

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

**August 25, 2022
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Special Presentation – The Rec Project
4. Approval of Minutes August 11, 2022 Council Meeting
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business:
 - A. **PUBLIC HEARING FOR ORDINANCE NO. 1173** – Rezone the property at 6205 Ringgold Road from C-2 General Commercial District to M-2 Light Industrial District
 - B. **ORDINANCE NO. 1173** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6205 RINGGOLD ROAD, TAX MAP #169L-F-040, FROM C-2 GENERAL COMMERCIAL DISTRICT TO M-2 LIGHT INDUSTRIAL DISTRICT (2nd and final reading)
9. New Business:
 - A. **RESOLUTION NO. 3301** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT A GRANT FROM CSX RAILROAD IN THE AMOUNT OF \$ 25,000 FOR THE EAST RIDGE FIRE RESCUE DEPARTMENT
 - B. **RESOLUTION NO. 3302** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING PHOTOGRAPHY BIDS FOR THE 2022 – 2023 SPORTS SEASON
 - C. **RESOLUTION NO. 3303** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ TO THE EAST RIDGE PLANNING COMMISSION

- D. **RESOLUTION NO. 3304** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF _____ TO THE EAST RIDGE HOUSING COMMISSION
- E. **RESOLUTION NO. 3305** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT A DONATION FROM TRACTOR SUPPLY COMPANY OF A DOGHOUSE AND A KENNEL ROOF FOR THE EAST RIDGE POLICE DEPARTMENT
- F. **RESOLUTION NO. 3306** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A CONTRACT WITH TYLER TECHNOLOGIES FOR SOFTWARE FOR EAST RIDGE CITY COURT
- G. **RESOLUTION NO. 3307** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE TRANSFER OF EAST RIDGE’S TENNESSEE DEPARTMENT OF CONSERVATION (TDEC) ALLOCATED AMERICAN RESCUE PLAN (ARP) FUNDS TO THE WATER & WASTEWATER TREATMENT AUTHORITY (WWTA) IN THE AMOUNT OF \$2,533,124
- H. **RESOLUTION NO. 3308** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND RESOLUTION 3300 TO PURCHASE RIGHT OF WAY OF PROPERTY LOCATED AT 1403 MACK SMITH ROAD
- I. **PUBLIC HEARING FOR RESOLUTION NO. 3309** - Housing Board Appeal – 1500 Keeble Street
- J. **RESOLUTION NO. 3309** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, REGARDING AN APPEAL FROM THE EAST RIDGE HOUSING COMMISSION RELATED TO 1500 KEEBLE STREET, EAST RIDGE, TENNESSEE
- K. **RESOLUTION NO. 3310** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE TO JOINTLY APPLY WITH CHATTANOOGA-HAMILTON COUNTY TRANSPORTATION PLANNING ORGANIZATION, AS LEAD APPLICANT, TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FUNDING THROUGH THE SAFE STREETS FOR A (SS4A) GRANT TO DEVELOP A METROPOLITAN PLANNING AREA COMPREHENSIVE SAFETY ACTION PLAN
- L. Discussion of Tentative Agenda Items for the **September 8, 2022** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
September 8, 2022**

3. B. Employee Milestone Awards for August 2022

8. **Old Business:**

9. **New Business:**

A. RESOLUTION NO. ____ - Bond issue for various road projects

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

**August 11, 2022
6:00 pm**

The East Ridge City Council met pursuant to notice on August 11, 2022, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Danny Lance, Truelife Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present were: Mayor Williams, Vice Mayor Chauncey, Councilmember Cagle, Councilmember Helton, Councilmember Witt, City Manager Dorsey, City Attorney Litchford, and City Recorder Middleton.

Employee Milestone Awards for July: Mayor Williams announced that Donna Conway received the award for five years of service. He stated that having good employees helps the City run smoothly and efficiently.

Approval of Minutes July 28, 2022 Council Meeting: Councilmember Helton made a motion, seconded by Councilmember Witt, to approve the minutes. Roll call vote: Vice Mayor Chauncey - abstain; Councilmember Cagle - yes; Councilmember Helton - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

Communication from Citizens:

Larry Watkins, 711 W. Stateline Road, has a concern about the Housing Commission and the clean-up of his property. City Attorney Litchford stated this case has been remanded back to the Housing Commission with a review in September. Mr. Watkins asked the City Attorney why he had to be at this meeting tonight. Mr. Litchford stated Mr. Watkins was not told to be here tonight. Mayor Williams stated this item was referred back to the Housing commission and there is nothing on the agenda tonight regarding the property. Mayor Williams stated we will research this issue with the Housing Commission and someone will get back with Mr. Watkins.

Communication from Councilmembers:

Councilmembers Witt, Helton, and Cagle had nothing at this time.

Vice Mayor Chauncey also had nothing at this time.

Mayor Williams announced the following:

- August 14, 2022 – Last day for registration for fall sports. You may register on the website.
- October 22, 2022 – East Ridge Fall Festival. They are looking for more crafters and vendors.

Communication from City Manager:

- Staff met with the Multi-Modal contractors and subs today and they will start pouring more concrete soon. They are progressing with the 10-foot sidewalk and working through sewer issues.
- Paving update – Approval of bids is on the agenda tonight.
- A resolution regarding the N. Mack Smith extension is also on the agenda tonight.
- The splash pad and playground will be open until Labor Day, then staff will decide whether to keep them open on weekends or close at that time.
- Tentative agenda item –The canine officer went to Tractor Supply in Soddy Daisy to purchase materials for a doghouse and kennel. Tractor Supply decided to donate the materials. This will be on the next meeting’s agenda for approval to accept the donation.

Old Business: None

New Business:

ORDINANCE NO. 1173 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6205 RINGGOLD ROAD, TAX MAP #169L-F-040, FROM C-2 GENERAL COMMERCIAL DISTRICT TO M-2 LIGHT INDUSTRIAL DISTRICT (1st reading) - City Attorney Litchford read on caption. Chief Building Official Howell stated this will allow Textile Printing room to expand their business. There is an existing building on a portion of this property that will be demolished. Councilmember Helton made a motion, seconded by Vice Mayor Chauncey, to approve Ordinance No. 1173 on first reading. The vote was unanimous. Motion approved.

RESOLUTION NO. 3297 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE AN ACCESS AGREEMENT WITH JSK GP, A TENNESSEE GENERAL PARTNERSHIP, AND GLEN AND SHARON MEADOWS - City Attorney Litchford read on caption. Mr. Litchford stated the property owners agreed to the terms of this agreement. There will be no cost to the City, and we are not taking over maintenance. The agreement will be recorded in the register’s office and access will remain open. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3297. The vote was unanimous. Motion approved.

RESOLUTION NO. 3298 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A COMMERCIAL LEASE AGREEMENT WITH INFINITE INVESTMENT LLC FOR PROPERTY LOCATED AT 1465 NORTH MACK SMITH ROAD - City Attorney Litchford read on caption. Chief Allen stated this will be a temporary no-cost lease to the City. We will pay for electricity, water, and sewer. Councilmember Witt made a motion, seconded by Councilmember Helton, to approve Resolution No. 3298. The vote was unanimous. Motion approved. The Mayor and Vice Mayor thanked Mr. Patel for his generosity in allowing the City to use this property for a gym.

RESOLUTION NO. 3299 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AWARDED A CONTRACT FOR STREET PAVING AT VARIOUS SITES - City Attorney Litchford read on caption. City Manager Dorsey stated we advertised for bids for spot paving of various streets in the City. Some may need milling and paving, and some may have to be dug out and redone with crushed stone and asphalt. Bids came in at \$1.7 million which is an estimate. The list could be pared down to around \$1 million. Vice Mayor Chauncey made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3299. The vote was unanimous. Motion approved.

RESOLUTION NO. 3300 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND RESOLUTION 3279 TO EXTEND THE NORTH MACK SMITH SOUTH ACCESS ROAD PROJECT ON EXISTING PUBLIC RIGHT-OF-WAY - City Attorney Litchford read on caption. City Manager Dorsey stated that we have learned that the City does have a 50-foot right-of-way easement which extends from where the road ends at the Budgetel, all the way around East Ridge Residence to the entrance of the Gateway development. Council had previously voted to end the road project where we thought the right-of-way ended, but now that we know we have extra right-of-way, he stated we could extend the road project to the main entrance of the Gateway development. The amount we had for this project was \$4,019,351 and that number will not change. Councilmember Witt made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3300 to amend Resolution No. 3279 by extending the road improvements of Mack Smith Road up to the entrance of the Gateway Development, provided the improvements stay within the 50' public right-of-way and we do not have to purchase any additional right-of-way area for this extension. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the August 25, 2022 Council Meeting

- **Old Business:**

- **PUBLIC HEARING FOR ORDINANCE NO. 1173** – Rezone the property at 6205 Ringgold Road from C-2 General Commercial District to M-2 Light Industrial District
- **ORDINANCE NO. 1173 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6205 RINGGOLD ROAD, TAX MAP #169L-F-040, FROM C-2 GENERAL COMMERCIAL DISTRICT TO M-2 LIGHT INDUSTRIAL DISTRICT (2nd and final reading)** - no discussion.

- **New Business:**

- **RESOLUTION NO. ____ - Bids for Sports Photography for 2022-2023 Sports Season** – Mr. Dorsey stated we opened bids this week and will present them at the next meeting.

- **RESOLUTION NO. ____ - Bond Issue for funding for N. Mack Smith Road and Multi-Modal Project** – Mr. Dorsey stated we are using ARPA funds for the stormwater portion and \$3 million will come out of the general fund. We may have to go out for a bond issue for approximately \$10 million to complete both of these projects. The expenditures can be reimbursed through the Border Region Act.
- **RESOLUTION NO. ____ - Approve Tyler Technology for Software and Training for Court** – Mr. Dorsey stated this is a budgeted item for Court to be on the same system as the Police Department.

Mayor Williams stated we will also add the following items to the agenda under New Business:

- The donation from Tractor Supply for the doghouse and kennel materials
- Appointments to the Housing Commission and the Planning Commission.
- A donation from CSX Railroad for the Fire Department to add computers to some of their vehicles.

Being no further business, the meeting was adjourned.



City of East Ridge

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

Building and Codes Department

ORDINANCE NO. 1173

AGENDA MEMORANDUM

TO: Mayor, Council; City Manager
FROM: Michael Howell
SUBJECT: Rezone – 6205 Ringgold Road – Expansion of TPC Printing and Packaging
DATE: August 3, 2022

On August 1, 2022, Modus Build, LLC petitioned the East Ridge Planning Commission to rezone the parcel located at 6205 Ringgold Road (Tax Map# 169L F 040) from C-2 Commercial District to M-2 Light Industrial District. The request to rezone would expand TPC Printing and Packaging operations and construct a 60,000 square foot building with eighty parking spaces.

The Planning Commission approved the request. Andrew Payne with Modus Build, LLC has requested the rezone case move forward to city council for review and approval.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

ORDINANCE NO. 1173

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 6205 RINGGOLD ROAD, TAX MAP #169L-F-040, FROM C-2 GENERAL COMMERCIAL DISTRICT TO M-2 LIGHT INDUSTRIAL DISTRICT

WHEREAS, Modus Build, LLC, on behalf of TPC Printing and Packaging, has 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 6205 Ringgold Road, Tax Map #169L-F-040, from C-2 General Commercial District to M-2 Light Industrial District. The property is more particularly described as follows:

Lot 2, Final Plat of Lot 1 and 2, Textile Printing Company Subdivision, Plat Book 100, Page 178, ROHC, being described as Parcels 1 through 3 in Deed Book 8315, Page 752, ROHC. Tax Map 169L-F-040

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on August 1, 2022, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on August 1, 2022; and

WHEREAS, the applicant has properly advertised in a paper of general circulation in the City of East Ridge that he 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 August 25, 2022 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 6205 Ringgold Road, Tax Map #169L-F-040, from C-2 General Commercial District to M-2 Light Industrial District, for uses consistent with such zoning.

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

Passed on First Reading _____, 2022

Passed on Second Reading _____, 2022

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

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

CASE NUMBER: 2022-0192 **APPLICANT:** Modus Build, LLC **PROPERTY OWNER:** Rawter Realty Limited Partnership

PROPERTY ADDRESS: 6205 Ringgold Road **TAX MAP PARCEL ID:** 169L-F-040 **JURISDICTION:** East Ridge

SIZE OF PROPERTY: 2.82 acres **REQUEST:** Rezone from C-2 General Commercial District to M-2 Light Industrial District.

REASON FOR REQUEST/PROPOSED USE: A request to rezone from C-2 General Commercial District to M-2 Light Industrial District to expand existing TPC operation and construct 60,000 square foot building with 80 parking spaces.

PROPERTY DESCRIPTION

EXISTING LAND USE Vacant commercial	SURROUNDING LAND USES <u>North:</u> Single-Family Residential <u>East:</u> Commercial <u>South:</u> Commercial <u>West:</u> Industrial/Warehousing	ACCESS Ringgold Road
TRANSPORTATION Ringgold Rd is an urban principal arterial.	PROPOSED RESIDENTIAL DENSITY N/A	ADJACENT RESIDENTIAL DENSITY N/A
		NATURAL RESOURCES N/A

ZONING

- ZONING HISTORY**
- Case 2021-0024, a request to rezone the site from R-1 Residential District and M-2 Light Industrial District to C-2 General Commercial District. The request was approved by East Ridge City Council through ordinance # 1144.
 - The adjacent M-2 Zoned property was zoned in 1975.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT C-2 ZONE	PROPOSED M-2 ZONE
	Single-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Multi-Family Residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Commercial	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Office	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Warehouse/Storage	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT C-2 ZONE	PROPOSED M-2 ZONE
	Lot Size	N/A	50%
	Setbacks	Front: 25' Side: 10' building separation, 25' when adjoins a residential district Rear: 25' when adjoins a residential district	Front: 25' Side: 10' building separation, 25' when adjoins a residential district Rear: 25' when adjoins a residential district
	Building Height	No building shall exceed in height the shortest distance from building to nearest boundary of a residential district	35'

DISCUSSION OF STAFF RECOMMENDATION

Yes No See
Comments

COMPATIBILITY WITH ADJACENT LAND USES

The site is surrounded by primarily non-residential uses including manufacturing, office, and commercial.

Yes No See
Comments

COMPATIBILITY WITH DEVELOPMENT FORM

The development form for Ringgold Rd is strip commercial and wholesale/warehousing with surface parking lots.

Yes No See
Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

There could be nuisance issues to the adjacent single-family residential dwellings in the rear of the property. Landscape buffering and limited uses should be considered



Chattanooga-Hamilton County Regional Planning Agency
Zoning Change Application Form

CASE NUMBER: 2022-0192		Date Submitted: 06/21/2022					
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>							
1 Applicant Request							
Rezone From: C-2	Rezone To: M-2	Total acres in request area: 2.82 +/-					
2 Property Information							
Property Address: 6205 Ringgold Rd		Property Tax Map Number: 169L-F-040					
3 Proposed Development							
Reason for request/Project description:	Expand TPC Operation, Construct 60,000 sf bldg. and add 80 parking spaces						
4 Site Characteristics							
Current Use:	Open field partially graveled and paved						
Adjacent Uses:	Residential, Commercial, Manufacturing						
5 Applicant Information							
Name: Modus Build, LLC							
Address (street, city, state, zip): P. O. Box 2098, Chattanooga, TN 37409							
Phone: 706-299-3810		Email: apayne@modusbuildllc.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.							
6 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: Kurt Schmissrauter							
Address (street, city, state, zip): P. O. Box 9296, East Ridge, TN 37412							
Phone: 423-400-4248		Email: kurts@tpcpackaging.com					
7 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							
<input checked="" type="checkbox"/>	Application	<input checked="" type="checkbox"/>	Site Plan	<input checked="" type="checkbox"/>	Ownership Authorization		
<input checked="" type="checkbox"/>	Property Cards	<input checked="" type="checkbox"/>	Deeds	<input checked="" type="checkbox"/>	Plats		
<input checked="" type="checkbox"/>	Application Fee: \$635	<input type="checkbox"/>	Cash	<input checked="" type="checkbox"/>	Credit	<input type="checkbox"/>	Check
<input checked="" type="checkbox"/>	Notice signs	Number of notice signs: 1					
Municipality: East Ridge		Planning District: 6		Neighborhood: None			
County Commission District: 8			City Council District: 0				
PC meeting date: East Ridge			Application processed by: Jennifer Ware				
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:			

MILLER ⁺McCOY, INC.
C O N S U L T I N G E N G I N E E R S
915 CREEKSIDE ROAD CHATTANOOGA, TENNESSEE 37406
PHONE (423) 698-2661 FAX (423) 698-2664

June 21, 2022

Chattanooga – Hamilton County RPA
1250 Market Street
Chattanooga, TN 37402

Re: Rezoning Narrative – TPC-6205 Ringgold Road. East Ridge, TN

On behalf of the owners of the referenced parcel the proposal is to rezone from C-2 to M-2. The reason for the re-zoning is to expand the existing operation which is located in an M-2 zone. We do not believe this expansion would be allowed in a C-2 zone. Since this would be an expansion of the current M-2 zoning we feel it would be compatible with that adjacent zoning. We are providing a Type C 30' Buffer between our property and the R-1 property to the North and a Type A 10' Buffer between us and the C-2 property to the East. There would also be a parking buffer between the building and the C-2 property to the East. Please contact Miller-McCoy, Inc. if you have any further questions.

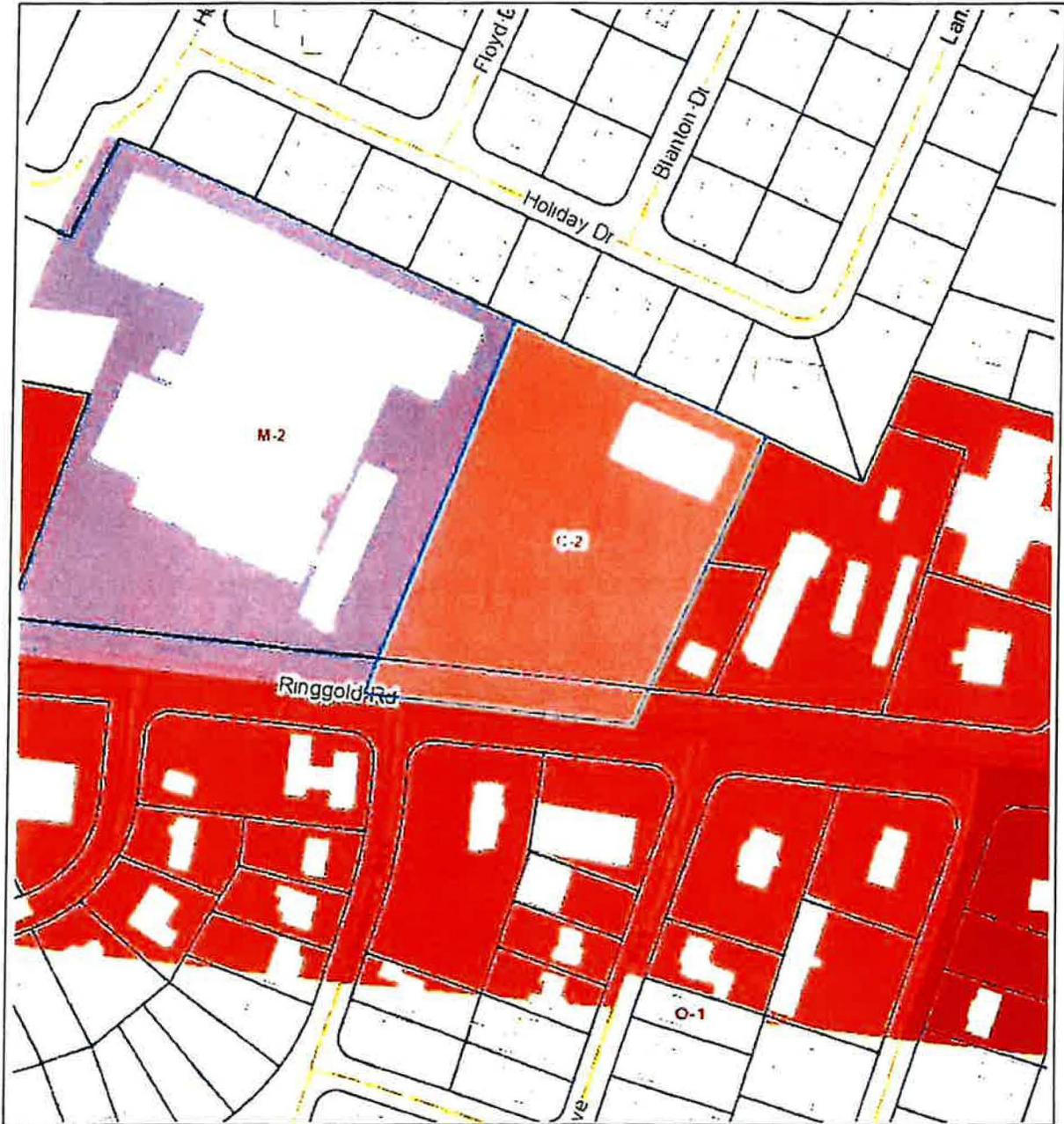
Sincerely,

MILLER McCOY, INC.

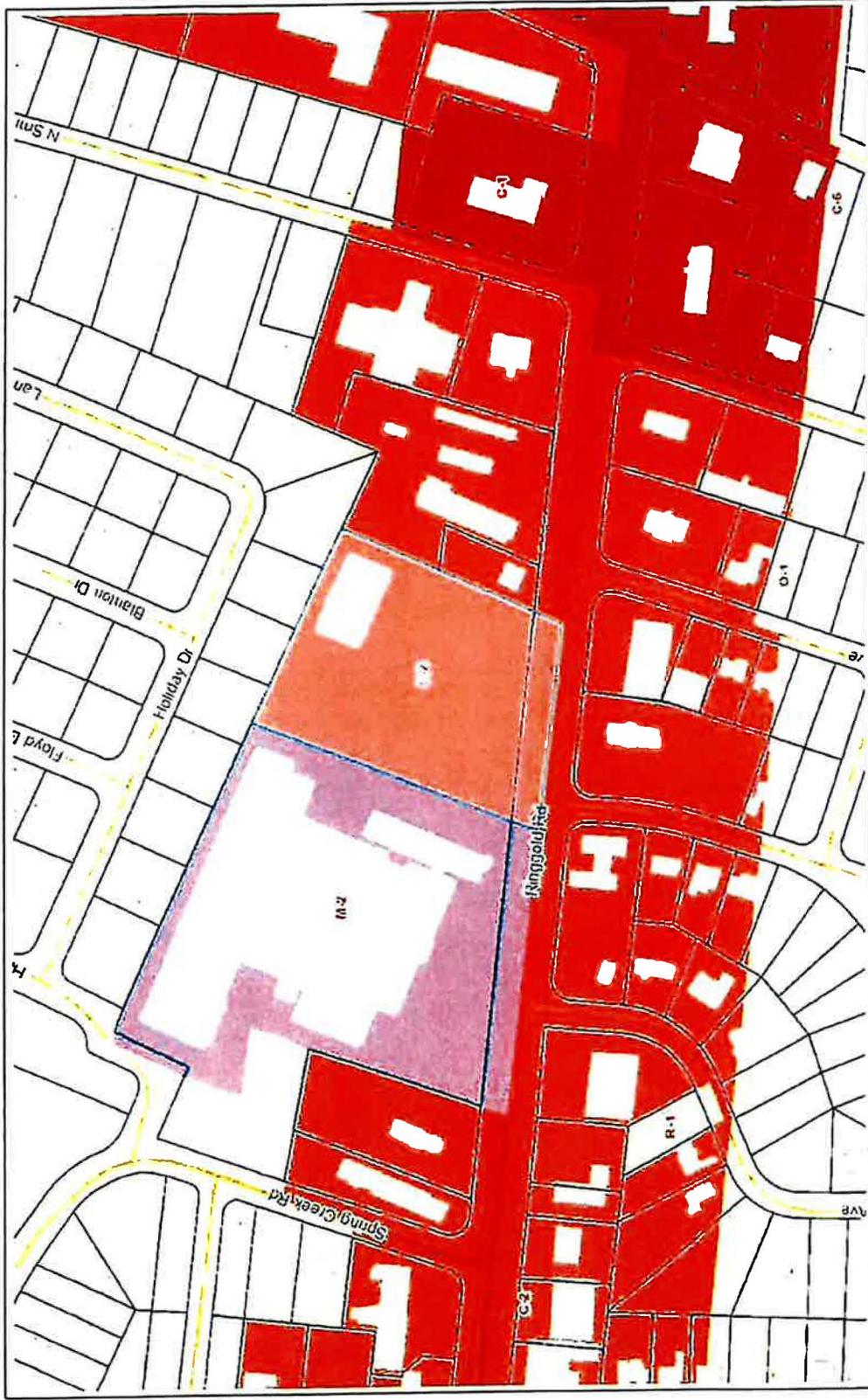


Richard Wayne McCoy
President
Miller-McCoy, Inc.
915 Creekside Road
Chattanooga, TN 37406
423-698-2661

2022-0192 Rezoning from C-2 to M-2



2022-0192 Rezoning from C-2 to M-2

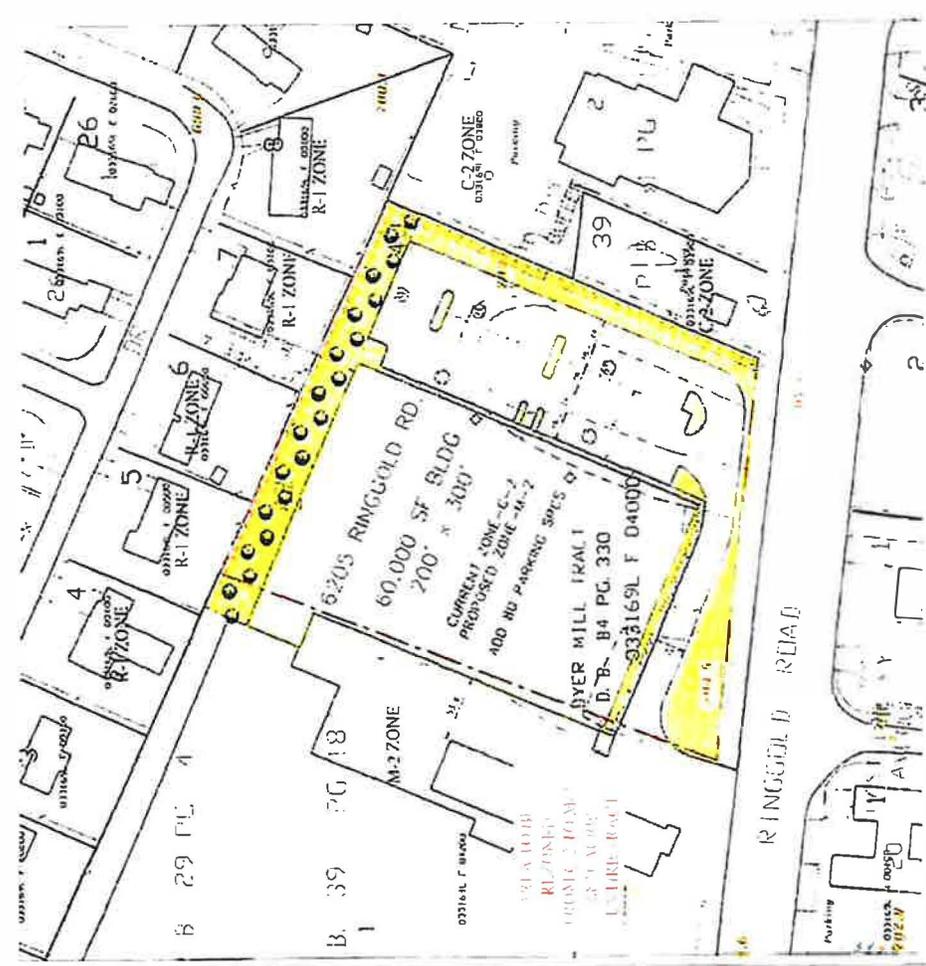


2022-0192 Rezoning from C-2 to M-2



2022-0192 Rezoning from C-2 to M-2





ZONING EXHIBIT

DATE: 11/15/17
 SHEET: 10C
 PROJECT: 1811
 DATE: 11/15/17

1. This exhibit is intended to illustrate the location of the proposed project within the zoning district and to show the location of the proposed project within the zoning district. It is not intended to show the location of the proposed project within the zoning district. It is not intended to show the location of the proposed project within the zoning district.

- APPENDIX**
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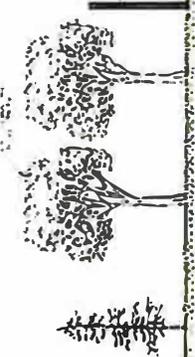
NO.	DATE	DESCRIPTION
1	11/15/17	ISSUED FOR PERMIT
2	11/15/17	ISSUED FOR PERMIT
3	11/15/17	ISSUED FOR PERMIT
4	11/15/17	ISSUED FOR PERMIT
5	11/15/17	ISSUED FOR PERMIT
6	11/15/17	ISSUED FOR PERMIT
7	11/15/17	ISSUED FOR PERMIT
8	11/15/17	ISSUED FOR PERMIT
9	11/15/17	ISSUED FOR PERMIT
10	11/15/17	ISSUED FOR PERMIT

50' BUFFER

TYPE A LANDSCAPE BUFFER

DATE: 11/15/17
 SHEET: 10C
 PROJECT: 1811
 DATE: 11/15/17

NOT 10' ON-CENTER BUFFER 10' WIDE WITH SINGLE ROW OF LIVELAND TREES AT 10' ON-CENTER





Hamilton County Trustee

Property Tax Inquiry

Bill Hullander - Hamilton County Trustee

119 Courthouse # 619 Georgia Ave

Chattanooga, TN 37402

Phone (423) 209-7370 Fax (423) 209-7271

Office Hours: Mon - Fri 8:00am - 4:00pm except these holidays

Hamilton County Tennessee

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- [General Property Tax FAQs](#)
- [Current Property Tax Rates](#)
- [Email the Trustee](#)
- [Tax Roll File](#)
- [Delinquent File Download](#)

Trustee - Tax Bill

Return to Property Details

[GIS](#) [Printing Tips](#)

State Grid	169L F 040	Flags	None
District	East Ridge (2E)		
Property Address	6205 RINGGOLD RD		

Bill Type	Real Property	Bill Year	2021
Status	Complete	Bill #	149844
Mailing Address	RAWTER REALTY LIMITED PARTNERSHIP 6107 RINGGOLD RD CHATTANOOGA TN, 37412	Assessment	\$734,200.00
Legal Desc	1. LT 2 TEXTILE PRINTING COMPANY SUB PB B4 PG330 REV 100-178 2. 3. 4.		

Other Links

- [County Officials & Departments](#)
- [Hamilton County Assessor](#)
- [Hamilton County Register Of Deeds](#)

Billing Information

9/21/2021	Tax Billing	County Tax	\$16,426.26
9/21/2021	Tax Billing	Municipal Tax	\$9,177.50
9/21/2021	Tax Billing	Municipal Stw Amt	\$49.46
9/21/2021	Tax Billing	Sanitation Fee	\$249.00

Payment Information

12/8/2021	Payment	3955793	(\$5,000.00)
12/28/2021	Payment	4103752	(\$10,000.00)
1/6/2022	Payment	4102374	(\$10,893.22)

Total Due \$0.00

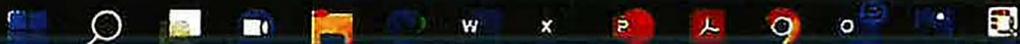
MAKE CHECKS PAYABLE AND MAIL TO:

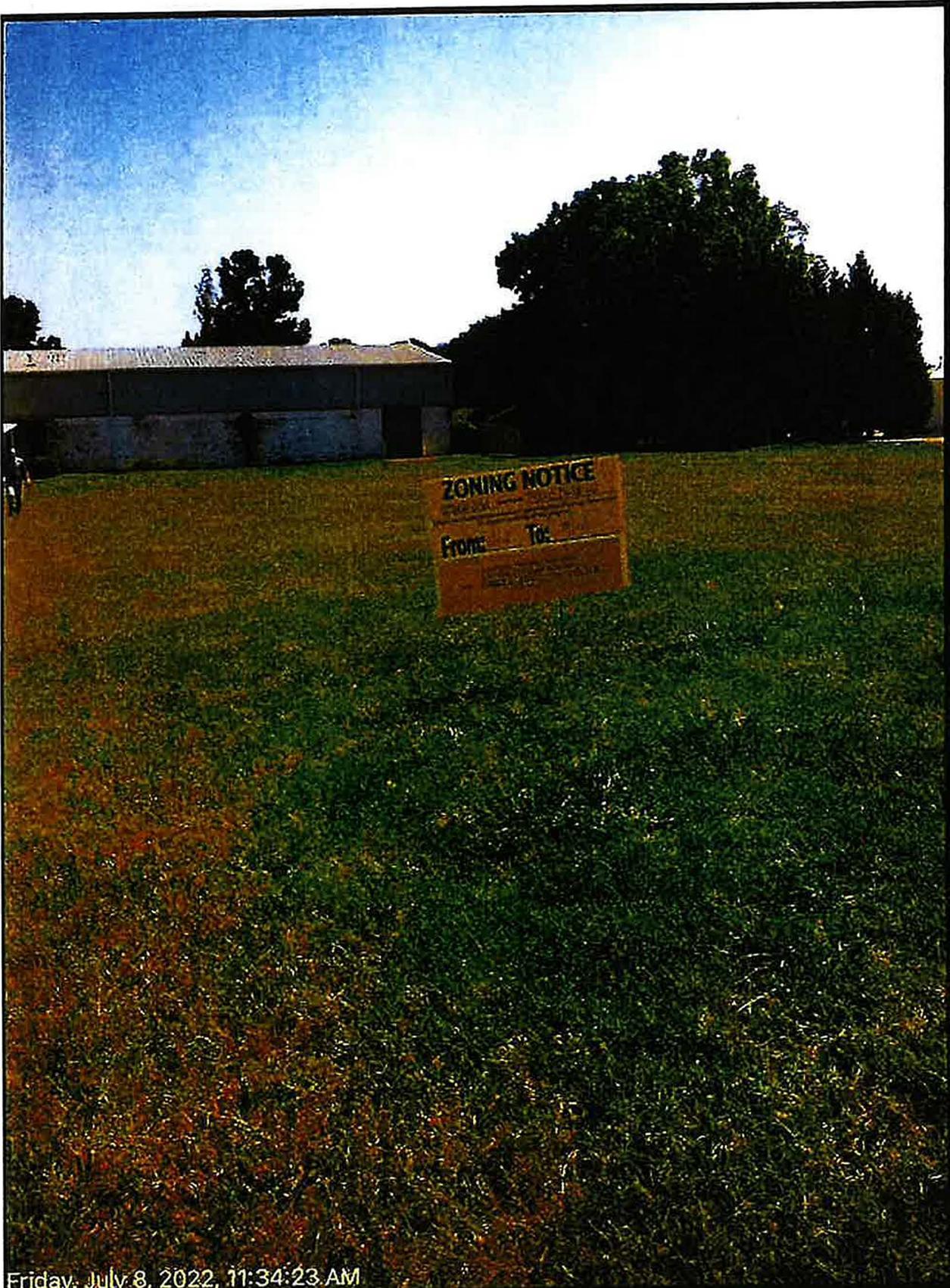
HAMILTON COUNTY TRUSTEE
625 Georgia Ave., Room 210
Chattanooga, TN 37402-1494

Send any suggestions about this site to [County Webmaster](#)
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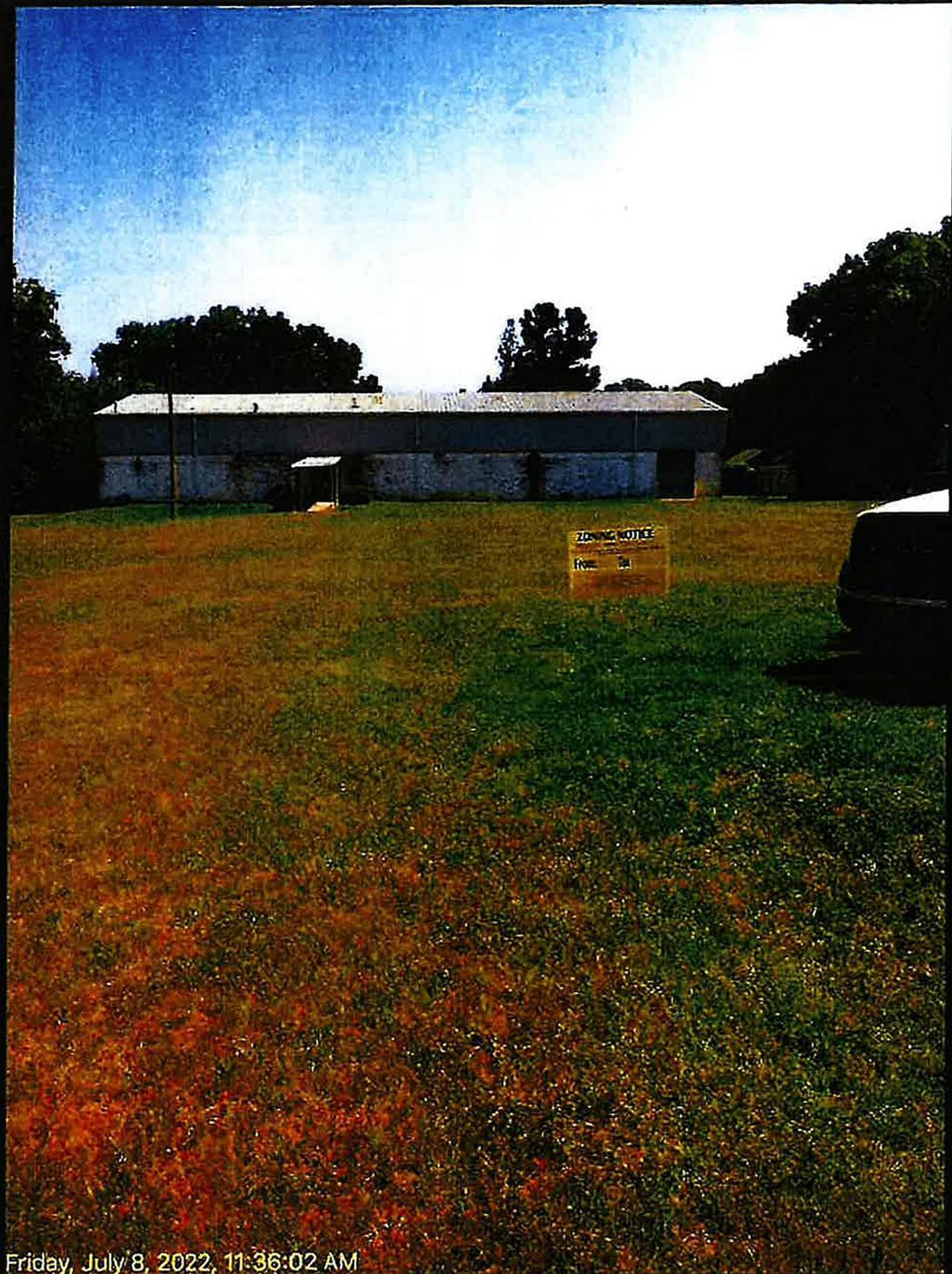
Friday, July 8, 2022, 11:33:36 AM





Friday, July 8, 2022, 11:34:23 AM





Friday, July 8, 2022, 11:36:02 AM





City of East Ridge

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

Mike Williams
Fire Chief

RESOLUTION NO. 3301

To: Mayor and Councilmembers
From: Chief Mike Williams
Date: August 15, 2022
Reference: Accepting and approving a Grant
CC: Chris Dorsey, Diane Qualls, Janet Middleton

Mayor and Council members,

The Fire Department applied for and was awarded a grant from CSX Railroad in the amount of \$25,000. This is a 100% grant.

The intended purpose for this Grant is to purchase computers for first out responding fire apparatus. This will be the first step to enhance the fire department's communications with dispatch through FIRE Mobile CAD. We currently use a program on our I- Pads that is called "I am responding", our goal is to eliminate the I-pads, upgrade with computers, then have Mobile CAD soon after. By purchasing these new computers, it will be the first step towards having Fire Mobile CAD.

We are requesting the Mayor and Council to accept and approve the Grant from CSX Railroad in the amount of \$ 25,000.00 for computers and accessories for our departments first out apparatus.

Respectfully,

Chief Mike Williams

RESOLUTION NO. 3301

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT A GRANT FROM CSX RAILROAD IN THE AMOUNT OF \$ 25,000 FOR THE EAST RIDGE FIRE RESCUE DEPARTMENT

WHEREAS, the East Ridge Fire Rescue Department applied for and was awarded a grant from CSX Railroad in the amount of \$25,000; and

WHEREAS, the Fire Department would like to use the grant to purchase computers for first-out responding fire apparatus; and

WHEREAS, by purchasing these computers, it will be the first step to enhance the department's communications with dispatch and towards having a FIRE Mobile CAD system; and

WHEREAS, this is a 100% grant with no matching amount from the City.

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 accept the grant from CSX Railroad in the amount of \$25,000, with no matching amount from the City, to be used to purchase computers for all first-out responding fire apparatus.

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 _____ 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3302



**323 Camp Jordan Parkway
East Ridge, TN 37412
(423) 490-0078**

MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Shawna Skiles, Parks and Recreation Director

SUBJECT: Bids for Sports Photography: 2022 – 2023 Athletic Season

DATE: August 18, 2022

Bids for Sports Photography for the 2022 – 2023 Athletic Season were opened on August 9, 2022 at 2:30 pm. One (1) qualified bid was received as follows:

- Beverly Reid Photography - 15% commission of gross picture sales paid to City.

Staff recommends awarding Beverly Reid Photography the Sports Photography bid for the 2022 – 2023 Athletic Season.

RESOLUTION NO. 3302

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE APPROVING
PHOTOGRAPHY BIDS FOR THE 2022 – 2023 SPORTS
SEASON**

WHEREAS, on July 31, 2022, the City of East Ridge issued a request for bids for photography services for the 2022 - 2023 sports season; and

WHEREAS, sealed bids were opened and publicly read on August 9, 2022, beginning at 2:00 pm. at East Ridge City Hall; and,

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

WHEREAS, after review of the bids, City staff recommends the bid for sports photography be awarded to Beverly Reid Photography in the amount of 15% return in gross sales to the City for team and individual pictures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the bid for photography services for the 2022 – 2023 sports season be awarded to Beverly Reid Photography in the amount of 15% return in gross sales to the City for team and individual pictures.

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 _____, 2022

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved to Form:

Mark W. Litchford, City Attorney

**CITY OF EAST RIDGE – PARKS AND RECREATION DEPARTMENT
 YOUTH SPORTS PHOTOGRAPHY BID FORM AND AGREEMENT
 JULY 1, 2022 – JUNE 30, 2023
 Bid Opening August 9, 2022 – 2:00 pm
 Please Print**

CONTACT INFORMATION	
Company Name:	BEVERLY REID PHOTOGRAPHY
Address:	PO BOX 24473, CHATTANOOGA, TN 37422
Contact Person & Phone:	BEVERLY REID 423-619-1420
Email:	beverlyreidphotos@gmail.com
Website:	www.beverlyreidphotos.com

PREVIOUS EXPERIENCE – LIST YOUR LAST THREE PHOTOGRAPHY JOBS
1. GRACE ACADEMY – entire school, all photos including sports
2. MIDDLE VALLEY REC
3. NOTRE DAME HIGH SCHOOL

AVAILABILITY – PHOTOGRAPHY MAY BE REQUIRED ON MULTIPLE DAYS – CHECK DAYS YOU ARE AVAILABLE							
Monday: <input checked="" type="checkbox"/>	Tuesday: <input checked="" type="checkbox"/>	Wednesday: <input checked="" type="checkbox"/>	Thursday: <input checked="" type="checkbox"/>	Friday: <input checked="" type="checkbox"/>	Saturday: <input checked="" type="checkbox"/>	Sunday: <input checked="" type="checkbox"/>	
Number of people you will have available to shoot tournaments: 1-4							

EQUIPMENT – LIST ALL EQUIPMENT USED	
1. Nikon D800, D50's (multi)	4. Nikon lenses 70-200
2. Godox lighting	5. Nikon lenses 70-400
3. Nikon lenses 24-70	6.

SOFTWARE – LIST SOFTWARE USED FOR EDITING PHOTOGRAPHS	
1. Photoshop	3. Graphic Design software
2. Lightroom	4.

ESTIMATED TURNAROUND TIME (see intro letter) differs by product		
3 – 5 Days: prints	1 – 2 Weeks:	2 – 3 Weeks: products

DELIVERY METHOD – HOW WILL YOU DISTRIBUTE PHOTOS?
your choice (see intro letter) my preference is they are delivered to parents via USPS mail.

The selected photography company will be paid by the customers. The City of East Ridge Parks and Recreation Department will not collect any photography fees. Additionally, any issues with finished products will be directed to the photography company. B&L

The City of East Ridge Parks and Recreation Department will not provide any contact information for any players or parents. Please be sure to include the contact information on your price list form. If this is unavailable, can parents be required to pre-register online? if not we can handle via paper forms.

PERCENTAGE YOUR COMPANY WILL PAY TO CITY OF EAST RIDGE	% 15%
--	-------

<u>Beverly L. Reid</u> 8-9-22	
Signature (Vendor)	Date
Signature (City)	Date

ONLINE ORDERING

www.beverlyreidphotos.com

Beverly Reid Photography
Post Office Box 24473
Chattanooga, TN 37421
United States

Phone: +1 423-619-1420
Email: beverlyreidphotos@gmail.com
Internet: www.beverlyreidphotos.com

Price List (as of 08/09/2022)

<u>Prints</u>	<u>Price</u>
Lustre Prints 8x10	\$20.00
Lustre Prints 8x10	\$20.00
2-3.5x5 Portraits (2) 3x5 Lustre Prints	\$20.00
2-5x7 Portraits	\$20.00
Set of 2 Lustre Prints (2) 3.5x5	\$20.00
Set of 2 Lustre Prints (2) 4x5	\$20.00
Set of 2 Lustre Prints (2) 4x6	\$20.00
Set of 2 Lustre Prints (2) 5x7	\$20.00
Set of 3 Lustre Prints (Multi-Size) (1) 3.5x5 & 2 Wallets	\$20.00
Set of 3 Lustre Prints (Multi-Size) (1) 5x7 & (2) 3.5x5	\$22.00
Set of 3 Lustre Prints (Multi-Size) (1) 5x7 & (2) 4x5	\$22.00
Set of 3 Lustre Prints (Multi-Size) 3-4x6	\$20.00
Set of 4 Lustre Prints (4) 3.5x5	\$20.00
Set of 4 Lustre Prints (4) 4x5	\$22.00
8 Lustre Wallet Prints 8 Wallets	\$20.00

<u>Product Packages</u>	<u>Price</u>
SPORTS: Starter Collection	\$20.00
1 x 8 Lustre Wallet Prints 8 Wallets	
1 x Team Lustre Print 8x10	
SPORTS - Captain - ALK	\$30.00
1 x Lustre Prints 5x7	
1 x Lustre Prints 8x10	
1 x Set of 2 Lustre Prints (2) 4x6	
1 x 4 Lustre Wallet Prints 4 Wallets	
SPORTS - Champion - ALK	\$45.00
1 x Lustre Prints 5x7	

Beverly Reid Photography
Post Office Box 24473
Chattanooga, TN 37421

Phone: +1 423-619-1420
Email: beverlyreidphotos@gmail.com
Internet: www.beverlyreidphotos.com

- 1 x Lustre Prints 8x10
- 1 x 2-3.5x5 Portraits (2) 3x5 Lustre Prints
- 1 x 4 Lustre Wallet Prints 4 Wallets
- 1 x Team Lustre Print 8x10

SPORTS - ALL STAR - ALK **\$60.00**

- 2 x Lustre Prints 5x7
- 4 x Lustre Prints 8x10
- 1 x Set of 2 Lustre Prints (2) 4x6
- 1 x 8 Lustre Wallet Prints 8 Wallets

SPORTS - MVP **\$85.00**

- 2 x Lustre Prints 5x7
- 2 x Lustre Prints 8x10
- 1 x 2-3.5x5 Portraits (2) 3x5 Lustre Prints
- 1 x Set of 4 Lustre Prints (4) 4x5
- 1 x Set of 8 Lustre Prints (Multi-Size) (1) 5x7 & 7 Wallets
- 1 x 8 Lustre Wallet Prints 8 Wallets
- 1 x Team Lustre Print 8x10
- 1 x Photo Download original size
- 1 x Photo Button 1
- 1 x Acrylic Keychain

Downloads	Price
Photo Download original size	\$30.00
Download all photos	\$99.99

Gifts	Price
Photo Button 1	\$8.50
Round Magnet	\$6.50
Photo Magnets 4x5	\$6.50
Photo Magnets 5x7	\$8.00
Photo Magnets 2 Wallets	\$6.50
Photo Magnets 4 Wallets	\$6.50
Photo Puzzle 8x10	\$26.00
Photo Mug 11oz	\$15.99
Photo Mug 15oz	\$18.99
Aluminum Water Bottle One Size	\$25.00
Acrylic Keychain	\$12.00
Key Fobs Key Fob (3 Pack)	\$10.00
Mousepad 8x9.5	\$24.00
Photo Plaque 8x10	\$30.00
Photo Statue 5x7	\$30.00
Photo Statue 8x10	\$45.00
Acrylic Cutout Ornament	\$22.00
Aluminum Tree Shaped Ornament One Size	\$22.00

Other**Price**

Cheer Magazine Cover 8x10	\$12.00
Cheer Trader Card Set of 8	\$15.00
Football Magazine Cover 8x10	\$12.00
Football Tickets Sheet of 5	\$8.00
Football Trader Card Set of 8	\$15.00



City of East Ridge

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

Office of the City Recorder

RESOLUTION NO. 3303

AGENDA MEMO

TO: Mayor and Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: Planning Commission Appointment

DATE: August 25, 2022

The following Planning Commission term expired on August 24, 2022:

Member	Appointed by	Term
Casey Tuggle	Mayor Williams	8/25/19 – 8/24/22

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3303

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
APPROVING THE APPOINTMENT OF
_____ TO THE EAST RIDGE
PLANNING COMMISSION**

WHEREAS, the East Ridge Planning Commission fulfills an important role by hearing and considering rezoning cases and then submitting them to the City Council for final approval; and

WHEREAS, the Mayor makes all appointments to the City of East Ridge Planning Commission in accordance with Title 14 of the East Ridge City Code, Chapter 1, Section 14-101, as amended by Ordinance No. 1063; and

WHEREAS, the term of Casey Tuggle is set to expire on August 24, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee, hereby approves the appointment of _____ by Mayor Williams to the East Ridge Planning Commission for the term August 25, 2022 – August 24, 2025.

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 _____ 2022.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

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

Office of the City Recorder

RESOLUTION NO. 3304

AGENDA MEMO

TO: Mayor and City Council
City Manager

FROM: Janet Middleton, City Recorder

SUBJECT: HOUSING COMMISSION APPOINTMENT

DATE: August 25, 2022

The following Housing Commission term expired on August 24, 2022:

Name	Appointed by:	Term
Earl Wilson	Mayor Williams	8/25/19 – 8/24/22

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3304

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE,
APPROVING THE APPOINTMENT OF
_____ TO THE EAST RIDGE
HOUSING COMMISSION**

WHEREAS, the City of East Ridge has established the East Ridge Housing Commission, pursuant to City Code Section 13-303; and

WHEREAS, the East Ridge Housing Commission fulfills an important statutory role with regard to the adjudication of various housing issues arising in the City; and

WHEREAS, the term of Earl Wilson is set to expire on August 24, 2022.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Ridge, Tennessee, hereby approves the appointment of _____ by Mayor Williams to the East Ridge Housing Commission for the term August 25, 2022 – August 24, 2025.

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 _____ 2022.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



EAST RIDGE POLICE DEPARTMENT

4214 Ringgold Road ♦ East Ridge, TN 37412

**Police Administration
(423) 867-3718
Fax (423) 867-9418**

**Stan Allen
Chief of Police**

RESOLUTION NO. 3305

AGENDA MEMORANDUM

TO: Mayor and City Council - City Manager

FROM: Chief Stan Allen

SUBJECT: K9 Doghouse and Kennel

DATE: August 9, 2022

Tractor Supply of Soddy Daisy is wanting to donate and doghouse and kennel cover for the kennel for the ERPD K9 Quest.

The donation would provide essential ballistic protection for the Police Department's newest K9 Officer - Quest.

RESOLUTION NO. 3305

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT A DONATION FROM TRACTOR SUPPLY COMPANY OF A DOGHOUSE AND A KENNEL ROOF FOR THE EAST RIDGE POLICE DEPARTMENT

WHEREAS, the East Ridge Police Department is in need of a doghouse and kennel roof for its K9 Officer Quest; and

WHEREAS, Tractor Supply Company has graciously offered to donate these items to the City; and

WHEREAS, the value of the donation is \$340.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the City is hereby authorized to gratefully accept the donation of a doghouse and kennel roof from Tractor Supply Company valued at \$340.00 for its K9 Officer Quest.

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 _____ 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

East Ridge Police Department

Uniform/Operating/Office Supplies Request

OFFICER'S NAME Brendan Beadle	DATE 08/08/2022
---	---------------------------

ITEM	QUANTITY	DESCRIPTION	VENDOR	AMOUNT
1	1	Petmate Dog House Large	Tractor Supply	159.99
2	1	Retriever 10x10 roof cover	Tractor Supply	179.99
3				
4				
5				

Supervisor Approval

Date

Department Approval

Date

Request Denied

Date

Reason:

PO # 34728

INSTRUCTIONS: A purchase order **MUST** be used for all purchases-**WITHOUT EXCEPTION**. This form, along with **SIGNED** tickets (customer copy or receipt) must be turned in to the administrative office **PROMPTLY**.

TRACTOR SUPPLY COMPANY PRODUCT DONATION
NOTICE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

_____, (hereinafter "Recipient"), agrees that this is a contract for receipt of donated product and not purchased product. Recipient agrees that the product is donated by Tractor Supply Company (hereinafter "TSC") to Recipient upon the express condition that:

1. Recipient will not return the donated product to the manufacturer, any Tractor Supply Company retail store, or any retail store selling manufacturer's products for any reason including rebate, return, credit, or exchange;
2. Recipient accepts the donated product, "as-is"; defined as the condition in which the donated product is delivered; and
3. Recipient is responsible for the correct use of the donated product according to manufacturers' instructions and guidelines.

In consideration of the receipt of the donated product, Recipient hereby unconditionally RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO PURSUE any action, legal or otherwise against TSC or the manufacturer, and their respective officers, directors, agents, administrators, volunteers, and employees, sponsoring agencies, and sponsors (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained as a result of accepting or using the donated product.

Recipient and its agents and representatives are fully aware of the potential risks involved and potential hazards connected with using the donated product and hereby elects to voluntarily accept the donated product with the full knowledge of these risks and hazards and voluntarily assumes full responsibility for any risks of loss, personal injury, including death, that may be sustained during the use of the donated product.

Recipient agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or costs, including court costs and attorney fees that they may incur as a result of Recipient accepting or using the donated product whether caused by the active or passive negligence of the Releasees, or otherwise.

Recipient expressly understands that all donated product is without any warranty, either express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

East Ridge Police Dept
Recipient Organization Printed Name

[Signature] 8/3/22
X Signature of Recipient Representative DATE

[Signature] 8/3/22
X Signature TSC Manager/Assistant Manager DATE

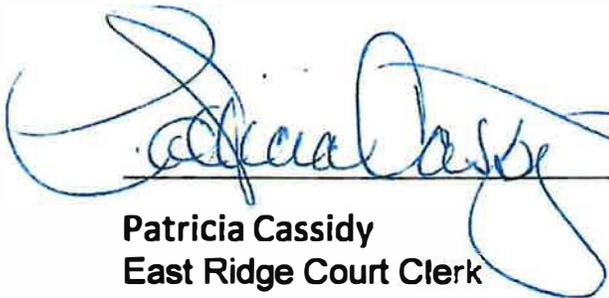
Recipient Representative Printed Name

Janet Alexander
TSC Manager/Assistant Manager Printed Name

2424913 Retriever Toler Dog House
1105106 Retriever K910 Kennel Cover
Description of Product Donated

MEMO – TYLER TECHNOLOGIES

This memo is to receive approval to begin the process of Tyler Technologies to begin their process for integrating the court with the police department for software and training. This was approved in my budget. I now come before the council for approval so that we can begin the process.


7-20-2022

Patricia Cassidy
East Ridge Court Clerk

RESOLUTION NO. 3306

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A CONTRACT WITH TYLER TECHNOLOGIES FOR SOFTWARE FOR EAST RIDGE CITY COURT

WHEREAS, the City of East Ridge Police Department has implemented a public safety software system from Tyler Technologies to replace their existing Records Management System (RMS), Field Based Reporting (FBR), and Property and Evidence Tracking System (P&E); and

WHEREAS, the City Court has budgeted this year to also change their software over to Tyler Technologies, which is a single source vendor for compatibility and integration with the Police Department system; and

WHEREAS, the City Court Clerk and City staff recommend the agreement from Tyler Technologies be accepted in the amount of \$51,349.00 in upfront costs and annual fees of \$22,154.00 for three (3) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the agreement from Tyler Technologies be accepted in the amount of \$51,349.00 in upfront costs and annual fees of \$22,154.00 for three (3) years.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and Tyler Technologies, subject to approval of the City Attorney, in the amount stated herein.

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 _____ 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the City of East Ridge, Tennessee.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit F.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this

section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: Hyperlinked Terms



Quoted By: Jay Gardner
Quote Expiration: 09/30/22
Quote Name: East Ridge TN Incode Court SAAS Pricing

Sales Quotation For:
City of East Ridge
1517 Tombras Ave Ste 2
East Ridge TN 37412-2798

Tyler Annual Software – SaaS

Description	Annual
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Criminal Case Manager	\$ 12,989
Cash Collections	\$ 0
Output Director	\$ 2,299
Citation Issuing Device Interface (Enforcement Mobile)	\$ 0
Tyler One	
Content Manager Suite	
Core	\$ 5,661

TOTAL: **\$ 20,949**
Term # of Years: **3**

Tyler Annual Services

Description	Annual
ERP	
Other Services	
Tyler University	\$ 815
TOTAL:	
	\$ 815

Tyler Fees per Transaction

Description	Net Unit Price
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00
Tyler One	
Payments	
Municipal Justice Payments	\$ 0.00

Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				

Lane 3000 Terminal Purchase	1	\$ 419	\$ 419	\$ 0
PCI Service Fee (Per Device)	1	\$ 0	\$ 0	\$ 180

Tyler Third Party

Hardware

Topaz Signature Pad T-L462 - USB w/ Serial Emulation TLBK462-BSB

Hosted Court Sites	2	\$ 525	\$ 1,050	\$ 210
TOTAL:			\$ 1,469	\$ 390

Services

Description	Hours/Units	Extended Price	Maintenance
Municipal Justice 10 Suite			
Professional Services	132	\$ 17,160	\$ 0
Warrants & Judgments Data Conversion	1	\$ 1,500	\$ 0
Warrants & Judgements Data Analysis	4	\$ 520	\$ 0
Project Management	1	\$ 1,750	\$ 0
Fee Instance, Payment Plans, Restitution Data Conversion	1	\$ 4,500	\$ 0
Case Management Data Conversion	1	\$ 7,500	\$ 0
Caseless Warrants Data Conversion	1	\$ 4,000	\$ 0
Content Manager Suite			
Professional Services	40	\$ 5,200	\$ 0
Conversions - Court	1	\$ 7,750	\$ 0
TOTAL:		\$ 49,880	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 20,949
Total Third Party Hardware, Software, Services	\$ 1,469	\$ 390
Total Tyler Services	\$ 49,880	\$ 815
Summary Total	\$ 51,349	\$ 22,154

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
Municipal Justice powered by Incode			
Municipal Justice 10 Suite			
Output Director	8	\$ 1,040	\$ 0
Fee Instance, Payment Plans, Restitution Data Analysis	8	\$ 1,040	\$ 0
Criminal Case Manager Implementation Fees	88	\$ 11,440	\$ 0
Case Manager Data Analysis	16	\$ 2,080	\$ 0
Cash Collections	8	\$ 1,040	\$ 0
Caseless Warrants Data Analysis	4	\$ 520	\$ 0
Sub-Total	132	\$ 17,160	\$ 0
Tyler One			
Content Manager Suite			
Core	40	\$ 5,200	\$ 0
Sub-Total	40	\$ 5,200	\$ 0
TOTAL:	172	\$ 22,360	\$ 0

Optional Tyler Annual Software – SaaS

Description	Annual
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
General Ledger Third-Party Interface	\$ 2,476
Virtual Court	\$ 3,000
TOTAL:	\$ 5,476
Term # of Years:	3

Comments

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

- v10 Interface to Electronic Citations (Brazos) of Warrants from Municipal Justice to Electronic Citations
- v10 Interface to Public Safety Pro (IPS) RMS for Warrants Export from Municipal Justice to Public Safety Pro RMS
- v10 Interface to Public Safety Pro (IPS) RMS for Warrants Export to Municipal Justice from Public Safety Pro RMS

By signing this order, you acknowledge that the items listed here are hereby added to the agreement between you and us and subject to its terms. Your access or use of Virtual Court is subject to additional terms (the "VC Terms") found here: <https://www.tylertech.com/terms/virtual-court-terms-of-use>. Unless otherwise indicated, the VC Terms and any comments specific to Virtual Court herein take precedence over conflicting comments on this order.

Court Case Resolution Bundle includes: Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

Court Case Management conversion includes Name Information (Address, phone, name notes), Vehicle Information, Officer Information, Offense Code Information, Case Information (violation date, comments, citation), Witness Information, Disposition Information

Caseless Warrant Conversion - Warrants that are issued without a case being entered or filed with the Court. The officers will request a warrant to be issued on a Defendant based on an allegation.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.

- o Implementation and other professional services fees shall be invoiced as delivered.
- o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Tyler Payments Fee Schedule

Payer Electronic Payment Costs (Service Fee Model)

If passing transaction costs to the payer

Payer Card Cost – per card transaction with Visa, MasterCard, Discover, and American Express

Applies to:

- Court: Online and In Person

3.95%
\$2.50 minimum

Miscellaneous Costs

Credit Card Chargebacks – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

\$15.00

Monthly Gateway Fee – Per merchant account

\$10.00

Annual PCI Compliance Fee – Per merchant account

\$99 annually

Card Terminal Purchase – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support

[Lane 3000](#): \$419 (one-time fee per device)
[Lane 5000](#): \$529 (one-time fee per device)
Plus \$180 annual per device PCI service fee



City of East Ridge

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

RESOLUTION NO. 3307

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Approval for WWTA

DATE: August 22, 2022

Mayor and Council,

The State of Tennessee through TDEC has developed the Tennessee Deployment of American Rescue Plan Funding; Water Infrastructure Plan in order to allocate a portion of the State funds toward water infrastructure in Tennessee. East Ridge has been allocated through TDEC \$2,533,124.00 along with a match by Hamilton County of \$526,625.00 for a total of \$3,039,749.00. These funds can **only** be spent on utility infrastructure and since East Ridge no longer has utilities, an agreement can be made with WWTA to utilize these funds within the City limits of East Ridge. So, the resolution authorizes the transfer of East Ridge's allocation of \$2,533,124.00 to WWTA. Again, these funds can be spent on wastewater infrastructure rehabilitation within our borders.

Respectfully,
Chris Dorsey

RESOLUTION NO. 3307

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE TRANSFER OF EAST RIDGE'S TENNESSEE DEPARTMENT OF CONSERVATION (TDEC) ALLOCATED AMERICAN RESCUE PLAN (ARP) FUNDS TO THE WATER & WASTEWATER TREATMENT AUTHORITY (WWTA) IN THE AMOUNT OF \$2,533,124

WHEREAS, the State of Tennessee through TDEC has developed the Tennessee Deployment of American Rescue Plan Funding; Water Infrastructure Plan in order to allocate a portion of the State funds toward water infrastructure in Tennessee; and,

WHEREAS, TDEC has allocated \$2,533,124 to East Ridge through formula-based non-competitive grant calculation; and,

WHEREAS, The Hamilton County Commission has agreed to provide the required matching funds for the grant using Hamilton County ARP funds in an amount of \$506,625.00; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that the transfer of the State allocation and matching funds in the amount of Three Million Thirty-Nine Thousand Seven Hundred Forty-Nine Dollars (\$3,039,749) to the Hamilton County WWTA to be used to fund wastewater infrastructure projects in East Ridge be and is hereby approved.

BE IT FURTHER RESOLVED that the City Council approve the transfer of State allocation and matching funds in the amount Three Million Thirty-Nine Thousand Seven Hundred Forty-Nine Dollars (\$3,039,749) to the Hamilton County WWTA to be used to fund wastewater infrastructure rehabilitation in East Ridge subject to TDEC project approval.

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

This resolution is adopted as of this _____ day of _____ 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3308

MEMORANDUM

TO: East Ridge City Council
FROM: Mark W. Litchford
DATE: August 22, 2022
RE: North Mack Smith South Access Road Project

Stephen Myers provided a traffic report for the North Mack Smith South Access Road Project demonstrating that the estimated intensity of vehicular traffic after completion of the Gateway Development may necessitate the acquisition of private right of way property over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008. Approval of this resolution authorizes the City to acquire and purchase, if necessary, such private right of way as set forth in the Roadway Plan renderings designed by ASA Engineering (Project No. 21-0154) attached to said Resolution No. 3279.

Tennessee Office

5726 Marlin Road
Franklin Building, Suite 107
Chattanooga, Tennessee 37411

Colorado Office

1755 Telstar Drive, Suite 300
Colorado Springs, Colorado 80920

RESOLUTION NO. 3308

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND RESOLUTION 3300 TO PURCHASE RIGHT OF WAY OF PROPERTY LOCATED AT 1403 MACK SMITH ROAD

WHEREAS, on June 9, 2022, the City Council approved Resolution No. 3279 relative to road renovations for the designated right of way portion of North Mack Smith Road (“North Mack Smith South Access Road Project” or “Project”) from Ringgold Road north up to the property located at 1402 Mack Smith Road, Tax Map No. 169L-K-020.01, as depicted on the Roadway Plan renderings designed by ASA Engineering (Project No. 21-0154) attached to said Resolution No. 3279; and

WHEREAS, on August 11, 2022, the City Council approved Resolution No. 3300 to amend Resolution No. 3279 in order to extend the North Mack Smith South Access Road Project up to the entrance of the Gateway Development at Tax Map No. 169E-D-008 provided such extension did not include the purchase of any private right of way property over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008; and

WHEREAS, a traffic study has been performed which demonstrates that the best construction and renovation for the North Mack Smith South Access Road Project may necessitate the acquisition of private right of way property over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008; and

WHEREAS, the North Mack Smith South Access Road Project is intended to improve and renovate North Mack Smith Road in connection with the retail economic development project known as the Gateway Development (“Development Project”) which said Development Project is an economic development project within the Border Region District (“District”) as defined in the Board Region Retail Tourism Development District Act, T.C.A. § 7-40-101 *et seq.* (“Act”); and

WHEREAS, the City desires to amend Resolution No. 3300 to improve and renovate the North Mack Smith South Access Road Project up to the entrance of the Development Project at Tax Map No. 169E-D-008 in accordance with the Roadway Plan (Project No. 21-0154) attached to Resolution No. 3279 which may include extending the Project outside portions of the 50-ft perpetual right of way easement located on the 1403 Mack Smith Road, Tax Map No. 169L-K-020 property; and

WHEREAS, the City Council previously approved a budget for this Project that originally included amounts for the acquisition of certain private right of way access outside the 50-ft perpetual access easement over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008; and

WHEREAS, the Council finds amending Resolution No. 3300 to allow for the potential purchase of certain private right of way property over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008 is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that Resolution No. 3300 is hereby amended to approve the acquisition and purchase, if necessary, of certain private right of way property over and across the property located at 1403 Mack Smith Road, Tax Map No. 169L-K-020, and terminating at the unaddressed property located at Tax Map No. 169E-D-008, as set forth in the Roadway Plan renderings designed by ASA Engineering (Project No. 21-0154) attached to said Resolution No. 3279.

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

Adopted as of this _____ day of _____ 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.

CHATTANOOGA OFFICE
1208 CENTRE POINTE DRIVE, SUITE 250
CHATTANOOGA, TENNESSEE 37421
423-242-7844
TWM-INC.COM

August 22, 2022

Mr. Chris Dorsey, City Manager
City of East Ridge, Tennessee
1517 Tombras Avenue
East Ridge, TN 37412

SUBJECT: Evaluation of Option 1 and Option 1-A on Stadium Way

Dear Mr. Dorsey:

TWM, Inc. has been asked by ASA Engineering to evaluate the difference in traffic operation of a four-lane section of Stadium Way (**Option 1**) as compared to a two-lane section (**Option 1-A**) for 1000 feet from station 54+00 to 64+00.

The two options are shown in **Figure 1** below.

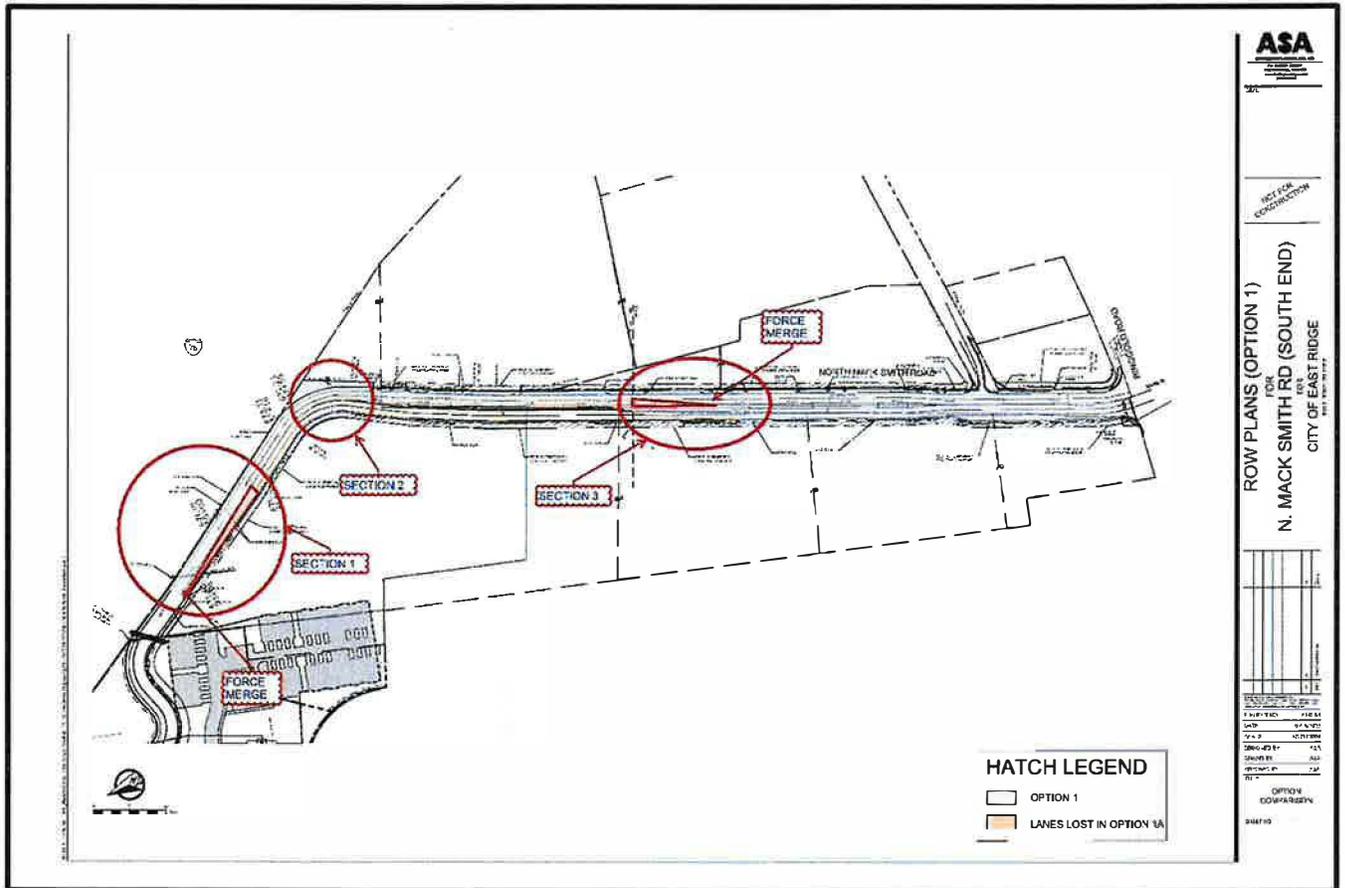


Figure 1



Major concerns are these:

1. If it is decided to use the two-lane roadway for the southeast bound traffic in the lower portion of **Figure 1**, it will force the traffic in the curb lane into the center lane shown in **Section 1**. (This would result in the same situation that occurs on northbound I-75 south of East Brainerd Road which creates a forced merge for the traffic out of the curb lane.) What results is uncertainty for drivers trying to find a gap in the center lane on Stadium Way with the lane drop.
2. If it is decided to use the two-lane roadway, in **Section 2**, the curve has to be tighter for the traffic in both directions which increases the probability that drivers will have a hard time staying in their lane of travel. With the four-lane alignment, the curve is flattened which makes it easier for drivers to make the turn.
3. If it is decided to use the two-lane roadway for the northbound bound traffic in the center portion of **Figure 1**, it will force the traffic in the curb lane into the center lane shown in **Section 3**. (This would result in the same situation that occurs on northbound I-75 south of East Brainerd Road which creates a forced merge for the traffic out of the curb lane.) What results is uncertainty for drivers trying to find a gap in the center lane on Stadium Way with the lane drop.

Overall, using the four-lane roadway option will be considerably safer as the volumes increase on Stadium Way and will be easier to remedy now as opposed to some time in the future when there is traffic on the roadway.

If you have any questions, please let me know and will be happy to answer them.

Sincerely,

THOUVENOT, WADE & MOERCHEN, Inc.

A handwritten signature in blue ink, which appears to read "Stephen Meyer".

Stephen E. Meyer, PE
Chief Traffic Engineer and Chattanooga Branch Manager



City of East Ridge

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

Mark Litchford
City Attorney

RESOLUTION NO. 3309

TO: Mayor And Council
FROM: Mark Litchford, City Attorney
SUBJECT: 1500 Keeble Street - Demolition Order From The Housing Commission
DATE: August 22, 2022

Mayor and Council,

On August 8, 2022, the Housing Commission entered a final order for demolition regarding property located at 1500 Keeble Street. The property owner Chetan K. “Jay” Patel filed an appeal pursuant to § 13-313, which allows the filing of the appeal with the City Manager within 10 days of the filing of the final order by the Housing Commission.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

RESOLUTION NO. 3309

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, REGARDING AN APPEAL FROM THE EAST RIDGE HOUSING COMMISSION RELATED TO 1500 KEEBLE STREET, EAST RIDGE, TENNESSEE

WHEREAS, pursuant to Section 13-303 of the East Ridge City Code, the City created and established a 5-member housing commission (“East Ridge Housing Commission”) with members to be appointed by the East Ridge City Council; and

WHEREAS, the East Ridge Housing Commission fulfills an important role with regard to properties that need to be renovated or demolished, as well as providing an appeals process for citizens owning these properties; and

WHEREAS, pursuant to §13-313 of the Code, all persons having an interest in any dwelling house, rooming house or building may appeal from any final order of the housing commission by petition filed with the City Manager within 10 days of the filing of the final order; and

WHEREAS, on August 8, 2022, the Housing Commission entered a final order with regard to the property located at 1500 Keeble Street, East Ridge, Tennessee, which property is owned and/or occupied by Chetan K. “Jay” Patel (“Petitioner”); and

WHEREAS, Petitioner timely filed its appeal pursuant to §13-313 and said appeal came before the City Council on August 25, 2022, for hearing, with all persons in interest having an opportunity to be heard; and

WHEREAS, the City Council heard oral argument relative to the appeal and considered all evidence and the record as a whole.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that the Council hereby enters and approves the Order hereby attached as Exhibit A.

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 _____ 2022.

Brian W. Williams, Mayor

ATTEST:

Christopher J. Dorsey, City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney

**CITY OF EAST RIDGE, TENNESSEE
CITY COUNCIL APPEAL
CASE NO: 2022-HC-001**

CHETAN PATEL

Respondent(s).

) **Property Address:**
) **1500 Keeble Street**
) **East Ridge, Tennessee 37412**
) **Tax Map No. 169K-K-025**
) **Date of Entry: August 25, 2022**

CITY COUNCIL APPEAL ORDER

This matter came before the City Council on August 25, 2022, for the City of East Ridge pursuant to Title 13, Section 313, upon the appeal by Chetan Patel the owner of the above referenced real property. The standard of review for the appeal is *de novo* with no presumption of correctness attributable to the Housing Commission’s final order. All persons having an interest in the above referenced Property were given a fair and equal opportunity to be heard and offer testimony before this tribunal relative to the building and/or structure on the Property. Based upon the testimony presented at the appeal hearing, together with all evidence and the record as a whole, the City Council hereby **ORDERS** as follows:

To the extent the Property Owners or anyone having an interest in the Property feels aggrieved by this Order, they may take the appropriate actions to appeal this matter with a court of competent jurisdiction within the applicable time period to file an appeal.

Print Name: Hon. Brian Williams
Mayor City of East Ridge, Tennessee

CERTIFICATE OF SERVICE

STATE OF TENNESSEE :
COUNTY OF HAMILTON :

I, _____, an authorized representative for the City of East Ridge, state as follows:

1. I am over eighteen (18) years of age.
2. I certify that on _____, 2022, a copy of the Housing Commission Order was mailed to the above listed property address via First Class U.S. Mail, Certified Mail and/or Hand-Delivery and all others having interest in the above listed property, such individuals having the following address(es):

	Record Property Owner <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand-Delivery
	Record Property Address <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand-Delivery
	Mortgagee (if any) <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Certified Mail <input type="checkbox"/> Hand-Delivery

Signature

Name: _____



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
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RESOLUTION NO. 3310

AGENDA MEMO

TO: Mayor and Council

FROM: Chris Dorsey, City Manager

SUBJECT: Approval of Joint Application with TPO for Comprehensive Safety Plan

DATE: August 22, 2022

Mayor and Council,

The Transportation Planning Organization (TPO) would like all of the participating municipalities to join them in the application process for the Metropolitan Planning Area Comprehensive Safety Action Plan with clear understanding that no local match be required for the Plan's development though future implementation commitments may require such a match. This plan will help East Ridge identify safety issues on our streets and may provide future funding to help with addressing those problems. This resolution requires no financial commitment for the Safety Plan.

This line of the resolution says it best: "The City of East Ridge has a desire to more comprehensively address safety needs at specific locations and take advantage of potential opportunities for improved safety solutions and prioritization of projects to work towards the nation's vision zero deaths on America's roadway system which falls within the TPO's Metropolitan Planning Area (MPA)"

Respectfully,
Chris Dorsey

RESOLUTION NO. 3310

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE TO JOINTLY APPLY WITH CHATTANOOGA-HAMILTON COUNTY TRANSPORTATION PLANNING ORGANIZATION, AS LEAD APPLICANT, TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FUNDING THROUGH THE SAFE STREETS FOR A (SS4A) GRANT TO DEVELOP A METROPOLITAN PLANNING AREA COMPREHENSIVE SAFETY ACTION PLAN

WHEREAS, the United States Department of Transportation has enacted rules and regulations regarding performance-based planning as reflected in Title 23 of the United States Code (USC) Section 134 and the setting of targets for federally-mandated measures, more specific to this resolution the five legislated for safety, for Transportation Performance Management (TPM) required of states and Metropolitan Planning Organizations (MPO) as reflected in Title 23 of the Code of Federal Regulations (CFR) Part 490; and

WHEREAS, the Chattanooga-Hamilton County/North Georgia Transportation Planning Organization (CHCNGA TPO) is the area's designated MPO; and

WHEREAS, the City of East Ridge is a designated member of the CHCNGA TPO's Executive Board; and

WHEREAS, representatives of the City of East Ridge coordinate closely with TPO staff on data and information surrounding the Transportation Performance Management process for the five safety performance measures and serve on the TPO's established Safety Committee to plan for improved outcomes associated with these efforts; and

WHEREAS, the City of East Ridge has a desire to more comprehensively address safety needs at specific locations and take advantage of potential opportunities for improved safety solutions and prioritization of projects to work towards the nation's vision zero deaths on America's roadway system which falls within the TPO's Metropolitan Planning Area (MPA); and

WHEREAS, Congress and the current United States President have passed the Infrastructure Investment and Jobs Act and more specifically to transportation authorization under the Bipartisan Infrastructure Law making available, for the first time, funding for Safe Streets for All (SS4A), a discretionary competitive grant program dedicated to reducing fatalities and serious injuries on the nation's roadways; and

WHEREAS, this funding has been made available to local governments and regional entities so as to ensure a direct pipeline of these funds and the expedited advancement of project delivery; and

WHEREAS, the City of East Ridge understands the magnitude of this opportunity and welcomes such an opportunity to assist the TPO in the creation of a continuing, cooperative, and comprehensive Safety Action Plan including support of specific policies associated with Vision Zero and commitment to implement priority project recommendations within the City of East Ridge boundary; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of East Ridge approves joint application and anticipated policy commitment(s), if awarded, for a Metropolitan Planning Area Comprehensive Safety Action Plan with clear understanding that no local match be required for the Plan's development though future implementation commitments may require such a match.

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 _____ 2022.

Brian W. Williams, Mayor

Attest:

Christopher J. Dorsey, City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



City of East Ridge

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

Finance Department
Diane Qualls, Director

MEMO

TO: Mayor, Council and City Manager

FROM: Diane Qualls, CMFO

DATE: 08/09/2022

RE: Bond Issue

Staff is in the process of reviewing the need to do a bond issue for various road projects within the city. The amount that we are discussing with the Tennessee Municipal Bond Fund will be approximately \$10 million dollars. Our goal is to have the process done before interest rates rise again in the fall. These projects are within the Border Region area and the costs will be submitted for reimbursement.

Brian Williams
Mayor

Mike Chauncey
Vice-Mayor

Jacky Cagle
Councilmember

Esther Helton
Councilmember

Andrea Witt
Councilmember

Chris Dorsey
City Manager

**Tennessee Municipal Bond Fund
Information Regarding Fixed Rate Loan Program for the
City of East Ridge, Tennessee**

August 11, 2022

The Tennessee Municipal Bond Fund ("TMBF"), can assist the City of East Ridge (the "City"), in obtaining fixed rate financing in an amount of \$10,000,000, to finance road projects within the City, by means of a fixed rate loan from The Public Building Authority of the City of Clarksville, Tennessee (the "PBA"). The PBA will issue a bond which will be sold as a private placement to a bank, with the proceeds of the sale being used to make a loan to the City.

Below is a summary of the fixed rate loan program.

FIXED RATE PROGRAM

The fixed rate can be locked in for a term of 5 years for a 20 year term – the bank six months prior to the end of the 5 period can adjust the rate based on current market conditions – the bank can either raise, lower, or leave the rate the same or opt out of the loan - the bank has to notify the City and TMBF 180 days prior to the end of such term of what the new rate will be for the next five year term – if the City does not agree to the new rate (if the bank changes the existing rate), TMBF will work with the City to find another bank to take the loan - the final rate used for the closing of the loan would be locked in at the time of the adoption of the resolution or just prior to that time and would be good until the closing of the loan – if the closing occurs within a reasonable time

The fixed rate loan can be amortized for 20 years, which is the term we understand the City is considering

The loan cannot be prepaid, in whole or in part, during the three year draw period – the loan cannot be prepaid in full during the first five years of the loan from the date of closing – thereafter, the loan can be prepaid in full, upon ninety days' notice to the bank - the City may make additional principal payments, after the three year draw period, during the term of the loan with no prepayment premium upon thirty days' notice to the bank, from its own funds, not borrowed funds

The loan will be a general obligation debt of the City

The total cost of issuance is 0.60% for the fixed rate loan – this is an all-inclusive cost of issuance - the cost of issuance will be paid from the loan proceeds at the time of closing - \$6,000 per \$1,000,000 – for a \$10,000,000 loan the cost is \$60,000

The fixed rate loan will be structured as a draw loan – the City can draw on the loan for a three year period with approximately one-third of the loan amount being drawn each year - the City will only pay interest and fees on the funds as they are drawn - the City will send in a request for a draw to the bank by the 25th of each month and the funds will be wired by the bank to the City on the first business day of each month

Principal will be payable annually with interest being payable semiannually – the payment dates can be determined by the City prior to the time of the closing of the loan

PROCESS FOR FIXED RATE LOAN:

The loan would require the adoption of an Initial Resolution and Loan Resolution at either a regular or special meeting of the City Council of the City, after publication of a notice of such meeting. We prepare the resolutions and assist in obtaining all necessary approvals, which consist of State approval for the loan and approval by the bank. The loan would require the completion of a loan application and credit approval by the bank.

AMORTIZATION SCHEDULES:

Attached are the following amortization schedules for your information and review.

\$10,000,000 Fixed Rate Schedules:

The schedule is based on a principal amount of **\$10,000,000** with an indicative fixed rate of **3.95%** for a **20** year amortization with a **5** year rate adjustment

The above rate is an indicative rate only which is good for thirty days. The above rate includes an annual administration fee equal to 15 basis points payable to TMBF by the bank, to be paid from each periodic payment of interest on the note, based on the outstanding principal amount of the note issue

Notice: The Tennessee Municipal Bond Fund ("TMBF") is not a registered municipal advisor and it is TMBF's intention not to act as a municipal advisor. TMBF is not recommending any course of action to you as the municipal entity or obligated person; TMBF is not acting as an advisor to you and, therefore, does not owe a fiduciary duty to you pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to this or any other information, materials, and communications you receive from TMBF; TMBF is acting for its own business and commercial interests; You should discuss this and any other information, materials, and communications you receive from TMBF with internal advisors and experts that you deem appropriate before acting on such information, materials, and communications.

BOND DEBT SERVICE

CITY OF EAST RIDGE
\$10,000,000 FR PBA LOAN - 20 YEARS

TENNESSEE MUNICIPAL BOND FUND
FIXED RATE LOAN PROGRAM

***BASED ON INDICATIVE RATE FOR 20 YEAR TERM WITH
5 YEAR RATE ADJUSTMENT***

ASSUMES ALL PROCEEDS DRAWN AT CLOSING

Dated date: September 1, 2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2022					
03/01/2023			197,500.00	197,500.00	
09/01/2023	338,000	3.950%	197,500.00	535,500.00	733,000.00
03/01/2024			190,824.50	190,824.50	
09/01/2024	351,000	3.950%	190,824.50	541,824.50	732,649.00
03/01/2025			183,892.25	183,892.25	
09/01/2025	365,000	3.950%	183,892.25	548,892.25	732,784.50
03/01/2026			176,683.50	176,683.50	
09/01/2026	379,000	3.950%	176,683.50	555,683.50	732,367.00
03/01/2027			169,198.25	169,198.25	
09/01/2027	394,000	3.950%	169,198.25	563,198.25	732,396.50
03/01/2028			161,416.75	161,416.75	
09/01/2028	410,000	3.950%	161,416.75	571,416.75	732,833.50
03/01/2029			153,319.25	153,319.25	
09/01/2029	426,000	3.950%	153,319.25	579,319.25	732,638.50
03/01/2030			144,905.75	144,905.75	
09/01/2030	443,000	3.950%	144,905.75	587,905.75	732,811.50
03/01/2031			136,156.50	136,156.50	
09/01/2031	460,000	3.950%	136,156.50	596,156.50	732,313.00
03/01/2032			127,071.50	127,071.50	
09/01/2032	478,000	3.950%	127,071.50	605,071.50	732,143.00
03/01/2033			117,631.00	117,631.00	
09/01/2033	497,000	3.950%	117,631.00	614,631.00	732,262.00
03/01/2034			107,815.25	107,815.25	
09/01/2034	517,000	3.950%	107,815.25	624,815.25	732,630.50
03/01/2035			97,604.50	97,604.50	
09/01/2035	537,000	3.950%	97,604.50	634,604.50	732,209.00
03/01/2036			86,998.75	86,998.75	
09/01/2036	559,000	3.950%	86,998.75	645,998.75	732,997.50
03/01/2037			75,958.50	75,958.50	
09/01/2037	581,000	3.950%	75,958.50	656,958.50	732,917.00
03/01/2038			64,483.75	64,483.75	
09/01/2038	603,000	3.950%	64,483.75	667,483.75	731,967.50
03/01/2039			52,574.50	52,574.50	
09/01/2039	627,000	3.950%	52,574.50	679,574.50	732,149.00
03/01/2040			40,191.25	40,191.25	
09/01/2040	652,000	3.950%	40,191.25	692,191.25	732,382.50
03/01/2041			27,314.25	27,314.25	
09/01/2041	678,000	3.950%	27,314.25	705,314.25	732,628.50
03/01/2042			13,923.75	13,923.75	
09/01/2042	705,000	3.950%	13,923.75	718,923.75	732,847.50
	10,000,000		4,650,927.50	14,650,927.50	14,650,927.50