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

AGENDA
September 10, 2026
6:00 pm

1. Call to Order
2. Invocation
3. A. Roll Call
   B. Milestone Award
4. Approval of Consent Agenda
   A. Minutes August 27, 2026
   B. Declaration of Surplus Property
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
9. New Business
   A. **RESOLUTION NO. 3851** - A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROWN BROTHERS, INC. FOR THE MANA LANE EMERGENCY CULVERT AND SANITARY SEWER REPLACEMENT PROJECT
   B. **RESOLUTION NO. 3853** - A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH ACE HARDWARE OF EAST RIDGE, INC., RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
   C. **RESOLUTION NO. 3854** - A RESOLUTION APPROVING A TEMPORARY SPECIAL EVENTS PERMIT FOR THE SALE, POSSESSION, AND CONSUMPTION OF BEER AT THE GUNS AND HOSES EVENT TO BE HELD AT CAMP JORDAN ARENA ON OCTOBER 30, 2026
   D. **RESOLUTION NO. 3855** - A RESOLUTION AUTHORIZING THE PURCHASE OF THIRTEEN TROY INDUSTRIES PATROL RIFLE PACKAGES FOR THE EAST RIDGE POLICE DEPARTMENT FROM TROY INDUSTRIES, INC. AS A SOLE SOURCE PROCUREMENT
   E. Discussion of Tentative Agenda for **September 24, 2026** City Council Meeting (Attachment A)
10. Adjournment

ATTACHMENT A

TENTATIVE AGENDA
September 24, 2026

9. **New Business**

   A. **RESOLUTION NO. ____** - Award of a bid to provide trophies for various sports programs for the Parks and Recreation Department

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

**August 27, 2026
6:00 p.m.**

The East Ridge City Council met pursuant to the meeting notice on August 27, 2026, at 6:00 p.m. in the East Ridge City Hall Council Chambers. Vice Mayor David Tyler called the meeting to order.

City Attorney Litchford gave the invocation. All joined in for the Pledge of Allegiance.

Present: Vice Mayor David Tyler, Councilmember Jacky Cagle, Councilmember Jeff Ezell, Councilmember Andrea Witt, City Manager Brian Koral, City Attorney Mark Litchford, Finance Director Diane Qualls, City Clerk Jennifer Deitrick

Absent: Mayor Brian Williams

Public Attendance: Approximately 11 members of the public were present.

Approval of Minutes August 13, 2026

City Clerk Deitrick noted a correction to the August 13, 2026 meeting minutes, stating that City Attorney Litchford was present but the minutes incorrectly reflected Attorney Ritchey as being present. Councilmember Witt moved to approve the August 13, 2026 minutes as corrected. Councilmember Ezell seconded. There being no discussion, Vice Mayor Tyler called for a roll call vote. Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Vice Mayor Tyler – yes. Motion carried unanimously.

Communication from Citizens

Gail Phillips and Larry Phillips shared information regarding the Jones Memorial Baptist Church 48th Annual Barbecue, scheduled for September 12, 2026.

Communication from Councilmembers

Councilmembers Cagle, Ezell and Witt reported no comments.

Vice Mayor Tyler announced the upcoming 2026 East Ridge Fall Festival and highlighted several upcoming programs and activities offered through the East Ridge Library.

Communication from City Manager

City Manager Koral reported on the reopening of the Community Center, meetings with newly elected County Commissioner Josh Wichman and School Board Member Katie Perkins, recent Housing Commission action, upcoming Labor Day office closure, and announced the Optimist Club's September 11 Lunch of Honor. He also shared a citizen commendation recognizing Officer Jones and noted ongoing traffic safety efforts.

Vice Mayor Tyler reported on the East Ridge Community Food Forest kickoff meeting and highlighted volunteer opportunities associated with the Community Center's community garden.

Old Business

ORDINANCE NO. 1252 - AN ORDINANCE TO AMEND TITLE 9, BUSINESS, PEDDLERS, SOLICITORS, ETC., BY ADDING A NEW CHAPTER 12, NAMED SPECIALTY SHOPS AND TO AMEND THE EAST RIDGE ZONING ORDINANCE NO. 481 RELATIVE TO ZONING REGULATIONS CONCERNING SPECIALTY SHOP ESTABLISHMENTS (2nd READING)

City Attorney Litchford read the ordinance caption. Chief Building Official Howell explained that the ordinance establishes regulations for specialty shops operating within the C-2 General Commercial District.

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

New Business

RESOLUTION NO. 3851 - A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROWN BROTHERS, INC. FOR THE MANA LANE EMERGENCY CULVERT REPLACEMENT

City Manager Koral explained that a sewer main was identified beneath the culvert and clearance issues were discovered. He stated that final adjustments were still being made and requested that consideration of the resolution be deferred.

RESOLUTION NO. 3852 - A RESOLUTION APPROVING PHOTOGRAPHY BIDS FOR THE 2026-2027 SPORTS SEASON

City Attorney Litchford read the resolution caption. Parks and Recreation Director Skiles reported that one responsive bid was received from School Days Photography and recommended award to the respondent.

Councilmember Witt moved to approve Resolution No. 3852. Councilmember Ezell seconded. Following brief discussion, Vice Mayor Tyler called for a roll call vote. Councilmember Cagle – yes; Councilmember Ezell – yes; Councilmember Witt – yes; Vice Mayor Tyler – yes. Motion carried unanimously.

Discussion of Tentative Agenda for the September 10, 2026 City Council Meeting (See Attachment A)

ATTACHMENT A
TENTATIVE AGENDA
September 10, 2026

New Business

RESOLUTION NO. ____ - Development agreement for Ace Hardware of East Ridge, Inc.

City Attorney Litchford provided an overview of a proposed development agreement for Ace Hardware of East Ridge, Inc. He explained that the proposed agreement would provide the developer with 80% of eligible Border Region revenue until the agreed-upon incentive amount is reached.

RESOLUTION NO. ____ - Purchase of thirteen (13) patrol rifle packages for the East Ridge Police Department

Chief Uselton reviewed a request to purchase thirteen (13) patrol rifle packages for frontline officers to replace aging equipment. He noted that the purchase price of $25,064 was included in the approved budget.

RESOLUTION NO. ____ - Approval of a temporary special event permit for the Guns and Hoses Event at Camp Jordan Arena

City Clerk Deitrick reported that a Temporary Special Event Permit request was submitted for the sale of alcohol during the Guns and Hoses event at Camp Jordan Arena on October 30, 2026. She explained that the permit would be issued to the event organizer, with alcohol sales to be conducted by the Camp Jordan concessionaire. She noted that City Council approval is required under Section 8-220 of the Municipal Code.

City Manager Koral requested that the resolution awarding a contract for the Mana Lane Emergency Culvert Replacement Project be added to the September 10, 2026 agenda. He reviewed the deteriorated culvert conditions, roadway undermining, potential impacts to nearby residential access, and coordination efforts with utility agencies regarding the repairs.

Vice Mayor Tyler relayed a resident's appreciation to the Streets Department for recently completing curb repairs on Chip Lane.

Adjournment

There being no further business, the August 27, 2026 Regular Meeting of the City Council of the City of East Ridge was adjourned at 6:26 p.m.

APPROVED:

______________________________	______________________________
MAYOR	CITY CLERK

SURPLUS ITEMS

DEPARTMENT: BUILDING MAINTENANCE

DATE: 08/25/2026

QTY	DESCRIPTION (Make, Model, Year if vehicle)	SERIAL#/ OR VIN#	CITY INV #	REASON FOR SURPLUS
1	2011 Ford F-150	1FTMF1CM4CFA60336	9	Item is no longer operational; replacement is more cost-effective than repair.

Items valued at $500 or less when purchased do not need to be declared surplus

RESOLUTION NO. 3851

AGENDA MEMORANDUM

**MANA LANE EMERGENCY CULVERT
AND SANITARY SEWER REPLACEMENT**

SEPTEMBER 10, 2026

Subject: Resolution No. 3851 – Mana Lane Emergency Culvert and Sanitary Sewer Replacement Project

The City has identified the need for emergency replacement of the existing culvert and associated sanitary sewer infrastructure at Mana Lane. Engineering plans were prepared by ASA Engineering & Consulting, Inc. for the replacement of the existing corrugated metal pipe culvert with a double-barrel 48-inch reinforced concrete pipe system, installation of new headwalls, roadway restoration, and replacement of a section of sanitary sewer line and associated manholes. The sanitary sewer line is being relocated and installed to meet WWTA specifications related to material construction and vertical separation.

The City received a proposal from Brown Brothers, Inc. in the amount of $124,150.00 for the complete emergency replacement of the sanitary sewer line and Mana Lane culvert. The proposal includes all labor, materials, traffic control, culvert installation, sewer replacement, roadway restoration, and associated work necessary to complete the project. The contractor's proposed start date is September 28, 2026, with substantial completion within fourteen (14) working days.

RESOLUTION NO. 3851

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

WHEREAS, the City of East Ridge has determined that the existing culvert and sanitary sewer infrastructure at Mana Lane requires emergency replacement to protect public infrastructure, maintain roadway access, and ensure the continued operation of the City's utility systems; and

WHEREAS, engineering plans and specifications for the project have been prepared by ASA Engineering & Consulting, Inc.; and

WHEREAS, Brown Brothers, Inc. has submitted a proposal to perform the required work, including culvert replacement, sanitary sewer improvements, roadway restoration, traffic control, and all related work, for the total amount of One Hundred Twenty-Four Thousand One Hundred Fifty Dollars ($124,150.00); and

WHEREAS, the contract documents provide for completion of the work within fourteen (14) working days from commencement and require the contractor to furnish insurance and performance bond documentation prior to beginning work; and

WHEREAS, City staff have reviewed the proposal and recommends acceptance of the contract as being in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE hereby awards Contract No. 23-0012, Emergency Mana Lane Culvert and Sanitary Sewer Replacement Project, to Brown Brothers, Inc. in the amount of One Hundred Twenty-Four Thousand One Hundred Fifty Dollars ($124,150.00) and the City Manager or designee is hereby authorized to execute the contract and related documents necessary to complete the project.

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

Adopted this ____ day of ________________, 2026.

____
Brian W. Williams, Mayor

ATTEST:

____
Brian Koral, City Manager

APPROVED AS TO FORM:

____
Mark W. Litchford, City Attorney

Brown Bros., Inc.

P. O. Box 91313
Chattanooga, TN 37412
Earth Moving Contractors

Telephone (423) 893-9595
Fax (423) 893-9660

PROPOSAL

DATE: September 2, 2026

TO: ASA Engineering

ATTN: Jeff Sikes

FROM: Frank Geismar

RE: Mana Road Repair

Scope:

- Mobilization
- Layout
- Traffic control
- 48” RCP (32’ double barrel)
- Two double 48” headwalls
- Stone bedding and backfill
- Rip rap outlet protection
- Spoil removal

For the sum of: **$58,250.00**

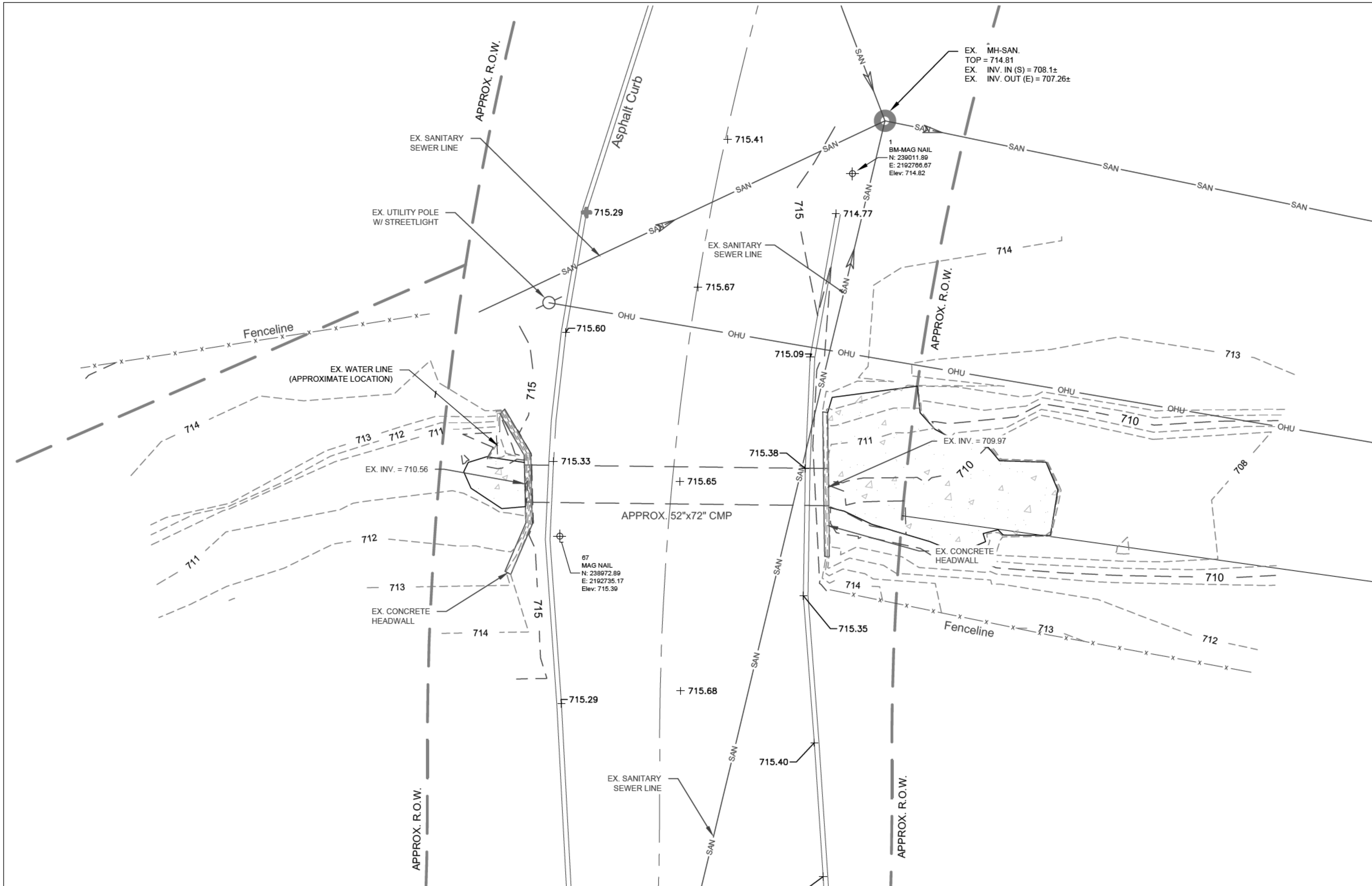
Added scope:

- Six-inch DIP sanitary sewer main
- Two manholes
- Bypass pumping
- Flowable fill
- Pavement replacement and milling
- Extruded concrete curb

For the sum of: **$65,900.00**

Exclusions: As built, Rock Excavation, Unsuitable Soil, Permits, Soil Testing, Environmental Assessments, Inspection Fees

Brown Bros., Inc. agrees to hold this proposal for a period of sixty days from the date indicated above.



ASA
ENGINEERING & CONSULTING, INC.
P.O. BOX 108
CHATTANOOGA, TN 37401
www.AsaEngineeringInc.com
423.805.3700

FOR REVIEW ONLY

MANA LANE CULVERT REPLACEMENT

East Ridge, Hamilton County, TN

No.	Revision/Issue	Date

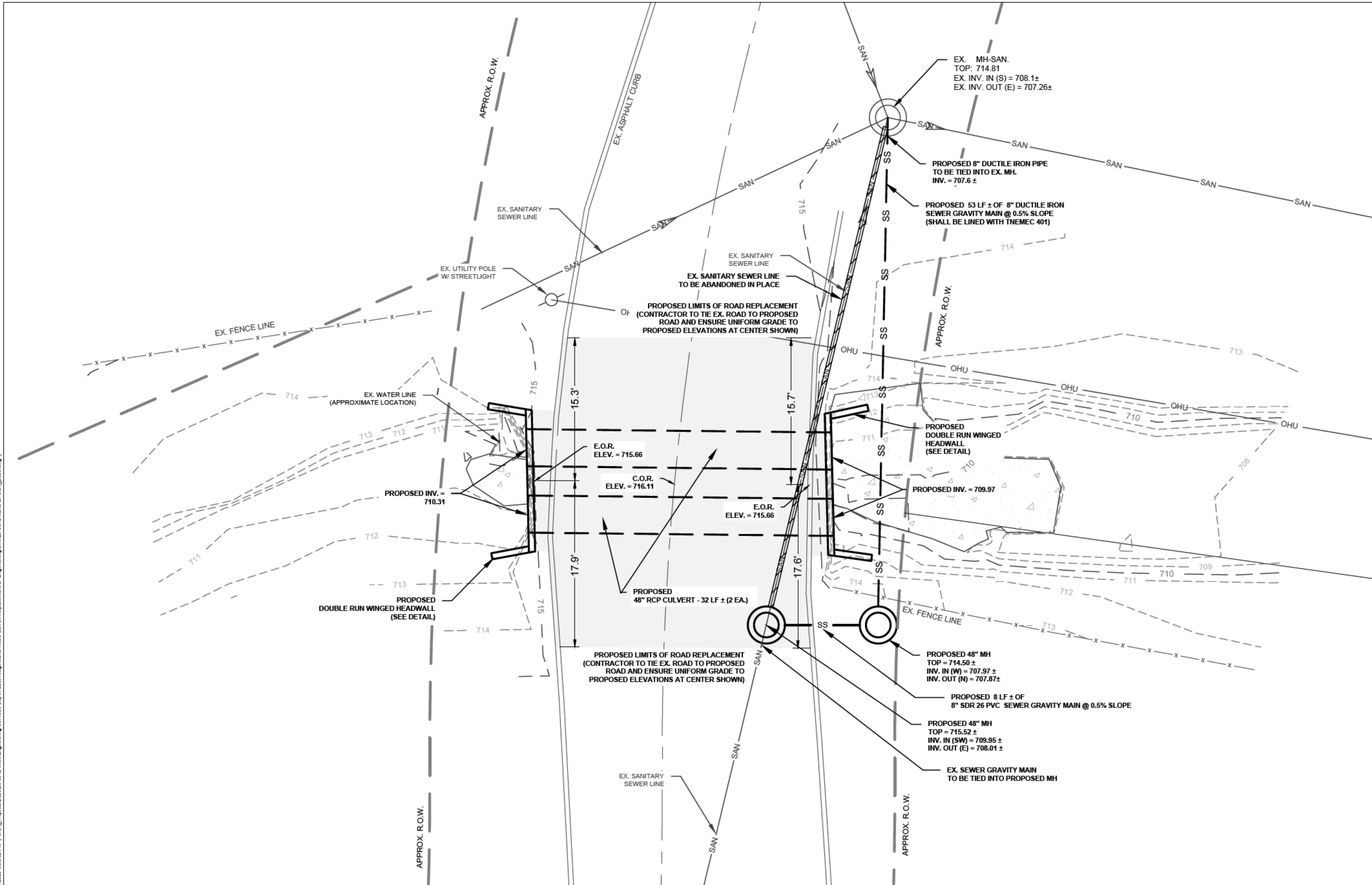
PROJECT NO.	23-0012
DATE	08/21/2026
SCALE	AS SHOWN
DRAWN BY	MAC
CHECKED BY	RAT

TITLE

EXISTING CONDITIONS

SHEET NO.

C-1



8/27/2026 3:56:52 PM | J:\01_Projects\2023\23-0012 Misc Engineering Services City of East Ridge\Mana Road Culvert Replacement\3- Engineering\Civil\23-0012 Mana Ln Surv_Base.dwg |

ASA
ENGINEERING & CONSULTING, INC.
P.O. BOX 108
CHATTANOOGA, TN 37401
www.AsaEngineeringInc.com
423.805.3700

FOR REVIEW ONLY

MANA LANE CULVERT REPLACEMENT

East Ridge, Hamilton County, TN

No.	Revision/Issue	Date

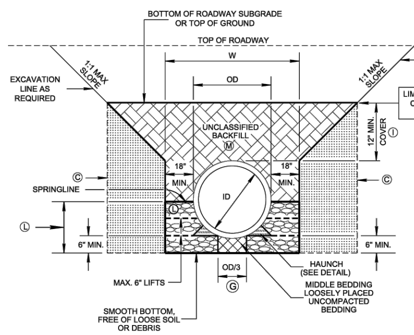
PROJECT NO.	23-0012
DATE	08/21/2026
SCALE	AS SHOWN
DRAWN BY	MAC
CHECKED BY	RAT

TITLE

SITE LAYOUT

SHEET NO.

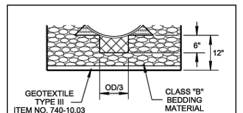
S-1



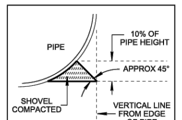
LIMIT OF UNCLASSIFIED BACKFILL COST TO BE INCLUDED IN THE PRICE OF PIPE

STANDARD TRENCH INSTALLATION
(PIPE CULVERT INSTALLATION DETAIL)
NOTE: CENTER PIPE IN TRENCH
SEE GENERAL NOTE (B)

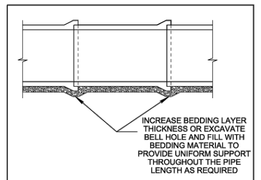
TABLE A	
REINFORCED CONCRETE PIPE	
FILL HEIGHT	CLASSIFICATION (AASHTO M170)
≤ 16	III
> 16 TO ≤ 24	IV
> 24 TO ≤ 38	V
> 38	SPECIAL DESIGN



IMPROVED FOUNDATION DETAIL
SEE GENERAL NOTE (G)



HAUNCH AREA DETAIL



BELL HOLE DETAIL
SEE GENERAL NOTE (F)

TABLE B

CONCRETE PIPE CULVERT				CLASS "B" BEDDING MATERIAL (CY/LF)	UNCLASSIFIED BACKFILL MATERIAL (CY/LF)
PIPE DIA	PAYMENT ITEM NO (PER L.F.)	CLASS**	MIN.* W		
18"	607-03.02 THRU 607-03-04	III THRU V	59"	0.216	0.336
24"	607-05.02 THRU 607-05-04	III THRU V	66"	0.266	0.479
30"	607-06.02 THRU 607-06.04	III THRU V	73"	0.283	0.581
36"	607-07.02 THRU 607-07.04	III THRU V	80"	0.302	0.683
42"	607-08.02 THRU 607-08.04	III THRU V	87"	0.323	0.787
48"	607-09.02 THRU 607-09.04	III THRU V	94"	0.344	0.891
54"	607-10..02 THRU 607-10.04	III THRU V	101"	0.363	0.989
60"	607-11.03 THRU 607-11.05	III THRU V	108"	0.386	1.105

* FOR " WALL B" WALL THICKNESS.
** NOTE: CONCRETE PIPE CLASSES FOR REQUIRED D-LOAD CAPACITY. MINIMUM CLASS III SHALL BE USED UNDER ROADWAYS.

LEGEND

ID = INSIDE DIAMETER
OD = OUTSIDE DIAMETER
CLASS "B" BEDDING COMPACTED TO 90% STANDARD PROCTOR DENSITY
CLASS "B" BEDDING UNCOMPACTED
FIRM INSITU SOIL OR CLASS "B" BEDDING COMPACTED TO 90% STANDARD PROCTOR DENSITY
HAUNCH AREA, SHOVEL COMPACTED
UNCLASSIFIED BACKFILL (FINE COMPACTABLE SOIL)

NOT TO SCALE

GENERAL NOTES

PIPE MATERIALS:

(A) REINFORCED CONCRETE PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M-170. THE WALL THICKNESS SHALL BE "WALL B" (EXPECT: FOR STRUCTURES DEEPER THAN THE MINIMUM DEPTH, "WALL C" MAY BE USED) AND THE RCP CLASS SHALL BE AS LISTED IN "TABLE A". ALL PIPE MANUFACTURING PLANTS SHALL BE CERTIFIED BY EITHER ACPA OR NPCA. REFER SOP 5-3 FOR MORE INFORMATION.

INSTALLATIONS REQUIREMENTS:

(B) FOR EMBANKMENT AREAS OR WHERE TRENCH CONDITIONS DO NOT EXIST, AN INDUCED TRENCH SOIL EMBANKMENT SHALL BE CONSTRUCTED SEE D-PB-3.

(C) FOR TRENCHES WITH IN SITU SOIL WALLS, THE SOIL SHALL BE AT LEAST AS FIRM AS THE MAJORITY OF THE SUBGRADE AS DETERMINED BY THE ENGINEER. SOIL NOT MEETING THIS REQUIREMENT SHALL BE REMOVED AND REPLACED.

(D) FOR ADDITIONAL INSTALLATION INFO SEE SECTION 27 "CONCRETE CULVERTS" OF THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES AND ASTM C-1479-10.

(E) ONLY AS MUCH TRENCH AS CAN BE SAFELY MAINTAINED SHALL BE OPENED. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED TO THE MINIMUM COVER DEPTH 12" ABOVE THE PIPE AS SOON AS PRACTICABLE, BUT NOT LATER THAN THE END OF EACH WORKING DAY IN ACCORDANCE WITH THE COMPACTED REQUIREMENTS.

(F) JOINTS BETWEEN PIPES REQUIRE A RUBBER GASKET MEETING ASTM C443. AT CONNECTIONS TO STRUCTURES USE NON-SHRINK GROUT OR RUBBER GASKET PER C923 OR C1478.
WHERE PIPE WITH BELLS ARE INSTALLED, BELL HOLES SHALL BE EXCAVATED IN BEDDING TO SUCH DIMENSIONS THAT THE ENTIRE LENGTH OF THE BARREL OF THE PIPE WILL BE SUPPORTED BY THE BEDDING WHEN PROPERLY INSTALLED AS SHOWN IN BELL HOLE DETAIL.

(G) WHERE THE TRENCH FOUNDATION IS FOUND UNACCEPTABLE OR LOCATION WHERE THE WATER TABLE IS FOUND HIGH:

(1) IMPROVED FOUNDATION OR EXCAVATABLE FLOWABLE FILL (EFF) MAY BE USED AT ENGINEER'S INSTRUCTION AS SHOWN ON THIS SHEET. AS NEEDLED THE COST OF REMOVAL OF UNSATISFACTORY BEDDING MATERIAL AND REPLACEMENT WITH SATISFACTORY MATERIAL, INCLUDING GEOTEXTILE, WILL BE PAID SEPARATELY.

(2) FIELD ENGINEER SHALL REVIEW SITE CONDITIONS TO CONFIRM TYPICAL BEDDING AS SHOWN IS ADEQUATE TO PROVIDE STRUCTURAL SUPPORT OR FOUNDATION IMPROVEMENT IS REQUIRED.

(H) FOR MULTIPLE PIPES MINIMUM SPACING BETWEEN PIPES IS:

36" PIPES AND SMALLER: EQUAL TO THE OUTSIDE DIAMETER OF THE LARGEST PIPE.

PIPES LARGER THAN 36": EQUAL TO HALF THE OUTSIDE DIAMETER OF THE LARGEST PIPE.

(I) FOR MINIMUM COVER DEPTHS FOR CONSTRUCTION LOADS SEE D-PB-3.

(J) CLASS "B" BEDDING MAY NOT BE REQUIRED UNDER SIDE DRAINS FOR PRIVATE DRIVES, FIELD ENTRANCES, PIPES OUTSIDE THE SHOULDER LIMITS OF INTERCHANGE RAMPS, OR PIPES OUTSIDE NORMAL SLOPE LINES. BEDDING TYPE AS PER STANDARD SPECIFICATION 204.10.B.

(K) ARCH AND OVAL SHAPED PIPE CULVERTS SHALL BE INSTALLED THE SAME AS CIRCULAR WITH O.D. EQUAL TO THE WIDEST HORIZONTAL DIMENSION ON THE PIPE. TO ESTIMATE BEDDING MATERIAL FOR THESE PIPES WITH INTERNAL WIDTH THE SAME AS DIAMETER IN THE TABLE, MULTIPLY BEDDING QUANTITY BY 0.5 FOR THE SHOWN MINIMUM TRENCH DIMENSIONS.

BEDDING AND BACKFILL REQUIREMENTS:

(L) CLASS "B" BEDDING MATERIAL MEETING THE REQUIREMENTS OF CONSTRUCTION SPECIFICATION SUBSECTION 204.04 SHALL BE PLACED IN LIFTS, NOT TO EXCEED 6 INCHES, TO THE PIPE SPRINGLINE. A MINIMUM COMPACTION LEVEL OF 90% OF THE STANDARD PROCTOR DENSITY PER AASHTO T99 SHALL BE ACHIEVED BY USE OF VIBRATORY PLATE.

(M) UNCLASSIFIED BACKFILL SHALL BE PLACED AND COMPACTED IN LAYERS NOT EXCEEDING A 8 INCH LOOSE LIFT THICKNESS AND BROUGHT UP EVENLY AND SIMULTANEOUSLY ON BOTH SIDES OF THE PIPE TO AN ELEVATION NOT LESS THAN ONE FOOT ABOVE THE TOP OF THE PIPE.

UNCLASSIFIED BACKFILL TO THE LIMIT OF PIPE BACKFILL LINE SHALL BE COMPACTED IN ACCORDANCE TO STANDARD SPECIFICATION 204.11. HYDRO-HAMMER TYPE OF COMPACTORS MAY BE USED AROUND THE PIPE HOWEVER THEY SHALL NOT BE USED DIRECTLY OVER THE PIPE TO PREVENT ANY DAMAGE. ALL COMPACTION EQUIPMENT USED SHALL BE APPROVED BY THE ENGINEER.

(N) PLACE 6 INCHES MINIMUM OF CLASS "B" BEDDING MATERIAL, ALONG WITH SUFFICIENT ADDITIONAL CLASS "B" BEDDING MATERIAL ACCURATELY SHAPED AS SHOWN IN HAUNCH AREA DETAIL.

(O) **END TREATMENTS**:

(1) ALL CROSS DRAINS (PERPENDICULAR) PLACED UNDER A MAINLINE ROADWAY REQUIRE TYPE U ENDWALLS CONFORMING TO THE ROADWAY FILL SLOPE AS SHOWN ON STANDARD DRAWINGS D-PE-15A THROUGH D-PE-48A FOR END WALL GEOMETRY AND D-PE-99 FOR GRATE DETAILS. ALL CULVERT ENDWALLS LOCATED WITHIN THE CLEAR ZONE (S-CZ-1) REQUIRE A SAFETY GRATE (18" OR 24" PIPE ENDWALLS MAY OMIT THE STEEL GRATE). ALL CROSS DRAIN CULVERTS LARGER THAN 48" MUST BE PROTECTED BY A GUARDRAIL OR ENDWALL OR MUST BE PLACED OUTSIDE THE CLEAR ZONE. CROSS DRAIN ENDWALLS PLACED OUTSIDE THE CLEAR ZONE MAY USE TYPE A (D-PE-1), TYPE B (D-PE-9 THRU 9F), OR STRAIGHT HEADWALL (D-PE-4) IN LIEU OF TYPE U OR IF THE PIPE END WALL IS PROTECTED BY A GUARDRAIL.

(2) ALL SIDE DRAINS (PARALLEL) PLACED UNDER A SIDE ROAD, DRIVEWAY, OR FIELD ENTRANCE, ETC. THAT INTERSECT A MAINLINE ROADWAY, REQUIRE SAFETY ENDWALLS AS SHOWN ON THE D-SEW- SERIES STANDARD DRAWINGS WITH SAFETY GRATE (D-SEW-1A) WITH A MAXIMUM 6:1 TAPER IF THE CULVERT ENDWALLS ARE LOCATED INSIDE THE CLEAR ZONE (S-CZ-1).

(3) ALL MEDIAN CROSSOVER SIDE DRAINS (LONGITUDINAL) PLACED UNDER MEDIAN OPENINGS REQUIRE SAFETY ENDWALLS AS SHOWN ON D-SEW-12D STANDARD DRAWING WITH SAFETY GRATE (D-SEW-1A) WITH MAXIMUM 12:1 TAPER IF THE CULVERT ENDWALLS ARE LOCATED INSIDE THE CLEAR ZONE (S-CZ-1).

(P) **INSPECTION REQUIREMENTS:**

ALL PIPES SHALL UNDERGO INSPECTION ACCORDING TO SECTION 607.09 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR PER SECTION 27 OF AASHTO STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES OR PER ASTM C1840.

(Q) **PAYMENT:**

EXCAVATION FOR PIPE WILL NOT BE MEASURED AND PAID FOR DIRECTLY AND ANY SOIL NOT MEETING REQUIREMENT FOR TRENCHES SHALL BE REMOVED AND REPLACED. ALL COST OF THIS WORK WILL BE INCLUDED IN THE COST OF THE PROPOSED PIPE CULVERT. SEE TABLE B FOR PIPE CULVERT ITEM NUMBERS.

PAYMENT FOR CLASS "B" BEDDING MATERIAL, UNCLASSIFIED BACKFILL TO THE LIMIT LINE, AND/OR IF REQUIRED EXCAVATABLE FLOWABLE FILL AND BEDDING MATERIAL WILL BE INCLUDED IN THE UNIT PRICE OF THE PIPE.

GEOTEXTILE TYPE III TO BE USED ONLY IF IMPROVED FOUNDATION IS REQUIRED, AND WILL BE PAID UNDER ITEM NO.

740-10.03 GEOTEXTILE (TYPE III)(EROSION CONTROL) PER S.Y.

REV. 7-12-07: REVISED GENERAL NOTE (J).
REV. 6-1-09: REVISED GENERAL NOTE (I) AND TITLE NAME. ADDED GENERAL NOTE (J).
REV.2-1-12: REVISED DRAWING NAME ADDED EFF DETAIL. REVISED GENERAL NOTES AND TABLE. ADDED MINIMUM COVER TABLE.
REV. 8-21-12: REVISED GENERAL NOTES. CHANGED BACKFILL MATERIAL.
REV. 1-2-13: REVISED TRENCH DETAILS REVISED BEDDING TABLE.
REV. 3-16-17: CLARIFIED PAYMENT ITEM NO. IN TABLE B.
REV. 06-28-19: REVISED DETAIL FOR STANDARD TRENCH INSTALLATION, TABLE A AND GENERAL NOTES. REDREW SHEET.
REV. 11-30-20: REVISED DETAIL FOR STANDARD TRENCH INSTALLATION, TABLE B AND GENERAL NOTES. ADDED BELL HOLE DETAIL.
REV. 03-04-21: REVISED TABLE B.
REV. 03-01-23: REVISED GENERAL NOTE (G1).

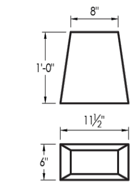
APPROVED BY FHWA
(ALL OTHERS APPROVED BY TDOT)

STATE OF TENNESSEE
STANDARD DRAWING
DEPARTMENT OF TRANSPORTATION

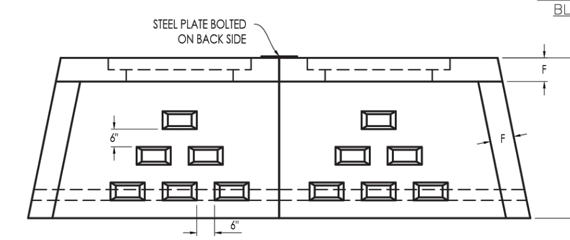
STANDARD DETAILS FOR CONCRETE PIPE INSTALLATION

D-PB-1

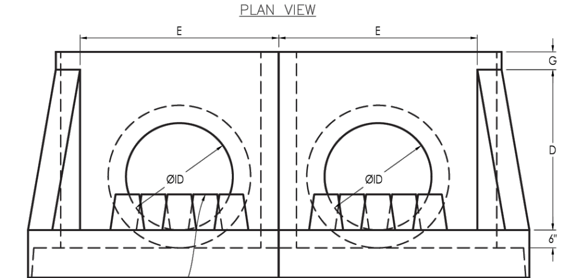
PIPE ID	C	D	E	F	G	TON
12"	30"	26"	24"	6"	-	1.38
15"	30"	26"	24"	6"	-	1.38
18"	30"	26"	24"	6"	-	1.38
24"	44"	36"	36"	8"	6"	3.10
30"	54"	54"	64"	8"	6"	8.10
36"	54"	54"	64"	8"	6"	8.10
42"	54"	54"	64"	8"	6"	8.10
48"	56"	60"	83"	8"	6"	11.40
54"	56"	60"	83"	8"	12"	11.40
60"	56"	60"	83"	8"	27"	11.40



DISSIPATER BLOCK



PLAN VIEW

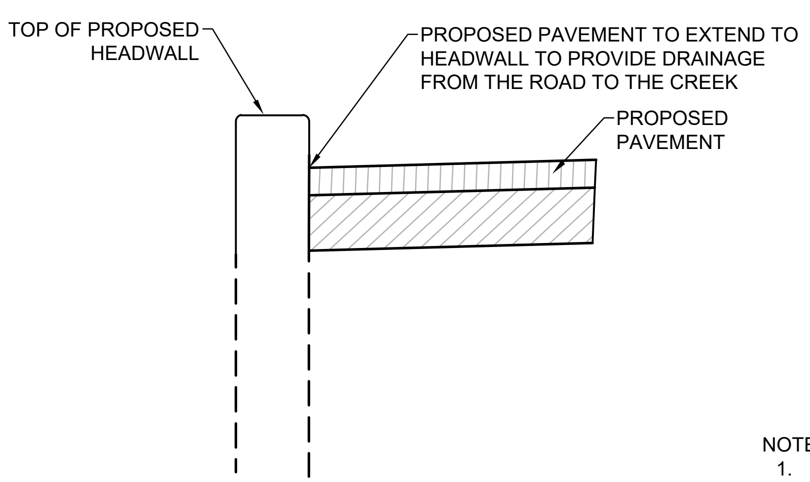


FRONT VIEW

NOTES:
CONCRETE: 4,000 PSI @ 28 DAYS MIN.
REINFORCEMENT: GRADE 60, ASTM A615.
DISSIPATORS CONFIGURATION/ COUNT PENDING HEADWALL SIZE.

PARTS SHOWN:
SW HEADWALL FOR DOUBLE Ø36" RCP

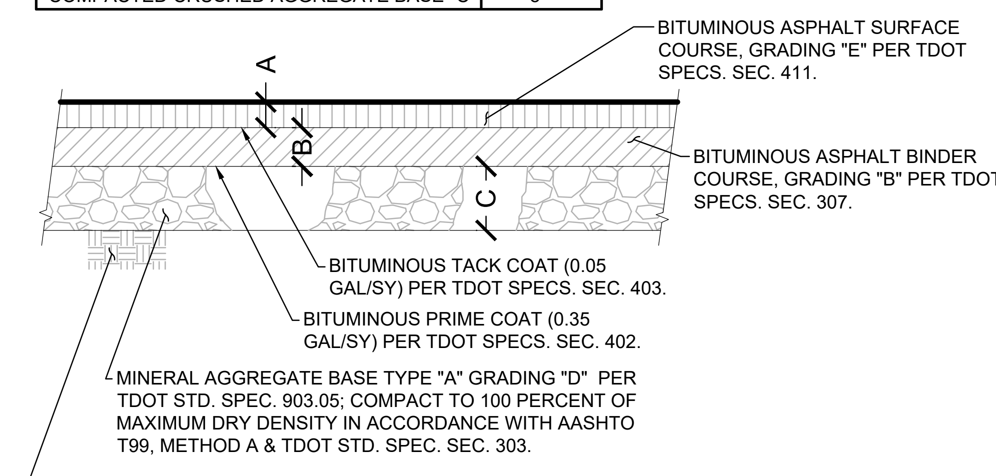
DOUBLE WINGED HEADWALL
NOT TO SCALE



HEADWALL/FLUME AT MANA LANE
NOT TO SCALE

NOTES:
1. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE FROM THE ROAD TO THE CREEK.
2. CONTRACTOR SHALL PROVIDE EROSION CONTROL FROM THE EDGE OF PAVEMENT TO CREEK.

PAVEMENT MATERIALS	SECTION
BITUMINOUS ASPHALT SURFACE MIX "A"	1.5"
BITUMINOUS ASPHALT BINDER MIX "B"	3.5"
COMPACTED CRUSHED AGGREGATE BASE "C"	8"



PAVEMENT SECTIONS
NOT TO SCALE

ASA
ENGINEERING & CONSULTING, INC.
P.O. BOX 108
CHATTANOOGA, TN 37401
www.AsaEngineeringInc.com
423.805.3700

FOR REVIEW ONLY

MANA LANE CULVERT REPLACEMENT
East Ridge, Hamilton County, TN

No.	Revision/Issue	Date

PROJECT NO.	23-0012
DATE	08/21/2026
SCALE	AS SHOWN
DRAWN BY	MAC
CHECKED BY	RAT

TITLE
STANDARD DETAILS

SHEET NO.
SD-1

BID SCHEDULE

MANA STREET CULVERT REPLACEMENT

CONTRACT NUMBER 23-0012

EAST RIDGE, TENNESSEE

DESCRIPTION

Furnish all labor, materials, maintenace of traffic, and incidentals associated with the Mana Street Sanitary Sewer and Culvert Replacement Project. Includes maintaining 1-way traffic at all times during the course of the work; the by-pass pumping and installation of 8" coated DIP sewer main, 2-manholes, and flowable fill; the excavation, removal, and disposal of existing CMP culvert and two (2) headwalls; placement of stone bedding for the new culverts and headwalls; installation of 32-LF each of two (2) runs of 48" RCP; installation of two (2) double 48" pre-cast headwalls; placement of geotextile fabric underlayment and approximately 30-tons of class 2 rip-rap at outlet end of headwall; backfill of culvert excavation with #57 (or approved alternate) stone to within 13" of finished pavement grade; placement of geotextile fabric over #57 stone; placement and compaction of 8" thick mineral aggregate base stone to 1-ft outside of roadway width; placement and compacttion of 3.5" of bituminous concrete binder mix; and placement and compaction of 1.5" of bituminous concrete surface mix (roadway patch is approximately 20-FT wide and 33-FT in

TOTAL BASE BID

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

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

CONTRACTOR:	**DATE:**
BY: (Signature)	**TITLE:**
ADDRESS:	
CITY: **STATE:**	**ZIP CODE:**
TELEPHONE NUMBER:	

STREET IMPROVEMENTS
CONTRACT NO. 20-0081-22

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

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM TOTAL
1	Emergency replacement of 8" Sanitary Sewer Line and Mana Street Culvert in East Ridge, Tennessee (see 301.1 for detailed scope-of-work for this item of work)	L.S.	1	$ 124,150.00	$ 124,150.00
				TOTAL BASE BID, CONTRACT 23-0012	**$ 124,150.00**

Proposed start date: September 28, 2026, or as otherwise mutually agreed.

CONTRACT

ARTICLES OF AGREEMENT entered into this **11th** day of **September 2026**, between the CITY OF EAST RIDGE, TENNESSEE, hereinafter called the City, and **Brown Brothers, Inc.**, hereinafter called the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES ON NEXT PAGE

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

Attest: CITY OF EAST RIDGE

_________________________________ By: _________________________________
City Manager

CONTRACTOR

____
Name

Attest:

_________________________________ By: _________________________________

____
Title

CITY FINANCE OFFICER'S CERTIFICATE

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

This ________ day of _________________________________, 2026.

____
City Finance Officer

CITY ATTORNEY'S APPROVAL

This contract approved as to form and legality this the ____ day of ____________________, 2026.

____
City Attorney

END OF DOCUMENT

PERFORMANCE BOND

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

____ of the State of ______________________, (Corporation, Partnership, or Individual)

the "Principal," and ____
(Name and Address of Surety)

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

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

Contract No. 23-0012

EMERGENCY CULVERT REPLACEMENT AT MANA STREET

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the terms and conditions of the Contract (which includes the Drawings, Specifications, and Contract Documents) and such alterations as may be made in said contract as the documents therein provide for, during the original term thereof and any extensions thereof which may be granted by the Owner, with or without notice to Surety, and during the one-year warranty period, and if Principal shall satisfy all claims and demands and shall fully indemnify, protect, defend, save and hold harmless the Owner, the Engineer, and their agents and employees against and from all costs, expenses, damages, injury, or conduct, want of care, skill, negligence, or default, including compliance with performance guarantees and patent infringement by the Principal, then this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay to Owner any difference between the sum to which the Principal would be entitled on completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, together with any damages, direct or indirect, or consequential, which Owner may sustain on account of such work, or on account of the failure of the Principal to keep and execute all provisions of the Contract.

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

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

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

SIGNATURES NEXT PAGE

CONTRACTOR - PRINCIPAL:

____

By __________________________________

Name _______________________________
(Please Print or Type)

Title ________________________________

ATTEST:

____

Name _______________________________
(Please Print or Type) (SEAL)

Title ________________________________

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

SURETY:

____

By __________________________________

Name _______________________________
(Please Print or Type)

Title ________________________________

WITNESS:

____

Name _______________________________
(Please Print or Type) (SEAL)

Title ________________________________

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

END OF DOCUMENT

RESOLUTION NO. 3853

City of East Ridge

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

MEMORANDUM

TO: **City Council**

FROM: **Mark Litchford**

DATE: **September 10, 2026**

RE: **Development Agreement – Ace Hardware of East Ridge, Inc.**

Ace Hardware of East Ridge, Inc. intends to develop a commercial hardware store for retail use within the Border Region District and has requested the City Council to enter into a Development Agreement Relating to the Border Region Retail Development District pursuant to the Border Region Act, T.C.A. § 7-40-101 *et seq.* The proposed development is located in East Ridge, Tennessee, at the following commonly known address:

3506 Ringgold Road, East Ridge, Tennessee	168D-C-008

The purpose of the Development Agreement is to establish the rights and obligations between the City and the Developer with respect to allocated state tax revenues as provided in the Border Region Act that may be generated on the aforementioned properties, some or all of which are in the District.

RESOLUTION NO. 3853

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH ACE HARDWARE OF EAST RIDGE, INC., RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the City has designated a certain area within the City as a Border Region Retail Tourism Development District (the "District") pursuant to Tenn. Code. Ann. §§ 7-40-401 et seq. (the "Border Region Act"), which District has been approved by the Tennessee Commissioner of Revenue; and

WHEREAS, the City of East Ridge seeks to increase tourism and the competitiveness of the City, County, and State by improving the City's extraordinary retail and other tourism facilities located in the District and to benefit other private and public peripheral retail and tourism developments for the City; and

WHEREAS, development of the District is critical to the growth and sustainability of the tax base of the City; and

WHEREAS, Ace Hardware of East Ridge, Inc. ("Developer"), owns or has a contract to acquire the following property (the "Property"), and intends to construct an economic development project within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. ("Border Region Act"), such economic development project expected to be a commercial hardware store for retail use;

3506 Ringgold Road, East Ridge, Tennessee	168D-C-008

WHEREAS, Developer has requested a financial incentive package from the East Ridge Industrial Development Board ("Board") consistent with the Act; and

WHEREAS, some or all of the Property lies within the District and therefore may be eligible for the receipt of Border Region State sales tax revenues generated by the retail businesses; and

WHEREAS, there has been submitted to the Board the proposed form of a Development Agreement Relating to Border Region Retail Tourism Development District (the "Agreement") between the Board and the Developer pursuant to which the Board would agree to distribute certain of the state sales and use taxes allocable to the Board to Developer that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act ("Financial Incentive Package") to reimburse certain costs of the Project that are eligible to be paid under the Border Region Act; and

WHEREAS, the Financial Incentive Package shall be distributed in accordance with the Development Agreement to Developer; and

WHEREAS, the establishment of a the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the District and is also intended to accompany the construction and development of other projects within the District and create a financially and economically positive impact on the District and other public or private peripheral development for the District throughout the City and County, including without limitation increased competitiveness, retail projects, jobs, and property values; and

WHEREAS, the City Council deems the approval of the financial assistance and incentive package for Developer to be in the best interest of the citizens of East Ridge; and

WHEREAS, the execution of such Agreement will further the public purposes of the Board and the District by promoting development in the District and enhancing the economic growth of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that

1. It is hereby found and determined that the assistance by the City and the Board with the Project will promote the economy and development in the State of Tennessee and City and the welfare of the citizens thereof.

2. The Development Agreement Relating to Border Region Retail Tourism Development District is hereby approved for the benefit of Developer with said funding to be derived and paid in accordance with the Border Region Tourism Development District Act, pursuant to the terms of the Development Agreement entered into by and between the East Ridge Industrial Development Board and Developer.

3. The Mayor and City Manager are hereby approved and authorized to take all actions necessary to implement this resolution.

4. The officers of the Board are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above and the performance of the Agreement, including, without limitation, taking all actions as are necessary or appropriate to file and to assist the City in filing annual cost certifications with the State of Tennessee Department of Revenue and to receive all state sales and use taxes to which the City or the IDB is entitled under the Border Region Act.

5. The officers of the Board are hereby authorized to sign any and all documents necessary to administer all funds allocated to the Board under the Border Region Act,

including establishing such accounts as such officers deem appropriate to hold funds allocated to the Board, in accordance with this Resolution.

6. Pursuant to T.C.A. § 7-40-107 and in order to advance the proposed development within the District, the City Council irrevocably delegates to the Board the incremental state sales and use tax revenues payable to the City in accordance with T.C.A. § 7-40-101 *et seq*. that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act and the Development Agreement entered into between the East Ridge Industrial Development Board and Developer .

7. All other acts of the officers of the Board which are in conformity with the purposes and intent of this resolution are hereby ratified, approved and confirmed.

BE IT FURTHER RESOLVED that the City of East Ridge, Tennessee, hereby indicates its intention to adopt any and all further resolutions as required by applicable law to effectuate its intentions expressed herein.

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

Adopted this _____day of _________________ 2026

____
Brian W. Williams, Mayor

Attest:

____
Brian Koral, City Manager

Approved as to Form:

____
Mark W. Litchford, City Attorney

DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT

THIS DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT (this "Agreement") is made and entered into as of the ____ day of _____________, **2026**, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF EAST RIDGE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq., (the "IDB"), and **ACE HARDWARE OF EAST RIDGE, INC.**(the "Developer").

W I T N E S S E T H :

WHEREAS, the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. ("Border Region Act"), was enacted to increase tourism and the competitiveness of the State of Tennessee ("State") with bordering states by empowering local governments to encourage the development of extraordinary retail or tourism facilities, including shopping, recreational and other activities; and

WHEREAS, pursuant to the Border Region Act and at the request of the City of East Ridge, Tennessee ("City"), the Commissioner ("Commissioner") of the Department of Revenue for the State Tennessee (collectively with the Commissioner, the "Department") has certified an area within the City as a border region retail tourism development district (the "Border Region District"); and

WHEREAS, after such certification, a portion of the state sales and use tax revenues collected in the Border Region District is being distributed to the City as provided in the Border Region Act (the "Allocated State Tax Revenues"); and

WHEREAS, a Bass ProShop store (the "Extraordinary Retail Facility") has been developed in the Border Region District as an extraordinary retail or tourism facility within the meaning of the Border Region Act; and

WHEREAS, Developer has proposed the development of certain property in East Ridge, Tennessee, at the following commonly known address (the "Property"):

3506 Ringgold Road, East Ridge, Tennessee	168D-C-008

WHEREAS, all or some of the Property is located within the Border Region District and more particularly described or shown on **Exhibit A** attached hereto (hereinafter referred to as the "Project Property"); and

WHEREAS, the Developer intends to construct an economic development project within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility, such economic development project expected to be a commercial hardware store for retail use; and

WHEREAS, most or all of the Project Property lies within the District and may be eligible for the receipt of Border Region State sales tax revenues generated by the retail business; and

WHEREAS, the establishment of a the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the District and is also intended to accompany the construction and development of other projects within the District and create a financially and economically positive impact on the District and other public or private peripheral development for the District throughout the City and County, including without limitation increased competitiveness, retail projects, jobs, and property values; and

WHEREAS, the execution of such Agreement will further the public purposes of the Board and the District by promoting development in the District and enhancing the economic growth of the City.

WHEREAS, pursuant to the Border Region Act, the City is authorized to delegate to the IDB the authority to carry out any project authorized by the Border Region Act and to incur costs for the any such project; and

WHEREAS, by resolution of the City Council of the City, the City has made such a delegation to the IDB with respect to the Project; and

WHEREAS, pursuant to such delegation, the City has agreed to pay to the IDB certain portions of the Allocated State Tax Revenues described herein that are to be allocated to the City pursuant to the Border Region Act; and

WHEREAS, the IDB has agreed that those certain Allocated State Tax Revenues described herein will be paid to the Developer to reimburse a portion of the costs of the development of the Project as provided herein; and

WHEREAS, pursuant to the Border Region Act, the City and the IDB are authorized to provide such incentives or financial support in the Border Region District as they deem appropriate in support of an economic development project, within the meaning of the Border Region Act; and

WHEREAS, for the purpose of establishing the rights and obligations of the parties with respect to the matters described above and related matters, the parties have entered into this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

ARTICLE I
INCORPORATION OF RECITALS AND FINDINGS OF IDB

Section 1.01 Incorporation of Recitals. The Recitals are an integral part of this Agreement and are incorporated herein by reference as though set forth in full herein.

Section 1.02 Findings of the IDB. The IDB finds that, when completed, the Project described herein will generate significant sales tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant ad valorem property tax revenues for Hamilton County, the City of East Ridge, and the Hamilton County Board of Education, will generate significant sales tax revenue for Hamilton County and the City of East Ridge, and will create multiple employment opportunities. In addition, the IDB further finds that various site development work and improvements as proposed herein will also encourage further future commercial and economic development and/or expansion on properties adjoining and in the vicinity of Project Property and within the Border Region District and said anticipated future development will also generate sales tax revenue and ad valorem property tax revenue and will create employment opportunities. The IDB finds that an agreement whereby the City and/or the IDB provides incentives or financial support to the Developer to undertake the development of the Project to further enhance and encourage commercial retail development within the Border Region District is consistent with the authorization established pursuant to the Border Regions Act and is appropriate within the purpose, intent and meaning of the Border Regions Act, and is a cost effective and efficient use of the public funds of the City of East Ridge and the IDB. The IDB finds that entering into this Agreement is beneficial to and in the best interests of the City of East Ridge and its citizens and further finds that the transaction described herein is beneficial, from both economic development and other perspectives, to the City of East Ridge.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of Developer. The Developer represents and warrants for the benefit of the IDB and the City as follows:

(a) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(b) Binding Obligations. This Agreement is a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms, subject to applicable insolvency laws and equitable principles.

(c) No Litigation. No litigation at law or in equity or proceeding before any private individual or entity or any governmental agency involving the Developer is pending or, to the knowledge of the Developer, threatened, in which any liability of the Developer is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Developer or the performance of its obligations hereunder, including the development of the Project.

(d) No Default. The Developer is not in default under or in violation of, and the execution, delivery and compliance by the Developer with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of (i) any material agreement or other instrument to which the Developer is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Developer or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) Relationship to Border Region District. The construction and development of the Extraordinary Retail Facility and the development of the area surrounding the Extraordinary Retail Facility was an essential factor in the Developer undertaking the Project, and the economic activity generated by the Extraordinary Retail Facility will contribute materially to the economic success of the Project, which Project will provide ancillary retail support to the Extraordinary Retail Facility.

Section 2.02. Representation and Warranties of IDB. The IDB represents and warrants for the benefit of the Developer as follows:

(a) Organization. The IDB is a public non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has the power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and as hereby contemplated.

(b) Authority. The IDB has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the IDB.

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of the IDB enforceable against the IDB in accordance with its terms, subject to applicable insolvency laws and equitable principles; provided, however, that this subsection shall not be construed as a representation or warranty that the Commissioner of Revenue of the State of Tennessee (the "Commissioner") will accept, confirm or approve any cost certification made by the City and/or the IDB to the Commissioner under the Border Region Act.

(d) No Litigation. No litigation at law or in equity or proceeding before any governmental agency involving the IDB is pending or, to the knowledge of the IDB, threatened, in which any liability of the IDB is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the IDB or the performance of its obligations hereunder.

(e) No Default. The IDB is not in default under or in violation of, and the execution, delivery and compliance by the IDB with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of, (i) any material agreement or other instrument to which the IDB is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the IDB or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

ARTICLE III
UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES

Section 3.01. Undertaking of Development. The Developer will cause the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without limitation a retail hardware store in substantially the manner shown on the site plan and schematic renderings attached hereto as **Exhibit B**. The Developer will commence construction of the Project not later than one (1) month following the date of this Agreement with an anticipated completion date of eight (8) months following the date of this Agreement.

Section 3.02. Prohibited Retail Uses. During the period that the Developer is receiving payments pursuant to this Agreement, the IDB shall first be provided an opportunity to approve any replacement retail operations or business or any successor business in the Project. The Developer will not permit any use in the Project that does not generate Allocated State Tax Revenues or that is not appropriate for a first-class retail facility, including pawn shops, adult book and entertainment facilities, tanning salons, check cashing and payday loan facilities and similar types of establishments. The Developer will not permit any retail business to relocate any existing retail establishments located within fifteen (15) miles of the Border District to the Project unless the rentable retail sales space for the relocated establishment is increased by thirty-five percent (35%) or more of the existing retail establishment.

Section 3.03. Financial Assistance to Developer.

a) Subject to the terms and conditions of this Agreement, including without limitation the priority of payments to the Bass Pro Developer, as defined and described in Section 3.04 hereof, and in accordance with the Border Region Act, the IDB has determined that the provision of financial assistance to the Developer will further the purposes of the Border Region Act and the economic development of the City and the IDB hereby agrees to grant the Developer the amounts hereinbelow contingent upon satisfaction of the conditions provided in this Agreement.

b) Subject to the conditions set forth in this Agreement, the IDB agrees to pay or otherwise assign to the Developer annually (the “Annual Incentive Amount”) for the period and conditions set forth in Section 5.19 of this Agreement an amount equal to a percentage of the Allocated State Tax Revenues attributable solely from the sales or use taxes derived from retail businesses operating on the Project Property "Project State Tax Revenues" pursuant to the Border Region Act. The percentages of the Project State Tax Revenues owed to Developer that will determine the Annual Incentive Amount are set forth herein as Section 3.03(b)(i). For purposes of making the calculation of the Annual Incentive Amount, the "base tax revenue" as defined in the Act shall be allocated proportionately based upon the sales and use taxes generated by or derived from the Project Property as to which the calculation is being made. The base tax revenue on the Project Property is estimated at Fifty Thousand and 00/100 Dollars ($50,000.00).

i. The Annual Incentive Amount owed to Developer is equal to the following percentages of the Project State Tax Revenues, subject to the base tax revenue as provided herein, which revenues are projected in the spreadsheet attached hereto as **Exhibit C**:

Project State Tax Revenues shared between Developer and the City	
Developer Share	City Share
80%	20%

c) It is understood that such payments are for the purpose of reimbursing the Developer up to eighty percent of the eligible "costs" within the meaning of the Border Region Act incurred by or on behalf of the Developer relating to the Project and/or the Project Property, including financing costs of Developer relating thereto, costs of acquisition, development, construction and improvement of the Project, and other costs identified by the Developer relating to the development of the Project and/or the Project Property, that are eligible and approved by the Commissioner to be reimbursed under the Border Region Act.

d) The Developer shall provide a list of the eligible costs periodically, but not less than annually within thirty (30) days after the end of each of the City's fiscal years ending on June 30th of each year (a "Fiscal Year"), for each and every eligible cost for which the Developer claims reimbursement hereunder and shall update such list from time to time on at least an annual basis as additional costs are incurred at such times as are needed to permit the City and/or the IDB to submit such costs for approval by the Developer with respect to debt incurred to finance costs related to the Project Property; provided that in no event shall the annual interest rate on the debt resulting in any interest expense to be reimbursed exceed the highest lawful rate under applicable state law if other than Tennessee or federal law or if no such other law is applicable, under the Tennessee formula rate (within the meaning of T.C.A. § 47-14-103) at the time such debt was incurred. The Annual Incentive Amount payable to the Developer pursuant to this Agreement shall be payable solely from Project State Tax Revenues allocated to the IDB. The IDB and/or the City will submit the cost certification summaries required by the Border Region Act on an annual basis and shall request a distribution from the State of such Allocated State Tax Revenues as the City and/or IDB determine, in good faith, are properly subject to certification and distribution under the Border Region Act, subject in all respects to the review and final determination of the Department. The parties will fully cooperate in submitting such cost certifications. The Annual Incentive Amount shall be paid to the Developer within thirty (30) days after the City receives its annual allocation of Allocated State Tax Revenues from the State of Tennessee under the Border Region Act; provided, however, any Annual Incentive Amount is expressly subject to Developer's satisfaction of all obligations and conditions under this Agreement and the priority of payments to the Bass Pro Developer, as described in Section 3.04 hereinbelow.

e) Notwithstanding anything contained in this Agreement to the contrary, neither the City nor the IDB guarantees, warrants, represents or otherwise assures the Developer of the availability, amount, eligibility, allocation or receipt of any Allocated State Tax Revenues, Project State Tax Revenues or other revenues under the Border Region Act, or of any particular Annual Incentive Amount. The Developer acknowledges and agrees that any payment to the Developer under this Agreement is payable solely from Allocated State Tax Revenues actually received by the IDB and otherwise available for such payment in accordance with this Agreement and the Border Region Act. Neither the City nor the IDB shall have any obligation to fund, supplement, replace or otherwise make up any deficiency, shortfall or reduction in such revenues from any other funds or sources. The Developer further acknowledges and agrees that the Department has final authority with respect to all matters within the jurisdiction of the Department under the Border Region Act, including, without limitation, the determination of whether particular costs constitute eligible costs, whether particular sales or tax revenues are eligible for allocation or distribution under the Border Region Act, the amount of any such eligible costs or revenues, and the amount of any Allocated State Tax Revenues payable with respect to the Project. Any certification, submission, calculation, estimate or request made by the City or the IDB pursuant to this Agreement is subject to review, modification, rejection and final determination by the Department. No determination, certification, calculation, estimate or representation made by the City or the IDB shall be construed as binding upon the Department or as creating any right or entitlement in favor of the Developer to any particular amount of Border Region revenues. The Developer expressly assumes the risk that any cost submitted for reimbursement may be determined by the Department not to constitute an eligible cost, that any sales or tax revenues attributed or estimated by the parties may be determined by the Department to be ineligible or attributable in a different amount, and that the Department may approve, modify, reduce or reject any certification or request submitted by the City or the IDB. The Developer shall have no claim against the City or the IDB arising solely from any such determination, modification, reduction, rejection or failure by the Department to approve or distribute any Border Region revenues.

Section 3.04. Effect of Bass Pro Developer Allocation. The Developer acknowledges that the City and the IDB have previously agreed to pay to Exit One LLC (the "Bass Pro Developer"), as the developer of the Extraordinary Retail Facility, and affiliates of the Bass Pro Developer an annual amount equal to the Allocated State Tax Revenues derived from the parcel on which the Extraordinary Retail Facility is located and certain other parcels (the "Bass Pro Developer Parcels") plus the Allocated State Tax Revenues derived from the first $10,000,000 of incremental sales above the base sales (as calculated pursuant to the Border Region Act) in the Border Region District (other than Bass Pro Developer Parcels) prior to the creation of the Border Region District as provided in that certain Development and Allocation Agreement Relating to Border Region Retail Development District dated as of June 20, 2014, between the IDB and the Bass Pro Developer (the "Bass Pro Development Agreement"). If in any future Fiscal Year, the incremental sales in the Border Region District (other than from the Bass Pro Developer Parcels) are not in excess of $10,000,000 due to business closures or other unexpected reasons, the Developer acknowledges that the City and the IDB will not have sufficient unencumbered Allocated State Tax Revenues derived from such Fiscal Year to pay the Annual Incentive Amount to the Developer because all or a portion of the Allocated State Tax Revenues derived from the Project Property would be required to be used to make the required payment to the Bass Pro Developer. In any year in which the available Allocated State Sales Revenues are not sufficient to pay the Annual Incentive Amount to the Developer and similar annual incentives to other property owners or developers in the District, the amount paid to the Developer and other recipients of similar annual incentives shall be reduced proportionately based upon the respective Allocated State Tax Revenues received from the respective parcels as to which the incentives relate. If the Allocated State Tax Revenues for any Fiscal Year are insufficient to pay the Annual Incentive Amount for the reasons described in this Section, the shortfall shall be payable from Allocated State Tax Revenues relating to future Fiscal Year in which the incremental sales (other than from the Bass Pro Developer Parcels) as described above are at least $10,000,000 subject to any other incentive commitments of the City and the IDB, which commitments shall be paid prior to any shortfall being paid.

Section 3.05. Identification of Applicable State Sales and Use Tax Revenues from Project Property and Incremental Tax Revenues. The Developer and the IDB will cooperate fully in identifying no later than thirty (30) days after each June 30 the amount of sales on the Project Property that are subject to state sales or use tax and that produced Allocated State Tax Revenues for the annual period ending on such June 30. In the event such sales data is not publicly available, the parties will use their best efforts to estimate the amount of such sales.

Section 3.06 Conversion to Financing. The IDB acknowledges that the Developer may desire in the future to finance costs incurred by the Developer with respect to the development of the Project and may desire to pledge the Project State Tax Revenues payable to the Developer hereunder to such financing and/or to request the IDB to issue bonds payable from such Project State Tax Revenues, the proceeds of which would be loaned to the Developer to reimburse the Developer for eligible costs. Upon the request of the Developer to assist with such financing, the IDB agrees to cooperate fully with the Developer, at the Developer's expense, to accomplish such financing and will negotiate in good faith such amendments to this Agreement as are necessary to enable such financing, provided such amendments do not increase any liabilities or create recourse financial obligations of the IDB or the City.

Section 3.07. Lender Estoppels. At the request of the Developer, the IDB shall agree to sign (and the IDB shall request the City to sign) such consents, estoppel agreements and other certificates as may be reasonably requested by any lender to the Developer relating to a loan to finance or refinance the cost of the Project so as to provide assurances to such lender that the payments to be made to the Developer under this Agreement have been properly assigned to such lender.

Section 3.08. Reporting Requirements. The IDB will submit or cause the City to submit the annual reports and certifications required by the Border Region Act in order to receive annual disbursements of Allocated State Tax Revenues pursuant to the Border Region Act. At the request of the IDB, the Developer will cooperate fully with the City and the IDB in connection with the submission of the reports and certifications described in this Section. In connection with such submissions, the Developer will provide the City and the IDB with an annual list of all eligible costs and supporting documentation relating thereto.

Section 3.09. Good and Workmanlike Manner. Developer shall perform the site improvement, construction and/or development of the Project in a good and workmanlike, lien-free manner in accordance with all applicable legal requirements and regulations. Developer hereby grants to the IDB, its contractors, agents and employees, a temporary license to enter upon any portion of the Project Property for the purpose of inspecting all or any part of the site improvement, construction and/or development of the Project.

Section 3.10. Warranty. Developer warrants to the IDB that all materials and equipment furnished in connection with the site improvement, construction and/or development of the Project shall be of good quality and new unless otherwise specified, and that all such work shall be of good quality, free from faults and defects. If required by the IDB, Developer shall furnish evidence that is satisfactory to the IDB as to the kind and quality of materials and equipment.

Section 3.11. Termination. The obligations of the IDB under this Agreement shall terminate upon the payment of the final Annual Incentive Amount to Developer as provided in Section 5.19 hereof.

Section 3.12 Compliance with Other Legal Requirements. The Developer acknowledges and agrees that this Agreement does not and shall not be construed to indicate or imply that the IDB, acting as a regulatory or permitting authority or as an instrumentality of the City, as granted or is obligated to grant or has the authority to grant any approval or permit required by law for the development of the Project. The Developer agrees to obtain and comply with all permits, licenses and governmental approvals required for the development of the Project and, upon completion of the Project, to maintain the Project in compliance with all legal requirements applicable thereto. The Developer furthermore agrees, during the term of this Agreement, to pay all taxes levied against the Project Property on or before the date that such taxes would be delinquent.

ARTICLE IV
EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Event of Default. The occurrence and continuance of any of the following events shall constitute an "Event of Default":

(a) failure of the Developer to perform any of its obligations under this Agreement after written notice is given to the Developer of such failure and the Developer has not cured such failure within sixty (60) days of such notice; or

(b) any material representation, warranty, certification or other statement made or deemed made by Developer in this Agreement or in any statement or certificate at any time given by Developer in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect as of the date made; or

(c) a court of competent jurisdiction shall enter a decree or order for relief in respect of Developer in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order is not stayed, or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Developer under any applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Developer, as the case may be, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of Developer for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Developer, and any such event described in this clause (ii) shall continue for sixty (60) days without having been dismissed, bonded or discharged; or

(d) Developer shall have an order for relief entered with respect to it or shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Developer shall make any assignment for the benefit of creditors, or Developer shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or Developer shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to herein or in Section 3.01(c);

(e) Developer enters into an agreement, arrangement or association with any other entity or individual(s), directly or indirectly, including any agreement, arrangement or association with such other entity's officers, owners, directors, agents, affiliates, or associates, that results in, or is intended to result in, or would result in, the decrease or loss of Allocated State Tax Revenues that the City or IDB may realize or be entitled to under this Agreement, including the City's share under Section 3.03 of this Agreement, or under the Border Region Act; or

(f) Developer enters into, without first obtaining written approval by the City and IDB, an agreement, arrangement or association relative to the Project Property or the Project with any other entity or individual(s), directly or indirectly, including any agreement, arrangement or association with such other entity's officers, owners, directors, agents affiliates, or associates, that has or have previously entered into a Border Region development agreement with the IDB and/or City.

Section 4.02. IDB & City Remedies. If a Developer Event of Default occurs hereunder, the IDB may terminate this Agreement upon written notice to the Developer at which time all of the rights and privileges of the Developer hereunder shall cease and be of no further force or effect. Additionally, if the Event of Default is triggered as a result of Section 4.01(e) or 4.01(f), then the IDB and the City shall be entitled to, in addition to all other remedies available at law or as provided in this Agreement, an amount equal to all Allocated State Tax Revenues generated from the Project Property, including Developer's portion of the Allocated State Tax Revenues as provided in Section 3.03 hereof, and all attorneys' fees, costs and expenses incurred by the IDB or the City in connection with enforcing the terms of this Agreement, including all appellate costs, attorneys' fees and expenses.

Section 4.03. Waiver. No failure by the IDB to exercise any right, remedy, or option under this Agreement or any present or future supplement hereto, or delay by the IDB in exercising the same, will operate as a waiver thereof. No waiver by the IDB will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by the IDB on any occasion shall affect or diminish the IDB's rights thereafter to require strict performance by the Developer of any provision of this Agreement. The IDB's rights under this Agreement will be cumulative and not exclusive of any other right or remedy which the IDB may have.

ARTICLE V
MISCELLANEOUS

Section 5.01. IDB Liability. No Personal Liability; No City Liability. THE LIABILITY OF THE IDB FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S INTEREST IN ANY ALLOCATED STATE TAX REVENUES PAYABLE TO THE IDB FROM THE BORDER REGION DISTRICT AND NOT PLEDGED AND, OTHERWISE NOT ENCUMBERED. THE IDB SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB. NO OTHER PROPERTY OR ASSETS OF THE IDB SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF REMEDIES OF THE DEVELOPER HEREUNDER OR RELATING HERETO. UNDER NO CIRCUMSTANCES SHALL THE IDB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY WAIVED BY THE DEVELOPER. NO RECOURSE SHALL BE HAD FOR ANY CLAIM BASED UPON ANY OBLIGATION, COVENANT OR AGREEMENT IN THIS AGREEMENT OR ANY TRANSACTION OR MATTER RELATING HERETO AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, COUNSEL OR AGENT OF THE IDB, WHETHER DIRECTLY OR INDIRECTLY, AND ALL SUCH LIABILITY OF ANY SUCH INDIVIDUAL AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE IDB ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE DEVELOPER MAY ENFORCE THE TERMS OF THIS AGREEMENT THROUGH A CLAIM FOR SPECIFIC PERFORMANCE. THE DEVELOPER ACKNOWLEDGES THAT THE CITY IS A SEPARATE ENTITY FROM THE IDB, AND IN NO EVENT SHALL THE CITY BE RESPONSIBLE FOR THE PERFORMANCE OF ANY OBLIGATIONS OF THE IDB HEREUNDER OR LIABLE FOR ANY CLAIMS AGAINST THE IDB HEREUNDER. FOR THE AVOIDANCE OF DOUBT, THE CITY SHALL HAVE NO LIABILITY OR FINANCIAL OBLIGATION TO THE DEVELOPER ARISING FROM OR RELATING TO (I) THE FAILURE OF THE DEPARTMENT TO APPROVE ANY COST, CERTIFICATION, CALCULATION OR REQUEST SUBMITTED PURSUANT TO THIS AGREEMENT, (II) ANY DETERMINATION BY THE DEPARTMENT CONCERNING THE ELIGIBILITY OR AMOUNT OF ANY COST, SALE, TAX REVENUE OR OTHER AMOUNT UNDER THE BORDER REGION ACT, (III) ANY REDUCTION, DENIAL, DELAY OR FAILURE TO DISTRIBUTE ALLOCATED STATE TAX REVENUES OR PROJECT STATE TAX REVENUES, OR (IV) ANY INSUFFICIENCY OF ALLOCATED STATE TAX REVENUES OR PROJECT STATE TAX REVENUES TO PAY ANY ANNUAL INCENTIVE AMOUNT. NOTHING IN THIS

AGREEMENT SHALL BE CONSTRUED AS AN INDEMNIFICATION, GUARANTY OR OTHER ASSURANCE BY THE CITY OF THE DEVELOPER'S ELIGIBILITY FOR, OR ENTITLEMENT TO RECEIVE, ANY BORDER REGION REVENUES.

Section 5.02. Indemnity. The Developer shall indemnify the IDB and the City and their successors and assigns, and every director, officer, employee, counsel and agent of the IDB (individually, an "Indemnitee") with respect to, and hold each Indemnitee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnitee in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnitee, in any way relating to or arising out of this Agreement (other than as a result of a breach hereof by the IDB), or the development of the Project or the submission of any certificate or report to the State by the IDB or the City in reliance on information provided by the Developer ("Indemnification Liabilities"). The Developer shall reimburse each Indemnitee on demand from time to time for all Indemnification Liabilities incurred by such Indemnitee. Each Indemnitee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 5.02 shall survive the termination of this Agreement.

Section 5.03. Assignment. The Developer may not assign or transfer this Agreement, or any interest of the Developer hereunder, without the prior written consent of IDB. Any such assignment shall not relieve the Developer of its liability for the performance of its duties and obligations hereunder unless IDB consents to such release. If Developer is a corporation, limited liability company, unincorporated association, or partnership, a transfer, assignment or hypothecation of any stock or interest in such corporation, company, association or partnership by any stockholder or partner so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Agreement, shall be deemed to be an assignment of this Agreement. Any transfer of this Agreement from Developer by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Agreement and shall be a violation of this Section. Notwithstanding, the Developer shall be permitted to assign and grant a security interest in its right to receive payments under this Agreement as security for a loan to finance or refinance the cost of the Project. In the event any assignment occurs in violation of this Section, neither the IDB nor the City shall be obligated to assign or otherwise pay any Annual Incentive Amount to any assignee unless otherwise agreed to by the IDB.

Section 5.04. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. For purposes of this Agreement, Developer’s heirs and/or estate shall be considered a permitted assignee and successor.

Section 5.05. Notices. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the Business Day (as defined below) following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third (3rd) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

If to the Developer to:

____

____
____
____

If to the IDB to:

The Industrial Development Board for the City of East Ridge
1517 Tombras Avenue
East Ridge, TN 37412
Attention: Chairman

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Section 5.06. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Venue for any action arising out of this Agreement shall be exclusively in Hamilton County, Tennessee.

Section 5.07. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the IDB and the Developer with respect all matters contained herein. This Agreement contains the sole and entire understanding between the IDB and the Developer with respect to the transactions contemplated by this Agreement.

Section 5.08. Amendment. This Agreement shall not be modified or amended in any respect except by written agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed.

Section 5.09. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.10. Captions. All captions, headings and section and paragraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections, paragraphs or subparagraphs by number refer to the particular section, paragraph or subparagraph so numbered in this Agreement unless reference to another document or instrument is specifically made.

Section 5.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

Section 5.12. Expenses. Each party shall promptly pay all of their own costs and expenses incurred in connection with the performance of their obligations under of this Agreement.

Section 5.13. Term. Unless terminated earlier as provided herein, this Agreement shall be effective as of the date hereof and shall remain in effect until the parties have performed all of their obligations hereunder or until terminated upon default or by mutual agreement of the parties and the City or their successors and assigns.

Section 5.14. No Government Limitation. This Agreement shall not be construed to bind any other agency or instrumentality of federal, state or local government in the enforcement of any regulation, code or law under its jurisdiction.

Section 5.15. Time of the Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

Section 5.16. Business Days. For purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Tennessee. If any date on which performance or notice is due under this Agreement is not a Business Day, performance or notice shall not be due until the next Business Day.

Section 5.17. Approvals by IDB. Any actions in furtherance of the IDB's approval or performance of this Agreement may be carried out by a duly authorized representative of the IDB and does not require the signature(s) of the entire board of directors of the IDB, unless specifically provided otherwise herein or by the IDB's bylaws or by applicable law.

Section 5.18. Approvals by City and Intended Beneficiary. This Agreement is subject to the approval of the East Ridge City Council. Additionally, it is understood by Developer that the City is an intended beneficiary of this Agreement and has the same rights and remedies provided in this Agreement, and may, independent of the IDB, seek to enforce such rights and remedies against the Developer to the extent the City may deem such enforcement necessary or advisable to protect its rights or the rights of the IDB hereunder.

Section 5.19. Payment Obligation Term. The term for the payment obligations as provided in Section 3.03 of this Agreement shall commence only upon the Project having been in operation and generating taxable retail sales for the entirety of a fiscal year defined as July 1 through June 30 of the subsequent year, and continuing thru the close of the FY2047 or upon the date on which the eligible costs of the Project have been fully paid, whichever occurs sooner. To the extent the Border Region District is extended beyond FY2047 in accordance with T.C.A. § 7-40-104(d) or § 7-40-106, and provided eligible costs of the Project have not been fully paid, the parties agree that the Annual Incentive Amount owed to Developer under Section 3.03 beyond FY2047 is adjusted such that the percentages of any available Project State Tax Revenues allowable for the payment of eligible costs of the Project, subject to the base tax revenue as provided herein, shall be split one-half for the Developer and one-half for the City for the duration of any such extension, or until the eligible costs of the Project have been fully paid, which occurs sooner.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF EAST RIDGE, TENNESSEE,
a Tennessee Public Nonprofit Corporation

By:___________________________________
Title: __________________________________

STATE OF TENNESSEE :
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared _______________________, to me known and known to me to be the authorized representative for the Industrial Development Board of the City of East Ridge, Tennessee, and who acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested by said board as the free act and deed of said board for the purposes therein expressed.

WITNESS my hand and official seal this __ day of _________________ 2026.

____
Notary Public

My Commission Expires: __________________

ACE HARDWARE OF EAST RIDGE, INC.,
a Tennessee limited liability Company

By:____________________________________
Title: ___________________________________

STATE OF TENNESSEE :
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared _________________________, to me known or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District as his free act and deed for the purposes therein expressed, on behalf of **Ace Hardware of East Ridge, Inc.**

WITNESS my hand and official seal this __ day of _________________ 2026.

____
Notary Public

My Commission Expires: __________________

The City of East Ridge, Tennessee, executes this Assignment to evidence it's consent to the Development Agreement Relating To The Border Region Retail Tourism Development District with ER Investment, LLC.

THE CITY OF EAST RIDGE, TENNESSEE,
a Tennessee Municipality

By:___________________________________
Title: _________________________________

STATE OF TENNESSEE :
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared ________________________, to me known and known to me to be the authorized representative for the City of East Ridge, Tennessee, and who acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested by said City as the free act and deed of said City for the purposes therein expressed.

WITNESS my hand and official seal this __ day of _________________ 2026.

____
Notary Public

My Commission Expires: __________________

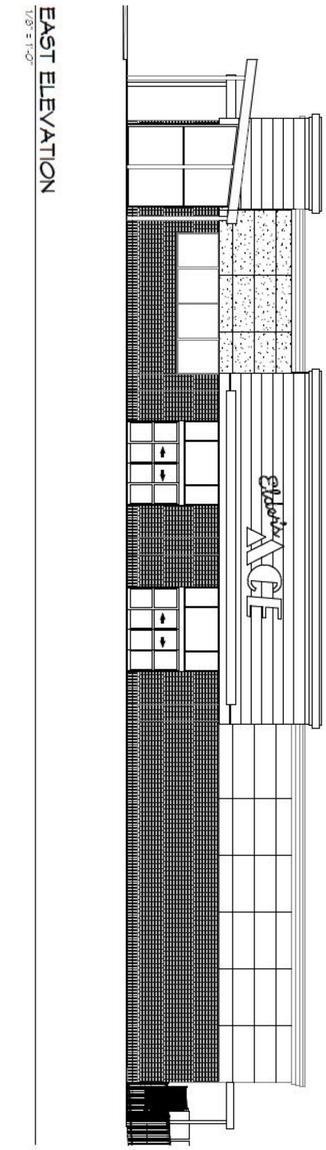
<u>EXHIBIT A:</u>

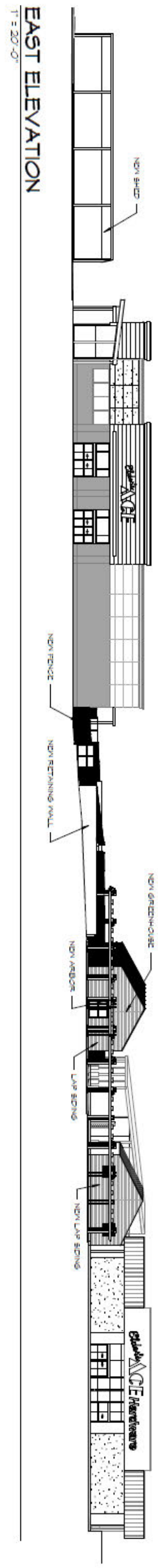
Property Legal Description

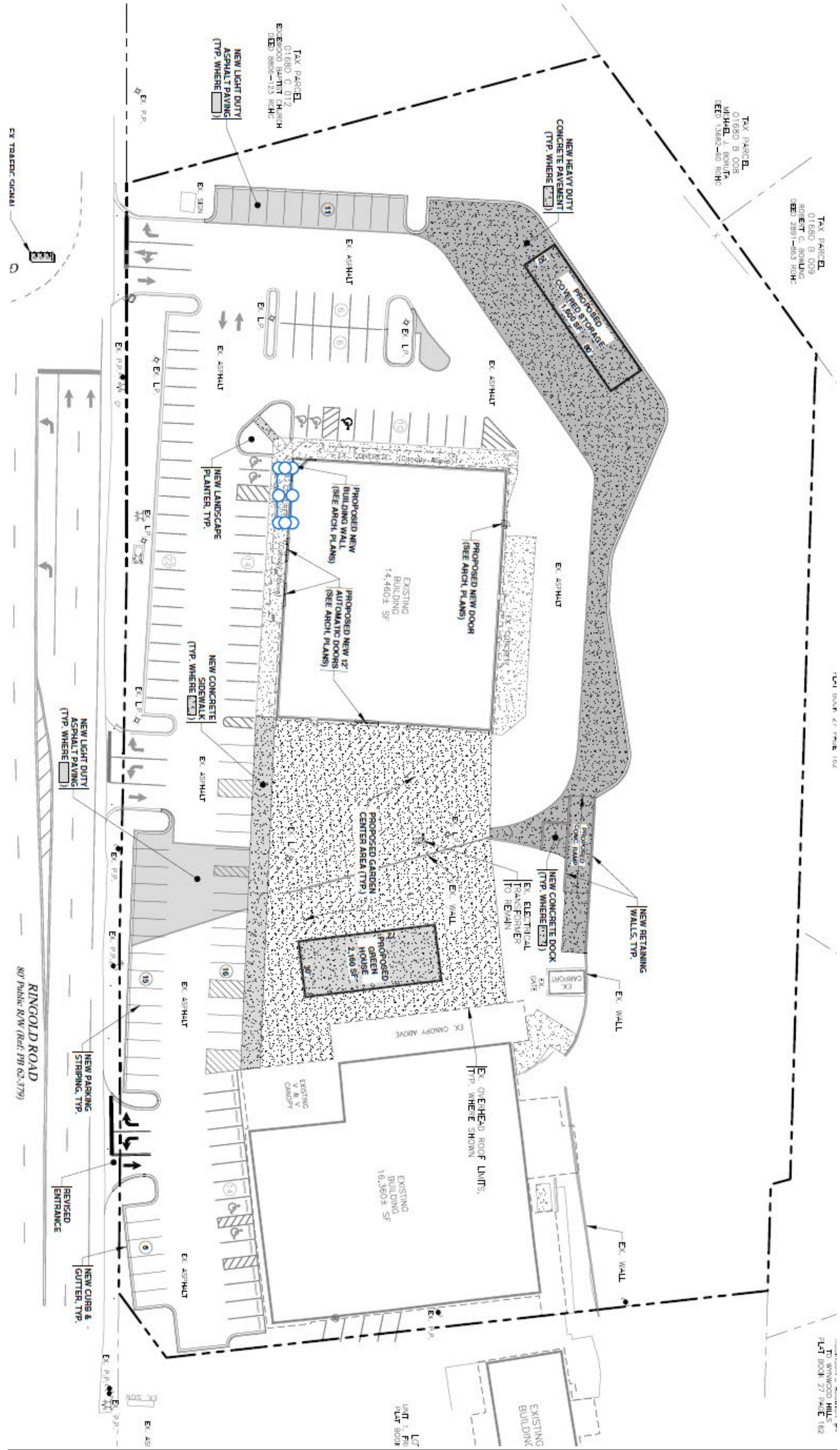
PT LTS 11&12 FRUITLAND FARMS PB 7 PG 32

EXHIBIT B:

Site Plan and Schematic Renderings






RINGOLD ROAD
80' Public R/W (Ref: PB 62-379)
EXISTING BUILDING 14,460± SF
EXISTING BUILDING 16,360± SF
PROPOSED GARDEN CENTER AREA (TYP.)
PROPOSED GREEN HOUSE 2,160 SF
PROPOSED COVERED STORAGE 1,600 SF
NEW RETAINING WALLS, TYP.
NEW CONCRETE DOCK (TYP. WHERE)
EX. ELECTRICAL TRANSFORMER TO REMAIN
NEW LANDSCAPE PLANTER, TYP.
PROPOSED NEW BUILDING WALL (SEE ARCH. PLANS)
PROPOSED NEW 12' AUTOMATIC DOORS (SEE ARCH. PLANS)
PROPOSED NEW DOOR (SEE ARCH. PLANS)
NEW CONCRETE SIDEWALK (TYP. WHERE)
NEW LIGHT DUTY ASPHALT PAVING (TYP. WHERE)
NEW HEAVY DUTY CONCRETE PAVEMENT (TYP. WHERE)
NEW PARKING STRIPING, TYP.
REVISED ENTRANCE
NEW CURB & GUTTER, TYP.
EX. OVERHEAD ROOF LIMITS, TYP. WHERE SHOWN
EX. CANOPY ABOVE
EXISTING V & V CANOPY
EX. WALL
EX. ASPHALT
EX. TRAFFIC SIGNAL

<u>EXHIBIT C:</u>

Projected Annual Incentive Schedule

ACE HARDWARE

Fiscal Year	Taxable Sales Ace Hardware	Border Region Percentage (4.125%)	Net Total (Border Region - Baseline)	Investment Allocation	Aggregate Allocation	Investment Recoupment	City Allocation	City Local Option (1.125%)
2028	$8,258,000.00	$340,642.50	$340,642.50	$272,514.00	$218,011.20	$218,011.20	$122,631.30	$92,902.50
2029	$8,670,900.00	$357,674.63	$357,674.63	$286,139.70	$228,911.76	$446,922.96	$128,762.87	$97,547.63
2030	$8,931,027.00	$368,404.86	$368,404.86	$294,723.89	$235,779.11	$682,702.07	$132,625.75	$100,474.05
2031	$9,198,957.81	$379,457.01	$379,457.01	$303,565.61	$242,852.49	$925,554.56	$136,604.52	$103,488.28
2032	$9,474,926.54	$390,840.72	$390,840.72	$312,672.58	$250,138.06	$1,175,692.62	$140,702.66	$106,592.92
2033	$9,759,174.34	$402,565.94	$402,565.94	$322,052.75	$257,642.20	$1,433,334.82	$144,923.74	$109,790.71
2034	$10,051,949.57	$414,642.92	$414,642.92	$331,714.34	$265,371.47	$1,698,706.29	$149,271.45	$113,084.43
2035	$10,353,508.06	$427,082.21	$427,082.21	$341,665.77	$257,173.71	$1,955,880.00	$169,908.50	$116,476.97
2036	$10,664,113.30	$439,894.67	$439,894.67	$351,915.74	$0.00	$1,955,880.00	$439,894.67	$119,971.27
2037	$10,984,036.70	$453,091.51	$453,091.51	$362,473.21	$0.00	$1,955,880.00	$453,091.51	$123,570.41
2038	$11,313,557.80	$466,684.26	$466,684.26	$373,347.41	$0.00	$1,955,880.00	$466,684.26	$127,277.53
2039	$11,652,964.53	$480,684.79	$480,684.79	$384,547.83	$0.00	$1,955,880.00	$480,684.79	$131,095.85
2040	$12,002,553.47	$495,105.33	$495,105.33	$396,084.26	$0.00	$1,955,880.00	$495,105.33	$135,028.73
2041	$12,362,630.07	$509,958.49	$509,958.49	$407,966.79	$0.00	$1,955,880.00	$509,958.49	$139,079.59
2042	$12,733,508.98	$525,257.25	$525,257.25	$420,205.80	$0.00	$1,955,880.00	$525,257.25	$143,251.98
2043	$13,115,514.25	$541,014.96	$541,014.96	$432,811.97	$0.00	$1,955,880.00	$541,014.96	$147,549.54
2044	$13,508,979.67	$557,245.41	$557,245.41	$445,796.33	$0.00	$1,955,880.00	$557,245.41	$151,976.02
2045	$13,914,249.06	$573,962.77	$573,962.77	$459,170.22	$0.00	$1,955,880.00	$573,962.77	$156,535.30
2046	$14,331,676.53	$591,181.66	$591,181.66	$472,945.33	$0.00	$1,955,880.00	$591,181.66	$161,231.36
2047	$14,761,626.83	$608,917.11	$608,917.11	$487,133.69	$0.00	$1,955,880.00	$608,917.11	$166,068.30
	$226,043,854.52	**$9,324,309.00**	**$9,324,309.00**	**$7,459,447.20**	**$1,955,880.00**		**$7,368,429.00**	**$2,542,993.36**

BR Rev Split	
Developer	80.00%
City	20.00%

Annual Sales Growth	
Year 1	5.00%
Future Yrs	3.00%

Total Investment	
Eligible Investment	$2,444,850.00
Recoup Percentage	80.00%
Aggregate Allocation	$1,955,880.00

Project Budget

Updated: 8/13/2026

Location: East Ridge (Ace Store #5016)

Description: Remodel/Expansion

QUALIFYING COSTS	$2,444,850
NON-QUALIFYING COSTS	$356,080
TOTAL BUDGET	$2,800,930

QUALIFYING COSTS

PRE-WORK	BUDGET
Ace Store Planning	$7,750
Architectual/Engineering	$100,000
Total Planning	**$107,750**

CONSTRUCTION	
Interior Renovation (Walgreens)	$192,500
Mechanical (HVAC, plumbing, elect., etc.)	$107,500
Outdoors/H&G Shop (Old Store)	$40,000
Exterior Renovation (façade, canopy, etc.)	$370,000
Parking Lots/Driveways	$205,000
Gardens	$690,000
Contractor Fees	$358,000
Total Construction	**$1,963,000**

PHYSICAL IMPROVEMENTS/EQUIPMENT	
Fixturing	$170,000
IT/Security/AV	$31,500
Signage	$56,000
Propane	$15,000
Vehicles	$20,000
Total Physical Impr./Equip.	**$292,500**

LABOR	
Week 1	$4,800
Week 2	$4,800
Week 3	$9,600
Week 4	$9,600
Week 5	$9,600
Week 6	$9,600
Week 7	$9,600
Week 8	$9,600
Week 9	$7,200
Week 10	$7,200
Total Labor	**$81,600**

Total Qualifying Costs	**$2,444,850**

NON-QUALIFYING COSTS

INVENTORY - ACE	BUDGET
Dept. 1	$7,500
Dept. 2	$11,000
Dept. 3	$4,500
Dept. 4	$16,000
Dept. 5	$15,500
Dept. 6	$5,000
Dept. 7	$50,000
Dept. 8	$5,000
Impulse/Seasonal/Misc.	$14,000
Total Inventory-Ace	**$128,500**
Discovery Incentive Credit	-$130,000

INVENTORY - DIRECT	
Lumber	$30,000
Power Equipment	$20,000
Outfitter	$55,000
Gardens	$150,000
Gift	$75,000
Ammo & Knives	$5,000
Pet	$15,000
Total Inventory - Direct	**$350,000**
Total Inventory	**$348,500**

TRAVEL	Mileage/Rental	Hotel	Meals	Total
Week 1	$400	$0	$60	$460
Week 2	$400	$0	$60	$460
Week 3	$800	$0	$90	$890
Week 4	$800	$0	$90	$890
Week 5	$800	$0	$90	$890
Week 6	$800	$0	$90	$890
Week 7	$800	$0	$90	$890
Week 8	$800	$0	$90	$890
Week 9	$600	$0	$60	$660
Week 10	$600	$0	$60	$660
Total Travel				**$7,580**

Total Non-Qualifying Costs	**$356,080**

RESOLUTION NO. 3854

AGENDA MEMORANDUM

TEMPORARY SPECIAL EVENT PERMIT APPLICATION
GUNS AND HOSES CHARITY BOXING EVENT

SEPTEMBER 10, 2026

Submitted by:

Jennifer Deitrick

Jennfier Deitrick, City Clerk

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

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

RESOLUTION NO. 3854

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A TEMPORARY SPECIAL EVENTS PERMIT FOR THE SALE, POSSESSION, AND CONSUMPTION OF BEER AT THE GUNS AND HOSES EVENT TO BE HELD AT CAMP JORDAN ARENA ON OCTOBER 30, 2026

WHEREAS, Section 8-220 of the East Ridge Municipal Code authorizes the City Council to issue a Temporary Special Events Permit allowing the sale, possession, and consumption of beer on City-owned property for a period not exceeding three (3) days upon approval of a properly filed application; and

WHEREAS, Robert Baty has submitted an application requesting a Temporary Special Events Permit in connection with the Guns and Hoses event to be held at the Camp Jordan Arena.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of East Ridge, Tennessee, that

SECTION 1. The application submitted by Robert Baty for a Temporary Special Events Permit for the Guns and Hoses event to be held on October 30, 2026, at Camp Jordan Arena is hereby approved pursuant to Section 8-220 of the East Ridge Municipal Code.

SECTION 2. The permit shall authorize the sale, possession, and consumption of beer on October 30, 2026, from 6:00 p.m. until 11:00 p.m., subject to all conditions contained in Title 8, Chapter 2 of the East Ridge Municipal Code.

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

Adopted this ____ day of __________________2026.

____
Brian W. Williams, Mayor

ATTEST:

____
Brian Koral, City Manager

APPROVED AS TO FORM:

____
Mark W. Litchford, City Attorney

CITY OF EAST RIDGE USE ONLY
Date Received: 08/27/2024
Amount Paid: #290.00
Receipt #: 111499

APPLICATION FOR TEMPORARY SPECIAL EVENTS PERMIT

A **$250.00** Non-refundable Permit Application Fee and **$40.00** non-refundable Background Investigation Fee for each person requiring a background investigation must be submitted with the application and can be paid by check, cash, or credit card.

Name of Event: 17th Annual Guns and Hoses Battle of the Badges Boxing Event

Date(s) of Event: Friday October 30 Time(s) of Event: 6:00 pm till 11:30 pm

Location of Event: Camp Jordan Arena

I HEREBY MAKE APPLICATION TO THE CITY OF EAST RIDGE FOR A TEMPORARY SPECIAL EVENTS PERMIT TO SELL FOR CONSUMPTION ON PREMISE BEER UNDER THE PROVISIONS OF CITY OF EAST RIDGE, TN ORDINANCE NO. 1060, AND I BASE MY APPLICATION UPON THE ANSWERS TO THE FOLLOWING QUESTIONS. THE SUBMITTAL OF A SITE PLAN SHOWING THE SERVING AREAS AND MARKING THE ACCESS POINT(S) OF THE SERVING AREA(S) IS REQUIRED AND IT SHALL BE ATTACHED TO THIS APPLICATION.

1. Full Name of Applicant: Robert Baty
2. Applicant's Address: [redacted]
3. Applicant's Phone Number: [redacted] [redacted]
4. Event Manager's Name: Robert Baty
5. Event Manager's Address: Same
6. Event Manager's Phone Number: Work Same Cell Same
7. Has the Applicant and/or Event Manager ever had a beer permit revoked, suspended, or denied in the State of Tennessee? ☐ Yes ☑ No
   If yes, specify where, when, and why:
8. Does the Applicant and/or Event Manager currently hold or have they previously held a beer permit?
   ☐ Yes ☑ No If yes, give the business name, address and dates:
9. Do you agree to observe and fully comply with the rules and regulations governing the sale and consumption of beer which have been adopted and ratified by the East Ridge City Council?
   ☑ Yes ☐ No

10. List five (5) character references below including the person's name, address, email, telephone number and signature. FILL OUT COMPLETELY.

(1) Sheriff Austin Garrett — 600 Market St, Chattanooga, Tn. 37402
(Name) (Address)

[redacted] agarrett@hcsheriff.gov
(Phone & email) (Signature)

(2) Andy Smith — 1600 Central Ave, Chattanooga, Tn. 37408
(Name) (Address)

[redacted]
(Phone & email) (Signature)

(3) Lt. Col Tim Spicer
(Name) (Address)

[redacted] timothy.spicer@tn.gov
(Phone & email) (Signature)

(4) Carlos Hampton
(Name) (Address)

[redacted] champton@chattanooga.gov
(Phone & email) (Signature)

(5) Tim Carroll — Chattanooga
(Name) (Address)

[redacted] timc@hamiltontn.gov
(Phone & email) (Signature)

CERTIFICATION

I HEREBY CERTIFY THAT I AM KNOWLEDGEABLE OF THE LAWS PROHIBITING THE SALE OF BEER TO MINORS IN THE STATE OF TENNESSEE. I FURTHER CERTIFY THAT NO PERSON EMPLOYED IN THE SALE OF BEER AT THIS SPECIAL EVENT HAS BEEN CONVICTED OF ANY VIOLATION OF THE BEER BEVERAGE LAWS OR ANY CRIME INVOLVING MORAL TURPITUDE WITHIN THE PAST 10 YEARS. ALL SERVERS OF BEER MUST BE TWENTY-ONE (21) YEARS OF AGE OR OLDER AND SHALL HOLD AN ALCOHOL SERVER TRAINING CERTIFICATE OR BE ABC CERTIFIED. I ALSO ACKNOWLEDGE THAT A TEMPORARY SPECIAL EVENT (TSE) PERMIT MAY BE DENIED OR REVOKED IF THE EVENT CAUSES TRAFFIC CONGESTION OR INTERFERES WITH THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE ATTENDEES AT THIS EVENT, OR THE SURROUNDING COMMUNITY.

I HEREBY CERTIFY THAT I HAVE COMPREHENSIVELY READ AND FULLY UNDERSTAND ALL PROVISIONS OF CITY OF EAST RIDGE, TENNESSEE MUNICIPAL CODE TITLE 8, AND ORDINANCE 1060, PARTICULARLY THE HOURS OF OPERATION; ALL BEER SOLD SHALL BE IN PLASTIC RECYCLABLE OR METAL CONTAINERS; THE SALE, POSSESSION, AND CONSUMPTION OF BEER SHALL BE CONFINED TO THE DESIGNATED AND SECURED AREAS; THE APPLICANT SHALL BE RESPONSIBLE TO PAY ALL COSTS OF POLICE AND OTHER CITY SERVICES ATTRIBUTABLE TO THE SALE AND CONSUMPTION OF BEER AS DETERMINED BY THE CITY; AND THE APPLICANT SHALL PROVIDE THE CITY GENERAL LIABILITY INSURANCE FOR THE EVENT.

I HEREBY ACKNOWLEDGE AND AGREE THAT THE ISSUANCE OF A TSE PERMIT IS A PRIVILEGE, AND THAT ANY VIOLATION OF ANY OF THE PROVISIONS OR REGULATIONS, ORDINANCE NO. 1060, OR TENNESSEE STATUTES SHALL CONSTITUTE CAUSE TO IMMEDIATELY SHUT DOWN AND/OR TERMINATE THE SALE AND CONSUMPTION OF BEER AT THE EVENT.

I UNDERSTAND THAT A REQUIREMENT OF A BEER PERMIT ISSUANCE IS THE APPLICANT AND EVENT MANAGER WHO WILL SUPERVISE AND/OR SELL AND SERVE THE BEER AT THE EVENT MUST COMPLETE AN ALCOHOL SERVER TRAINING PROGRAM AND/OR BE ABC CERTIFIED.

I UNDERSTAND THAT BY SUBMITTING THIS APPLICATION, A BACKGROUND INVESTIGATION SHALL BE CONDUCTED ON THE APPLICANT AND THE EVENT MANAGER AT A COST OF $32.00 PER PERSON UNLESS A BACKGROUND INVESTIGATION HAS BEEN COMPLETED ON THE APPLICANT BY THE CITY WITHIN THE PREVIOUS NINETY (90) DAYS.

I HEREBY SWEAR OR AFFIRM THAT EACH STATEMENT IN THIS APPLICATION IS TRUE AND CORRECT AND I UNDERSTAND THAT IF ANY STATEMENT CONTAINED HEREIN IS FALSE, THE PERMIT ISSUED WILL BE AUTOMATICALLY FORFEITED AND VOIDED.

_______________________ Signature of Applicant

8-26202[illegible] Date

Sworn to and subscribed before me this 26 day of August, 20 26.

_______________________ NOTARY PUBLIC SIGNATURE

My Commission Expires: Sept 5 2028

RENA M. STONE
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

CITY OF EAST RIDGE USE ONLY

TEMPORARY SPECIAL EVENT PERMIT

☐ APPROVED ☐ DENIED

Authorized Signature

Date

Outlook

RE: Character Reference Request for Temporary Special Event Beer Permit Application

From Garrett, Austin <agarrett@hcsheriff.gov>
Date Fri 8/28/2026 8:40 AM
To Jennifer Deitrick <jdeitrick@eastridgetn.gov>

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

1. Yes
2. No
3. Yes
4. No
5. Yes
6. Yes

Austin Garrett
Sheriff

Office of Hamilton County Sheriff
600 Market Street
Chattanooga, TN 37402
423-209-7000 (o)
agarrett@hcsheriff.gov

From: Jennifer Deitrick <jdeitrick@eastridgetn.gov>
Sent: Thursday, August 27, 2026 4:19 PM
To: Garrett, Austin <agarrett@hcsheriff.gov>
Subject: Character Reference Request for Temporary Special Event Beer Permit Application

Good afternoon,

The City of East Ridge has received an application for a Temporary Special Event Beer Permit from Robert Baty, who provided your name as a reference. Please complete the reference questionnaire and return it within five (5) days. The information you provide will be used solely for the City's review of the permit application.

For your convenience, you may either complete the attached form or simply reply to this email with your answers to the questions below.

Please answer Yes or No to the following:

1. Is the applicant reliable and dependable?

2. To your knowledge, does the applicant have a criminal record?
3. Does the applicant have a positive reputation in the community?
4. Are you aware of any traits, behaviors, or circumstances that would make the applicant unsuitable to hold a beer permit?
5. Does the applicant demonstrate good character and sound judgment?
6. Do you recommend that a Temporary Special Event Beer Permit be issued to this applicant?

Jennifer Deitrick
City of East Ridge | Administration
City Clerk

Main (423) 867-7711 | **Direct** (423) 805-3208

Email jdeitrick@eastridgetn.gov

1517 Tombras Avenue, East Ridge, TN 37412

www.eastridgetn.gov

CHARACTER REFERENCE

The City of East Ridge has received an application for a Temporary Special Event Permit from Robert Baty, who provided your name as a reference. Please complete the questionnaire below and return it within five (5) days.

The completed form may be emailed to jdeitrick@eastridgetn.gov or returned to:

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

The information you provide will be used solely for the City's review of the permit application.

1. Is the applicant reliable and dependable? ☒ YES ☐ NO
2. To your knowledge, does the applicant have a criminal record? ☐ YES ☒ NO
3. Does the applicant have a positive reputation in the community? ☒ YES ☐ NO
4. Are you aware of any traits, behaviors, or circumstances that would make the applicant unsuitable to hold a beer permit? ☐ YES ☒ NO
5. Does the applicant demonstrate good character and sound judgment? ☒ YES ☐ NO
6. Do you recommend that a Temporary Special Event Beer Permit be issued to this applicant? ☒ YES ☐ NO

Andy Smith

PRINTED NAME

SIGNATURE

8/27/26

DATE

Outlook

Re: Character Reference Request for Temporary Special Event Beer Permit Application

From Timothy Spicer <Timothy.Spicer@tn.gov>
Date Fri 8/28/2026 9:33 AM
To Jennifer Deitrick <jdeitrick@eastridgetn.gov>

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

Answers are highlighted below.

From: Jennifer Deitrick <jdeitrick@eastridgetn.gov>
Sent: Thursday, August 27, 2026 3:21 PM
To: Timothy Spicer <Timothy.Spicer@tn.gov>
Subject: [EXTERNAL] Character Reference Request for Temporary Special Event Beer Permit Application

Good afternoon,

The City of East Ridge has received an application for a Temporary Special Event Beer Permit from Robert Baty, who provided your name as a reference. Please complete the reference questionnaire and return it within five (5) days. The information you provide will be used solely for the City's review of the permit application.

For your convenience, you may either complete the attached form or simply reply to this email with your answers to the questions below.

Please answer Yes or No to the following:

1. Is the applicant reliable and dependable? Yes
2. To your knowledge, does the applicant have a criminal record? No
3. Does the applicant have a positive reputation in the community? Yes
4. Are you aware of any traits, behaviors, or circumstances that would make the applicant unsuitable to hold a beer permit? No
5. Does the applicant demonstrate good character and sound judgment? Yes
6. Do you recommend that a Temporary Special Event Beer Permit be issued to this applicant? Yes

Outlook

Re: Character Reference Request for Temporary Special Event Beer Permit Application

From C. D. Hampton <champton@chattanooga.gov>
Date Thu 8/27/2026 4:40 PM
To Jennifer Deitrick <jdeitrick@eastridgetn.gov>

1. Is the applicant reliable and dependable? Yes, he is.
2. To your knowledge, does the applicant have a criminal record? No, not to my knowledge.
3. Does the applicant have a positive reputation in the community? Yes, he does.
4. Are you aware of any traits, behaviors, or circumstances that would make the applicant unsuitable to hold a beer permit? No, I am not.
5. Does the applicant demonstrate good character and sound judgment? Yes, he does.
6. Do you recommend that a Temporary Special Event Beer Permit be issued to this applicant? Yes, I do.

Please, let me know if there are any other questions that I can answer or assist in providing.

Respectfully,

C. D. Hampton
Battalion Chief, District 3 Red
____
City of Chattanooga
Fire Department
910 Wisdom Street
Chattanooga, TN 37406
E: champton@chattanooga.gov
P: 423-643-5600
[redacted]
W: www.chattanooga.gov/fire-department
Follow: @ChattFireDept on Facebook, Twitter, and Instagram

City of East Ridge

1517 Tombras Ave.
East Ridge, TN 37412
(423) 867-7711
Receipt Number: 111499

Miscellaneous Receipt

Name: Guns and Hoses Battle Event

Code:	Beer Licenses & Etc.	Description:	Miscellaneous Receipt
Amt:	$290.00	Reference:	
MR #:	111501	Notes:	oct. 30 CJ Event

GL Account	Description	Amount
110-32210-	Beer Licenses & Etc.	$290.00
Miscellaneous Receipt Totals:		**$290.00**

Payment Information

Check 1953 $290.00 Paid By: Guns and Hoses Battle Event

Amount Tendered:	$290.00
Total Paid:	$290.00
Change:	$0.00

Receipt Date: 9/2/2026 ☐ Voided
Batch: AF - 9/2/2026

Collecting Official, City of East Ridge

9/2/2026 2:59 Page 1 of 1

RESOLUTION NO. 3855

AGENDA MEMORANDUM

Patrol Rifles

Date: 09/24/2026

Submitted by:

Clint Uselton, Chief of Police

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

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

Attachments: Sole Source Letter
Quote

RESOLUTION NO. 3855

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE PURCHASE OF THIRTEEN PATROL RIFLE PACKAGES FOR THE EAST RIDGE POLICE DEPARTMENT FROM TROY INDUSTRIES, INC. AS A SOLE SOURCE PROCUREMENT

WHEREAS, the East Ridge Police Department has determined that certain patrol rifles currently in service have reached the end of their useful life and should be replaced to maintain officer safety and operational readiness; and

WHEREAS, the East Ridge Police Department desires to purchase thirteen (13) patrol rifle packages, including rifles, magazines, sights, slings, and suppressors; and

WHEREAS, the City has received a quote from Troy Industries, Inc. in the amount of Twenty-Five Thousand Sixty-Four Dollars ($25,064.00) for the purchase of thirteen (13) patrol rifle packages; and

WHEREAS, Troy Industries, Inc. has provided documentation establishing that the Troy Patrol Rifle weapon system and related components contain proprietary features, patented technology, and unique specifications available exclusively through Troy Industries, Inc.; and

WHEREAS, the City Council finds that the purchase qualifies as a sole source procurement because the equipment and associated components are available only from Troy Industries, Inc; and

WHEREAS, the purchase was included in the Fiscal Year 2026-2027 budget for the East Ridge Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, hereby approves the sole source purchase of thirteen (13) patrol rifle packages from Troy Industries, Inc. for the East Ridge Police Department in the amount of Twenty-Five Thousand Sixty-Four Dollars ($25,064.00) and authorizes the City Manager or the City Manager's designee to execute all documents necessary to complete the purchase.

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

Adopted _____ day of ___________________ 2026.

____
Brian W. Williams, Mayor

ATTEST:

____
Brian Koral, City Manager

APPROVED AS TO FORM:

____
Mark W. Litchford, City Attorney

1575 Corporate Parkway Blvd.
Clarksville, TN 37040
866-788-6412
www.WorldofTroy.com

Ron Rogers
Director Law Enforcement
Sales & Training
rrogers@troyind.com
413-846-3276 (Cell)

Date: June 1, 2026,

To: Whom it may concern

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

SUBJECT: Sole Source Characteristics of the Troy Patrol Rifle

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

Technical Specifications of the Troy Patrol Rifle:

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

1. TPRS Muzzle device - The Troy Patrol Rifle Suppressor (TPRS) muzzle device is solely available at TROY® Industries. This muzzle device is designed to accept TROY®'s revolutionary over the barrel reflex suppressor. All TPR weapon systems come standard with this muzzle device.

2. The TROY® TPR Suppressor - The TPRS is a revolutionary, over the barrel, reflex suppressor that is manufactured only at TROY®. This suppressor retains capabilities that no other suppressor in its class can achieve. Our suppressor reduces sound more than any other suppressor in its class, has no shift in zero, and reduces back pressure significantly. These capabilities are due to the unique method of manufacturing that TROY® uses to create the suppressor.

3. TROY® Flip Up Battlesights - TROY® battle sights are the flag ship product of the company and have been for 20 years. These patented battle sights are only made by TROY® in Clarksville, TN.

4. TROY® Squid Grips- Every TPR comes with TROY®'s patented squid grips. These are High-Temp Thermo-Silicone M-Lok inserts that will fit into any M-Lok rail. These inserts differ from other companies' design because they allow air to pass through the M-Lok slot thereby venting heat.

5. TROY® Battle Rail- the battle rail that comes on the TPR is unlike any other manufacturer's rail. Although it shares the characteristics common to most free float M-Lok rails, two features qualify this rail as proprietary and sole source: the wall thickness of the rail, and the patented attachment to the upper receiver of the firearm. The industry standard for wall thickness for M-Lok free float rails is 60 thousandths of an inch. Our rails are made with 100 thousandths of an inch wall thickness. This feature combined with the unique machine texturing and M-Lok slot placement make this specification solely available from TROY®. The way the rail attaches to the upper receiver is a patent that uses a mil-spec barrel nut to secure the rail to the upper receiver, using TROY® "Alpha Clamps." The result is that our rails are far more secure than any other attachment method on the market.

6. TROY® Enhanced Recoil Reducing Buffers- Every TPR comes with TROY®'s proprietary two-piece buffer. This buffer is manufactured with a "head" and "tail," that reciprocate in the buffer assembly reducing felt recoil. Unlike standard buffers that other manufacturers use, TROY®'s two-piece buffer does not contain rubber ball bearings that will wear out over time. The TROY® buffer is designed to last decades of service in an agency.

7. The TROY® Pneuma Gas Diverting Charging Handle- Many companies have endeavored to create a charging handle that diverts gas blow back from a suppressor. Most companies use only one channel on the top of the charging handle, TROY® uses two, one on the bottom and one on the top which diverts gas in a superior way. This unique feature combined with a latch that is approximately three times the size of a mil-spec charging handle latch, and ambidextrous wings, make this assembly solely available from TROY® Industries.

8. TROY® barrel print- The TPR utilizes a uniquely designed barrel that has an enhanced receiver extension and build up on the chamber. Our rifles are perfectly gassed with gas ports drilled to the exact specifications to fire the weapon system suppressed or unsuppressed. The TPR has been documented by two independent law enforcement tests to shoot half inch groups at 100 yards.

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

Company Profile:

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

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

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

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

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

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

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

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

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

Ronald B Rogers

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

Phone: 931-330-1981

TROY

Quote Number: 10492

QUOTE

Quote To:	
East Ridge Police Dept 1517 Tombras Avenue East Ridge TN 37412 USA	**Date:** 7/16/2026 **Expires:** 10/16/2026 **Reference:** **Sales Person:** Ron Rogers **Fax:** rrogers@troyind.com
Phone: Fax:	

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

USD

Line	Part / Description	Rev / Drawing	Expected Qty	Unit Price	Ext. Price
1	SSBR-TPR2-11BT-C7 SBR, TPR2, 11.5 Troy Suppressor Compatible Flash Hider, 5.56, Cstm7 - BLK	-	13.00 EA	1,228.00	15,964.00

- QUANTITY BREAKS -

Quantity	Unit Price
1.00 EA	1,228.00 /1

Line	Part / Description	Rev / Drawing	Expected Qty	Unit Price	Ext. Price
2	SSIL-556-KRP5-BT TPRS 5.56 Short Chambered OTB Kryptos - BLK	-	13.00 EA	700.00	9,100.00

- QUANTITY BREAKS -

Quantity	Unit Price
1.00 EA	700.00 /1

Lines Total	25,064.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	**25,064.00**

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

Phone: 931-330-1981

Quote Number: 10492

QUOTE

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

RESOLUTION NO. _____

AGENDA MEMORANDUM
TROPHY BID FOR PARKS AND RECREATION 2026-2027

SEPTEMBER 10TH, 2026

Submitted By:

Shawnna Skiles
Shawnna Skiles, Parks and Recreation Director

Subject: Bid – Trophy Supply for Youth and Adult Sports Programs

The City of East Ridge Recreation Department is accepting sealed bids from qualified trophy vendors to provide awards for our Youth and Adult sports programs.

Trophies will be purchased by sport as needed. The selected vendor will provide items at the awarded pricing from **September 2026 through August 2027**. Quantities listed are estimates and may vary based on program participation.

Bids will be presented to the East Ridge City Council for approval on **September 24, 2026**.

SS