

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

**AGENDA  
January 9, 2025  
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
4. Consent Agenda:
  - A. Approval of Minutes December 9, 2024 Inaugural and Organizational Meeting
  - B. Approval of Minutes December 12, 2024 Council Meeting
  - C. Approval of October 2024 Financial Report
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business:
  - A. **RESOLUTION NO. 3636** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE SPRING-SUMMER UNIFORMS FOR THE 2025 SPORTS SEASON FOR THE PARKS AND RECREATION DEPARTMENT  
(bid opening December 11, 2024)
  - B. **RESOLUTION NO. 3637** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A 40-FOOT UTILITY EASEMENT ACROSS CITY-OWNED PROPERTY FOR PRINCIPAL ACRES, LLC
  - C. **RESOLUTION NO. 3638** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HOLLAND AND KNIGHT LLP TO ACT AS GOVERNMENT AFFAIRS COUNSEL TO THE CITY OF EAST RIDGE IN REGARDS TO MATTERS BEFORE THE TENNESSEE GENERAL ASSEMBLY
  - D. **RESOLUTION NO. 3639** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE DECISION AND ACTION OF THE CITY MANAGER IN AUTHORIZING AN EMERGENCY ORDER IN REPLACING THE WATER LINE FROM THE STREET TO EAST RIDGE FIRE STATION NO. 2 DUE TO A MAJOR WATER LEAK

- E. **RESOLUTION NO. 3640** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO SELECT A COUNCILMEMBER TO SERVE ON THE EAST RIDGE PLANNING COMMISSION
- F. Discussion of Tentative Agenda Items for the **January 23, 2025** City Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A  
TENTATIVE AGENDA  
January 23, 2025**

8. **Old Business:**

9. **New Business:**

- A. **RESOLUTION NO. \_\_\_\_** Use on review for off premise sign for Frawley Road Baptist Church
- B. **RESOLUTION NO. \_\_\_\_** City Manager contract

**INAUGURATION AND ORGANIZATIONAL MEETING OF THE CITY COUNCIL  
OF THE CITY OF EAST RIDGE**

**December 9, 2024  
6:00 pm**

The East Ridge City Council met pursuant to notice on December 9, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Reverend Danny Lance gave the invocation. All joined in the Pledge of Allegiance to the Flag.

**Present:** Mayor Williams, Councilmember Cagle, Councilmember Ezell, Councilmember Tyler, Councilmember Witt, City Manager Miller, City Attorney Litchford, and Deputy City Recorder Qualls. Vice Mayor Helton – Haynes was absent

**Attendance:** Thirty

Mayor Williams welcomed all for attending this inauguration, and recognized Judge Cox for her attendance.

Mr. Jeff Ezell – Oath of Office – Mark Litchford, Esquire

Mrs. Andrea “Aundie” Witt – Oath of Office – Judge Tracy Cox

Election of Vice Mayor

Councilmember Aundie Witt made the motion to appoint Councilmember David Tyler as Vice Mayor, second Mayor Williams. There being no further nominations, Mayor Williams asked for roll call. The vote was as follows: Councilmember Cagle – No, Councilmember Ezell – No, Councilmember Tyler – Yes, Councilmember Witt – Yes, Mayor Williams – Yes. Motion carried.

Vice Mayor Elect Tyler – thanked Representative Helton-Haynes for her service to the city. Congratulated Councilmembers Ezell and Witt.

Councilmember Cagle wished to congratulate Councilmember Witt and Councilmember Ezell.

Councilmember Ezel congratulated Councilmember Witt and will serve to the best of his abilities for those who voted for him and all of the citizens of East Ridge.

Councilmember Witt congratulated Councilmember Ezell and thanked all of those who voted for both. Thanked Councilmember Tyler for accepting being Vice Mayor and she will deeply miss Vice Mayor Helton- Haynes.

Mayor William congratulated both Councilmember Ezell and Councilmember Witt and the rest of the Council as the City continues to move forward.

There being no further business meeting adjourned.

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

**December 12, 2024  
6:00 pm**

The East Ridge City Council met pursuant to notice on December 12, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Reverend Charles Cochran gave the invocation. All joined in the Pledge of Allegiance to the Flag.

**Present:** Mayor Williams, Vice Mayor Tyler, Councilmember Cagle, Councilmember Ezell, Councilmember Witt, City Manager Miller, City Attorney Litchford, and Deputy City Recorder Qualls.

**Attendance:** thirty-five

Presentation of Plaque to former Vice Mayor Easter Haynes moved to January 9, 2025.

**Milestone Awards for November 2024-** Clay Smith 5 years of service

**Presentation of Christmas Parade Awards** – Shawna Skiles , Parks & Recreation Director

Grand Marshal – Miller Creel

2024 City Services/Clubs Winners

- 1<sup>st</sup> Place - East Ridge Library
- 1<sup>st</sup> Place - East Ridge Animal Services
- 2<sup>nd</sup> Place - East Ridge Senior Fitness
- 3<sup>rd</sup> Place - East Ridge Optimist Club

2024 Education Winners

- 1<sup>st</sup> Place - Tyner Academy Marching Band
- 2<sup>nd</sup> Place - East Ridge High School JROTC
- 3<sup>rd</sup> Place – East Brainerd Elementary Eagle Flyers

2024 Christmas Parade Winners

- 1<sup>st</sup> Place – Lumberjacks Tree Service
- 2<sup>nd</sup> Place – Chattanooga Inflatables
- 2<sup>nd</sup> Place – Southeast Jeep Club Coalition
- 3<sup>rd</sup> Place – University Diabetes & Endocrine Associates

Presentation of FY 2024 Audit – Garrett Williams, HHM

The audit was clean, enjoyed working with Diane Qualls and her staff. Everyone was very cooperative. Single Audit was also clean. The General Fund ended with a strong fund balance. Mayor Williams thanked staff for all the challenging work that they did during the year to stay within budget.

**Consent Agenda:**

Approval of Minutes November 14, 2024, Council Meeting  
Approval of September Financial Report  
Approval of Surplus Property

Councilmember Witt made the motion to approve the consent agenda, Second: Vice Mayor Tyler. There being no further discussion, Mayor Williams asked for roll call. The vote was unanimously approved. Motion carried.

**Communication from Citizens:** None

**Communication from Councilmembers:**

Vice Mayor Tyler – Wish happy birthday to my youngest son, Silas Tyler, Merry Christmas to all the Citizens of East Ridge, and Merry Christmas to all City employees.

Councilmember Cagle – Nothing currently

Councilmember Witt – Merry Christmas and Happy New Year. Looking forward to the new year.

Councilmember Ezell – Nothing currently.

Mayor Williams – Groundbreaking for the Pavillion, November 21<sup>st</sup> was a special event that by staff and volunteers doing a Thanksgiving dinner for the community. A retirement event was held for Captain Henson of the Fire Department. The library is accepting letters for Santa. On December 20<sup>th</sup> there will be cookies with Santa at the Community Center.

**Communication from City Manager:**

- Pavillion is doing site and pad preparation. Construction may then begin depending on the weather in late January.
- North Mack Smith – Adams Contracting will begin road widening on March 1, 2025.

**Old Business:**

- A. **ORDINANCE 1212** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE TENNESSEE SO AS TO REZONE THE PROPERTY LOCATION AT 6728 RINGGOLD ROAD FROM R-3 APARTMENT DISTRICT AND C-1 TOURISM COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT AND AN UNADDRESSED PROPERTY IN THE 6700 BLOCK OF RINGGOLD ROAD FROM C-TOURISM COMMERCIAL

DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT 2 (2<sup>nd</sup> and final reading) Motion was made by Councilmember Ezell to approve Ordinance 1212, second Councilmember Witt. There being no further discussion, Mayor Williams asked for roll call. The motion was unanimously approved. Motion carried.

- B. **ORDINANCE NO. 1213** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2025 OPERING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (second and final reading). Councilmember Witt made the motion to approve Ordinance 1213, second Vice Mayor Tyler. Finance Director Qualls and City Manager Miller explained the changes that are being made to the Ordinance. Councilmember Ezell asked if the ordinance could be changed between readings since two items had been added. The Finance Director stated that it could be done. There being no further discussion, Mayor Williams asked for roll call., The motion was unanimously approved. Motion carried.
- C. **RESOLUTION NO. 3611** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WASTE CONNECTIONS OF TENNESSEE DBA CITY WASTE, LLC FOR SOLID WASTE, TRANSFER STATION SERVICES (Pasted from November 14, 2024 meeting) City Manager Miller explained that the contract has been revised and all changes have been approved by both parties. Councilmember Witt made the motion to approve Resolution 3611, second Vice Mayor Tyler. There being no further discussion, Mayor Williams asked for roll call. The motion was unanimously approved. Motion carried.

**New Business:**

- A. **RESOLUTION NO 3629** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH EAST RIDGE SHOPPING CENTER, G.P., RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO. City Manager Miller explained that the property was the Osborne Shopping Center. City Attorney Litchford explained that it would be an 80/20 split and had been approved by the Industrial Development Board. This will bring organic growth toward the west and would be the largest baseline project to date. Councilmember Witt made the motion to approve Resolution 3629, second Vice Mayor Tyler. Councilmember Ezell asked a question regarding the old Food City. Councilmember Cagle asked if the baseline has been taken out for the Food City since it is not in the Border Region. There being no further discussion Mayor Williams asked for roll call. The motion was unanimously approved. Motion carried.
- B. **RESOLUTION NO. 3630** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE POLE-MOUNTED TRAFFIC SIGNAL CABINET ASSEMBLY FROM TEMPLE, INC. TO BE CONSIDERED AS A SOLE SOURCE

PURCHASE. Traffic Control Supervisor Crowe explained that this would be a backup cabinet. The city currently has twenty-two cabinets in use; it takes up to 40 weeks to get a cabinet as they must be made. Vice Mayor Tyler made the motion to approve Resolution 3630, second Councilmember Witt. There being no further discussion, Mayor Williams asked for roll call. The vote was unanimously approved. Motion carried.

- C. **RESOLUTION NO. 3631** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUCILMEMBER TYLER TO THE EAST RIDGE LIBRARY BOARD - Vice Mayor nominated Kimberly Myers to the library board. Councilmember Ezell made the motion to approve Resolution 3631, second Councilmember Witt. Mayor Williams asked for roll call. The vote was unanimously approved. Motion carried.
- D. **RESOLUTION NO. 3632** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO APPROVE A NOMINATION BY COUNCILMEMBER EZELL TO THE EAST RIDGE LIBRARY BOARD – Councilmember Ezell made the motion to nominate Rachel McCrary, second Councilmember Witt. There being no further discussion Mayor Williams asked for roll call. The motion was unanimously approved. Motion carried.
- E. **RESOLUTION NO. 3633** – A RSOLUTION OF THE EAST RIDGE CITY COUNCIL TO WAIVE THE FEE FOR USE OF CAMP JORDAN ARENA BY EAST RIDGE ELEMENTARY SCHOOL FOR THEIR FIFTH GRADE GRADUATION – Councilmember Witt made the motion to approve Resolution 3633, second Vice Mayor Tyler. There being no further discussion Mayor Williams asked for roll call. The motion was unanimously approved. Motion carried.
- F. **RESOLUTION NO. 3634** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING ADDENDUMS TO THE ORIGINAL INTERLOCAL AGREEMENTS TO THE CITY OF RIDGESIDE – City Manager explained that the agreement had to be amended to reflect the 4% increase beginning July 1<sup>st</sup>, 2025, and a 4% increase for July 1<sup>st</sup>, 2026. Vice Mayor Tyler made the motion to approve Resolution 3634, second Councilmember Witt. Councilmember asked how many people the Fire Department sends for an assist. Deputy Fire Marshal Dean stated that normally it would be two personnel and a vehicle. There being no further discussion Mayor Williams ask for roll call. The motion was unanimously approved. Motion carried.
- G. **RESOLUTION NO. 3635** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING AN EXTENSION DEPOSIT AGREEMENT BETWEEN TENNESSEE AMERICAN WATER AND THE CITY OF EAST RIDGE FOR THE EXTENSION OF A WATER LINE TO THE NEW TOWN CENTER – City Manager explained that a 160 feet of main off of East Ridge Avenue at a cost of \$47,327.00. If the cost comes in less than that amount, we get a refund, if more we must pay more. Vice Mayor Tyler made the motion to approve Resolution 3635, second Councilmember Witt. Councilmember Cagle asked a question regarding deepness due to rocks. Should be no more than three feet. There being no further

discussion Mayor Williams ask for roll call. The motion was unanimously approved.  
Motion carried.

### **Discussion of tentative agenda items for the January 9, 2024, City Council meeting**

- Special presentation – former Vice Mayor Esther Haynes

### **Old Business**

### **New Business**

- Resolution \_\_\_\_\_ approval of bid for Spring-Summer Athletic Uniforms for Parks and Recreation.
- Resolution \_\_\_\_\_ Owner of property would like to get an easement on Springvale. Councilmember Cagle asked about being able to do this since the property was purchased using FEMA money. Chief Building Officer Howell has checked with the state regarding this and will forward those emails to the City Attorney. Can only do a utility easement.
- Council appointment to the Planning Commission.

There being no further business meeting adjourned.



**Summary Financial Statement of Revenues and Expenditures**  
**Oct-24**

<b>Unaudited</b>		<b>Spent YTD</b>			<b>33.33%</b>	
<b>FISCAL YEAR ENDING 06/30/2025</b>		<b>Year-To-Date by Amount</b>			<b>Variance</b>	
<b>Account</b>	<b>Description</b>	<b>BUDGET</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>YTD</b>	<b>Avg Yr %</b>
<b>110</b>						
<b>REVENUES</b>						
31100	Property Taxes	6,657,579	191,162	7,270	0.11%	33.33%
31200	Property Taxes (Delinquent)	500,000	44,879	279,852	55.97%	33.33%
31610	Local Sales Tax - Co. Trustee	4,740,000	1,214,622	1,187,493	25.05%	33.33%
31611	Incremental State Sales Tax	8,597,436	7,276,540	7,900,087	91.89%	33.33%
31710	Wholesale Beer Tax	440,000	124,533	100,164	22.76%	33.33%
31800	State Net Allocation	300,000	20,562	20,347	6.78%	33.33%
31810	Minimum Business Licenses	10,000	18,912	1,034	10.34%	33.33%
31827	5% State Commission	30,000	808	1,197	3.99%	33.33%
31912	Cable TV Franchise Tax	196,000	19,212	0	0.00%	33.33%
31961	Liens Collected by Trustee	25,000	0	4,502	18.01%	33.33%
32120	Wrecker Licenses	350	0	0	0.00%	33.33%
32200	Alcoholic Beverage Tax	240,000	63,492	65,259	27.19%	33.33%
32210	Beer Licenses & Etc.	9,500	883	456	4.80%	33.33%
32220	Liquor Licenses	3,500	1,300	0	0.00%	33.33%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	33.33%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	33.33%
32227	Vacation Rental Fee	0	0	0	0.00%	33.33%
32610	Building Permits	225,000	24,223	29,726	13.21%	33.33%
32615	Fire Preventions/Permits	1,000	400	1,340	134.00%	33.33%
32620	Electrical Permits	30,000	7,024	6,078	20.26%	33.33%
32630	Plumbing Permits	15,000	4,405	3,473	23.15%	33.33%
32640	Natural Gas Permits	2,000	1,027	189	9.43%	33.33%
32650	Excavating Permits	8,000	7,000	200	2.50%	33.33%
32660	Zoning Permits	3,000	1,050	650	21.67%	33.33%
32671	Regular Sign Permits	3,500	1,430	350	10.00%	33.33%
32672	Temporary Sign Permits	300	0	38	12.50%	33.33%
32690	Plan Review Fees	100	0	0	0.00%	33.33%
32691	Tree Trimming Permits	100	20	0	0.00%	33.33%
32905	Other Code Fees	28,000	6,583	1,630	11.57%	33.33%
32960	Yard Sale Permits	200	10	40	20.00%	33.33%
32990	Mechanical Permits	20,000	5,162	3,199	16.00%	33.33%
33191	Appropriation St. of TN	300,000	300,000	300,000	100.00%	33.33%
33410	Police In-Service	37,600	0	0	0.00%	33.33%
33420	Police Bonus Sup.	0	0	30,400	0.00%	33.33%
33430	Fire In-Service	24,800	0	0	0.00%	33.33%
33490	Police Retention	0	0	12,000	0.00%	33.33%
33510	State Sales Tax	2,754,000	644,600	667,808	24.25%	33.33%
33511	Telecom Sales Tax	5,000	1,216	1,184	23.68%	33.33%
33512	Sportsbetting	38,000	8,809	9,788	25.76%	33.33%
33513	Occupcity Tax	1,500	569	446	29.77%	33.33%
33515	State Tax/Telecom	500	0	0	0.00%	33.33%
33530	State Beer Tax	10,680	5,340	5,089	47.65%	33.33%
33540	State Mixed Drink Tax	110,000	32,822	32,469	29.52%	33.33%
33552	State City Streets	40,565	10,152	10,120	24.95%	33.33%
33560	Seized/Awarded by State	0	0	0	0.00%	33.33%
33591	TVA Gross Receipts	266,004	0	0	0.00%	33.33%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
33593	Corporate Excise Tax	6,000	0	0	0.00%	33.33%
34121	Clerks' Fees - Business Tax	2,000	720	375	18.75%	33.33%
34211	Accident Report Charges	2,000	543	494	24.70%	33.33%
34212	DL Reinstatement Fee	2,000	250	985	49.25%	33.33%
34221	Ridgeside Contract	121,268	38,868	40,423	33.33%	33.33%
34231	Police Services	1,000	882	3,311	331.05%	33.33%
34314	Mowing	9,800	0	0	0.00%	33.33%
34500	Donations New Shelter	5,000	710	2,560	51.20%	33.33%
34515	Rabies/Spay	500	60	0	0.00%	33.33%
34516	Registration	1,000	465	295	29.50%	33.33%
34517	Adoption	1,500	0	150	10.00%	33.33%
34518	Board & Impound Fees	1,000	140	105	10.50%	33.33%
34520	A/S Donations-Designated	1,000	300	0	0.00%	33.33%
34641	Indoor Soccer Income	188,760	6,780	0	0.00%	33.33%
34642	Community Center Income	43,000	22,080	26,518	61.67%	33.33%
34643	Outdoor Soccer Fees	81,320	38,970	43,421	53.39%	33.33%
34644	Baseball Fees	41,550	16,376	10,445	25.14%	33.33%
34645	Softball Fees	28,510	9,360	13,685	48.00%	33.33%
34646	Gate	30,000	16,433	22,494	74.98%	33.33%
34647	McBrien Complex	0	0	0	0.00%	33.33%
34648	Adult League - Softball	30,000	15,715	18,300	61.00%	33.33%
34649	Concerts/Events	10,000	715	6,514	65.14%	33.33%
34651	Arena	145,000	53,645	63,059	43.49%	33.33%
34652	Pavilion Rental	22,000	7,801	8,067	36.67%	33.33%
34653	Track Rental	2,000	2	645	32.25%	33.33%
34654	Field Rental	62,000	17,800	33,748	54.43%	33.33%
34655	Amphitheater	16,000	10,170	4,000	25.00%	33.33%
34656	Concessions	50,000	12,779	25,799	51.60%	33.33%
34657	Overnight - Rv Rental	24,000	6,942	10,847	45.19%	33.33%
34658	Tournament Team Fees	4,000	2,345	1,719	42.98%	33.33%
34712	Sponsorship/Parks & Rec	5,000	1,700	9,880	197.60%	33.33%
34720	Football Gate	5,000	0	0	0.00%	33.33%
34751	Basketball Gate	20,000	0	0	0.00%	33.33%
34742	Basketball Player Fees	22,850	3,248	0	0.00%	33.33%
34743	Football Player Fees	23,530	12,303	16,170	68.72%	33.33%
34744	Photography	1,200	0	0	0.00%	33.33%
34745	Vending/Concessions	15,000	11,851	2,629	17.53%	33.33%
34746	Cheerleading	2,270	940	2,750	121.15%	33.33%
34747	Rent-Arena Equipment	25,000	5,426	15,707	62.83%	33.33%
34749	Soccer Field Rentals	80,000	21,072	30,060	37.57%	33.33%
34760	Library Charges	1,000	239	437	43.75%	33.33%
34761	Library - Copies	1,000	354	185	18.54%	33.33%
34794	C Center M. Fees	1,000	0	285	28.50%	33.33%
35100	Court Fines & Costs	325,000	89,941	119,539	36.78%	33.33%
35110	Forfeiture of Bond	0	0	0	0.00%	33.33%
35120	Public Defender Fees	0	0	0	0.00%	33.33%
35150	Diversion Filing	0	0	0	0.00%	33.33%
36100	Interest Earnings	6,500	3,542	8,034	123.60%	33.33%
36211	Rent - Cell Tower	12,925	4,308	4,308	33.33%	33.33%
36310	Sale of Land	0	0	0	0.00%	33.33%
36330	Sale Of Equipment	10,000	0	0	0.00%	33.33%
36350	Insurance Recoveries	50,000	37,282	22,717	45.43%	33.33%

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
36901	Pipes/Culverts	3,000	0	687	22.90%	33.33%
36902	Damages- Traffic C.	0	0	0	0.00%	33.33%
36903	Christmas Parade	600	155	100	16.67%	33.33%
36905	Police - Sale of Surplus	15,000	4,343	0	0.00%	33.33%
36906	Fire - Sale of Surplus	5,000	766	0	0.00%	33.33%
36990	Miscellaneous Revenues	25,000	811	1,308	5.23%	33.33%
36992	Hamilton County	0	0	0	0.00%	33.33%
37200	AHO - Fines/Court Costs	0	0	425	0.00%	33.33%
	Use of Fund Balance	0	610,405	2,924,308	0.00%	33.33%
	<b>Total Revenues</b>	<b>27,265,597</b>	<b>11,106,183</b>	<b>14,181,362</b>	<b>37.56%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
41000	General Government	1,410,855	892,235	648,417	45.96%	33.33%
41100	Administrative	1,186,508	319,985	445,511	37.55%	33.33%
41111	City Council	119,117	44,854	50,726	42.58%	33.33%
41210	Municipal Court	430,074	116,404	130,546	30.35%	33.33%
41520	City Attorney	136,875	30,542	30,011	21.93%	33.33%
41800	Buildings & Grounds Maintenance	354,585	87,691	126,820	35.77%	33.33%
41900	City Hall Complex	56,500	15,054	23,135	40.95%	33.33%
42100	Police	2,627,428	793,334	1,394,459	53.07%	33.33%
42121	Criminal Investigation	962,325	174,177	344,848	35.83%	33.33%
42123	Patrol	2,728,973	835,003	1,110,001	40.67%	33.33%
42125	School Resource	349,475	0	79,739	22.82%	33.33%
42125	Traffic Division	356,976	55,872	17,788	4.98%	33.33%
42200	Fire Department	4,532,341	1,355,696	2,250,102	49.65%	33.33%
42400	Building/Planning/Zoning	663,399	265,960	235,801	35.54%	33.33%
43110	Highway And Street	582,500	162,100	193,734	33.26%	33.33%
43120	Traffic Control & Street Markers	310,121	104,178	113,711	36.67%	33.33%
43170	Transfer Station/Brush Pit/Fleet	12,100	2,989	15,907	131.47%	33.33%
44140	Animal Control	375,709	100,483	157,493	41.92%	33.33%
44410	Parks and Recreation	1,169,777	369,042	408,877	34.95%	33.33%
44420	Multi-Purpose Recreation Bldg	324,649	99,298	102,331	31.52%	33.33%
44430	Community Center	302,548	97,344	88,041	29.10%	33.33%
44450	McBrien Complex	1,200	400	411	34.25%	33.33%
44610	Soccer - Recreation	69,400	22,907	43,991	63.39%	33.33%
44620	Soccer - Indoor	108,200	2,127	254	0.23%	33.33%
44630	Baseball/Softball	83,400	23,976	24,537	29.42%	33.33%
44640	Football/Cheer	26,550	11,288	12,729	47.94%	33.33%
44650	Adult Softball	39,250	18,815	21,936	55.89%	33.33%
44700	Basketball	29,050	0	0	0.00%	33.33%
44800	Libraries	296,906	80,653	97,958	32.99%	33.33%
44810	History Museum	560	551	282	50.31%	33.33%
46500	Community Development Programs	10,000	3,863	0	0.00%	33.33%
47200	Economic Development	8,224,869	5,019,362	6,011,263	73.09%	33.33%
49100	Debt Service	106,720	0	0	0.00%	33.33%
49400	Capital Projects - Transfer Out	276,657	0	0	0.00%	33.33%
	<b>Total Expenditures</b>	<b>28,265,597</b>	<b>11,106,183</b>	<b>14,181,362</b>	<b>50.17%</b>	<b>33.33%</b>
<b>Total</b>	<b>General Fund</b>		<b>0</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>121 State Street Aid</b>						
<b>REVENUES</b>						
33450	State Grant - TIP Funds	0	223	0	0.00%	33.33%
33460	State Grant - HIP Funds	234,000	10,463	3,752	1.60%	33.33%
33550	2017 Gas Tax Improve	200,000	33,855	17,692	8.85%	33.33%
33551	State Gasoline And Motor Fuel Tax	570,000	97,465	40,205	7.05%	33.33%
33558	City Transport Mod Tax (Electric)	1,000	0	770	77.05%	33.33%
36100	Interest Earnings	200	58	6	3.00%	33.33%
36330	Sale of Equipment	0	0	0	0.00%	33.33%
	Use of Fund Balance	294,038	0	0	0.00%	33.33%
	<b>Total Revenues and Other Sourc</b>	<b>1,299,238</b>	<b>142,064</b>	<b>62,425</b>	<b>6.21%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
43190	State Street Aid	2,919,949	99,759	38,348	2.95%	33.33%
	<b>Total Expenditures</b>	<b>1,299,238</b>	<b>99,759</b>	<b>38,348</b>	<b>2.95%</b>	<b>33.33%</b>
<b>Total</b>	<b>State Street Aid Fund</b>	<b>0</b>	<b>42,304</b>	<b>24,077</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>122 Grant Fund</b>						
<b>REVENUES</b>						
33109	CSX Transportation Grant - 2022	0	0	0	0.00%	33.33%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	33.33%
33120	TDOT 2015 Multi Modal Grant	0	0	0	0.00%	33.33%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	33.33%
33493	TML Safety Grant	3,000	0	0	0.00%	33.33%
36100	Interest Earnings	0	1	0	0.00%	33.33%
36420	Police Traffic Safety Grant	0	0	0	0.00%	33.33%
36421	TN AM Grants	0	0	0	0.00%	33.33%
36423	Animal Foundation Grants	425	425	0	0.00%	33.33%
36711	Safety Conservation Grant	4,000	0	0	0.00%	33.33%
36920	THS089-Police	0	0	0	0.00%	33.33%
36921	Homeland Security - Police	0	0	0	0.00%	33.33%
36922	Homeland Security - Fire	0	0	0	0.00%	33.33%
36925	Violent Crime Intervention Grant	0	0	0	0.00%	33.33%
	Use of Fund Balance	6,575	3,778	14,143	0.00%	33.33%
	<b>Total Revenues and Other Sourc</b>	<b>19,000</b>	<b>4,203</b>	<b>14,143</b>	<b>0.00%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
43150	Grants	19,000	4,203	14,143	1.58%	33.33%
	<b>Total Expenditures</b>	<b>19,000</b>	<b>4,203</b>	<b>14,143</b>	<b>1.58%</b>	<b>33.33%</b>
<b>Total</b>	<b>Grant Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		



FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>127 Drug Fund</b>						
<b>REVENUES</b>						
33197	Federal/State Grants	10,000	6,175	6,789	67.89%	33.33%
33560	Seized/Awarded by State	35,000	22,490	0	0.00%	33.33%
35200	Drug Fines	20,000	5,118	1,245	6.22%	33.33%
35400	Sale of Confiscated Property	0	0	0	0.00%	33.33%
36990	Misc. Revenues	0	0	0	0.00%	33.33%
	Use of Fund Balance	139,402	0	0	0.00%	33.33%
	<b>Total Revenues and Other Sourc</b>	<b>204,402</b>	<b>33,783</b>	<b>8,034</b>	<b>12.36%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
42129	Drug Investigation and Control	204,402	3,363	4,242	2.08%	33.33%
	<b>Total Expenditures</b>	<b>204,402</b>	<b>3,363</b>	<b>4,242</b>	<b>2.08%</b>	<b>33.33%</b>
<b>Total</b>	<b>Drug Investigation Fund</b>	<b>0</b>	<b>30,420</b>	<b>3,837</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>130 Economic Development Fund</b>						
<b>REVENUE</b>						
31611	Inc. Sales Tax (BR)	8,174,869	5,012,177	6,000,000	73.39%	33.33%
33191	Direct App. - State	0	0	0	0.00%	33.33%
36100	Interest Earnings	0	2	2	0.00%	33.33%
	Transfer In	0	0	0	0.00%	33.33%
	Use of Fund Balance	0	0	0	0.00%	33.33%
	<b>Total Revenues and Other Sources</b>	<b>8,174,869</b>	<b>5,012,179</b>	<b>6,000,002</b>	<b>48.93%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
	Economic Development	6,787,697	5,012,177	5,294,688	78.00%	33.33%
	Debt Payment	1,387,172	0	0	0.00%	33.33%
	<b>Total Expenditures</b>	<b>8,174,869</b>	<b>5,012,177</b>	<b>5,294,688</b>	<b>50.65%</b>	<b>33.33%</b>
<b>Total</b>	<b>Economic Development Fund</b>	<b>0</b>	<b>2</b>	<b>705,314</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>131 Solid Waste Fund</b>						
<b>REVENUES</b>						
33190	FEMA/TEMA 2021	0	0	0	0.00%	33.33%
34415	Delinquent Fees	0	0	8,468	0.00%	33.33%
34416	Sanitation Fees	1,580,200	3,269	1,605	0.10%	33.33%
34418	Extra Cans	1,500	300	480	32.00%	33.33%
34420	Dumpster Rentals	9,000	1,600	2,000	22.22%	33.33%
34422	Recycling - Transfer Station	4,000	2,035	2,380	59.49%	33.33%
34426	Sale Of Mulch	100	0	40	40.00%	33.33%
34430	Refuse Collection And Disposal	2,500	466	295	11.80%	33.33%
36330	Sale of Equipment	0	0	0	0.00%	33.33%
36350	Insurance Recoveries	0	0	0	0.00%	33.33%
	Use of Fund Balance	44,296	802,432	531,859	0.00%	33.33%
	<b>Total Revenues and Other Sourc</b>	<b>1,641,596</b>	<b>810,102</b>	<b>547,126</b>	<b>96.00%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
43200	Solid Waste	1,641,596	810,102	547,126	33.33%	33.33%
	<b>Total Expenditures</b>	<b>1,641,596</b>	<b>810,102</b>	<b>547,126</b>	<b>33.33%</b>	<b>33.33%</b>
<b>Total</b>	<b>Solid Waste Fund</b>	<b>0</b>	<b>0</b>	<b>0</b>		



FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>212 Debt Service Fund</b>						
<b>REVENUES</b>						
31920	Room Occupancy Tax	750,000	204,210	264,845	35.31%	33.33%
36100	Interest Earnings	50,000	34,969	33,230	66.46%	33.33%
37940	Transfer In	1,731,833	0	0	0.00%	33.33%
	Use of Fund Balance	0	404,604	0	0.00%	33.33%
	<b>Total Revenues and Other Sources</b>	<b>2,531,833</b>	<b>643,782</b>	<b>298,075</b>	<b>33.23%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
49111	Camp Jordan - Phase Two - 2020	144,525	125,282	129,948	87.84%	33.33%
49114	Refunding Bond Issue - 2021	681,963	0	0	0.00%	33.33%
49300	Series 2022 Bond Issue	725,717	398,033	0	0.00%	33.33%
49310	2015 - Exit One/Capital Projects	206,813	66,938	65,906	31.87%	33.33%
49410	Public Safety Capital Outlay Note	0	0	0	0.00%	33.33%
49411	Public Safety Capital Outlay Note	0	0	0	0.00%	33.33%
49412	Public Safety - Lease Purchase	43,795	0	0	0.00%	33.33%
49413	Public Safety - Capital Outlay Note	105,508	0	0	0.00%	33.33%
49414	Public Safety - Lease Purchase	53,530	53,530	0	0.00%	33.33%
	<b>Total Expenditures</b>	<b>1,961,851</b>	<b>643,782</b>	<b>195,855</b>	<b>16.84%</b>	<b>33.33%</b>
<b>Total</b>	<b>TML Loan Fund</b>	<b>569,982</b>	<b>0</b>	<b>95,976</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>341 Capital Improvement Fund</b>						
<b>REVENUES</b>						
33113	LPRF 2024 - C. CENTER	0	0	1,250	0.00%	33.33%
33120	2015 Multi Modal	0	0	0	0.00%	33.33%
36100	Interest	0	0	104,334	0.00%	33.33%
36421	TN Am Water Grant	0	0	0	0.00%	33.33%
36915	Bond Proceeds	12,000,000	755,627	762,613	6.36%	33.33%
36990	Misc. Revenues	0	0	0	0.00%	33.33%
36992	Hamilton County	1,000,000	0	0	0.00%	33.33%
37940	Operating Transfers - Other Funds	276,657	1,000,000	0	0.00%	33.33%
	Use of Fund Balance	176,319	0	959,654	0.00%	33.33%
	<b>Total Revenues and Other Sourc</b>	<b>13,452,976</b>	<b>1,755,627</b>	<b>1,827,852</b>	<b>14.32%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
41100	Administrative	0	0	2,552	0.00%	33.33%
41800	Bldg/Grounds Maint.	400,000	143,709	86,440	21.61%	33.33%
41900	City Hall Complex	0	0	15,497	0.00%	33.33%
41920	Multi Purpose Pavillion	6,000,000	0	25,740	0.43%	33.33%
43110	Multi Modal Project	0	1,330,941	373,819	0.00%	33.33%
43121	N. Mack Smith	4,500,000	133,088	76,982	1.71%	33.33%
43122	Resurfacing Projects	937,976	1,800	0	0.00%	33.33%
43123	Park Ridge Access Road	0	0	0	0.00%	33.33%
44410	Parks & Recreation	1,440,000	0	1,181,280	82.03%	33.33%
44421	Splash Pad/Playground	0	0	0	0.00%	33.33%
44423	Dog Park - Town Center	0	0	0	0.00%	33.33%
44424	Animal Shelter Building	0	69,250	0	0.00%	33.33%
44425	Dickert Pond Pier	0	32,622	9,957	0.00%	33.33%
44426	Fuel Tank-Public Safety	125,000	0	0	0.00%	33.33%
44430	C Center Upgrad	0	0	42,115	0.00%	33.33%
44450	McBrien Complex	0	0	7,500	0.00%	33.33%
46511	Community Development	50,000	20,000	5,971	11.94%	33.33%
	<b>Total Expenditures</b>	<b>13,452,976</b>	<b>1,731,410</b>	<b>1,827,852</b>	<b>13.58%</b>	<b>33.33%</b>
<b>Total</b>	<b>Capital Projects Fund</b>	<b>0</b>	<b>24,217</b>	<b>0</b>		

FISCAL YEAR ENDING 06/30/2025		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2024	FY 2025	YTD	Avg Yr %
<b>410 ARPA Fund</b>						
<b>REVENUES</b>						
37940	Transfer In	0	0	0	0.00%	33.33%
	Use of Fund Balance	436,171	4,142,192	836,463	0.00%	33.33%
	<b>Total Revenues and Other Sources</b>	<b>436,171</b>	<b>4,142,192</b>	<b>836,463</b>	<b>0.00%</b>	<b>33.33%</b>
<b>EXPENDITURES</b>						
44424	Animal Shelter Facility	0	0	836,463	0.00%	33.33%
46490	Stormwater Projects - Ringgold Road	436,171	1,000,000	0	0.00%	33.33%
	<b>Total Expenditures</b>	<b>436,171</b>	<b>0</b>	<b>836,463</b>	<b>191.77%</b>	<b>33.33%</b>
<b>Total</b>	<b>Capital Projects Fund</b>	<b>0</b>	<b>3,142,192</b>	<b>0</b>		

**RESOLUTION 3636**

AGENDA MEMORANDUM  
SPRING - SUMMER 2025 REC UNIFORM BID

JANUARY 9th, 2025

Submitted By:

*Shawna Skiles*

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Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Rec Department opened sealed bids on Wednesday December 11th, 2024 for the Spring-Summer season. Two (2) bids were received. Staff recommends awarding Krown USA Inc. for the Spring-Summer 2025 season as they met all bid specifications.

Bid Tabulations:

Krown Sports-\$24,230.00 meets all bid specifications.

BSN- \$41,202.50 meets all bid specifications.

SS

Attachment included

**RESOLUTION NO. 3636**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A BID FOR THE SPRING-SUMMER UNIFORMS FOR THE 2025 SPORTS SEASON FOR THE PARKS AND RECREATION DEPARTMENT**

**WHEREAS**, on November 11, 2024, the City of East Ridge advertised for bids for the 2025 spring-summer sports season for the Parks and Recreation Department; and

**WHEREAS**, sealed bids were opened and publicly read on December 11, 2024, beginning at 2:30 p.m. at East Ridge City Hall; and

**WHEREAS**, City staff has maintained a file of the bids which were submitted; and

**WHEREAS**, after conducting a public bid opening and after reviewing the bid documents, City staff recommends the bid for spring-summer uniforms for the 2025 sports season be awarded to Krown USA, Inc. in the amount of \$24,230.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the bid for the spring-summer uniforms for the 2025 sports season be awarded to Krown USA, Inc. in the amount of \$24,230.00.

**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 Krown USA, Inc. 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 \_\_\_\_\_, 2025.

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

Attest:

\_\_\_\_\_  
J. Scott Miller, City Manager

Approved as to Form:

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

**2025 East Ridge Parks and Rec Spring and Summer Uniform Bid Specifications**

**Uniform Bid Sheet  
Wednesday, December 11, 2024 at 2:30 pm  
East Ridge City Hall  
1517 Tombras Avenue  
East Ridge, TN 37412**

**COMPANY:** KROWN USA INC

**ADDRESS:** 278 LAREDO DR

DECATUR GA 30030

**PHONE:** 404-822-7739

**E-MAIL:** aj@krownsports.com

**PRINT NAME:** AMJAD JAVAID

**SIGNED:** \_\_\_\_\_

**DATE:** 11/26/2024

**REFERENCE AND CLIENT LIST**

Contractor must submit references and attach a current client list with Proposal.

**Client Name:** CITY OF DALTON

**Address:** 904 CIVIC DR DALTON GA 30721

**Contact Person:** VICTOR RODRIGUEZ

**Phone Number:** 706-463-2231

**E-mail Address:** VRodriguez@daltonga.gov

**Service provided and Date:** BASKETBALL 11/25/2024

**Client Name:** CITY OF LAFAYETTE PARKS & RECREATION

**Address:** 683 S. MAIN ST

**Contact Person:** DEBRA BELL

**Phone Number:** 706-639-1590

**E-mail Address:** dbell@cityoflafayettega.org

**Service provided and Date:** BASKETBALL 11/15/2024

**2025 East Ridge Parks and Rec Spring and Summer Uniform Bid Specifications**

**Uniform Bid Sheet  
 Wednesday, December 11, 2024 at 2:30pm  
 East Ridge City Hall  
 1517 Tombras Avenue  
 East Ridge, TN 37412**

<u>SEASON</u>	<u>SPORT</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIFORM PACKAGE PRICE</u>	<u>TOTAL PRICE TIMES QTY</u>
Spring-Summer	Baseball Ages 5-16	<ul style="list-style-type: none"> <li>● Sublimation Jersey - Custom Team Design (2 Colors) w/#</li> <li>● Gray open bottom pants</li> <li>● Socks &amp; Belt</li> <li>● Hat embroidered with the ER Logo</li> </ul>	250	<u>\$35.00</u>	<u>\$8750.00</u>
Spring	TeeBall Ages 3-4	<ul style="list-style-type: none"> <li>● Coolmax Jersey - Custom Design (2 Colors) w/#</li> <li>● T ball drawstring pants</li> <li>● Hat embroidered with the ER Logo</li> </ul>	50	<u>\$22.00</u>	<u>\$1100.00</u>
Spring	Softball	<ul style="list-style-type: none"> <li>● Sublimation Jersey Team Design (2 Colors) w/#</li> <li>● Gray close bottom Pants</li> <li>● Socks &amp; Belt</li> <li>● Visor embroidered with the ER Logo</li> </ul>	120	<u>\$34.00</u>	<u>\$4080.00</u>
Spring	Soccer	<ul style="list-style-type: none"> <li>● Reversible Jersey with number-design to include soccer shield</li> <li>● Shorts &amp; socks</li> </ul>	450	<u>\$20.00</u>	<u>\$9000.00</u>
Spring	Flag Football	<ul style="list-style-type: none"> <li>● Coolmax Game Jersey w/#</li> </ul>	200	<u>\$6.50</u>	<u>\$1300.00</u>
				<b>Grand Total</b>	<u><b>\$24230.00</b></u>

**All Items Must Include Customization Option. All Uniforms must meet a 3-week turnaround date from the day the order is placed.**

**All quantities are best estimates and are not a contracted purchase amount.**



**2025 East Ridge Parks and Rec Spring and Summer Uniform Bid Specifications**

**Uniform Bid Sheet  
Wednesday, December 11, 2024 at 2:30 pm  
East Ridge City Hall  
1517 Tombras Avenue  
East Ridge, TN 37412**

**COMPANY:** BSN Sports, LLC


**ADDRESS:** 14460 Varsity Brands Way

Farmers Branch, TX 75244

**PHONE:** 800 527 7510

**E-MAIL:** bsnbid@bsnsports.com

**PRINT NAME:** Jonathan Anderson

**SIGNED:** 

**DATE:** 12/05/2024

**REFERENCE AND CLIENT LIST**

Contractor must submit references and attach a current client list with Proposal.

**Client Name:** Please see attached references. Client list is too numerous to list.

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Service provided and Date:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Service provided and Date:** \_\_\_\_\_

**2025 East Ridge Parks and Rec Spring and Summer Uniform Bid Specifications**

**Uniform Bid Sheet  
 Wednesday, December 11, 2024 at 2:30pm  
 East Ridge City Hall  
 1517 Tombras Avenue  
 East Ridge, TN 37412**

<u>SEASON</u>	<u>SPORT</u>	<u>ITEM</u>	<u>QTY</u>	<u>UNIFORM PACKAGE PRICE</u>	<u>TOTAL PRICE TIMES QTY</u>
Spring-Summer	Baseball Ages 5-16	<ul style="list-style-type: none"> <li>● Sublimation Jersey - Custom Team Design (2 Colors) w/#</li> <li>● Gray open bottom pants</li> <li>● Socks &amp; Belt</li> <li>● Hat embroidered with the ER Logo</li> </ul>	250	<u>70.85</u>	<u>17,712.50</u>
Spring	TeeBall Ages 3-4	<ul style="list-style-type: none"> <li>● Coolmax Jersey - Custom Design (2 Colors) w/#</li> <li>● T ball drawstring pants</li> <li>● Hat embroidered with the ER Logo</li> </ul>	50	<u>47.99</u>	<u>2,399.50</u>
Spring	Softball	<ul style="list-style-type: none"> <li>● Sublimation Jersey Team Design (2 Colors) w/#</li> <li>● Gray close bottom Pants</li> <li>● Socks &amp; Belt</li> <li>● Visor embroidered with the ER Logo</li> </ul>	120	<u>62.95</u>	<u>7,554.00</u>
Spring	Soccer	<ul style="list-style-type: none"> <li>● Reversible Jersey with number-design to include soccer shield</li> <li>● Shorts &amp; socks</li> </ul>	450	<u>22.97</u>	<u>10,336.50</u>
Spring	Flag Football	<ul style="list-style-type: none"> <li>● Coolmax Game Jersey w/#</li> </ul>	200	<u>16.00</u>	<u>3,200.00</u>
				<b>Grand Total</b>	<u><b>41,202.50</b></u>

**All Items Must Include Customization Option. All Uniforms must meet a 3-week turnaround date from the day the order is placed.**

**All quantities are best estimates and are not a contracted purchase amount.**

\*For questions pertaining to items bid, please contact Holden Tucker at [htucker@bsnsports.com](mailto:htucker@bsnsports.com):

**RESOLUTION 3637**

**AGENDA MEMORANDUM**

**Easement Agreement**

**Date: January 9<sup>th</sup>, 2025**

Submitted by:

  
Michael Howell, Chief Building Official

**SUBJECT:**

Kacper Piechnik is seeking City Council approval for a forty-foot easement across the city-owned parcel at 1623 Springvale Road (Tax Map #169N A 016). The proposed easement shown on the attached plat is situated at the southern end of the city-owned parcel and will provide utility access to the adjacent unaddressed parcel to the west (Tax Map #169N A 009).

**RESOLUTION NO. 3637**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A 40-FOOT UTILITY EASEMENT ACROSS CITY-OWNED PROPERTY FOR PRINCIPAL ACRES, LLC**

**WHEREAS**, Kacper Piechnik desires to develop a house on a parcel west of Springvale Park (Tax Map # 169N A 009) and needs a utility easement across a city-owned parcel at 1623 Springvale Road (Tax Map # 169N A 016), situated on the south side of Springvale Park, to provide utilities to the house; and

**WHEREAS**, the City of East Ridge and Principal Acres, LLC (Kacper Piechnik) agree to enter into a 40-foot underground utility easement for the purpose of providing underground utilities to the house.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the Mayor is authorized to execute the utility easement with Principal Acres, LLC to allow for the necessary 40-foot underground utility easement to the house.

**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 \_\_\_\_\_, 2025.

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

Attest:

\_\_\_\_\_  
J. Scott Miller, City Manager

Approved as to Form:

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

**LEGEND**

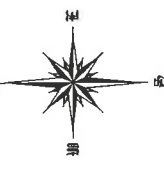
- IPF = IRON PIN FOUND
- IPF(S) = IRON PIN SET (# 4 REBAR)
- PIPE(F) = PIPE FOUND
- PIPE(S) = PIPE SET FOUND
- AX(L)P = AXLE FOUND
- SP(K)F = RAILROAD SPIKE FOUND
- PP = POWER POLE
- MH = MANHOLE
- P.B. = PLAT BOOK
- D.B. = DEED BOOK
- REG. = REGISTER'S OFFICE OF HAMILTON COUNTY
- R.O.H.C. = REGISTER'S OFFICE OF HAMILTON COUNTY
- FENCE LINE = - - - - -
- ADJOINING BOUNDARY LINES = - - - - -
- SUBJECT BOUNDARY LINE = - - - - -
- SANITARY SEWER = - - - - - S
- EASEMENT LINES = - - - - -

**GENERAL NOTES**

1. CORNER: 1/4 SECTION 10, T8N, R10E
2. STREET ADDRESS: NO ADDRESS
3. CURRENT ZONING: R-1
4. EXISTING UTILITIES: ABOVE OR BELOW GROUND AND EXISTING EASEMENTS BOTH WRITTEN AND UNWRITTEN, THAT MAY AFFECT THIS LOCATION
5. ALL CORNERS ARE TO BE MARKED WITH PINK PLASTIC CAP LABELS "CAGLE" PLACED AT THE CORNER
6. THIS SURVEY WAS CONDUCTED USING A TOPCON HYPER SR CS WITH A SINGLE FREQUENCY RECEIVER USING REAL TIME KINEMATIC (RTK) POSITIONAL DATA WAS OBTAINED DURING THE DATES OF 11-20-2024 AND 11-21-2024. THE PAVED STATIONS SHOWN WERE DERIVED USING A TIGHT GNSS SVS NETWORK OF VERTICALLY STABILIZED STATIONS (VSS) WITH A MEAN ELEVATION OF 400.00 FEET (CGD) WITHIN THE AREA OF THE SURVEY
7. IN THE ABSENCE OF PUBLIC SANITARY SEWER SYSTEM, THE USE OF INDIVIDUAL SEPTIC TANK SYSTEMS MUST BE APPROVED BY THE COUNTY ENVIRONMENTAL HEALTH DEPARTMENT AND APPROVAL IS BASED ON EXISTING SOIL TYPE AND GEOGRAPHY OF THE POTENTIAL SITE
8. ANY FURTHER DEVELOPMENT INVOLVING ANY LAND DISTURBANCE, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION OF A SEWER SYSTEM, SHALL BE SUBJECT TO THE REQUIREMENTS OF THE CONTROL PLAN AND SOIL WATER MANAGEMENT PLAN BEFORE ANY PERMIT IS ISSUED
9. ALL DEVELOPMENT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE STATE AND LOCAL ORDINANCES AND MANAGEMENT PRACTICES (BMPs) TO ENSURE THAT NO SOIL LEAVES THEIR SITE OR ENTERS INTO ANY ADJACENT WATERWAYS
10. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY, THIS PROPERTY NOT SUBJECT TO FLOOD HAZARD IN THE 100-YEAR FLOOD ZONE. AE. FEMA 4800-DM-03-2019 DATED FEBRUARY 03, 2019

CAGLE LAND SURVEYING IS NOT LIABLE FOR ANY DAMAGE THAT MAY OCCUR DURING THE PLACEMENT OF PROPERTY CORNERS, SUCH AS ANY DAMAGES TO ANY EXISTING UTILITIES, WATER, GAS, FIBER OPTIC CABLES, RADIO TOWERS, OR SPRINKLER SYSTEMS, ETC.

**CAGLE LAND SURVEYING**  
 3904 JUANDALE TRAIL  
 CHATTANOOGA, TN 37406  
 SURVEY@CATT.COM  
 706-965-3955



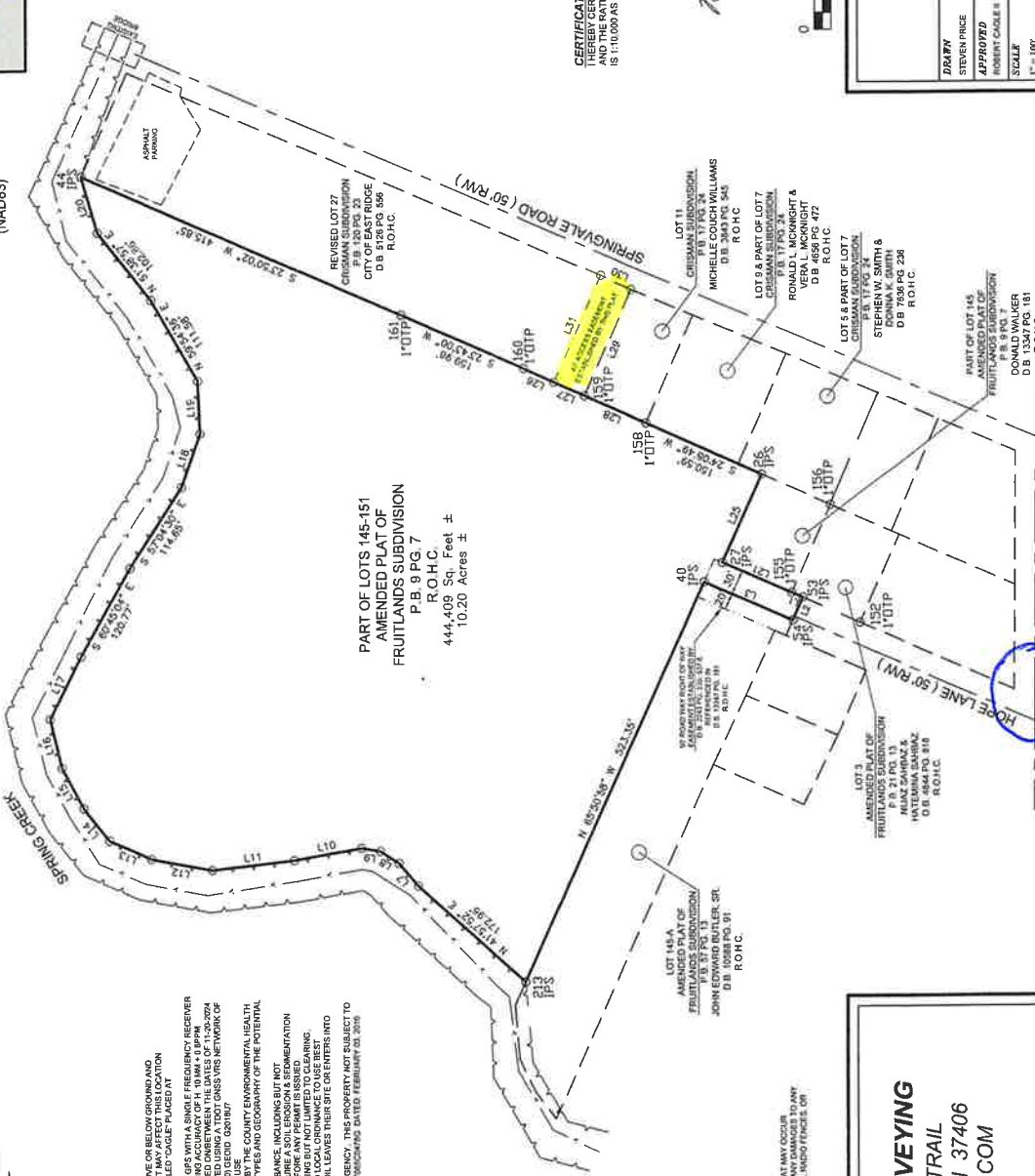
BEARING BASIS  
 TENNESSEE STATE PLANE  
 COORDINATES  
 (NAD83)



**VICINITY MAP**

LINE	BEARING	DISTANCE	POINT	BEARING	DISTANCE	POINT
1	N 89° 51' 31" W	114.60	L14	N 89° 51' 31" W	114.60	L14
2	N 89° 51' 31" W	114.60	L13	N 89° 51' 31" W	114.60	L13
3	N 89° 51' 31" W	114.60	L12	N 89° 51' 31" W	114.60	L12
4	N 89° 51' 31" W	114.60	L11	N 89° 51' 31" W	114.60	L11
5	N 89° 51' 31" W	114.60	L10	N 89° 51' 31" W	114.60	L10
6	N 89° 51' 31" W	114.60	L9	N 89° 51' 31" W	114.60	L9
7	N 89° 51' 31" W	114.60	L8	N 89° 51' 31" W	114.60	L8
8	N 89° 51' 31" W	114.60	L7	N 89° 51' 31" W	114.60	L7
9	N 89° 51' 31" W	114.60	L6	N 89° 51' 31" W	114.60	L6
10	N 89° 51' 31" W	114.60	L5	N 89° 51' 31" W	114.60	L5
11	N 89° 51' 31" W	114.60	L4	N 89° 51' 31" W	114.60	L4
12	N 89° 51' 31" W	114.60	L3	N 89° 51' 31" W	114.60	L3
13	N 89° 51' 31" W	114.60	L2	N 89° 51' 31" W	114.60	L2
14	N 89° 51' 31" W	114.60	L1	N 89° 51' 31" W	114.60	L1
15	N 89° 51' 31" W	114.60	L15	N 89° 51' 31" W	114.60	L15
16	N 89° 51' 31" W	114.60	L14	N 89° 51' 31" W	114.60	L14
17	N 89° 51' 31" W	114.60	L13	N 89° 51' 31" W	114.60	L13
18	N 89° 51' 31" W	114.60	L12	N 89° 51' 31" W	114.60	L12
19	N 89° 51' 31" W	114.60	L11	N 89° 51' 31" W	114.60	L11
20	N 89° 51' 31" W	114.60	L10	N 89° 51' 31" W	114.60	L10
21	N 89° 51' 31" W	114.60	L9	N 89° 51' 31" W	114.60	L9
22	N 89° 51' 31" W	114.60	L8	N 89° 51' 31" W	114.60	L8
23	N 89° 51' 31" W	114.60	L7	N 89° 51' 31" W	114.60	L7
24	N 89° 51' 31" W	114.60	L6	N 89° 51' 31" W	114.60	L6
25	N 89° 51' 31" W	114.60	L5	N 89° 51' 31" W	114.60	L5
26	N 89° 51' 31" W	114.60	L4	N 89° 51' 31" W	114.60	L4
27	N 89° 51' 31" W	114.60	L3	N 89° 51' 31" W	114.60	L3
28	N 89° 51' 31" W	114.60	L2	N 89° 51' 31" W	114.60	L2
29	N 89° 51' 31" W	114.60	L1	N 89° 51' 31" W	114.60	L1
30	N 89° 51' 31" W	114.60	L15	N 89° 51' 31" W	114.60	L15
31	N 89° 51' 31" W	114.60	L14	N 89° 51' 31" W	114.60	L14
32	N 89° 51' 31" W	114.60	L13	N 89° 51' 31" W	114.60	L13
33	N 89° 51' 31" W	114.60	L12	N 89° 51' 31" W	114.60	L12
34	N 89° 51' 31" W	114.60	L11	N 89° 51' 31" W	114.60	L11
35	N 89° 51' 31" W	114.60	L10	N 89° 51' 31" W	114.60	L10
36	N 89° 51' 31" W	114.60	L9	N 89° 51' 31" W	114.60	L9
37	N 89° 51' 31" W	114.60	L8	N 89° 51' 31" W	114.60	L8
38	N 89° 51' 31" W	114.60	L7	N 89° 51' 31" W	114.60	L7
39	N 89° 51' 31" W	114.60	L6	N 89° 51' 31" W	114.60	L6
40	N 89° 51' 31" W	114.60	L5	N 89° 51' 31" W	114.60	L5
41	N 89° 51' 31" W	114.60	L4	N 89° 51' 31" W	114.60	L4
42	N 89° 51' 31" W	114.60	L3	N 89° 51' 31" W	114.60	L3
43	N 89° 51' 31" W	114.60	L2	N 89° 51' 31" W	114.60	L2
44	N 89° 51' 31" W	114.60	L1	N 89° 51' 31" W	114.60	L1

PART OF LOTS 145-151  
 AMENDED PLAT OF  
 FRUITLANDS SUBDIVISION  
 P.B. 9 PG. 7  
 R.O.H.C.  
 444,409 Sq. Feet ±  
 10.20 Acres ±



**CERTIFICATE OF SURVEY**  
 I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY  
 AS PER CHAPTER 102 OF THE UNDOCTORED SURVEY  
 § 101.000 AS SHOWN HEREOF



DATE	DATE	DATE	DATE
11-20-2024	11-20-2024	11-20-2024	11-20-2024
STEVEN PRICE	ROBERT CADLER	ROBERT CADLER	ROBERT CADLER
APPROVED	APPROVED	APPROVED	APPROVED
SCALE: 1" = 100'	PROJECT NO. 112408	SURVEY FOR: KACPER PIECHNIK	

BOUNDARY SURVEY  
 PART OF LOTS 145-151  
 AMENDED PLAT OF  
 FRUITLANDS SUBDIVISION  
 SECOND CIVIL DISTRICT  
 HAMILTON COUNTY, TENNESSEE

## EASEMENT DESCRIPTION

BEING A 40' <sup>Utility</sup> ~~ACCESS~~ EASEMENT AS DESCRIBED PER SURVEY BY CAGLE LAND SURVEYING DATRD: November 20, 2024 PROJECT NUMBER: 112408. BEGINNING AT A POINT ON THE SOUTHEASTERN CORNER OF REVISED LOT 27 CRISMAN SUBDIVISION RECORDED IN PLAT BOOK 120 PAGE 23 AT THE REGISTER'S OFFICE OF HAMILTON COUNTY, TN AND THE WESTERN RIGHT OF WAY OF SPRINGVALE ROAD; THENCE N 66°23'09" W A DISTANCE OF 137.78' TO AN OPEN TOP PIPE AND THE SOUTHWEST CORNER OF SAID LOT; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID LOTS WESTERN LINE N 24°04'18" E A DISTANCE OF 40.00' TO A POINT; THENCE S 66°23'09" E A DISTANCE OF 137.43' TO A POINT ON THE WESTERN RIGHT OF WAY SPRINGVALE ROAD; THENCE SOUTH ALONG SAID RIGHT OF WAY S 23°34'15" W A DISTANCE OF 40.00' TO A POINT; WHICH IS THE POINT OF BEGINNING,







**THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING, RETURN TO:**

Litchford Pearce & Associates, PLLC  
5726 Marlin Road  
Franklin Building, Suite 511  
Chattanooga, Tennessee 37411

ADDRESS OF OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL NO. (easement only)
City of East Ridge, Tennessee 1517 Tombras Avenue Chattanooga, TN 37412	City of East Ridge, Tennessee 1517 Tombras Avenue Chattanooga, TN 37412	portion of 169N A 016
ADDRESS OF OWNER(S):	SEND TAX BILLS TO:	MAP PARCEL NO. (easement only)
Principal Acres, LLC 500 Westover Drive, PMB 30464 Sanford, North Carolina 27330-8941	Principal Acres, LLC 500 Westover Drive, PMB 30464 Sanford, North Carolina 27330-8941	169N A 009

**Cross-Reference: Deed Book 5126, Page 556 (Grantor Parcel); Deed Book 10833, Page 375 and Deed Book \_\_\_\_\_, Page \_\_\_\_\_ (Grantee Parcel) *\*\*complete after transfer\*\**; Book \_\_\_\_\_, Page \_\_\_\_\_ (Recorded Land Survey) *\*\* need recorded\*\**.**

**JOINT UTILITY EASEMENT & MAINTENANCE AGREEMENT**

THIS JOINT UTILITY EASEMENT & MAINTENANCE AGREEMENT ("**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "**Effective Date**") by and between the City of East Ridge, Tennessee ("**Grantor**"), and Principal Acres, LLC, ("**Grantee**"). Grantor and Grantee may be referred to individually as a "**Party**" and shall be collectively referred to as the "**Parties**".

**RECITALS**

A. Grantor is the fee simple owner of that certain real property in Hamilton County, Tennessee, further described on Exhibit A, attached to and made a part of this Agreement (the "**Grantor Parcel**").

B. Grantee is the fee simple owner of that certain real property in Hamilton County, Tennessee, known as tax parcels 169N A 009 and further described on Exhibit B, attached to and made a part of this Agreement (the "**Grantee Parcel**").

C. Grantor and Grantee now desire to enter into this Agreement to govern the non-exclusive underground utility easement granted to Grantee as reflected in the boundary land survey recorded with the

Hamilton County, Tennessee Register of Deeds in Book [REDACTED], Page [REDACTED] (the "Survey"), across a portion of the Grantor Parcel, being more particularly shown and described as the "40' Utility Easement" in favor of Grantee" (the "**Grantee Easement Area**") on the Survey and more particularly shown and described on Exhibit C, attached to and made a part of this Agreement.

In consideration of the foregoing, Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easements by Grantor.

A. Underground Utilities. Pursuant to the recording of the Survey, Grantor grants to Grantee and its heirs, assigns, and successors, a perpetual non-exclusive easement for the benefit of the Grantee Parcel over and across the 40' Utility Easement Area so as to permit the installation, construction, maintenance, repairing, and replacement of all underground utilities to service the residence constructed upon the Grantee Parcel.

B. Maintenance, and Repair of Grantee Easement Area. The owner of the Grantee Parcel shall be responsible for all upkeep, maintenance, repair, and/or restoration of the surface of the 40' Utility Easement Area as nearly as reasonably feasible to the condition in which it existed at the commencement of this Agreement. All costs of the foregoing upkeep, maintenance, and repair shall be born by the record owner of the Grantee Parcel and shall be performed within a reasonable time. In the event the surface of the 40' Utility Easement Area is disturbed or any fencing around the Grantor Parcel is damaged by Grantee, the Grantee's obligation to restore the 40' Utility Easement shall be limited to re-seeding disturbed grass and replacing said damage to any such fencing.

C. No Vehicular Ingress & Egress. Notwithstanding anything to contrary herein, it is expressly understood between the Parties that the 40' Utility Easement Area may not be used for vehicular ingress and egress, except to the extent necessary to construct and/or install underground utilities in the 40' Utility Easement Area.

D. Limitations of 40' Utility Easement. The following limitations shall apply to the 40' Utility Easement.

(1) Grantor reserves all of the oil, gas, mineral, water or other subsurface rights in and under the 40' Utility Easement Area.

(2) Grantee shall have no right to install, construct, maintain or operate any improvements, fixtures, or equipment on the surface, aerial, or above ground areas of the 40' Utility Easement Area.

(3) Grantee shall not fence or obstruct the 40' Utility Easement Area.

(4) Grantor reserves the right to maintain, improve, or use any surface or subsurface areas, and any aerial and aboveground areas, for any lawful purpose (including but not limited to, improving the 40' Utility Easement Area with landscaping, pavement, parking surfaces, fences, sidewalks, and other facilities and utilities), provided that such use does not unreasonably or substantially interfere with Grantee's underground utilities.

2. Exercise of Easement Rights. The Parties shall exercise the easement rights provided for in this Agreement in a manner so as to not unreasonably interfere with the use of the real property by each respective owner. Where Grantee seeks to exercise its easement rights with respect to the installation, maintenance, repair, or replacement of the utilities (collectively, the "**Installation Work**"), and the approval of the owner of the 40' Utility Easement Area is required by this Agreement or this Agreement is silent as to whether such consent is necessary, such consent must be obtained prior to the commencement of such Installation Work; provided, however, that such consent may not be unreasonably withheld, conditioned, or delayed. Furthermore, upon the completion of any such Installation Work, Grantee shall fill, compact, and restore the surface of the affected property to a condition better or as near as reasonably possible to its condition immediately prior to the commencement of the Installation Work, including without limitation repairing or replacing any other surface improvements.

3. Liens Prohibited. Grantee shall not cause the 40' Utility Easement Area or any of the Grantor Parcel to be encumbered by liens, including mechanic's liens, as a result of Grantee's use, maintenance, or operation of its underground utilities. Grantee shall immediately remove, by payment, bonding or otherwise, any mechanic's liens or encumbrances on the 40' Utility Easement Area or any of the Grantor Parcel arising out of activities conducted on Grantee's behalf. In the event that grantee does not within (30) thirty calendar days following the imposition of any such lien cause such lien, to be released of record by payment or posting of a proper bond, Grantor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Grantee the same to be released by such means as it shall deem proper, including payment and satisfaction of the claim giving rise to such lien. All such sums paid by Grantor and all expenses incurred by it in connection therewith, including costs and attorneys' fees, shall be paid by Grantee or Grantor within ten (10) days of written demand therefor.

4. No Nuisance. Grantee shall not (or cause or permit others to): (a) unreasonably interfere with, disrupt, or adversely affect Grantor's right, title, and interest in and to the 40' Utility Easement Area or its use and enjoyment of the same, (b) unreasonably interfere with the rights of other permitted users of the 40' Utility Easement Area, or (c) use the 40' Utility Easement Area in any way which constitutes a nuisance or waste, including allowing any utilities to be constructed, installed, or maintained in any manner that does not comply with any and all applicable local, state, and federal regulations and requirements.

5. Indemnification. Grantee shall indemnify and hold the Grantor harmless from and against all losses, damages, claims, liabilities, and expenses incurred by the Grantor by reason of any injuries or damages to persons or property arising out of or relating to Grantee's activities and the exercising of its easement rights as set forth in this Agreement. Grantee shall defend Grantor against any such claims at Grantee's expense with with counsel reasonably acceptable to Grantor or, at Grantor's election, Grantee shall reimburse Grantor for any legal fees or costs incurred by Grantor in connection with any such claims. As a material part of the consideration to Grantor, Grantee assumes all risk of damage to its property or injury to persons in or about the 40' Utility Easement Area arising arising out of or relating to Grantee's activities and the exercising of its easement rights as set forth in this Agreement, and Grantee hereby waives all such claims in respect thereof against Grantor.

6. Covenant Running with the Land. This Agreement shall run with and be a burden upon and shall be appurtenant to the Grantor Parcel and the Grantee Parcel. If any Party shall convey, transfer, assign or otherwise, dispose of all of its interest in the Grantor Parcel or Grantee Parcel, as the case may be, this Agreement shall survive, and the conveying Party shall thereupon be released and discharged from any and all liabilities or obligations which may thereafter arise relating to this Agreement, and such liabilities and obligations shall be binding on the successor in title to Grantor or Grantee, as the case may be.

7. Dedication. Nothing contained in this Agreement shall be deemed a gift or a dedication of any portion of the Grantor Parcel or the Grantee Parcel to the general public or for any public purpose whatsoever.

8. Notices. All notices, requests, demands and other communications under this Agreement to the Parties shall be in writing and shall be personally delivered or sent by commercial overnight courier, or certified or registered mail, postage prepaid, to the following addresses:

If to Grantor:                    City of East Ridge  
                                          1517 Tombras Avenue  
                                          Chattanooga, TN 37412  
                                          Attn: City Manager\_\_\_\_\_

If to the Grantee:                Principal Acres, LLC  
                                          500 Westover Drive, PMB 30464  
                                          Sanford, North Carolina 27330-8941

Any Party may change its address for purposes of this Section 6 by giving the other Parties notice of the new address in the manner set forth in this Agreement. Any notice given as set forth in this Agreement shall be deemed to have been received on the earlier of actual receipt or four (4) business days after being sent.

9. Miscellaneous.

A. This Agreement may only be amended or modified by instrument in writing executed by all of the then record owners of the Grantor Parcel and the Grantee Parcel.

B. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

C. All of the obligations created in this Agreement are intended to be and shall be binding upon the successors and assigns of the respective Parties, and all rights and benefits contained in this Agreement shall inure to the benefit of the successors and assigns of the Parties (including lessees, licensees and invitees).

D. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement.

E. This is not a conveyance of the fee, but only the rights, privileges, and easement set forth in this Agreement.

F. The Parties covenant and agree that each shall take any further actions as may be reasonably necessary to implement the transactions contemplated by this Agreement.

G. Headings of sections are for convenience only and shall not be considered in construing the meaning of the content or meaning of any section.

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

[Signatures Begin on the Following Pages]

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

**GRANTOR:**

THE CITY OF EAST RIDGE, TENNESSEE,  
a Tennessee municipality

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

STATE OF TENNESSEE:

COUNTY OF HAMILTON:

Before me, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the \_\_\_\_\_ of THE CITY OF EAST RIDGE, TENNESSEE, the within named bargainer, a Tennessee municipality, and that such person as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the municipality by such person as such \_\_\_\_\_.

WITNESS my hand and seal, at office in Hamilton, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

PRINCIPAL ACRE, LLC,  
a Tennessee limited liability company

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

STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the \_\_\_\_\_ of PRINCIPAL ACRE, LLC, the within named bargainer, a Tennessee limited liability company, and that such person as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the municipality by such person as such \_\_\_\_\_.

WITNESS my hand and seal, at office in Hamilton, Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 2025\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration of this transfer, or the value of the property transferred, whichever is greater, is \$10.00.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

(Legal Description of the Grantor Parcel)

LOT 1

All that tract or parcel of land situated in the City of East Ridge, Hamilton County, Tennessee, and more fully described and bounded as follows, to-wit:

*Revised Lot Twenty-Seven (27), Crisman Subdivision, as shown by plat recorded in Plat Book 17, Page 24 of the Register's Office of Hamilton County, Tennessee, amended by plat recorded in Plat Book 120, Page 23, of the Register's Office of Hamilton County, Tennessee*

**EXHIBIT B**

(Legal Description of Grantee Parcel)

**PARCEL NO. 169C C 001.01**

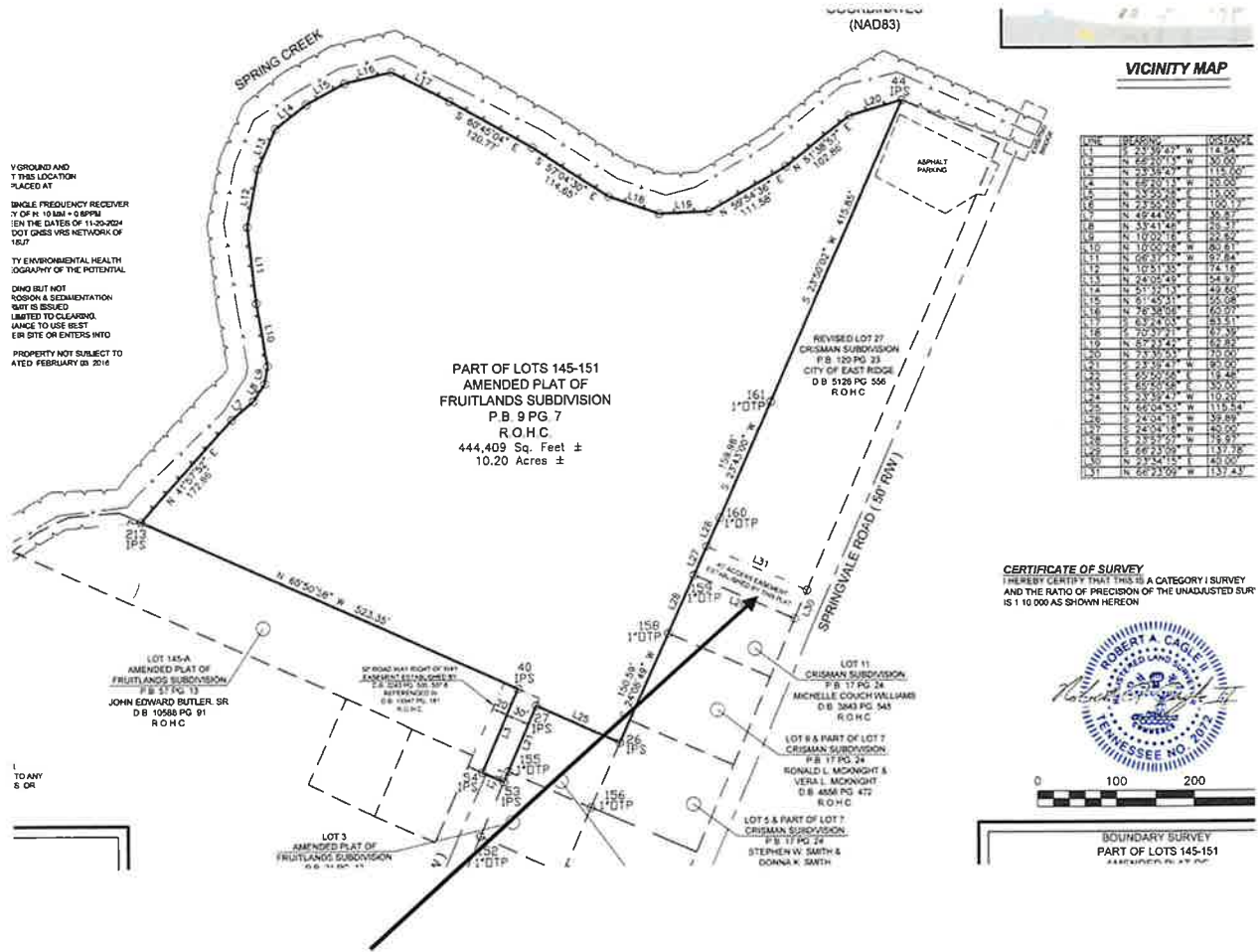
Tract Two

A certain tract or parcel of land situated in the City of East Ridge, Hamilton County, Tennessee, and more fully described and bounded as follows, to-wit:

*All that tract or parcel of land lying and being in the Second Civil District of Hamilton County, Tennessee, being Lots 145, 146, 147, 148, 149, 150, and 151 of Fruitlands as subdivided by T.M. Clemons and L.T. Prigmore, as shown by amended plat recorded in Plat Book 9, Page 7, in the Register's Office of Hamilton County, Tennessee. LESS AND EXCEPT those portions thereof conveyed to Herbert M. Houston and wife by deed recorded in Book 2243, Page 535, and to Don Roland and wife by deed recorded in Book 2474, Page 256, aforesaid records.*

# EXHIBIT C

## Grantee Easement Area



**Grantee  
Utility  
Easement**

### Grantee Easement Area Description

The following described lines are an easement, forty feet in width, for the purposes of underground utilities from the above-described Lot 1 to the existing right of way of Springvale Road:

All that tract or parcel of land situated in the City of East Ridge, Hamilton County, Tennessee, and more fully described and bounded as follows, to-wit:

BEING A 40' UTILITY EASEMENT AS DESCRIBED PER SURVEY BY CAGLE LAND SURVEYING DATED: NOVEMBER 20, 2024, PROJECT NUMBER: 112408. BEGINNING AT A POINT ON THE SOUTHEASTERN CORNER OF REVISED LOT 27 CRISMAN SUBDIVISION RECORDED IN PLAT BOOK 120 PAGE 23 AT THE REGISTER'S OFFICE OF HAMILTON COUNTY, TN AND THE WESTERN RIGHT OF WAY OF SPRINGVALE ROAD; THENCE N 66°23'09" W A DISTANCE OF 137.78' TO AN OPEN TOP PIPE AND THE SOUTHWEST CORNER OF SAID LOT; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID LOTS WESTERN LINE N 24°04'18" E A DISTANCE OF 40.00' TO A POINT; THENCE S 66°23'09" E A DISTANCE OF 137.43' TO A POINT ON THE WESTERN RIGHT OF WAY SPRINGVALE ROAD; THENCE SOUTH ALONG SAID RIGHT OF WAY S 23°34'15" W A DISTANCE OF 40.00' TO A POINT; WHICH IS THE POINT OF BEGINNING

Lot 1 and 40' Utility Easement being portions of the property conveyed to the City of East Ridge in Deed Book 5126, Page 556 in the Hamilton County Register's Office.

RESOLUTION 3638

AGENDA MEMORANDUM  
ENGAGEMENT OF HOLLAND & KNIGHT LLP

January 9, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

The City of East Ridge has contracted the professional services of Hollard & Knight (Nicole Watson, Annie Beckstrom, Max Johnson, and Mack Cooper) as our Lobbyists to assist us with issues and matters before the Tennessee General Assembly and state agencies for the past seven (7) plus years. They have been instrumental in achieving enhancements to the Border Region Retail Tourism Development District Act that have financially and economically benefited the City.

Attached hereto please find an engagement letter dated December 2, 2024, from Holland & Knight (Nicole O. Watson) for Tennessee state and local government relations services. The approval by the City Council of this appointment would continue our relationship with Holland & Knight for the 2025 calendar year. The cost of this service is \$4,166.67 per month.

Attachment

JSM/

**RESOLUTION NO. 3638**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH HOLLAND AND KNIGHT LLP TO ACT  
AS GOVERNMENT AFFAIRS COUNSEL TO THE CITY OF  
EAST RIDGE IN REGARD TO MATTERS BEFORE THE  
TENNESSEE GENERAL ASSEMBLY**

**WHEREAS**, the City of East Ridge finds it necessary to be kept advised of all significant developments in regard to matters before the Tennessee General Assembly, state agencies and other local governments; and

**WHEREAS**, the City wishes to contract with Holland and Knight, LLP to provide legislative counsel representation regarding these matters; and

**WHEREAS**, Holland and Knight, LLP has proposed to serve as the City's government affairs counsel for an amount of \$4,166.67, to be paid in monthly installments, beginning with the execution of this agreement through December 31, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council hereby authorizes the Mayor to enter into an agreement with Holland and Knight, LLP to act as government affairs counsel for an amount of \$4,166.67, to be paid in monthly installments, beginning with the execution of this agreement through December 31, 2025.

**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 \_\_\_\_\_ 2025.

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

Attest:

\_\_\_\_\_  
J. Scott Miller, City Manager

Approved as to Form:

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



# Holland & Knight

511 Union Street, Suite 2700 | Nashville, TN 37219 | T 615.244.6380 | F 615.244.6804  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Nicole Watson  
423.682.6275  
[nicole.watson@hklaw.com](mailto:nicole.watson@hklaw.com)

December 2, 2024

**VIA ELECTRONIC MAIL: [ceo@cempa.org](mailto:ceo@cempa.org)**

Hon. Brian Williams  
Mayor  
City of East Ridge  
1517 Tombras Avenue  
East Ridge, Tennessee 37412

Re: Engagement of Holland & Knight LLP

Dear Mayor Williams:

We are pleased that the City of East Ridge (“City”) has decided to engage Holland & Knight LLP for Tennessee state and local government relations services. We look forward to serving your needs in this matter and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as government relations counsel and to provide you certain information concerning our fees, billing and collection policies, and other terms that will govern our relationship. Although we do not wish to be overly formal in our relationship with you, we have found it a helpful practice to confirm with our clients the nature and terms of our representation.

We will advise the City in connection with state legislation pertaining to issues related to the City. Specifically, we will assist the City with relationship and coalition building, advocating on behalf of City initiatives, and monitoring state legislation and regulations.

We will undertake this agreement for a flat monthly rate fee of \$4,166.67 to be paid in monthly installments beginning at the execution of this agreement through December 31, 2025. All work on this matter will be performed by Annie Beckstrom, Counsel/Senior Public Affairs Advisor, Max Johnson, Public Affairs Advisory and Mack Cooper, Senior Public Affairs Advisor, under my general supervision.

Attached to this letter are our firm's standard terms of engagement. Please review these and let me know if you have any questions concerning our policies.

If the terms described above and in the attached terms of engagement are satisfactory, please so indicate by signing and returning the enclosed copy of this letter.

My colleagues and I look forward to working with you.

December 2, 2024

Page 2

Sincerely,



HOLLAND & KNIGHT LLP

Nicole O. Watson

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

City of East Ridge

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

## **HOLLAND & KNIGHT LLP**

### **TERMS OF ENGAGEMENT**

We appreciate your decision to retain Holland & Knight LLP as your legal counsel.

This document explains how we work, our obligations to you, your obligations to us, what we will do on your behalf, and how our charges will be determined and billed. Experience has shown that an understanding of these matters will contribute to a better relationship between us, and that in turn makes our efforts more productive.

Our engagement and the services that we will provide to you are limited to the matter identified in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions, or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

#### ***Confidentiality and Related Matters***

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to hold confidential all information relating to the representation of our clients, subject to certain exceptions that we will discuss with you. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you.

Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. That is to say, unless the letter accompanying this document indicates otherwise, Holland & Knight's attorney-client relationship with the entity does not give rise to an attorney-client relationship with the parent, subsidiaries or other affiliates of the entity, and representation of the entity in this matter will not give rise to any conflict of interest in the event other clients of the firm are adverse to the parent, subsidiaries or other affiliates of the entity. Of course, we can also represent individual executives, shareholders, directors, members, managers, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement letter. Similarly, when we represent a party on an insured claim, we represent the insured, not the insurer, even though we may be approved, selected, or paid by the insurer.

The firm attempts to achieve efficiencies and savings for its clients by managing the firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in the most efficient manner possible, including outsourcing certain functions to third parties. Outsourcing in this manner may require the firm to allow access by third parties to your confidential information, and in some cases, these third parties may be located outside the United States. The firm will follow applicable legal ethics rules with regard to such outsourcing and protection of confidential information.

### ***Fees and Billing***

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Legal Fees. We encourage flexibility in determining billing arrangements. For example, we often agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective.

If you and we have agreed on a fixed fee arrangement, our fees will not be limited to the fixed amount if you fail to make a complete and accurate disclosure of information that we have requested and that we reasonably require for our work, or if you materially change the terms, conditions, scope, or nature of the work, as described by you when we determined the fixed amount. If any of these events occurs, our fees will be based upon the other factors described below, unless you and we agree on a revised fixed fee.

If the accompanying engagement letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research, analysis, data and documentation) that we have previously developed and stored electronically or otherwise in quickly retrievable form; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either you or the circumstances. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively, as well as to unbilled time previously expended. We record and bill our time in one-tenth hour (six minute) increments.

When selecting lawyers to perform services for you, we generally seek to assign lawyers having the lowest hourly rates consistent with the skills, time demands, and other factors influencing the professional responsibility involved in each matter. That does not mean that we will always assign a lawyer with a lower hourly rate than other lawyers. As circumstances require, the services of lawyers in the firm with special skills or experience may be sought when that will either (a) reduce the legal expense to you, (b) provide a specialized legal skill needed, or (c) help move the matter forward more quickly. Also, to encourage the use of such lawyers in situations where their services can provide a significant benefit that is disproportionate to the time devoted to the matter, we may not bill for their services on an hourly rate basis but, if you agree in advance, we will adjust the fee on an "added value" basis at the conclusion of the matter if and to the extent their services contribute to a favorable result for you.

Disbursements. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, postage, filing, recording, certification, and registration fees charged by governmental bodies. Our internal charges typically include, but are not limited to, such items as toll calls, facsimile transmissions, overnight courier services, certain charges for terminal time for computer research and complex document production, and charges for photocopying materials sent to the client or third parties or required for our use.

We may request an advance cost deposit when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to



services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses.

The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from the contractor if the firm provides certain functions, such as billing, collection, equipment, space, facilities, or clerical help. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

**Billing.** We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a concise summary of each matter for which legal services are rendered and a fee is charged.

If a statement remains unpaid for more than 30 days, you will be contacted by an H&K representative inquiring why it is unpaid. Additionally, if a statement has not been paid within 30 days from its date, the firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding statement.

It is the firm's policy that if an invoice remains unpaid for more than 90 days, absent extraordinary circumstances and subject to legal ethics constraints, H&K's representation will cease, and you hereby authorize us to withdraw from all representation of you. Any unapplied deposits will be applied to outstanding balances. Generally, the firm will not recommence its representation or accept new work from you until your account is brought current and a new deposit for fees and costs, in an amount that the firm determines, is paid to it.

In addition, if you do not pay H&K's statements as they become due, the firm may require a substantial partial payment and delivery of an interest-bearing promissory note as part of any arrangement under which it may, in its discretion, agree to continue its representation. Any such promissory note will serve merely as evidence of your obligation, and shall not be regarded as payment.

If allowed by applicable law, H&K is entitled to reasonable attorneys' fees and court costs if collection activities are necessary. In addition, H&K shall have all general, possessory, or retaining liens, and all special or charging liens, recognized by law.

Payment of our fees and costs is not contingent on the ultimate outcome of our representation, unless we have expressly agreed in writing to a contingent fee.

**Questions About Our Bills.** We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We want our clients to be satisfied with both the quality of our services and the reasonableness of the fees that we charge for those services. We will attempt to provide as much billing information as you require and in such customary form that you desire, and are willing to discuss with you any of the various billing formats we have available that best suits your needs.

### ***Relationships with Other Clients***

Because we are a large, full-service law firm with offices located in various cities we may be (and often are) asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with Holland & Knight LLP, our firm wishes to be able to consider the representation of other persons or entities that may be competitors in your industry or who may have interests that are adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics that govern us permit us to accept such multiple representations, assuming certain conditions are met, as set forth below.

During the term of this engagement, we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any matter

in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other Holland & Knight LLP personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) both you and the other client have consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, we may undertake the adverse representation and all conflict issues will be deemed to have been resolved or waived by you.

By making this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to object to our representation of another client whose interests are adverse to yours. If you contest in good faith the facts underlying our confirmation to you that the specified criteria have been met, then we will have the burden of reasonably supporting those facts.

### ***Knowledge Management Tool***

In order to better and more economically serve our clients, we have implemented a document search engine that will allow us to search the firm's institutional work product to determine whether there exist documents created for one client that can be used as a starting point for the preparation of new documents for other clients. Documents that are subject to ethics wall restrictions, have extraordinary confidentiality requirements, or contain sensitive client information will not be included in this system.

### ***Termination***

Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to other matters. We hope, of course, that such a continuation will be the case. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition to new counsel.

\* \* \* \* \*

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

RESOLUTION 3639

AGENDA MEMORANDUM  
MAJOR WATER LEAK – FIRE STATION NO. 2

January 9, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

East Ridge Fire Station No. 2 experienced a major water leak on December 19, 2024 at the junction box on our side of the meter box at the edge of the street and the driveway approach. The water was immediately shut off to the building. The City's Maintenance Crew stepped forward and excavated through 6 inches of concrete and rebar to reach the break. The leak was found to be in the 2 ½ inch water line at its juncture with the elbow. The quality of the line that was originally installed was not heavy duty (schedule 20 gauge versus schedule 40+ gauge PVC). Maintenance repaired the leak and turned the water back on to the building.

Unfortunately, we encountered another water leak located somewhere between the water meter box and the Station. We had no idea where this new leak was coming from; therefore, we would need to excavate a trench from the repaired break at the junction box to the building at a distance of 70 feet and replace the water line. This work was above our capabilities; therefore, Maintenance contacted several plumbing businesses in an attempt to bring out a crew as soon as possible to complete this work. The plan was to replace the 2 ½ inch substandard water line to a 2-inch, schedule 40+ gauge PVC for a distance of 70 feet. The earliest any plumber could come out to replace the line was Monday, December 23rd and that was Metro Sewer. The others were not available until after Christmas Day at the earliest. During the time Station No. 2 was without water service the City utilized its Fire Service Mutual Aid Agreement and received a trailer with bathroom and shower facilities for use by the Firefighters during this down time.

Metro Sewer was out the following week to access the work and to provide a quote for the replacement of the water line. The detailed estimate included the excavation of a trench and the replacement of the water line with 2-inch schedule 80-gauge PVC from the meter box to the station (a distance of 70 feet) at a total cost of \$16,562. I authorized the work to be done by Metro Sewer as an emergency order.

Metro Sewer was able to obtain discounts on sturdier (heavy duty) water line materials as 2-inch PEX sleeved in 3-inch schedule 40-gauge PVC at the same cost of \$16,562. This upgrade was authorized by me.



I'm bringing this item before the City Council for your consideration to approve my authorization of the replacement of the water line by Metro Sewer as an emergency order to repair.

Attachments

JSM/

**RESOLUTION NO. 3639**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
APPROVING THE DECISION AND ACTION OF THE CITY  
MANAGER IN AUTHORIZING AN EMERGENCY ORDER IN  
REPLACING THE WATER LINE FROM THE STREET TO  
EAST RIDGE FIRE STATION NO. 2 DUE TO A MAJOR  
WATER LEAK**

**WHEREAS**, East Ridge Fire Station No. 2 experienced a second major water leak on December 20, 2024 on the 2 ½ inch water line entrenched in concrete from the water meter box located at the street and the driveway to the Station (70 feet), and the water to the Station had to be turned off leaving the building without water; and

**WHEREAS**, the scope of work was above the City's Maintenance Crew's capabilities; therefore, the Maintenance Supervisor contacted several plumbers for quotes to come out and replace the water line to restore water to the building; and

**WHEREAS**, the earliest any plumber could come out to replace the water line was Monday, December 23, 2024 and that was Metro Sewer, and they provided the City with a couple of quotes for the work; and

**WHEREAS**, realizing the importance of water services to Fire Station No. 2, the City Manager authorized an emergency order for Metro Sewer to immediately replace the water line from the water meter box to the building.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, hereby approves the decision and action of the City Manager in authorizing an emergency order for Metro Sewer to replace the water line from the meter box to the building (70 feet) in the amount of \$16,562.00 to restore water to the station.

**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 \_\_\_\_\_ 2025.

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

Attest:

\_\_\_\_\_  
J. Scott Miller, City Manager

Approved as to Form:

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



P.O. Box 21563  
Chattanooga, TN 37424

O: 423-855-0967  
www.metropha.com

**BILL TO**

Fire house #2  
1410 Saint Thomas Street  
Chattanooga, TN 37412 USA

ESTIMATE  
143029225

ESTIMATE DATE  
Dec 26, 2024

**JOB ADDRESS**

Fire house #2  
1410 Saint Thomas Street  
Chattanooga, TN 37412 USA

Project: 142909909

**ESTIMATE DETAILS**

FIRE HOUSE WATER SERVICE LINE 2" schedule 80 PVC SLEEVED

Material available : Will need walk behind saw for this project

Cut trench to building and haul out debris

Gas located beside road

Gas and electrical on right side of building

Line is about 100 ft long

Connect at meter ( not sure meter pigtail size)

Copper at building is 2.5 inch

Sleeve line in 3" pvc

Once line is connected pressurize and check

Bleed out air on system

Backfill trench with 1/2 gravel

City will patch concrete

Note

Will need 1/2 down when starting

Estimate #143029225

Collect remaining balance when finished

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Commercial	Commercial	1.00	\$0.00	\$0.00
WMR100		1.00	\$8,830.00	\$8,830.00
DRIVECUT	Up to 10' of Driveway Cut (2' wide)	1.00	\$3,992.00	\$3,992.00
	THIS DOES NOT INCLUDE REPLACING CONCRETE OR HAULING OFF unless otherwise noted.			
SUP-170	Dumping Fee (1 Dump / Fee for Dumping Only; no Sold Hours)	1.00	\$1,200.00	\$1,200.00
SUP-160	Premium Gravel per Yard (LxWxH) / 27 = YARDS	1.00	\$2,540.00	\$2,540.00

POTENTIAL SAVINGS	\$1,241.07
SUB-TOTAL	\$16,562.00
TAX	\$0.00
TOTAL	\$16,562.00

Thank you so much for trusting us with your home! Please leave us a review so we know how we did!

**CUSTOMER AUTHORIZATION**

I, the undersigned, am owner/authorized representative/ tenant of the premises listed herein. I hereby authorize the described work at the total of \$16,562.00. I agree to pay 2.5% per month for past due agreements (minimum charge:\$25) In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates. By the addition of my signature, I agree that I received a copy of this agreement, notice to owner, and that I have read, understand, and agree to the terms listed herein.

Sign here



Date

12-26-24



P.O. Box 21563  
Chattanooga, TN 37424

O: 423-855-0967  
www.metropha.com

*UPGRADE*

**BILL TO**

Fire house #2  
1410 Saint Thomas Street  
Chattanooga, TN 37412 USA

<b>ESTIMATE</b> 143027924	<b>ESTIMATE DATE</b> Dec 26, 2024
------------------------------	--------------------------------------

**JOB ADDRESS**

Fire house #2  
1410 Saint Thomas Street  
Chattanooga, TN 37412 USA

Project: 142909909

**ESTIMATE DETAILS**

FIRE HOUSE WATER SERVICE LINE 2" PEX- SLEEVED : Will need walk behind saw for this project

*3" Schedule 40 quage PVC*

Cut trench to building and haul out debris

Gas located beside road

Gas and electrical on right side of building

Line is about 100 ft long

Connect at meter ( not sure meter pigtail size)

Copper at building is 2.5 inch

Sleeve line in 3" pvc

Once line is connected pressurize and check

Bleed out air on system

Backfill trench with 1/2 gravel

City will patch concrete

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Commercial	Commercial	1.00	\$19,862.00	\$19,862.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$19,862.00
TAX	\$0.00
<b>TOTAL</b>	<b>\$19,862.00</b>

Thank you so much for trusting us with your home! Please leave us a review so we know how we did!

**CUSTOMER AUTHORIZATION**

I, the undersigned, am owner/authorized representative/ tenant of the premises listed herein. I hereby authorize the described work at the total of \$19,862.00. I agree to pay 2.5% per month for past due agreements (minimum charge:\$25) In the event that collection efforts are initiated against me, I shall pay for all associated fees at the posted rates. By the addition of my signature, I agree that I received a copy of this agreement, notice to owner, and that I have read, understand, and agree to the terms listed herein.

Sign here \_\_\_\_\_

Date \_\_\_\_\_



RESOLUTION 3640

AGENDA MEMORANDUM  
CITY COUNCIL APPOINTMENT TO PLANNING COMMISSION

January 9, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

Pursuant to the provisions of Tennessee Code Annotated, Section 13-4-101, a municipal planning commission is created and it shall consist of five(5) members; two (2) of these shall be the Mayor, or a person designated by the Mayor, and another member of the City Council selected by the City Council, and the other three (3) members shall be appointed by the Mayor. Further, the terms of the Mayor, or a person designated by the Mayor, **and the member selected by the City Council** shall run concurrently with their terms of office.

Councilwoman Aundie Witt has been the Council appointee for the past four (4) years. The City Council needs to select a member at this time to serve the next four (4) years (2025-2029).

JSM/

**RESOLUTION NO. 3640**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO  
SELECT A COUNCILMEMBER TO SERVE ON THE EAST  
RIDGE PLANNING COMMISSION**

**WHEREAS**, pursuant to the provisions of Tennessee Code Annotated, Section 13-4-101, a municipal planning commission shall consist of five (5) members; and

**WHEREAS**, two (2) of these members shall be the Mayor, or a person designated by the Mayor, and another member of the City Council, and the other three (3) members shall be appointed by the Mayor; and

**WHEREAS**, the terms of the Mayor, or a person designated by the Mayor, and the member selected by the City Council shall run concurrently with their terms of office.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF EAST RIDGE, TENNESSEE**, that the City Council selects Councilmember  
\_\_\_\_\_ as the Council appointee for the next four (4) years.

**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 \_\_\_\_\_ 2025.

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

Attest:

\_\_\_\_\_  
J. Scott Miller, City Manager

Approved as to Form:

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

AGENDA MEMORANDUM

Use on Review

Off-Premises Wayfinding Arrow Sign

Date: January 23<sup>rd</sup>, 2025

Submitted by:

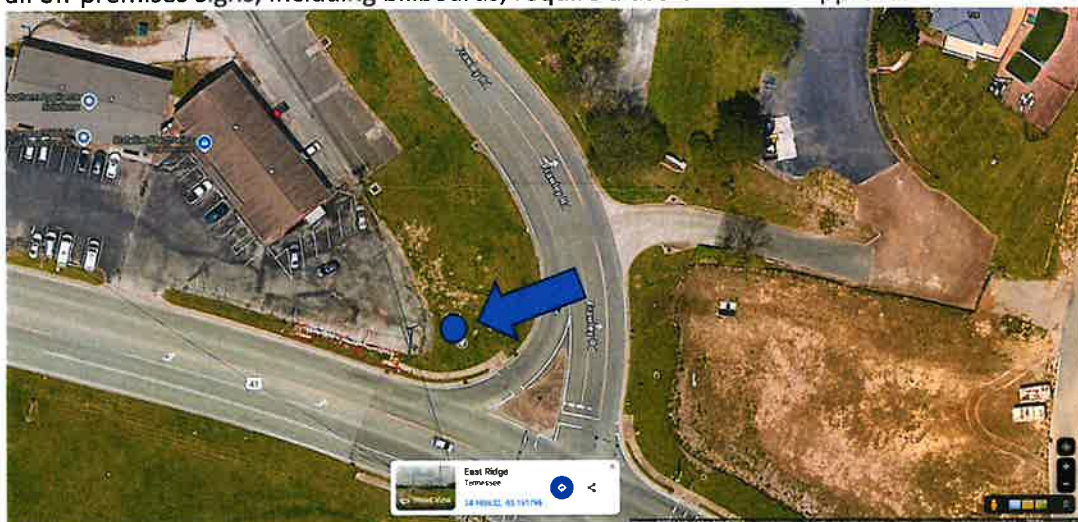


Michael Howell, Chief Building Official

SUBJECT:

Debbie Colburn is requesting the city council's permission to install an off-premises wayfinding arrow sign for the Frawley Baptist Church, located at 510 Frawley Road. The proposed sign location is within the right of way at the northwest corner of Ringgold Road and Frawley Road.

Sign Ordinance 1028, Article VI – Supplemental Regulations and Exceptions, Section 110, all off-premises signs, including billboards, require a use-on-review approval.



AGENDA MEMORANDUM  
CITY MANAGER CONTRACT

January 23, 2025

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

Pursuant to the terms of my Employment Agreement, Section 6, the term of said agreement shall begin on January 26, 2023 and shall run for one (1) year thereafter and may be renewed and negotiated by and between the City and Miller.

JSM/