

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

**AGENDA  
August 22, 2024  
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call  
B. Special Presentation – Community Spotlight Award
4. Consent Agenda:
  - A. Approval of Minutes August 8, 2024 Council Meeting
  - B. Declaration of Surplus Property – Building/Codes, Administration, Building Maintenance
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from City Manager
8. Old Business: None
  - A. **ORDINANCE NO. 1205** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1028 WHICH AMENDED THE EAST RIDGE ZONING ORDINANCE NO. 481, BY ADDING AN ADDITIONAL SECTION THERETO, BEING SECTION 111 OF ARTICLE VI (SUPPLEMENTAL REGULATIONS AND EXCEPTIONS), IN THE EAST RIDGE ZONING ORDINANCE (2<sup>nd</sup> and final reading)
  - B. **ORDINANCE NO. 1209** – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2025 OPERATING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2<sup>nd</sup> and final reading)
9. New Business:
  - A. **RESOLUTION NO. 3585** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING A PROPOSAL FROM INPUT GROUP, LLC FOR UPGRADES TO THE AUDIO-VISUAL EQUIPMENT IN THE CITY HALL COUNCIL CHAMBERS

- B. **RESOLUTION NO. 3586** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE AND UPFITTING OF EMERGENCY EQUIPMENT FROM TRUCKER’S LIGHTHOUSE, INC. FOR FOUR CHEVROLET COLORADO TRUCKS THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #202, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)
- C. **RESOLUTION NO. 3587** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE TEN (10) SETS OF TURNOUT GEAR FOR THE FIRE DEPARTMENT FROM NAFECO THROUGH THE SOURCEWELL PURCHASING ALLIANCE CONTRACT LISTING #010424-LIO
- D. **RESOLUTION NO. 3588** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING A NOMINATION TO THE EAST RIDGE HOUSING COMMISSION BY COUNCILMEMBER CAGLE
- E. **RESOLUTION NO. 3589** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY COUNCILMEMBER TYLER TO THE EAST RIDGE HOUSING COMMISSION
- F. **RESOLUTION NO. 3590** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING A NOMINATION BY MAYOR WILLIAMS TO THE EAST RIDGE PLANNING COMMISSION
- G. **RESOLUTION NO. 3591** - A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH EASY AUTO POWERSPORTS, INC. RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO
- H. **RESOLUTION NO. 3592** – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF A GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO PROVIDE SCHOOL RESOURCE OFFICERS (“SROs”) FOR EACH OF THE CITY’S FOUR PUBLIC SCHOOLS AND APPROVING THE CONTRACT WITH THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR THE GRANT
- I. Discussion of Tentative Agenda Items for the **September 12, 2024** City Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A  
TENTATIVE AGENDA**

**September 12, 2024**

3 B. Milestone Awards for August 2024

8. **Old Business:**

9. **New Business:**

A. **RESOLUTION NO. \_\_\_\_\_ – APPROVAL OF AMENDMENTS TO THE FEE WAIVER POLICY FOR THE PARKS AND RECREATION DEPARTMENT**

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

**August 8, 2024  
6:00 pm**

The East Ridge City Council met pursuant to notice on August 8, 2024, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Daniel Beard, Action Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

**Present:** Mayor Williams, Vice Mayor Haynes, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, City Manager Miller, City Attorney Litchford, and City Recorder Middleton.

**Attendance:** 7

**Employee Milestone Awards for July** – Mayor Williams announced two Milestone awards for July, Melissa Mahoney with 15 years of service and Allen Qualls with 5 years of service. The Mayor stated he appreciates these two employees as well as all City employees.

**Approval of Minutes July 25, 2024 Council Meeting** – Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve the minutes. Roll call vote: Vice Mayor Haynes - abstain; Councilmember Cagle - yes; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

**Communication from Citizens:** None

**Communication from Councilmembers:**

Councilmember Tyler, Councilmember Witt, Vice Mayor Haynes, and Councilmember Cagle had nothing at this time.

Mayor Williams announced the following:

- Library
  - Novel Ideal Book Club – August 10<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup> - Book of the month is Bad Monkey
  - Acrylic Pour Coaster Class – August 15<sup>th</sup>, 2:00 – 3:30 pm
  - Learn how to draw Bluey and Bingo – August 24<sup>th</sup>, 10:30 – 11:30 am, registration is required
- Parks and Recreation
  - Last minute School supplies – pick up August 12<sup>th</sup> beginning at 9:00 am
  - Pawsome event - August 24, 11:00 am – 3:00 pm adoption carnival, with games, and waiving adoption fee
  - Camp Jordan Events – Director Skiles came forward to discuss the events.

- Fall Festival – September 28<sup>th</sup>, from 10 am – 5:00 pm – free admission. We have expanded the Children’s zone, plus we have 145 vendors. We have sponsors for the event – Asa Engineering, Parkridge Hospital, First Bank, and Jack’s.
- Registration is still going on for t-ball, baseball/softball, flag football, soccer, and cheerleading. For more information, visit the website at [eastridgeparksandrecreation.com](http://eastridgeparksandrecreation.com)

**Communication from City Manager:**

City Manager Miller provided updates on the following projects:

- N. Mack Smith Road - EPB has completed the overhead lines and underground lines to Fairfield Inn and the Assisted Living Facility. Chattanooga Gas is working on gas lines and should be complete in two to two and one-half weeks. AT&T, EPB, and Comcast will install overhead lines, and Adams Contracting should be ready to start construction by the middle of September or first of October.
- Animal Shelter – Mr. Miller had a walk-through with the contractor, architect, and City staff and developed a punch list for small necessary repairs. He signed off on a substantial completion certificate today, He stated staff could start moving their furniture, fixtures, and equipment in on Monday, August 12<sup>th</sup>. The contractor will complete the items on the punch list. We hopefully can open just after Labor Day.
- Town Center (Multi-purpose pavilion) – Bids will be advertised on Sunday, August 11<sup>th</sup> and will be opened on September 10<sup>th</sup>. After review of the bids, they will be submitted to Council on September 26<sup>th</sup> for consideration of approval.
- Expansion of the Community Center – We hope to bid this project out in April 2025.

**Old Business:**

**ORDINANCE NO. 1205 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1028 WHICH AMENDED THE EAST RIDGE ZONING ORDINANCE NO. 481, BY ADDING AN ADDITIONAL SECTION THERETO, BEING SECTION 111 OF ARTICLE VI (SUPPLEMENTAL REGULATIONS AND EXCEPTIONS), IN THE EAST RIDGE ZONING ORDINANCE (1st reading) (tabled June 13, 2024)** - City Attorney Litchford read on caption. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to bring Ordinance No. 1205 off the table. Councilmember Cagle asked if this item had gone back before the Planning Commission. The Mayor stated that it has not. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

City Attorney Litchford read the caption of Ordinance No. 1205 again. Councilmember Witt made a motion, seconded by Vice Mayor Haynes, to approve Ordinance No. 1205 on first reading. Councilmember Cagle asked if the lights hanging across Camp Jordan Parkway would be allowed. Chief Building Official Howell stated that is considered a canopy and will be allowed. Mr. Cagle also asked in Section B (3) if existing businesses had to conform

to the new regulations as long as they are open. Mr. Howell stated they would be grandfathered in.

Councilmember Tyler made a motion, seconded by Councilmember Witt, to amend Ordinance No. 1205, page 5, to change the language from “shall have sixty (60) days” to “shall have ninety (90) days” and Section B, Part 2 from “business sold” to “business sold two years after the effective date of this ordinance”. Roll call vote: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

Roll call vote on the original motion to approve Ordinance No. 1205 on first reading: Vice Mayor Haynes - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

**New Business:**

**ORDINANCE NO. 1209 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2025 OPERATING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1<sup>st</sup> reading)** – City Attorney Litchford read on caption. Finance Director Qualls stated the amendment is for the down payment on the new fire engine in the amount of \$1 million. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1209 on first reading. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3580 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH S&ME TO PROVIDE DESIGN SPECIFICATIONS AND MONITORING SERVICES FOR THE ABATEMENT OF ASBESTOS AT THE MCBRIEN SCHOOL BUILDING** – City Attorney Litchford read on caption. City Manager Miller stated that S&ME did the asbestos assessment at McBrien and asbestos-containing materials were found. The next step would be to hire an engineering company to do the asbestos abatement design for removal of the asbestos and then put the project out for bid. We have a proposal from S&ME for design specifications and monitoring services in the amount of \$19,780. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3580. Councilmember Tyler asked if it would be more cost effective to demolish the McBrien building. Mr. Miller stated we would still have to abate the asbestos for renovation or demolition. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3581 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PURCHASE A USED PICK-UP TRUCK FOR THE BUILDING AND CODES DEPARTMENT** – City Attorney Litchford read on caption. Chief Building Official Howell stated the Building and Codes Department has a 2012 F-150 Crew Cab that is in very poor condition. It was transferred from Parks and Recreation to the Fire Department and then to Building and

Codes. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3581. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3582 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING BIDS FOR ATHLETIC FIELD EQUIPMENT AND FIELD MAINTENANCE SUPPLIES FOR BASEBALL AND SOFTBALL FIELDS AT CAMP JORDAN PARK FOR FY 2024 – 2025** – City Attorney Litchford read on caption. Director Skiles stated bids were received from four companies. Staff recommends awarding bids based on the lowest bid per item per the attached spreadsheet. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3582. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3583 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO RESCIND RESOLUTION NO. 3542 WHICH APPROVED THE LOW BID FOR CONSTRUCTION OF A MULTI-USE MOUNTAIN BIKE TRAIL AND PEDESTRIAN TRAIL AT CAMP JORDAN PARK AND TO APPROVE THE SECOND LOWEST BID FOR THE PROJECT** – City Attorney Litchford read on caption. Director Skiles stated the bid was awarded to Martin Land Clearing, but they withdrew their bid. Ms. Skiles is recommending the bid be awarded to Lumberjack’s Tree Service, who was the second lowest bidder for the project. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Resolution No. 3583. The vote was unanimous. Motion approved.

**RESOLUTION NO. 3584 – A RESOLUTION OF THE EAST RIDGE CITY COUNCIL TO AMEND AN AGREEMENT BETWEEN THE CITY OF EAST RIDGE AND THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY (“CARTA”)** – City Attorney Litchford read on caption. City Manager Miller stated the City entered into an agreement with CARTA in 2017 to provide Care-A-Van (paratransit services) in the City. The cost is \$10.00 per one-way trip with the City paying \$7.50 and the rider paying \$2.50 per trip. CARTA is proposing a fee of \$20.00 per one-way trip, with the City paying \$17.50 and the rider paying \$2.50. Prices would be double that for round trips. Mr. Miller also stated a grant was involved so we cannot increase what the rider pays. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3584. Councilmember Cagle asked Mr. Miller if he has checked on the transport van the state provides. Mr. Miller is checking on that. The vote was unanimous. Motion approved.

**Discussion of Tentative Agenda Items for the August 22, 2024 City Council Meeting**

- Special Presentation – Community Spotlight Award -
  - Old Business:
  - **ORDINANCE NO. 1205 – Amendments to Sign Ordinance (Lighting Display and Storefront Display Regulations) (2nd and final reading)** - No further discussion.

- **ORDINANCE NO. 1209 – AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND THE FISCAL YEAR 2025 OPERATING BUDGET, ORDINANCE NO. 1206, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading) –** No further discussion.
- **New Business:**
  - **RESOLUTION NO. \_\_\_\_ - Approval of Proposal for Audio/Visual System Equipment and Installation in City Hall Council Chambers** – Human Resources Director Sinigaglio stated the City received four proposals for this project. The proposal includes upgrades to the operating system, replacing both cameras and the TVs. Councilmember Cagle asked if we were going to do anything so that citizens in the back of the room can hear the Council. City Manager Miller stated that Councilmembers must sit within 6 inches of the microphone in order to be heard and must have their microphone on. New microphones were not included in the bid. He also stated you do not want the microphones so sensitive that it picks up everything. Councilmember Cagle asked if speakers could be installed in the back of the Council chambers. The Mayor would like for the City Manager to check the cost of additional speakers.
  - **RESOLUTION NO. \_\_\_\_ - Approval for the Purchase of Equipment and Upfitting of CID Vehicles from Trucker’s Lighthouse, Inc. through the Tennessee Statewide contract** – Assistant Chief Creel is requesting approval to purchase emergency equipment for the four trucks recently purchased for the Police Department. Cost is \$35,375.92 to be paid for from the Drug Fund.
  - **RESOLUTION NO. \_\_\_\_ - Approval for the Purchase of 10 Sets of Turnout Gear for the Fire Department from NAFECO through the Sourcewell Purchasing Alliance** – Chief Williams stated the total cost for the turnout gear is \$37,120. This is part of a three-year plan to replace turnout gear.

Being no further business, the meeting was adjourned.







**ORDINANCE NO. 1205**

AGENDA MEMORANDUM  
AMENDMENTS TO SIGN ORDINANCE  
(Lighting Display and Storefront Display Regulations)

August 22, 2024

Submitted By:

  
J. Scott Miller, City Manager

SUBJECT:

The City Council at their regular business meeting of August 8, 2024 approved first reading of Ordinance No. 1205; which ordinance amends the East Ridge Sign Ordinance as it relates to lighting displays, storefront displays, and monument sign displays. Said ordinance was approved with the following amendments:

- Section 111,B,ii – the language changed from “business sold” to “business sold two years after the effective date of this ordinance.”
- Page 5 – the language changed from “sixty (60) days” to “ninety (90) days.”

Ordinance No. 1205 is before you at this meeting for consideration for second reading and final adoption.

Attachment

JSM/

**ORDINANCE NO. 1205**

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL TO AMEND ORDINANCE 1028 WHICH AMENDED THE EAST RIDGE ZONING ORDINANCE NO. 481, BY ADDING AN ADDITIONAL SECTION THERETO, BEING SECTION 111 OF ARTICLE VI (SUPPLEMENTAL REGULATIONS AND EXCEPTIONS), IN THE EAST RIDGE ZONING ORDINANCE AND AMENDING THE NUMBER OF DAYS FOR COMPLIANCE WITH THIS ORDINANCE**

**WHEREAS**, the City of East Ridge previously adopted the East Ridge Zoning Ordinance, No. 481, which is codified at Chapter 2 of Title 14 of the East Ridge City Code; and

**WHEREAS**, the City of East Ridge adopted Ordinance 1028 which amended Article VI, Sections 108-110, of Ordinance 481 relative to on-premise and off-premise sign regulations; and

**WHEREAS**, the City of East Ridge seeks to establish additional regulations regarding lighting and storefront displays and monument signs within the City to protect the health, safety, and welfare of the inhabitants and visitors to the City of East Ridge and to promote and enhance the aesthetic designs and/or display character and value of and throughout the City; and

**WHEREAS**, the City of East Ridge currently has lighting regulations as set forth in Article VI, Section 107; and

**WHEREAS**, reasonable regulations on lighting and storefront displays and monument signs are also necessary to promote an aesthetic and visually attractive environment that makes the City of East Ridge a desirable place to shop and visit and thereby contributes to the success of all businesses within the City of East Ridge; and

**WHEREAS**, the City of East Ridge recognizes the need to create reasonable regulations for lighting display, storefront displays, and monument signs in order to protect the residents, business owners and visitors from the negative effects of excessive, distracting, unnecessary, and inefficient lighting and to encourage lighting practices that protect against vehicular distraction, driving interference, and flashing light disturbances; and

**WHEREAS**, the adoption of this ordinance would be in the best interests of the health, safety, and welfare of the citizens, residents, and visitors of the City of East Ridge.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that Ordinance No. 1028 is hereby amended by

111 Lighting and Storefront Displays and Monument Sign Displays

The purpose and intent of this section is to promote the health, safety, and welfare of the inhabitants of and visitors to the City of East Ridge by establishing regulations to protect against the negative effects of excessive, distractive, unnecessary and inefficient lighting and to encourage lighting practices that protect against vehicular distraction, driving interference, and flashing light disturbances, as well as to preserve, protect and enhance the aesthetic designs and/or display character and value of and throughout the City by creating reasonable regulations for lighting display, storefront displays, and monument signs.

This section shall provide additional business activity and design guidelines and prohibitions for businesses and establishes display restrictions and lighting display location and lumens guidelines for businesses and monument signs. Signs, lighting displays and storefront displays which are not visible to from the public streets and rights-of-way and/or sidewalks are exempt from these regulations.

A. Lighting Display Regulations for Business Storefronts.

- i. This subsection shall provide additional business activity and design guidelines and prohibitions for businesses located within all commercial, office and manufacturing zoned properties or districts.
- ii. “Accent/Storefront Lighting” shall be defined as lighting which outlines or is attached or affixed on a window, architectural feature, door, door opening, or any portion of a window with the intention to attract customers or attention to a storefront. Lights which outline or are placed on windows, on the building façade, doors, or door openings, either inside or outside of a business, and which are visible to the public, are prohibited.
- iii. Accent/Storefront lighting under this regulation shall include the following: LED/strobe lights, lights that mimic flashing emergency lights, flashing lights, LED/light strips, and LED/rope lights. Non-flashing open signs are allowed, not exceeding 2 ft. x 3 ft. in size.



- iv. Festoon-style low-output lights as defined by the NFPA National Electrical Code shall be permitted in commercial districts when placed in outdoor dining areas, canopies, or awnings attached to a building. Internal illuminated canopies or awnings, where the lights illuminate the awning or canopy are prohibited per Ordinance 1029 - Architectural Design Standards.



- v. Holiday lights installed at the start of the East Ridge Christmas parade and ending on January 7 are exempt from this requirement. Holiday lights which are utilized during this time must be removed or turned off not later than January 7 of each year.

#### B. Storefront Display Regulations.

- i. This subsection shall provide additional business activity and design guidelines and prohibitions for businesses located within all commercial, office, and manufacturing-zoned properties or districts.
- ii. For new construction, renovations of 50%, or business sold two years after the effective date of this ordinance, the maximum window space occupied by signs and merchandise shall not exceed 50% of the total storefront window area.
- iii. For existing businesses, storefront signage that lawfully existed and was maintained on the effective date of this ordinance or any amendment thereto may be continued although while such storefront signage does not conform to all of the provisions contained in this chapter, the following shall apply:
  - (a) 100% visibility for any storefront entrance/exit shall be maintained, and no signage is allowed except Push or Pull “Guidance” Signs no more than 4 in. x 6 in. on entrance /exit doors at the storefront for existing businesses.
- iv. Businesses in operation at the time of this ordinance can continue current storefront signage and on-premises detached signage. However, if a business ceases operations, the owner has thirty days (30) to remove all signage from the business storefront and all detached on-premises signs.
- v. When ownership of the business is sold or renovations exceed 50% of the county tax appraised value, storefront display regulations outlined in this ordinance shall apply.

- vi. If a business closes for renovations or damage, the owner has 180 days to complete the renovation to remain legal but non-conforming. If renovation exceeds 50% of the county tax appraised value of the building, then the following applies.
  - (a) The maximum window space occupied by signs and merchandise shall not exceed 50% of the total front storefront window area and shall apply to new businesses or businesses that have gone through renovations or damage exceeding 50% of the appraised building value.
  - (b) Businesses with non-conforming on-premises signs shall remove all detached signage from the parcel and adhere to the detached on-premises sign standards outlined within Ordinance 1028 – On-premise and off-premise signs
- vii. Renovation/damage shall be defined as renovation, restoration, modifications, addition, or retrofit of a building that exceeds fifty percent 50% of the current appraised value of the building, the appraised value shall be established by the Hamilton County Tax Assessors office
- viii. Existing businesses must comply with new light display regulations within 90 days of the passage of this ordinance.

C. Multi-Tenant Detached Monument or Directory Sign Regulations.

- i. This section shall provide additional design guidelines for monument & directory signs within all commercial, office and manufacturing zoned properties or districts.
- ii. Max sign height shall not exceed 15 feet in height. *See Table 1- size requirements*
- iii. Max sign area shall not exceed 125 sq ft in area per side.
- iv. The sign shall be constructed of the same or similar architectural elements and in similar materials and colors as the buildings as described in Section 109, subsection G, parts (1)(a) – (1)(e).

**Table 1**

**Commercial, Office & Manufacturing, Development's max leasable sq ft.**

If the Square Footage of development is between 0 and 15,000SF, then:

- Max Sign Area including supporting structure may not exceed 80SF
- Max Height of Sign may not exceed 11ft.

If the Square Footage of development is between 15,000SF and 50,000SF, then:

- Max Sign Area including supporting structure may not exceed 100SF
- Max Height of Sign may not exceed 13ft.

If the Square Footage of the development is between 50,000SF and 100,000SF, then:

- Max Sign Area including supporting structure may not exceed 125SF
- Max Height of Sign may not exceed 15ft.

**BE IT FURTHER ORDAINED** that all businesses shall have ninety (90) days from the effective date of this ordinance to bring such business into compliance with this ordinance.

**BE IT FURTHER ORDAINED** that if any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Approved on first reading \_\_\_\_\_ 2024

Approved on second reading \_\_\_\_\_ 2024

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

Attest:

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

Approved as to form:

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

**ORDINANCE NO. 1209**

**AGENDA MEMORANDUM  
BUDGET AMENDMENT**

**August 22, 2024**

Submitted by:

*Diane Qualls*

\_\_\_\_\_  
Diane Qualls, Finance Director

SUBJECT: FY 2025 Budget Amendment

Per T.C.A. 5-9-402 budgets must be amended for any items that were not approved when the budget is passed. At the last council meeting, Council approved purchasing a new Pierce-Custom Enforcer Aerial HD Ladder at the cost of \$ 2,163,598.77 with a down payment of \$ 1,000,000 that will come from the unassigned fund balance. This budget amendment will reflect that action.

**ORDINANCE NO. 1209**

**AN ORDINANCE OF THE EAST RIDGE CITY COUNCIL  
TO AMEND THE FISCAL YEAR 2025 OPERATING  
BUDGET, ORDINANCE NO. 1206, BY CHANGING THE  
REVENUES AND EXPENDITURES OF VARIOUS FUNDS**

**WHEREAS**, Ordinance No. 1206 provided for the revenue for the City of East Ridge, Tennessee, for the fiscal year July 1, 2024 to June 30, 2025 and appropriated such revenue for the payment of expenses of the municipal government, and made certain other provisions with respect to the financial operation of the City of East Ridge, and

**WHEREAS** it is necessary and appropriate that said Ordinance No. 1206 be amended by changing the revenues and expenditures of various funds; and

**WHEREAS** T.C.A. §6-56-208 allows the governing body of a municipality to amend the annual budget ordinance in the same manner as any other ordinance may be amended; and

**WHEREAS** the Council finds that the proposed budget amendment is for legitimate municipal purposes and consistent with applicable law; and

**WHEREAS**, the Council has general authority to adopt an ordinance relative to the management and control of the finances of the municipality that is for the good of the government, protection of its citizens, and necessary and proper for carrying out the power granted to the Council pursuant to applicable law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE** that pursuant to the Municipal Budget Law of 1982, as amended and codified at Tennessee Code Annotated §6-56-201 *et seq.*, Ordinance No. 1186 is and the same hereby shall be amended as follows:

<b>General Fund</b>	<b>Budget</b>	<b>Amendment</b>	<b>Final</b>
Revenue			
Use of Fund Balance	0	1,000,000	28,265,597
<b>Total Budget (Amended)</b>	<b>27,265,597</b>	<b>1,000,000</b>	<b>28,265,597</b>
Expenditures			
Fire Department	3,532,341	1,000,000	4,532,341
<b>Total Budget (Amended)</b>	<b>27,265,597</b>	<b>1,000,000</b>	<b>28,265,597</b>

**BE IT FURTHER ORDAINED**, that to the extent required, a true and correct copy of this ordinance showing the approved budget amendments shall be filed with the applicable agency or entity as required by law.

**BE IT FURTHER ORDAINED**, that if any section, clause, provision, or portion of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision, or portion of this Ordinance.

**BE IT FURTHER AND FINALLY ORDAINED**, that this Ordinance takes effect immediately after its passage, the public welfare of the City requiring it.

Approved on first reading \_\_\_\_\_, 2024

Approved on second reading \_\_\_\_\_, 2024

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO. 3585**

**AGENDA MEMORANDUM  
UPDATES TO AUDIO VISUAL EQUIPMENT – COUNCIL CHAMBERS**

**August 22, 2024**

Submitted By:

Michelle Sinigaglio, Human Resources Director

SUBJECT:

The City of East Ridge sought proposals from highly qualified firms to upgrade the audio-visual equipment for the City Hall Council Chambers. The following 3 proposals were received:

Technology Express	\$41,256.73
Input Group, LLC	\$24,847.50
HiWire, Inc.	\$11,944.74

Based on the proposals received we would like to accept the proposal submitted by Input Group, LLC for \$24,847.50. This proposal includes replacing the operating system, cameras, camera controller, TVs, and all necessary cables, converters, and the like. With key aspects like installation, programming, and training also included. Input Group also has a record of high-quality AV installations for big name clients including the South Carolina House of Representatives which shows the capability of their team and system. We believe their level of professionalism and expertise at their price point is exactly what we need. The lower proposal from HiWire, Inc. did not include the requested replacement of a high quality, easy to use, operating system and was merely replacing the cameras, TVs, and accessory equipment all of which, as proposed, were of a quality that would not meet the professional standard that our facility requires. HiWire also do not seem to have as much of a high-level track record comparatively, seeming to work on a much more amateur level than we strive for.

The cost for the upgrades is included in the FY 24-25 budget.

**RESOLUTION NO. 3585**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL ACCEPTING A PROPOSAL FROM INPUT GROUP, LLC FOR UPGRADES TO THE AUDIO-VISUAL EQUIPMENT IN THE CITY HALL COUNCIL CHAMBERS**

**WHEREAS**, the City of East Ridge advertised for proposals from qualified firms to upgrade the audio-visual equipment in the City Hall Council Chambers; and

**WHEREAS**, proposals were received and publicly opened on July 11, 2024 at 2:30 pm EDT at East Ridge City Hall; and

**WHEREAS**, City staff has maintained a file with all proposals received and,

**WHEREAS**, after conducting a public opening and after reviewing the proposal documents, City staff recommends the proposal from Input Group, LLC be accepted in the amount of \$24,847.50.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the proposal from Input Group, LLC for upgrades to the audio-visual equipment in the City Hall Council Chambers be accepted in the amount of \$24,847.50.

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

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

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

Attest:

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

Approved as to Form:

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

**RESOLUTION NO. 3586**

**AGENDA MEMORANDUM**

**Equipment Installation of CID Vehicles**

**Date: August 22, 2024**

Submitted by:

Clint Uselton, Chief of Police

Name, Title

SUBJECT:

The East Ridge Police Department seeks approval to use Truckers Lighthouse, Inc to supply and upfit (install) equipment (to include all parts, labor, freight, shop fees, etc.) to the newly acquired CID vehicles. This will include bed covers, secure storage (vault), emergency lighting, and audible warnings.

The total cost for all four trucks is \$35,375.92 (\$8,843.98 per vehicle). Truckers Lighthouse, Inc complies under Tennessee Statewide Contract 202 for installation for Emergency Audio/Visual Equipment and Parts. This purchase was included in the budget and will be paid out of the Drug Fund.

**RESOLUTION NO. 3586**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL AUTHORIZING THE PURCHASE AND UPFITTING OF EMERGENCY EQUIPMENT FROM TRUCKER'S LIGHTHOUSE, INC. FOR FOUR CHEVROLET COLORADO TRUCKS THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #202, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b)**

**WHEREAS**, on July 25, 2024, the East Ridge City Council approved the purchase of four (4) Chevrolet Colorado pick-up trucks from Wilson County Motors for the Police Department through the Department of General Services Statewide Contract Listing #209, pursuant to T.C.A. 12-3-1201(b); and

**WHEREAS**, purchase and upfitting of emergency equipment on the vehicles were not included in the purchase of the vehicles; and

**WHEREAS**, staff recommends that Trucker's Lighthouse, Inc. be approved to supply and upfit the emergency equipment, through the Department of General Services Statewide Contract Listing #202, for a total amount of \$35,375.92, which includes all parts, labor, freight, shop fees, etc.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that Trucker's Lighthouse is approved to supply and upfit emergency equipment for four (4) Chevrolet Colorado trucks for the Police Department for a total amount of \$35,375.92, through the Statewide Contract Listing #202, pursuant to TCA 12-3-1201(b).

**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 \_\_\_\_\_, 2024

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

Attest:

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

Approved as to Form:

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

**RESOLUTION NO. 3587**

**AGENDA MEMORANDUM  
APPROVAL FOR THE PURCHASE OF  
10 SETS OF TURNOUT GEAR**

**August 22, 2024**

Submitted by:



Michael Williams, Fire Chief

SUBJECT:

The Fire Department is requesting the Mayor and Councilmembers approval to purchase 10 sets of turnout gear. This purchase will be from NAFECO through Sourcewell.

With this new gear we will continue to provide our members with the best quality of protection from fire which causes cancer and injuries.

The total amount for 10 sets of turnout gear is **\$ 37,120.00**

This amount was budgeted under line item 326 (Clothing & Uniforms)

NAFECO Quote # KCLK-D7GR7K

Sourcewell contract # 010424-LIO

**RESOLUTION NO. 3587**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE  
TO PURCHASE TEN (10) SETS OF TURNOUT GEAR FOR  
THE FIRE DEPARTMENT FROM NAFECO THROUGH THE  
SOURCEWELL PURCHASING ALLIANCE CONTRACT  
LISTING #010424-LIO**

**WHEREAS**, the City of East Ridge Fire Department is in need of ten (10) new sets of turnout gear; and

**WHEREAS**, the City of East Ridge is allowed to purchase through membership in the Sourcewell Purchasing Alliance which uses a competitive solicitation and selection process to bid out a variety of goods, products, and services to local governments, eliminating the need for the City to obtain competitive bids; and

**WHEREAS**, the total cost of ten (10) new sets of turnout gear from NAFECO through the Sourcewell Purchasing Alliance is \$37,120.00

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the City Manager is authorized to purchase ten (10) new sets of turnout gear for the Fire Department from NAFECO through the Sourcewell Purchasing Alliance, contract listing #010424-LIO, without obtaining competitive bids, for a total cost of \$37,120.00.

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

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

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

Attest:

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

Approved as to Form:

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



**NAFECO**  
 1515 West Moulton St.  
 Decatur, AL 35601  
 1-800-628-6233  
 256-355-0852  
 Email: info@nafeco.com

# Quotation

Quote Number: KCLK-D7GR7K

To: EAS618  
 East Ridge Fire-Rescue  
 4214 Ringgold Road  
 East Ridge, TN 37412

Date: 07/24/2024  
 Terms: NET 30

Attention: Eric Bowen  
 Phone: 423-867-7100  
 Fax:

Expires: 30 DAYS  
 F.O.B.: Shipping Point  
 P.O.:  
 Salesman #:17  
 Prepared By: Kevin Clark

Qty.	Item #	Description	Each	Total
10	ARMCVBMK718	Lion VForce BiSwing Back Coat	\$2,182.00	\$21,820.00
10	ARMPVHMK718	Lion VForce High Back Pant includes belt and suspenders	\$1,530.00	\$15,300.00
				<b>\$37,120.00</b>

Quote is Lion Sourcewell contract #010424-LIO compliant

No shipping cost

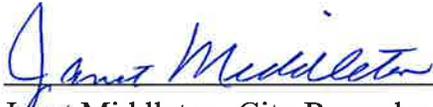
If you have any questions concerning this quote please call our toll free number listed above.  
 Thank you for your business.

**RESOLUTION NO. 3588**

**AGENDA MEMORANDUM  
HOUSING COMMISSION APPOINTMENT**

**August 22, 2024**

Submitted by:



Janet Middleton, City Recorder

SUBJECT:

The following term is set to expire on August 24, 2024. The new term will be from August 25, 2024 – August 24, 2027.

Member:	Appointed by:	Current Term:
David Sherrill	Councilmember Cagle	8/25/23 – 8/24/24
		<i>Filled the unexpired term</i>
		<i>of Kenneth Rogers</i>

**RESOLUTION NO. 3588**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF EAST RIDGE, TENNESSEE,  
APPROVING A NOMINATION TO THE EAST  
RIDGE HOUSING COMMISSION BY  
COUNCILMEMBER CAGLE**

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

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

**WHEREAS**, the term of David Sherrill is set to expire on August 24, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee, hereby approves the nomination of \_\_\_\_\_ by Councilmember Cagle to the East Ridge Housing Commission for the term August 25, 2024 – August 24, 2027.

**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 \_\_\_\_\_ 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO. 3589**

**AGENDA MEMORANDUM  
HOUSING COMMISSION APPOINTMENT**

**August 22, 2024**

Submitted by:

  
\_\_\_\_\_  
Janet Middleton, City Recorder

SUBJECT:

The following term is set to expire on August 24, 2024. The new term will be from August 25, 2024 – August 24, 2027.

Member:	Appointed by:	Current Term:
Amanda Jo Davis (Chairperson)	Councilmember Tyler	8/25/21 – 8/24/24

**Brian Williams**  
Mayor

**Esther Haynes**  
Vice Mayor

**Jacky Cagle**  
Councilmember

**Andrea Witt**  
Councilmember

**David Tyler**  
Councilmember

**J. Scott Miller**  
City Manager

**RESOLUTION NO. 3589**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL APPROVING A NOMINATION BY  
COUNCILMEMBER TYLER TO THE EAST RIDGE  
HOUSING COMMISSION**

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

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

**WHEREAS**, the term of Amanda Jo Davis is set to expire on August 24, 2024.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee, hereby approves the nomination of \_\_\_\_\_ by Councilmember Tyler to the East Ridge Housing Commission for the term August 25, 2024 – August 24, 2027.

**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 \_\_\_\_\_ 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

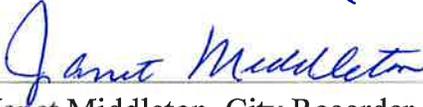
\_\_\_\_\_  
Mark W. Litchford, City Attorney

**RESOLUTION NO. 3590**

**AGENDA MEMORANDUM  
PLANNING COMMISSION APPOINTMENT**

**August 22, 2024**

Submitted by:

  
Janet Middleton, City Recorder

SUBJECT:

The following appointment is set to expire on August 24, 2024. The new term will be from August 25, 2024 – August 24, 2027.

Dana Howe (Vice Chairperson)	Mayor Williams	8/25/21 – 8/24/24

**Brian Williams**  
Mayor

**Esther Haynes**  
Vice Mayor

**Jacky Cagle**  
Councilmember

**Andrea Witt**  
Councilmember

**David Tyler**  
Councilmember

**J. Scott Miller**  
City Manager

**RESOLUTION NO. 3590**

**A RESOLUTION OF THE EAST RIDGE CITY  
COUNCIL APPROVING A NOMINATION BY MAYOR  
WILLIAMS TO THE EAST RIDGE PLANNING  
COMMISSION**

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

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

**WHEREAS**, the term of Dana Howe is set to expire on August 24, 2024;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of East Ridge, Tennessee, hereby approves the nomination of \_\_\_\_\_ by Mayor Williams to the East Ridge Planning Commission for the term August 25, 2024 – August 24, 2027.

**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 \_\_\_\_\_ 2024.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO. 3591**

**BRIAN WILLIAMS**  
*Mayor*

**JACKY CAGLE**  
*Councilmember*

**ANDREA WITT**  
*Councilmember*



**ESTHER HAYNES**  
*Vice Mayor*

**DAVID TYLER**  
*Councilmember*

**J. SCOTT MILLER**  
*City Manager*

## **City of East Ridge**

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

### **MEMORANDUM**

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**TO:** City Council

**FROM:** Mark Litchford

**DATE:** August 14, 2024

**RE:** Development Agreement – Easy Auto Powersports, Inc.

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Easy Auto Powersports, Inc., intends to develop a first-class pre-owned powersports dealership 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 addresses:

**Lot 1:** 5595 Ringgold Road, East Ridge, Tennessee  
169K-B-002

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 are generated on the aforementioned property.

**RESOLUTION NO. 3591**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL  
APPROVING THE EXECUTION AND DELIVERY OF A  
DEVELOPMENT AGREEMENT WITH EASY AUTO  
POWERSPORTS, 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**, Easy Auto Powersports, Inc. (“Developer”), owns or has a contract to acquire property at 5595 Ringgold Road, East Ridge, Tennessee, tax map number 169K-B-002 (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 pre-owned powersports dealership; and

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

**WHEREAS**, the Property lies within the District and is therefore eligible for the receipt of Border Region State sales tax revenues generated by the retail business; 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 \_\_\_\_\_ 2024

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

Attest:

\_\_\_\_\_  
J. Scott Miller, 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 \_\_\_\_\_, 2024, 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 **EASY AUTO POWERSPORTS, INC.** (the "Developer").

**WITNESSETH:**

**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 of the Department of Revenue of the State 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 property located in East Ridge, Tennessee, at the following commonly known address: 5595 Ringgold Road, East Ridge, Tennessee 37412, tax map number 169K-B-002 ("Property"); and

**WHEREAS**, 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 economic development projects within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility, such economic development projects expected to be a pre-owned powersport dealership; and

**WHEREAS**, the Project Property lies within the District and is therefore 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 pre-owned powersports dealership in substantially the manner shown on the site plan attached as **Exhibit B** hereto in a manner consistent with the schematic renderings attached hereto as **Exhibit C**. The Developer will commence construction of the Project not later than 12 months following the date of this Agreement with an anticipated completion date of 18 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 set forth in Section 5.18 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 Zero Dollars (\$-0-).

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:

<b>Project State Tax Revenues shared between Developer and the City</b>	
Developer Share	City Share
60%	40%

c) It is understood that such payments are for the purpose of reimbursing the Developer all or a portion 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 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 30<sup>th</sup> 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 all eligible Allocated State Tax Revenues, including all amounts payable to the Developer as provided in this Agreement. 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.

**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 5.18 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.

**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 (3<sup>rd</sup>) 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:

Easy Auto Powersports, Inc.  
1800 Mount Vernon Drive NW  
Cleveland, TN 37311  
Email: Shane\_Gibson@EasyAutoOnline.com

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 generating taxable retail sales for the entirety of a fiscal year defined as July 1 through June 30 of the subsequent year, and continuing until the Border Region District is dissolved in accordance with T.C.A. § 7-40-104(d) or upon the date on which the eligible cost of the Project have been fully paid, whichever 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: Danny Lance  
Title: Vice-Chairman

STATE OF TENNESSEE :  
COUNTY OF HAMILTON :

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared Danny Lance, 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 15 day of August 2024.



Janet R. Middleton  
Notary Public

My Commission Expires: 10/16/2027

**EASY AUTO POWERSPORTS, INC.**

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 **Easy Auto Powersports, Inc.**

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
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 Easy Auto Powersports, Inc.

**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 \_\_\_\_\_ 2024.

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

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

**EXHIBIT A:**

*Property Legal Description*

**LT 18 AMENDED SUB OF LT 20 FRUITLAND FARMS ADDN PB15 PG93 REV 82-174**

**EXHIBIT B:**  
*Site Plan*

**EXHIBIT C:**  
*Schematic Renderings*



**SITE DATA:**

**PROPERTY INFORMATION:**

TAX MAP # 1594 R 002  
 STREET ADDRESS: 1500 SCOPE DRIVE  
 EAST WOOD, TN 37042  
 LOT SIZE: 0.54 AC.

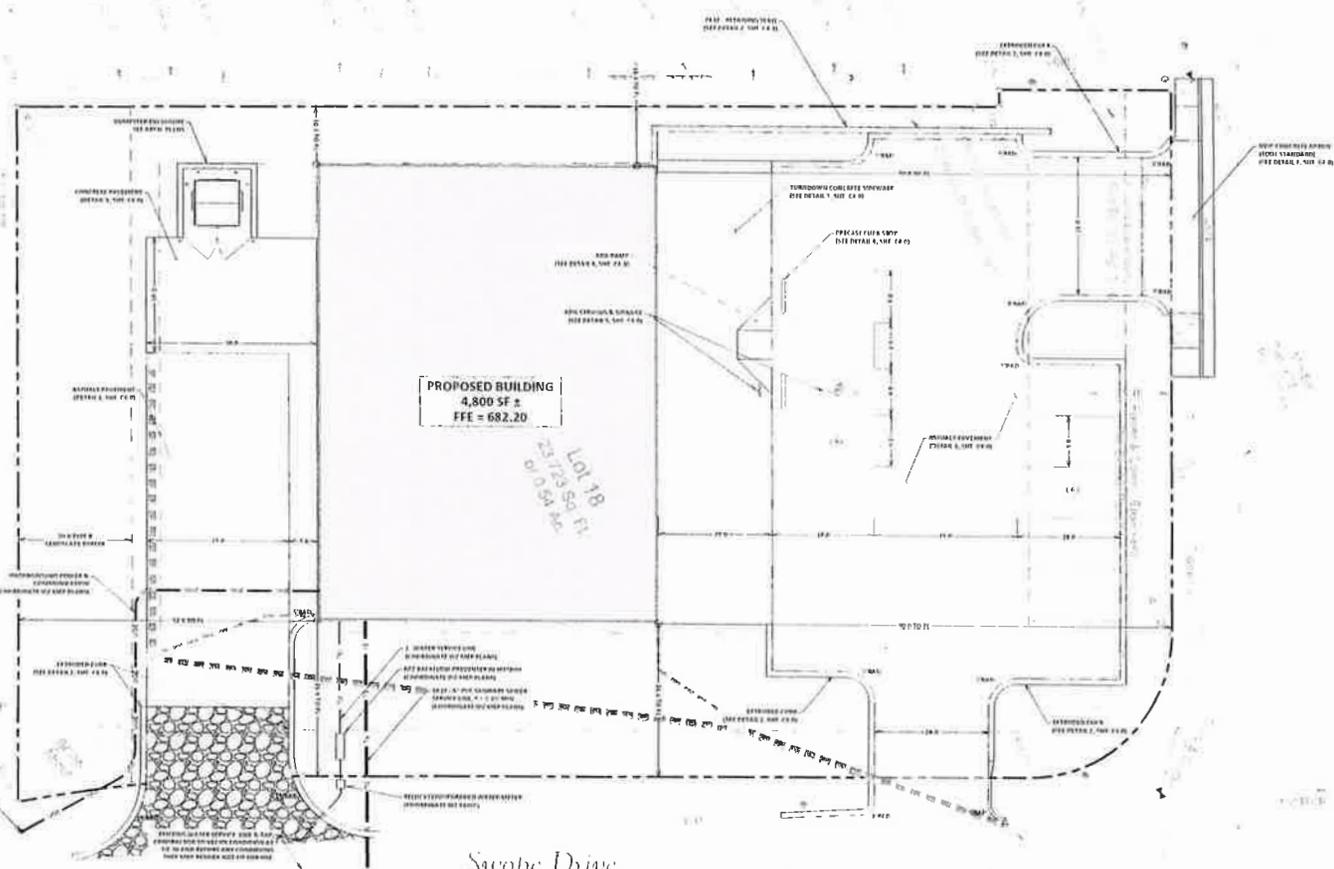
**OWNER:**  
 CARD MARY BARTNER  
 1802 NW MOUNT VERNON DR  
 CENTRALIA, TN 37211

**PROJECT ENGINEER:**  
 TRISTAR ENGINEERING, LLC  
 40 ROCK CREEK  
 SIGNAL MOUNTAIN, TN 37377  
 433.667.9733

**ZONING INFORMATION:**  
 ZONING CLASSIFICATION: C-2

**FLOOD ELEVATION (2015):**  
 BASED ON GRAPHIC SCALING AND DETERMINATION, THIS PROPERTY DOES NOT WITHIN THE 100-YEAR FLOOD ZONE AS SHOWN ON FEMA/FIRM COMMUNITY PANEL NO. 270500402G, ZONE "AE", BY E = 680.51  
 DATED: 03/03/2016.

**SURVEY INFORMATION:**  
 BOUNDARY AND TOPOGRAPHIC INFO TAKEN FROM A SURVEY BY A.S.A. ENGINEERING AND CONSULTING, INC., DATED AUGUST 9, 2021



ZONE R-2

Ringgold Road (U.S. Hwy. 41)

PROPOSED BUILDING  
 4,800 SF  
 FFE = 682.20

LOT 18  
 25,720 Sq Ft  
 0.54 AC.

**PARKING SUMMARY**

**PARKING REQUIRED:**  
 TOTAL BUILDING FOOTPRINT = 4,800 SF  
 GSA OF BUILDING = 16,200 SF \* 100' = 3,240 SF  
 RETAIL TRAFFIC REQ = 4.2 \* 1,000 SF GSA  
 PROPOSED AREA = 3,840 SF  
 SPACES REQ = 15

**TOTAL SPACES REQUIRED = 15  
 TOTAL SPACES PROVIDED = 15**



Know what's below.  
 Call before you dig.



**EASY AUTO POWER SPORTS**  
 FOR  
**CAUGHMAN + CAUGHMAN ARCHITECTS**  
 1505 SWOPE DRIVE, CHATTANOOGA, TN 37412

**TRISTAR engineering, llc**  
 40 ROCK CREEK, SIGNAL MOUNTAIN, TN 37377  
 MCAUGHMAN@TRISTAREN지니어ING.COM  
 433.667.9733

PRELIMINARY  
 FOR  
 REVIEW

**SITE & UTILITY  
 PLAN**

**C2.0**



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ARCHITECTS

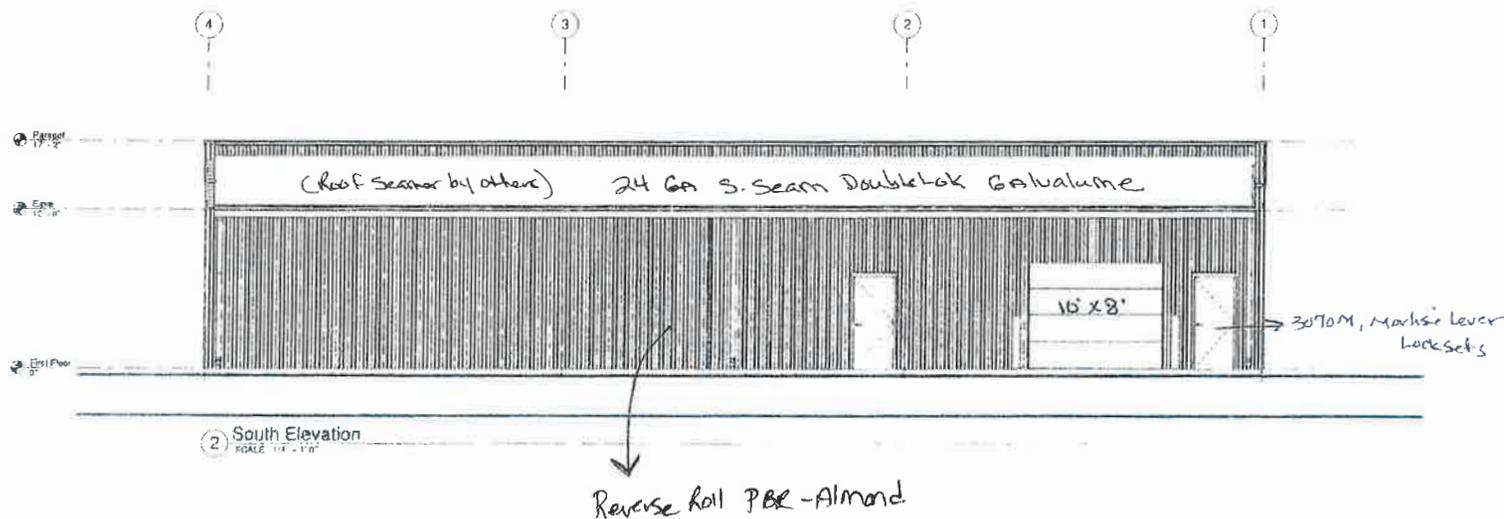
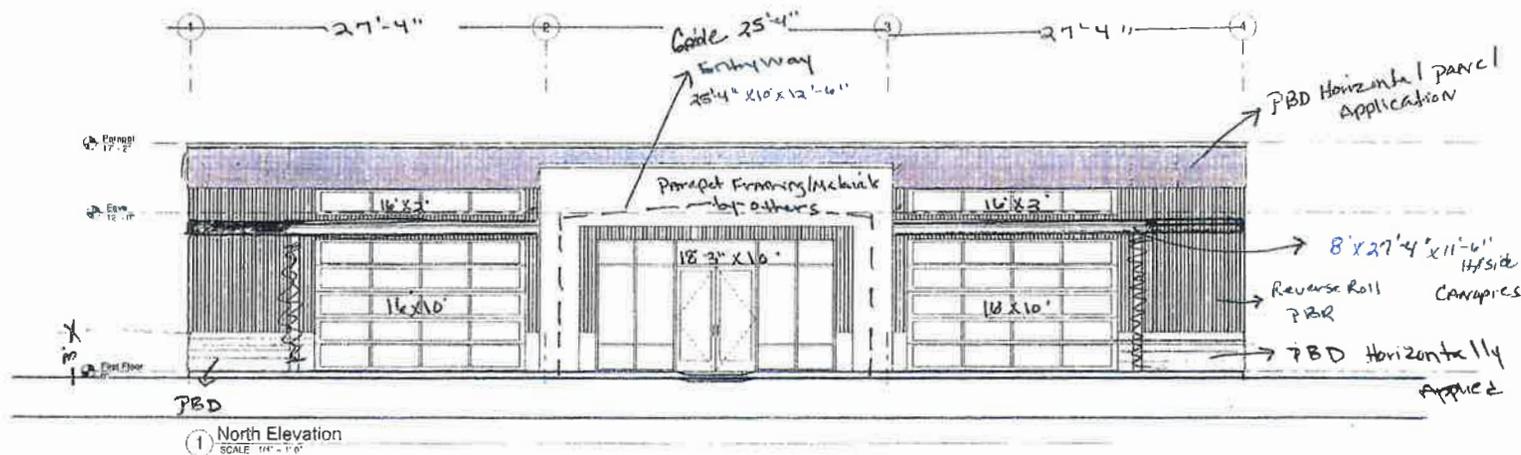
1712 COURT STREET, BOX 4888  
CHATTANOOGA, TENNESSEE  
TELEPHONE 423.756.2929



A NEW SHOWROOM FOR:

**EASY AUTO**

EAST RIDGE



**DO NOT SCALE DRAWINGS**  
Use given dimensions only. If page dimensions and document series dimension with the architect or engineer. Contractor shall verify all dimensions and conditions of the job site.

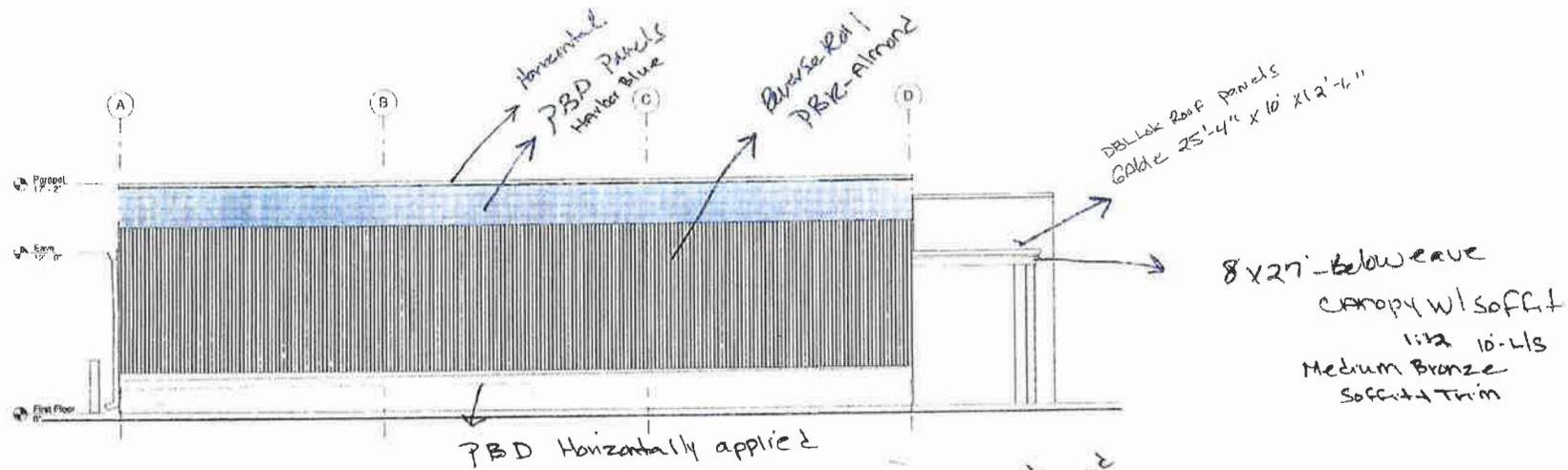
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Author	Checker
2-1-2024	
NO DATE	DESCRIPTION

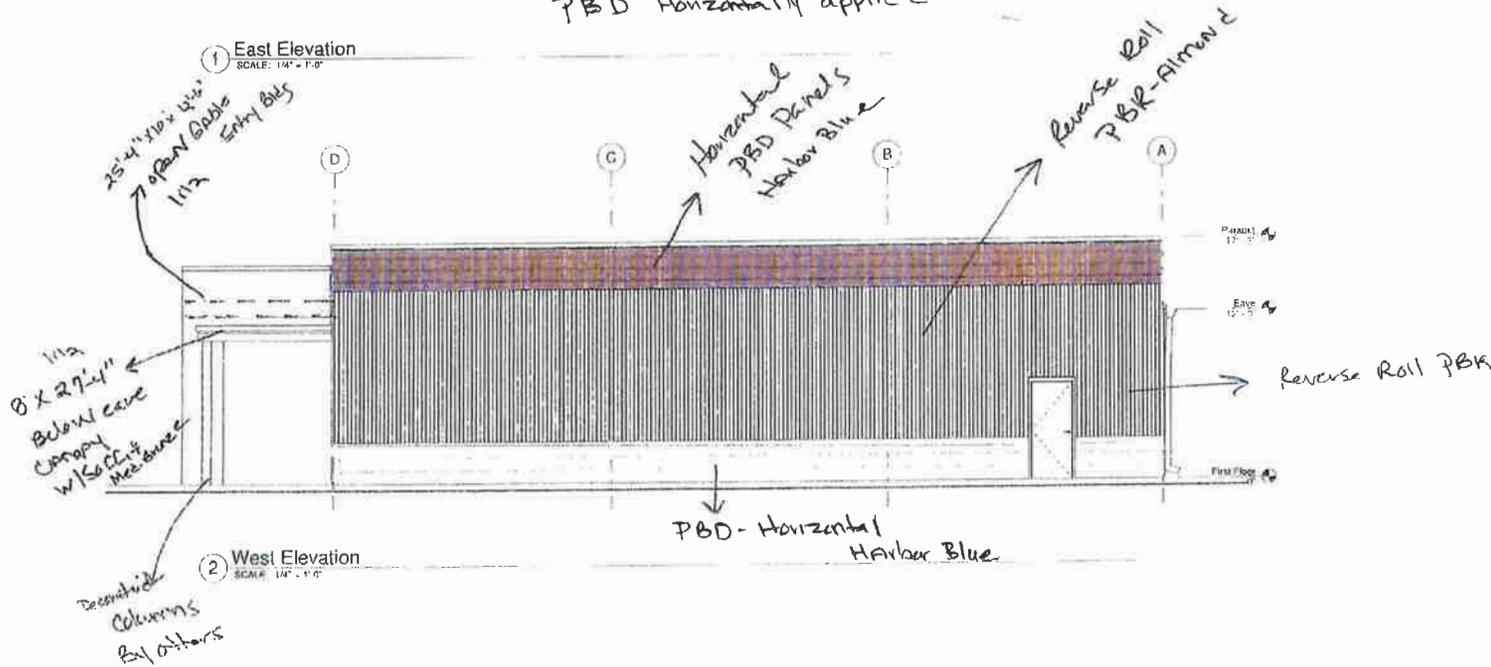
DWG. NUMBER

BUILDING ELEVATIONS

**A2.2**



1 East Elevation  
SCALE: 1/4" = 1'-0"



2 West Elevation  
SCALE: 1/4" = 1'-0"



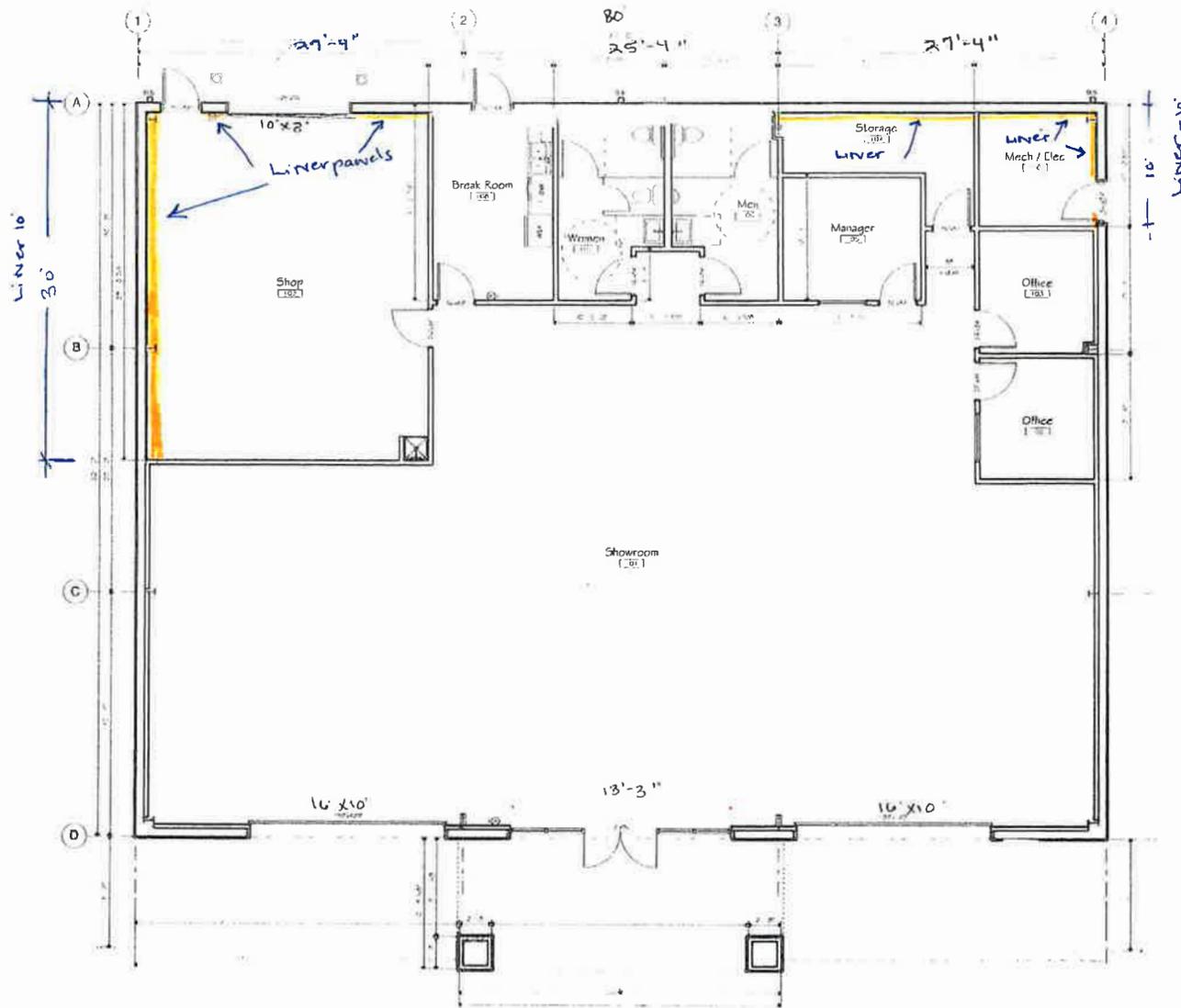
A NEW SHOWROOM FOR:  
**EASY AUTO**  
EAST RIDGE

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Checked by	Author
Checked by	Checker
Project No.	2-1-2024
Revision	NO
NO	DESCRIPTION

SHEET NUMBER  
BUILDING ELEVATIONS  
**A2.3**



1 First Floor Plan  
SCALE: 1/4" = 1'-0"



CAUGHMAN  
CAUGHMAN  
ARCHITECTS

3713 coveart street jno hwy 4888  
chattanooga, tennessee  
telephone 423.756.2929

seal:



A NEW SHOWROOM FOR:  
**EASY AUTO**  
EAST RIDGE

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Author: [Signature]  
Checker: [Signature]

2-1-2024

NO DATE REVISIONS

SHEET NUMBER:

FIRST FLOOR PLAN

**A1.1**

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**Easy Auto Powersports Investment****Projected**

Purchase of Land	\$	650,000.00
Architect/Civil Engineer Fees	\$	35,000.00
Attorney Fees (organization)	\$	10,000.00
Attorney Fees (contract review, other)	\$	7,500.00
Construction costs, including land prep	\$	1,500,000.00
Closing costs on loan	\$	5,000.00
Closing costs on land acquisition	\$	25,000.00
Fencing	\$	5,000.00
Security and alarms	\$	5,000.00
Phones	\$	5,000.00
Computers	\$	10,000.00
Sign	\$	50,000.00
Other	\$	50,000.00

<b>TOTAL INVESTED</b>	<b>\$</b>	<b>2,357,500.00</b>
-----------------------	-----------	---------------------

	A	B	C	D	E	F	G	H
1	<b>BORDER REGION SALES TAXES</b>							
2	<b>Property Address</b>		<b>Tax ID Parcel</b>	<b>Border Region**</b>	<b>Average Annual Sales</b>	<b>Average Annual Border Region Sales Collected</b>	<b>Aggregate Border Region Sales Collected</b>	
3	Swope Drive	5 YR		4.1250	\$ 5,058,327.04	\$208,655.99	\$1,043,279.95	**Cap on Reimbursement is \$2,357,000.00**
4	Swope Drive	10 YR		4.1250	\$ 5,321,564.41	\$219,514.53	\$2,195,145.32	
5	Swope Drive	15 YR		4.1250	\$ 5,603,067.08	\$231,126.52	\$3,466,897.76	
6	Swope Drive	20 YR		4.1250	\$ 5,904,260.86	\$243,550.76	\$4,871,015.21	
7	Swope Drive	23 YR		4.1250	\$ 6,095,066.14	\$251,421.48	\$6,034,115.48	
8								
9	** Education fund backed out of calculation							
10	<b>DEVELOPER RETURN ON INVESTMENT 60-40 SPLIT</b>							
11								
12		Developer Total Investment		\$	2,357,500.00			
13								
14								
15		Developer Border Region Reimbursement	\$	1,414,500.00	at 60% Split			
16								
17		City Border Region Collection on Project	\$	943,000.00	at 40% Split			
18		City Border Region Collection in Total	\$	3,676,615.48	Additional BR proceeds applied to other City costs			

	Fiscal Year	State Taxable Sales	Border Region Percentage (4.125%)	Aggregate	60/40 Split	60/40 Split Aggregate
1	2024/2025	\$ 4,860,000.00	\$ 200,475.00	\$ 200,475.00	\$ 120,285.00	\$ 120,285.00
2	2025/2026	\$ 4,957,200.00	\$ 204,484.50	\$ 404,959.50	\$ 122,690.70	\$ 242,975.70
3	2026/2027	\$ 5,056,344.00	\$ 208,574.19	\$ 613,533.69	\$ 125,144.51	\$ 368,120.21
4	2027/2028	\$ 5,157,470.88	\$ 212,745.67	\$ 826,279.36	\$ 127,647.40	\$ 495,767.62
5	2028/2029	\$ 5,260,620.30	\$ 217,000.59	\$ 1,043,279.95	\$ 130,200.35	\$ 625,967.97
6	2029/2030	\$ 5,365,832.70	\$ 221,340.60	\$ 1,264,620.55	\$ 132,804.36	\$ 758,772.33
7	2030/2031	\$ 5,473,149.36	\$ 225,767.41	\$ 1,490,387.96	\$ 135,460.45	\$ 894,232.78
8	2031/2032	\$ 5,582,612.34	\$ 230,282.76	\$ 1,720,670.72	\$ 138,169.66	\$ 1,032,402.43
9	2032/2033	\$ 5,694,264.59	\$ 234,888.41	\$ 1,955,559.13	\$ 140,933.05	\$ 1,173,335.48
10	2033/2034	\$ 5,808,149.88	\$ 239,586.18	\$ 2,195,145.32	\$ 143,751.71	\$ 1,317,087.19
11	2034/2035	\$ 5,924,312.88	\$ 162,354.68	\$ 2,357,500.00	\$ 97,412.81	\$ 1,414,500.00
12	2035/2036	\$ 6,042,799.14	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
13	2036/2037	\$ 6,163,655.12	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
14	2037/2038	\$ 6,286,928.22	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
15	2038/2039	\$ 6,412,666.79	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
16	2039/2040	\$ 6,540,920.12	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
17	2040/2041	\$ 6,671,738.53	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
18	2041/2042	\$ 6,805,173.30	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
19	2042/2043	\$ 6,941,276.76	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
20	2043/2044	\$ 7,080,102.30	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
21	2044/2045	\$ 7,221,704.34	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
22	2045/2046	\$ 7,366,138.43	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
23	2046/2047	\$ 7,513,461.20	\$ -	\$ 2,357,500.00	\$ -	\$ 1,414,500.00
<b>Total</b>			\$ 2,357,500.00	\$ 2,357,500.00	\$ 1,414,500.00	\$ 1,414,500.00

60%

Time Period	Average Taxable Sales
Average YR 5	\$ 5,058,327.04
Average YR 10	\$ 5,321,564.41
Average YR 15	\$ 5,603,067.08
Average YR 20	\$ 5,904,260.86
Average YR 23	\$ 6,095,066.14

**Key Assumptions:**

Annual Growth	2.00%
Split %	60%
Est sales/month	27 (projected to sell an average of 40 / month; approx. 2/3 are TN residents)
Est taxable price (including VSC)	\$ 15,000

**RESOLUTION NO. 3592**

**AGENDA MEMORANDUM**

**School Resource Officer Grant  
and Contract**

**August 22, 2024**

Submitted by:

Chief Clint Uselton

SUBJECT:

The State of Tennessee is offering a grant administered by the Department of Safety to place full-time School Resource Officers in each public school. The grant is up to \$75,000.00 per SRO which will cover a significant portion of the employee's salary and benefit package. This grant will fund School Resource Officers for the four public schools within our corporate limits. The East Ridge Police Department is requesting approval to accept this grant and approval of the contract.

**RESOLUTION NO. 3592**

**A RESOLUTION OF THE EAST RIDGE CITY COUNCIL APPROVING THE ACCEPTANCE OF A GRANT FROM THE STATE OF TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY TO PROVIDE SCHOOL RESOURCE OFFICERS (“SROs”) FOR EACH OF THE CITY’S FOUR PUBLIC SCHOOLS AND APPROVING THE CONTRACT WITH THE TENNESSEE DEPARTMENT OF SAFETY AND HOMELAND SECURITY FOR THE GRANT**

**WHEREAS**, SRO’s provide a crucial link between schools and law enforcement agencies in order to establish and maintain safe and secure learning environments, and act as liaisons between the police, the school, and the community; and

**WHEREAS**, the Tennessee Statewide SRO Program Grant provides funding to local law enforcement entities to place one full-time, POST-certified SRO in each K-12 public schools and public charter schools in Tennessee; and

**WHEREAS**, the City of East Ridge applied for and was awarded an SRO grant in an amount not to exceed \$75,000 per year, per SRO, per school for which the City is responsible for providing SRO services, for a total contract amount of \$300,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE**, that the Mayor is authorized to accept the grant from the Tennessee Department of Safety and Homeland Security for the Statewide School Resource Officer Grant Program in the amount of \$75,000 per year, per SRO, per school for which the City is responsible for providing SRO services, for a total contract amount of \$300,000.

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute any contract or agreement necessary between the City of East Ridge and the Tennessee Department of Safety and Homeland Security for the SRO grant subject to approval of the City Attorney, in the amount stated 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 \_\_\_\_\_ 2024.

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

Attest:

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

Approved as to Form:

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



## ENDOWMENT GRANT CONTRACT

<b>Begin Date</b> July 01, 2024	<b>End Date</b> June 30, 2025	<b>Agency Tracking #</b> 34901-01536	<b>Edison ID</b> 83083		
<b>Public Chapter</b> 0966	<b>Bill #</b> HB2973, SB2942	<b>Section</b> 10	<b>Item</b> 22		
<b>Grantee Legal Entity Name</b> East Ridge Police Department			<b>Edison Vendor ID</b> 2874		
<b>Service Caption (one line only)</b> Statewide School Resource Officer (SRO) Grant Program					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2025	\$300,000.00				\$300,000.00
<b>TOTAL:</b>	\$300,000.00				\$300,000.00
<b>Ownership/Control</b>					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive selection					
<input checked="" type="checkbox"/> Non-competitive selection					
Pursuant to and in accordance with PC 0966 (HB2973, SB2942), the funding is available for all K-12 public and public charter schools that complete the required documentation to receive a grant contract and funding for one (1) School Resource Officer per school per year, subject to funds availability.					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - EG</i>	
<b>Speed Chart (optional)</b>		<b>Account Code (optional)</b>			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF SAFETY AND HOMELAND SECURITY  
AND  
EAST RIDGE POLICE DEPARTMENT**

This Grant Contract, by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and East Ridge Police Department, hereinafter referred to as the "Grantee," is for the provision of Statewide School Resource Officer (SRO) Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.  
Grantee Place of Incorporation or Organization: Tennessee  
Grantee Edison Vendor ID # 2874

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Background. The State received funding through Public Chapter 066 (HB2973, SB2942) for the Statewide School Resource Office (SRO) Grant Program. The State conducted an application process to award grant funding to eligible law enforcement agencies which have the responsibility to provide SROs to K-12 public and/or public charter schools within their jurisdiction.
- A.3. Availability of and Eligibility for Funding.
- a. The State shall make grant funds available to a local law enforcement agency after the local law enforcement agency presents to the State an executed memorandum of understanding (MOU) between the agency and the local education agency (LEA) or the public charter school, pursuant to which the local law enforcement agency shall provide one (1) full-time SRO to every school in the LEA or to a public charter school. The MOU shall be in the form prescribed by the State.
  - b. Local law enforcement agencies are eligible to apply for funding in the amount of seventy-five thousand dollars and zero cents (\$75,000.00) per year, per SRO, per school for which they are responsible for providing SRO services to. Funding shall not be awarded for more than one (1) SRO per K-12 public or public charter school and shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00) per year.
- A.4. Use of Funds. Funding may only be used for expenses directly related to placing an SRO in a school (i.e., salary, benefits, training, and equipment).
- A.5. Certification and Training of SROs. As set forth in the MOU between the law enforcement entity and the LEA or the public charter school, in addition to other requirements, an SRO must be Peace Officer and Training Standards Commission (POST) certified and a sworn officer of a law enforcement agency within the jurisdiction of the K-12 public school or public charter school community being served. SROs are also required to receive forty (40) hours of specialized training within the first year of being hired or assigned to a K-12 public school or public charter school, whichever is earlier. Annually thereafter, the SRO must obtain sixteen (16) hours of training specific to SRO duties in addition to the twenty-four (24) hours of POST-certified training.
- A.6. Documentation, Records, and Reports. In addition to the requirements for documentation, records, and reports contained in this Contract in Sections C.4. (Expenditures and Accounting) C.6. (Prerequisite Documentation), D.15. (Records), D.17. (Progress Reports), and D.18. (Annual and Final Reports), the Grantee shall submit the following information to the State in a form prescribed by the State:

- a. The number of LEAs and public charter schools that have executed an MOU with the law enforcement agency as part of the program.
- b. The number of LEAs and public charter schools that have executed an MOU with the law enforcement agency as part of the program and have been provided a full-time SRO.
- c. The number of public elementary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.
- d. The number of public secondary schools covered by and listed on Attachment A of an executed MOU and the number of those that have been provided a full-time SRO.

A.7. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below:

- a. This Grant Contract with any attachments.
- b. The Grantee's application for this grant funding.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 01, 2024 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in Section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
  - a. A Grantee completed and signed State provided "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to

the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

- b. A Grantee completed and signed State provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Tennessee Office of Homeland Security  
 ATTN: Statewide SRO Grant Program  
 Tennessee Department of Safety and Homeland Security  
 Tennessee Tower – 25th Floor  
 312 Rosa L. Parks Avenue  
 Nashville, TN 37243  
 Email Address: TDOSHS\_SROgrants@tn.gov  
 Telephone #: 615-295-5059

The Grantee:

Chief Clint Uselton  
 East Ridge Police Department  
 4214 Ringgold Road  
 East Ridge, TN 37412  
 Email Address: cuselton@eastridgetn.gov  
 Telephone #: 423-867-3720  
 FAX #: 423-867-3819

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee."

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at [fa.audit@tn.gov](mailto:fa.audit@tn.gov). At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.20. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.24. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee

agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.25. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.26. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.28. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.29. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

**IN WITNESS WHEREOF,**

**EAST RIDGE POLICE DEPARTMENT:**

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**GRANTEE SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF SAFETY AND HOMELAND SECURITY:**

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**JEFF LONG, COMMISSIONER**

**DATE**

AGENDA MEMORANDUM  
Facility Fee Waiver Policy Update

September 12, 2024

Submitted By:

***Shawna Skiles***

Shawna Skiles, Parks and Recreation Director

SUBJECT:

The Parks and Recreation Department is seeking Council's approval to update the Facility Fee Waiver Criterion to add the following:

*The organization/agency shall be responsible to contribute a minimum of 50% of the net receipts collected by their event or program, whereby the facility fee was waived, to a non-profit organization that is located and/or serves the residents of the City of East Ridge.*

SS