 7/16/2026

Expires: 10/16/2026

Reference:

Sales Person: Ron Rogers

Fax:

rrogers@troyind.com

**\*\* SPECIAL PRICING APPROVED R. ROGERS \*\***

USD

| Line | Part                                                                            | Rev         | Expected Qty | Unit Price | Ext. Price |
|------|---------------------------------------------------------------------------------|-------------|--------------|------------|------------|
|      | Description                                                                     | Drawing     |              |            |            |
| 1    | SSBR-TPR2-11BT-C7                                                               | -           | 13.00 EA     | 1,228.00   | 15,964.00  |
|      | SBR, TPR2, 11.5 Troy Suppressor<br>Compatible Flash Hider, 5.56, Cstm7 -<br>BLK |             |              |            |            |
|      | - QUANTITY BREAKS -                                                             |             |              |            |            |
|      | Quantity                                                                        | Unit Price  |              |            |            |
|      | 1.00 EA                                                                         | 1,228.00 /1 |              |            |            |
| 2    | SSIL-556-KRP5-BT                                                                | -           | 13.00 EA     | 700.00     | 9,100.00   |
|      | TPRS 5.56 Short Chambered OTB<br>Kryptos - BLK                                  |             |              |            |            |
|      | - QUANTITY BREAKS -                                                             |             |              |            |            |
|      | Quantity                                                                        | Unit Price  |              |            |            |
|      | 1.00 EA                                                                         | 700.00 /1   |              |            |            |

Lines Total 25,064.00

Total Taxes 0.00

Line Miscellaneous Charges 0.00

Quote Miscellaneous Charges 0.00

**Quote Total 25,064.00**

Troy Industries, Inc.  
1575 Corporate Parkway Blvd  
Clarksville TN 37040  
USA

Phone: 931-330-1981



Quote Number: 10492

QUOTE

Page: 2 of 2

*"These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations."*

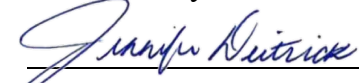
**RESOLUTION NO. \_\_\_\_**

**AGENDA MEMORANDUM**

**TEMPORARY SPECIAL EVENT PERMIT APPLICATION  
GUNS AND HOSES CHARITY BOXING EVENT**

**SEPTEMBER 10, 2026**

Submitted by:

  
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Jennifer Deitrick, City Clerk

The City has received a request for a Temporary Special Event Permit in connection with the annual Guns and Hoses event, which is scheduled to be held on October 30, 2026 at Camp Jordan Arena.

Under Section 8-220 of the East Ridge Municipal Code, City Council has the authority to issue a Temporary Special Event Permit that allows for the sale, consumption, and/or possession of beer on City-owned property for a period not exceeding three (3) days.

The permit application will be presented to Council at the September 10, 2026 meeting for consideration.